
PROJECT MANUAL

Submitted in accordance with the Highway Law and Standard Specifications officially finalized and adopted on January 1, 2021 as posted on the Department's website.

BRIDGE REPLACEMENT PROJECT

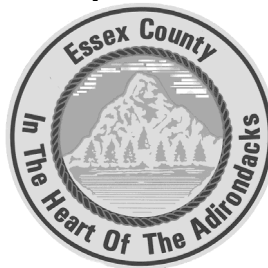
WATER STREET (C.R. 10A) OVER THE BRANCH

ESSEX COUNTY
TOWN OF ELIZABETHTOWN

June 2021

FEDERAL AID PROJECT
D035818
P.I.N. 1760.51
B.I.N. 3301700

Prepared For:



Essex County Department of Public Works
8053 U.S. Route 9
Elizabethtown, NY 12932

Prepared By:



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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until **2:00 P.M. on Tuesday, July 20, 2021** for the **REPLACEMENT OF THE WATER STREET (CR 10A) BRIDGE – BIN 3301700 OVER THE BRANCH.**

DUE TO THE STATE OF EMERGENCY, bids may be live-streamed. There WILL NOT be a public opening. The bids shall be opened on **Tuesday, July 20, 2021** at **2:00 P.M.** at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932.

PLEASE NOTE ESSEX COUNTY HAS TWO OPTIONS TO SUBMIT BIDS ELECTRONICALLY.

Option 1 – submit on ESSEX COUNTY’S MUNIS VENDOR SELF SERVICE. Please go to: <https://essexcountynyvendors.munisselfservice.com>.

OR

Option 2 – submit on BIDNETDIRECT. Please go to: www.bidnetdirect.com/essexcounty.

TO SUBMIT A HARDCOPY OF THE BID, please download the bid package from the County’s website at: <https://www.co.essex.ny.us/bidders/publicbids.aspx> and mail or deliver to: Essex County Purchasing, PO Box 217, 7551 Court Street, Elizabethtown, New York 12932

All bids submitted in response to this notice shall be marked "**SEALED BID – PIN 1760.51, REPLACEMENT OF THE WATER STREET (CR 10A) BRIDGE – BIN 3301700 OVER THE BRANCH** " clearly on the outside of the envelope with the name and address of the bidder.

Please contact the Purchasing Office at (518) 873-3330 for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address.

In the event that the Essex County Purchasing Office is closed the day of the Bid Opening due to unforeseen circumstances, the bid(s) will be opened the next business day that the Essex County Purchasing Office is open. The Bid Submission time will remain the same.

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

Dated: June 17, 2021

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

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INSTRUCTIONS TO BIDDERS

A pre-bid meeting will not be held.

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

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

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

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

Bids can be submitted one of three ways, either:

- 1) Electronically through Essex County's MUNIS VENDOR SELF SERVICE; or
- 2) Electronically through BidNetDirect; or
- 3) Hard Copies sent or hand delivered to the Purchasing Office.

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

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

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

The work shall be substantially complete within **180** calendar days after the date when the Contract Times commence to run and completed and ready for final payment within **210** calendar days after the date when the Contract Times commence to run.

There are no residence or geographical restrictions in the contract. The Contractor, Subcontractors and DBE suppliers will be required to utilize New York State Department of Transportation Equal Opportunity reporting software, which currently is "Equitable Business Opportunities" (EBO).

The project EEO goals are: Women: 6.9% and Minority: 2.6%
The project Disadvantaged Business Enterprise (DBE) Utilization Goal is 8%.

All primes and subcontractors will be required to complete Form CCA-2 online before any work is started.

Questions will be received until six (6) days before the opening date. Please address all questions, in writing, to: donna.thompson@essexcountyny.gov or linda.wolf@essexcountyny.gov.

Addenda will be posted on Essex County's MUNIS VSS, the Essex County Website and BidNetDirect, interested vendors are urged to check before submitting their bid.

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

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

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INFORMATION FOR BIDDERS

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

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

business in the State of New York.

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

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

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

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

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

- A. Worker's Compensation -- statutory - covering all operations and locations involved in the Contract.
- B. Comprehensive General Liability - covering all operations and locations involved in the Contract including the following coverages:
 - 1. Premises Operations
 - 2. Independent Contractors and Sub-Contractors
 - 3. Products and Completed Operations.
 - 4. Broad Form Contractual
- C. Comprehensive General Liability - covering all operations and locations involved in the Contract, including the following coverages:
 - 1. Owned Automobiles
 - 2. Hired Automobiles
 - 3. Non-owned Automobiles.

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

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

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

D. New York State Disability Benefits - Statutory

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall furnish to the Engineer, prior to his making up any partial or final estimate, a copy of his and

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

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

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

- A. The material or equipment is stored and maintained on the construction site in first class condition in the manner directed by the Engineer.
- B. The material will not be used or the equipment will not be installed within forty-five (45) days from the date of the submission of the Contractor's request for partial payment.
- C. The Contractor has submitted certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment and evidence that the accounts for the claimed material or equipment have been paid in full.

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

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

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

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

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

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

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

consideration set forth in his bid.

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

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

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

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

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

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

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

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

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

subdivisions, including the County of Essex, is exempt from State and Local retail sales tax and compensating use tax.

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

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

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

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

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

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

Attachment No. 1**NEW YORK STATE DEPARTMENT OF LABOR**
PREVAILING WAGE RATES

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

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page and entering the Prevailing Rate Case No. (PRC#). The PRC # for this project is **2021002126**. The wage rate schedule for this project can be found at the following link:

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1510389>

"General Decision Number: NY20210006 01/01/2021 ny6.txt

Superseded General Decision Number: NY20200006

State: New York

Construction Types: Heavy and Highway

Counties: Clinton and Essex Counties in New York.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BRNY0002-013 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.23	19.51+a

FOOTNOTE:

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

 CARP0291-006 07/01/2020

	Rates	Fringes
CARPENTER HEAVY & HIGHWAY CONSTRUCTION		
Carpenter.....	\$ 33.82	22.85
Pile Driver.....	\$ 33.02	21.10

 ELEC0910-001 04/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	5.75%+21.23

 ELEC1249-003 05/06/2019

	Rates	Fringes
ELECTRICIAN (LINE		

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CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)

Flagman.....	\$ 27.00	6.75%+24.15
Groundman (Truck Driver)....	\$ 36.00	6.75%+24.15
Groundman Truck Driver (tractor trailer unit).....	\$ 36.00	6.75%+24.15
Lineman & Technician.....	\$ 45.00	6.75%+24.15
Mechanic.....	\$ 36.00	6.75%+24.15

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

 ELEC1249-004 05/06/2019

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 31.23	6.75%+24.15
Groundman digging machine operator.....	\$ 46.85	6.75%+24.15
Groundman truck driver (tractor trailer unit)....	\$ 41.64	6.75%+24.15
Groundman Truck driver....	\$ 41.64	6.75%+24.15
Lineman and Technician.....	\$ 52.05	6.75%+24.15
Mechanic.....	\$ 41.64	6.75%+24.15
Substation:		
Cable Splicer.....	\$ 57.26	6.75%+24.15
Flagman.....	\$ 31.23	6.75%+24.15
Ground man truck driver....	\$ 41.64	6.75%+24.15
Groundman digging machine operator.....	\$ 46.85	6.75%+24.15
Groundman truck driver (tractor trailer unit)....	\$ 41.64	6.75%+24.15
Lineman & Technician.....	\$ 52.05	6.75%+24.15
Mechanic.....	\$ 41.64	6.75%+24.15
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or		

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projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 58.71	6.75%+24.15
Flagman.....	\$ 32.02	6.75%+24.15
Groundman Digging Machine Operator.....	\$ 48.03	6.75%+24.15
Groundman Truck Driver (tractor-trailer unit)....	\$ 42.70	6.75%+24.15
Groundman Truck Driver.....	\$ 42.70	6.75%+24.15
Lineman & Technician.....	\$ 53.37	6.75%+24.15
Mechanic.....	\$ 42.70	6.75%+24.15

FOOTNOTE:

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

 ELEC1249-008 01/01/2019

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 32.78	3%+4.93
Groundman.....	\$ 16.49	3%+4.93
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	\$ 31.12	3%+4.93
Tree Trimmer.....	\$ 25.79	3%+9.98+a

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

 ENGI0106-001 07/01/2018

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.47	26.05+a
GROUP 2.....	\$ 42.56	26.05+a
GROUP 3.....	\$ 39.99	26.05+a
GROUP 4.....	\$ 47.47	26.05+a
GROUP 5.....	\$ 46.47	26.05+a
GROUP 6.....	\$ 45.47	26.05+a
GROUP 7.....	\$ 45.08	26.05+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.)

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Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

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

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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

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

IRON0012-002 07/01/2019

	Rates	Fringes
Ironworkers:		
SHEETER.....	\$ 31.80	28.59
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER & RIGGERS, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN, WELDER.....	\$ 31.55	28.59

LAB01822-001 07/01/2018

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HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.67	23.75+a
GROUP 2.....	\$ 25.47	23.75+a
GROUP 3.....	\$ 25.87	23.75+a
GROUP 4.....	\$ 26.07	23.75+a
GROUP 5.....	\$ 27.67	23.75+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

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

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

GROUP 5. Hazardous Waste, Asbestos Abatement and Removal.

FOOTNOTE:

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

PAIN0201-002 05/01/2019

	Rates	Fringes
Painters:		
Zone #2 All of ESSEX COUNTY		
Lead Abatement workers,		
Structural Steel.....	\$ 30.09	16.65
Painters, Drywall		
Finishers, Spray.....	\$ 29.09	16.65
Zone #3 All of CLINTON COUNTY		
Lead Abatement workers,		
Structural Steel.....	\$ 30.09	15.45
Painters, Drywall		
Finishers, Spray.....	\$ 29.09	15.45

* PAIN0806-003 10/01/2020

CLINTON AND ESSEX COUNTIES

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 51.50	49.63

PLUM0773-001 05/01/2019

	Rates	Fringes
Plumber and Steamfitter		
CLINTON COUNTY.....	\$ 37.50	30.98
ESSEX COUNTY.....	\$ 38.50	30.98

SHEE0083-001 06/01/2019

	Rates	ny6.txt Fringes
Sheet metal worker.....	\$ 33.73	33.04+a

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

TEAM0687-003 06/01/2018

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY CONSTRUCTION		
GROUP 1:.....	\$ 25.82	25.16+a
GROUP 2:.....	\$ 26.04	25.16+a

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

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

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

 WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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.. END OF GENERAL DECISION

SUPPLEMENT TO THE INSTRUCTIONS TO BIDDERS**PROJECT IDENTIFICATION:**

- a) Project Title: BRIDGE REPLACEMENT PROJECT
D035818
P.I.N. 1760.51
B.I.N. 3301700
Water Street (C.R. 10A) over the Branch
- b) Owner: Essex County
- c) Engineer: CPL

<u>Paragraph</u>	<u>INDEX</u>	<u>Page</u>
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1. Defined Terms

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

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

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

2. Copies of Bidding Documents

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

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

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

3. Bidders Responsibility

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

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

4. Bidders Qualifications

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

5. Examination of Contract Documents and Site

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

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

5.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work;

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

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

5.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

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

5.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

5.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the “technical data” contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structured, nor upon the completeness thereof for purposes of bidding or copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any “technical data” or any such data, interpretations, opinions, or information.

5.3. Information and data or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

5.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions.

5.5. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

5.6. On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

5.7. Reference is made to the Supplementary Conditions for identification of the general nature of work that is to be performed at the site by Owner of others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of the Contract Documents (other than portions thereof related to price) for such work.

5.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

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

6. Availability of Lands for Work, etc.

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

7. Interpretation and Addenda

7.1. All questions about the meaning or intent of the Bidding documents are to be directed to Engineer through the Purchasing Agent. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Purchasing Agent as having received the Bidding documents. Questions received less than ten days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be

binding. Oral and other interpretations or clarifications will be without legal effect.

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

8. Bid Security

8.1. Each Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent (5%) of Bidders maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of section 5.01 of the Supplementary Conditions.

8.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-fifth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the bid opening.

9. Contract Times

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.14 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

10. Liquidated Damages

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

11. Substitute and "Or-Equal" Items

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

considered by Engineer until after the Effective Date of the Agreement. The procedure for submission for any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05.A, 6.05.B and 6.05.C of the General Conditions and may be supplemented in the General Requirements.

12. Subcontractors, Suppliers and Others

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

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

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

12.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

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

13. Bid Form

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

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

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

13.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

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

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

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

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

14. Submission of Bids

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

15. Modification and Withdrawal of Bids

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

15.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the OWNER and ENGINEER prior to the awarding of the contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a

substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid; and (5) it is possible to place the OWNER in status quo ante.

16. Opening of Bids

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

17. Bids to Remain Subject to Acceptance

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

18. Award of Contract

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

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

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

18.4. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.

18.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to

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

18.6. If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the project.

18.7. If the contract is to be awarded, OWNER will give successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

19. Contract Security

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

20. Signing of Agreement

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

21. Prebid Conference

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

22. Lobbying Activities on Federal Aid Contracts

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

23. Sales and Use Taxes

OWNER is exempt from New York State Sales and Use Tax on materials and equipment to be incorporated into work (Exemption No. 14-600-2576). Said taxes should not be included in Contract Price. Refer to the Supplementary Conditions SC-6.10 for additional information.

24. Non-Collusive Bidding Procedures

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

25. Disadvantaged Business Enterprise Utilization Goals

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

26. Schedule for Bid and Award of Contract

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

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

27. Prevailing Wages

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

28. Federal Aid Contract

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

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

PROJECT SCHEDULE

CONTRACT DESCRIPTION: REPLACEMENT OF THE WATER STREET (CR 10A)
BRIDGE - BIN 3301700 OVER THE BRANCH

NOTICE TO BIDDERS: Thursday, June 17, 2021

PRE-BID MEETING AT DPW OFFICE: N/A

BID OPENING DATE: Tuesday, July 20, 2021 at 2:00 PM

ESTIMATED START DATE: Immediately after award

SUBSTANTIAL COMPLETION: (**)

(**) The work shall be substantially complete within **180** calendar days after the date when the Contract Times commence to run and completed and ready for final payment within **210** calendar days after the date when the Contract Times commence to run.

Winter Shutdown Period - The Contractor shall schedule his/her operations so that the winter shutdown is on November 15. See the Special Note entitled "Winter Shutdown Requirements - Winterization Plan" for requirements that shall apply.

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INDEX TO
PROPOSAL

DESCRIPTION

Vendor Responsibility Questionnaire	4 pages
Certificate of Authority	1 page
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Proposal	2 pages
Certification of Compliance With Iran Divestment Act	1 page
Local Projects Manual (LPM), Appendix 12-1 Forms	29 page
• Non-Collusive Bidding and Disbarment Certifications	
• Lobbying Certification	

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**ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; YES NO

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

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

CERTIFICATE OF AUTHORITY

I, _____
 (Officer other than officer executing proposal documents)

certify that I am the _____ of the _____
 (Title) (Name of Contractor)

_____ a corporation, duly organized and in good standing under the

_____ (Law under which organized, e.g., the New York Business Corporation Law)

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

who signed said agreement on behalf of the Contractor was, at the time of execution,

_____ of the Contractor; that said agreement was duly signed for
 (Title of such person)

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

 Signature

 Corporate Seal

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

On this _____ day of _____, 20____, before me personally came _____
 _____ to me known, and known to me to be the _____

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

 Notary Public

 County

CERTIFICATION OF EXPERIENCE

BIDDER: _____

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

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

 NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

 NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

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AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

 NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

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 or 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 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

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____
(Project)

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)

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]
Lobbying Certification	_____
BID SUMMARY FORM(S) (BSF-1 TO BSF 14)	_____
AFFIDAVIT OF WORKER'S COMPENSATION	_____
DBE/MBE UTILIZATION GOALS	_____
PROOF OF ABILITY TO DO WORK IN NYS OR COVENANT TO OBTAIN (OBTAINED FROM NY DEPT OF STATE)	_____
CERTIFICATION OF COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT	_____
NON-INTERRUPTION OF WORK AGREEMENT	_____

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

NYS UNIFORM CONTRACTING QUESTIONNAIRE (obtained from the office of contract management pre-award unit)	_____
---	-------

PROPOSAL

Date: _____

Proposal of _____

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for PIN 1760.51, Replacement of the Water Street (CR 10A) Bridge – BIN 3301700 over the Branch in the Town of Elizabethtown, New York for the following Unit Price.

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. The Unit Price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.

(Amount in Words)

(Amount in Figures)

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

Unit Prices have been computed in accordance with paragraph 11.03.C General Conditions. The undersigned acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

The undersigned agrees that the Work will be substantially completed and completed and ready for final payment in accordance with section 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ADDENDA ACKNOWLEDGEMENT

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____

The undersigned agrees as follows:

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

Bidder: _____

By: _____

Title: _____

Address: _____

Dated: _____

Telephone: _____

Fax: _____

Social Security/Federal ID No: _____

Email: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____
day of _____, 20__

Notary Public

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CHAPTER 12, APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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If Sponsors use NYSDOT Standard Specifications for their construction projects, include the following Federal requirements in ALL contract bid proposals:

- Certification for Federal Aid Contracts.**
- Disclosure of Lobbying Activities.**
- Non-Collusive Bidding Certification**, this format provides a single signature page for the bidder to sign with all requirements listed.
- U.S. Department of Transportation Hotline Information.**
- Equal Employment Opportunity Requirements.** See Section 102-11 of the NYSDOT Standard Specifications.
- FHWA-1273 Required Contract Provisions.**

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CERTIFICATION FOR FEDERAL AID CONTRACTS

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

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

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

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

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

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

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

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

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

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DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
a. contract		a. bid/offer/application		a. initial filing	
b. grant		b. initial award		b. material change	
c. cooperative agreement		c. post-award		For Material Change Only:	
d. loan				year _____ quarter _____	
e. loan guarantee				date of last report _____	
f. loan insurance					
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:			Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known:		
			\$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		Date:
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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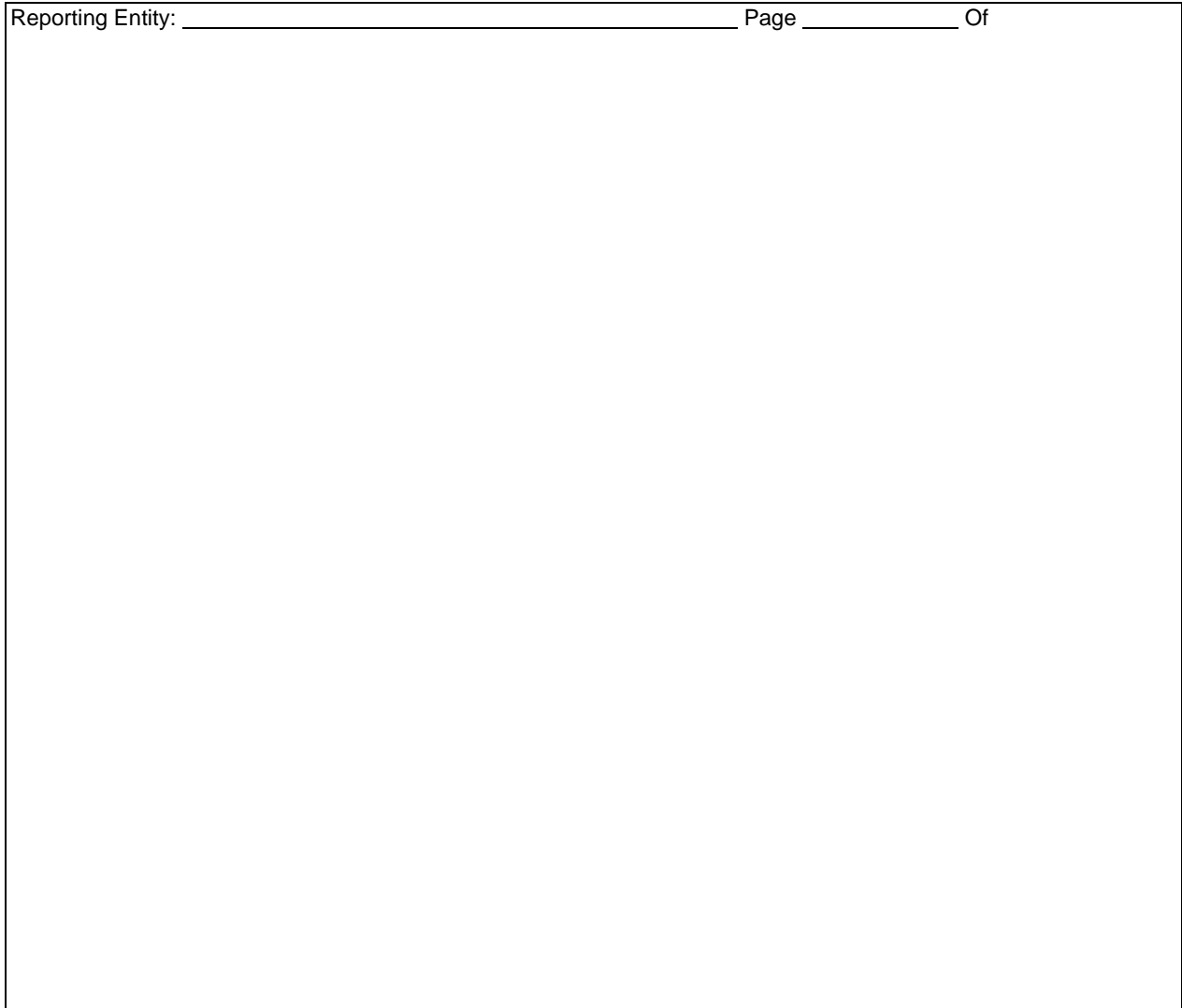
REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by
OMB
0348-0046

Continuation Sheet

Reporting Entity: _____ Page _____ Of _____



Authorized for Local Reproduction - Standard Form LLL

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NON-COLLUSIVE BIDDING CERTIFICATIONS**REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW**

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

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

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

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

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

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

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

(A) 2

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

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

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

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

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

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

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

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

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

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

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

Date:

(Legal Name of Person, Corporation, or Firm Which
is Submitting Bid or Proposal)

BY: _____
(Signature of Person Representing Above)

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AS: _____
 (Official Title of Signator in Above Firm)
 (Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
 COUNTY OF)

On this _____ day of _____, 20____, before me
 personally came _____, to me known and known
 to me to be the person who executed the above instrument, who being duly sworn by me, did
 depose and say that he/she resides at

_____, and that he/she is the
 of the

the corporation described in and which executed the above instrument, and that he/she signed
 his/her name thereto on behalf of said Corporation by order of the Board of Directors of said
 Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
 COUNTY OF)

On this _____ day of _____, 20____, before
 me
 personally came _____, to me known and known
 to
 me to be the person described in and who executed the above instrument, who, being duly
 sworn
 by me, did for himself/herself depose and say that he/she is a member of the firm of
 _____, consisting of himself/ herself and
 _____, and that he/she executed the foregoing instrument in the firm name of
 _____ and that
 he/she had authority to sign same, and did duly acknowledge to me that he/she executed same
 as
 the act and deed of said firm of _____ for the uses
 and
 purposes mentioned herein.

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Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20_____,
before me personally came _____, to me known and

known to me to be described in and who executed the foregoing instrument, and that he/she
acknowledged that he/she executed the same.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____
Street or P. O. Box No.

City

State ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

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If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

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

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

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

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

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EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

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

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

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Fitters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

GOALS FOR WOMEN

Female Goals - 6.9%

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

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

NON-BIDDER RESPONSE

Bid/RFP Name: PIN 1760.51, REPLACEMENT OF THE WATER STREET (CR 10A)
BRIDGE - BIN 3301700 OVER THE BRANCH

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:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

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Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
					-					
					-					
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
Base Bid					
201.06	CLEARING AND GRUBBING	1 / LS	_____ Dollars and _____ Cents	\$ _____	\$ _____
202.19	REMOVAL OF SUBSTRUCTURES	70 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	225 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
203.03	EMBANKMENT IN PLACE	1070 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
203.07	SELECT GRANULAR FILL	56 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
203.21	SELECT STRUCTURE FILL	675 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
206.01	STRUCTURE EXCAVATION	3450 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
206.0201	TRENCH AND CULVERT EXCAVATION	230 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
207.20	GEOTEXTILE BEDDING	35 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	160 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
209.13	SILT FENCE-TEMPORARY	770 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
209.1702	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAG - TEMPORARY	1 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
304.12	SUBBASE COURSE, TYPE 2	240 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
402.000014	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	10 / QU	_____ <u>Seventy</u> _____ Dollars and _____ <u>No</u> _____ Cents	\$70.00	\$700.00

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
402.128304	12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION	61 / TON	_____ Dollars and _____ Cents	\$ _____	\$ _____
402.198904	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	55 / TON	_____ Dollars and _____ Cents	\$ _____	\$ _____
402.378904	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	82 / TON	_____ Dollars and _____ Cents	\$ _____	\$ _____
407.0102	DILUTED TACK COAT	81 / GAL	_____ Dollars and _____ Cents	\$ _____	\$ _____
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	67 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	210 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
551.40200017	FURNISHING EQUIPMENT FOR INSTALLING MICROPILES	1 / LS	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
551.50220017	STATIC PILE LOAD TEST	2 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
551.99450017	PERMANENT CASING FOR MICROPILES	650 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
551.99460017	MICROPILES (CONTRACTOR DESIGNED)	50 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
553.020001	COFFERDAMS (TYPE 2)	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
553.020002	COFFERDAMS (TYPE 2)	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
553.020003	COFFERDAMS (TYPE 2)	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
555.01940007	STAINING CONCRETE SURFACES	1015 / SF	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
555.08	FOOTING CONCRETE, CLASS HP	195 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
555.09	CONCRETE FOR STRUCTURES, CLASS HP	160 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
555.72940001	ARCHITECTURAL TREATMENT - VERTICAL CONCRETE SURFACES	1015 / SF	_____ Dollars and _____ Cents	\$ _____	\$ _____
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	21222 / LB	_____ Dollars and _____ Cents	\$ _____	\$ _____
557.0503	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOMFORMWORK NOT REQUIRED - TYPE 3 FRICTION	348 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
557.2003	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 3 FRICTION	67 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
557.30	SIDEWALKS AND SAFETY WALKS	78 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
558.02	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE	316 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
559.16960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE	1870 / SF	_____ Dollars and _____ Cents	\$ _____	\$ _____
559.18960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGEDECKS AND BRIDGE DECK OVERLAYS	4310 / SF	_____ Dollars and _____ Cents	\$ _____	\$ _____
559.90010011	ANTI-GRAFFITI PROTECTION COATING	113 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
563.02	PRESTRESSED CONCRETE BOX BEAMS UNITS	2880 / SF	_____ Dollars and _____ Cents	\$ _____	\$ _____
565.1923	TYPE E.L. BEARING (112 TO 168 KIPS)	16 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
568.70	TRANSITION BRIDGE RAILING	133 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
569.03	VERTICAL FACED CONCRETE PARAPET	190.4 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
603.171116	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 15 INCH DIAMETER, 16 GAUGE	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
603.9815	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER	44 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
604.300691	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR PARALLEL BAR #11PCB FRAME	4.67 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
606.10	BOX BEAM GUIDE RAILING	3 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
606.120101	BOX BEAM END PIECE	2 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	2 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
606.65	REMOVING AND STORING PRECAST CONCRETE BARRIER	115 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	13 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	75 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
608.000013	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA SIDEWALK ITEMS	1 / QU	_____ <u>Seventy</u> _____ Dollars and _____ <u>No</u> _____ Cents	\$70.00	\$70.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	15 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS ,AND VEGETATION CONTROL STRIPS	11 / TON	_____ Dollars and _____ Cents	\$ _____	\$ _____
609.0201	STONE CURB, GRANITE, (TYPE A)	165 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
609.0302	STONE CURB - BRIDGE (TYPE F1)	230 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
610.1401	TOPSOIL - REUSE ON-SITE MATERIALS	7 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
610.1403	TOPSOIL - LAWNS	50 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
610.1602	TURF ESTABLISHMENT - LAWNS	445 / SY	_____ Dollars and _____ Cents	\$ _____	\$ _____
611.0361	PLANTING - CONIFEROUS TREES - 6 FOOT HEIGHT BALL & BURLAP, FIELD POTTED OR FIELD BOXED	7 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
613.04000001	STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS	4 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
614.060201	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS CUT TO ABOVE GRADE	10 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51
Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	2 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
614.060304	TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BREASTHEIGHT - STUMPS GRUBBED	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
614.0701	PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6INCHES ABOVE GRADE	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1 / LS	_____ Dollars and _____ Cents	\$ _____	\$ _____
619.04	TYPE III CONSTRUCTION BARRICADE	20 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
619.110511	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS REQUIRED	3 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)	80 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51
Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
619.1719	WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS	8 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
619.27	MAILBOXES	3 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
620.03	STONE FILLING (LIGHT)	11 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
620.05	STONE FILLING (HEAVY)	370 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
620.0801	BEDDING MATERIAL, TYPE 1	77 / CY	_____ Dollars and _____ Cents	\$ _____	\$ _____
625.01	SURVEY OPERATIONS	1 / LS	_____ Dollars and _____ Cents	\$ _____	\$ _____
625.05	STEEL PIN AND CAP RIGHT-OF-WAY MARKER	4 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	8 / MNTH	_____ Dollars and _____ Cents	\$ _____	\$ _____
645.81	TYPE A SIGN POSTS	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS	7 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
646.31	STEEL POST, 1.1 LB/FT	7 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30SQUARE FEET)	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
647.41	REMOVE AND STORE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I(UNDER 30 SQUARE FEET)	7 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
655.0902	PARALLEL BAR FRAME 11 PCB & PARALLEL BAR GRATE 11 PCB	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
663.0108	DUCTILE IRON CEMENT LINED WATER PIPE, 8"	155 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
663.2001	IRON WATER MAIN FITTINGS (3 " - 8 ")	275 / LB	_____ Dollars and _____ Cents	\$ _____	\$ _____
663.33	ADJUST EXISTING VALVE BOX ELEVATION	2 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
663.40	DISCONNECT AND CAP EXISTING WATER MAIN	1 / EACH	_____ Dollars and _____ Cents	\$ _____	\$ _____
685.01	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MILS	750 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
685.02	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES-15 MILS	750 / LF	_____ Dollars and _____ Cents	\$ _____	\$ _____
697.03	FIELD CHANGE PAYMENT	82000 / DC	_____ One Dollars and _____ No Cents	\$1.00	\$82,000.00

P.I.N. 1760.51

Replacement of the Water Street Bridge (B.I.N. 3301700) over the Branch

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
698.04	ASPHALT PRICE ADJUSTMENT	261 / DC	_____ One _____ Dollars and _____ No _____ Cents	\$1.00	\$261.00
698.05	FUEL PRICE ADJUSTMENT	100 / DC	_____ One _____ Dollars and _____ No _____ Cents	\$1.00	\$100.00
699.040001	MOBILIZATION	1 / LS	_____ Dollars and _____ Cents	\$ _____	\$ _____
Total Base Bid	_____		_____ Dollars		BASE BID
Written in Words	_____ and _____		_____ Cents	TOTAL \$	_____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

ARTICLE 1 – WORK

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

PIN 1760.51, REPLACEMENT OF THE WATER STREET (CR 10A) BRIDGE - BIN 3301700 OVER THE BRANCH

ARTICLE 2 – ENGINEER

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

ARTICLE 3 - CONTRACT TIME

3.1. The Work shall be substantially complete within **180 calendar days** after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with section 14.07 of the Standard General Conditions within **210 calendar days** after the date when the Contract Times commence to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 “Schedule of Liquidated Damages” included below. If Section 108-03 and/or Table 108-1 are amended during the project, the amended provision shall control. The Reference to the “Commissioner of Transportation” shall be read to mean OWNER.

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

ARTICLE 4 - CONTRACT PRICE

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

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

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

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

ARTICLE 5 – PAYMENTS

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

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

- 5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and a=on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as determined by the Engineer. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semi-monthly payments may be rendered provided (a) the value of work performed in two successive weeks is more than \$50,000 or (b) the Engineer deems it to be on the best interest of the Owner to do so. The Contractor shall not hold any retainage from any Subcontractor.

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

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

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

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

ARTICLE 6 - INTEREST

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

ARTICLE 7 - CONTRACTOR REPRESENTATIONS.

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including “technical data.”
- 7.2 CONTRACTOR as visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth on paragraph SC-4.02 of the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR’S purposes. CONTRACTOR acknowledges that WONER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to the CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract

Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. General Conditions
- 8.5. Supplementary Conditions
- 8.6. All technical specification as set forth in the Table of Contents
- 8.7. Drawings consisting of a cover sheet and sheets numbered **2** through **61**, inclusive with each sheet bearing the following general title:
- 8.8. Addenda numbers to , inclusive
- 8.9. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.11. Appendix A – Additional Provisions
- 8.12. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.13. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

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

ARTICLE 9 - MISCELLANEOUS.

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

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

9.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and unenforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.6. OTHER PROVISIONS

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

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER_____

CONTRACTOR_____

By:_____

By:_____

[COPORATE SEAL]

[CORPORATE SEAL]

Attest:_____
Address for giving notices

Attest:_____
Address for giving notices

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement

License No._____

Agent for services of process:_____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

ACKNOWLEDGMENT OF COUNTY

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

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

.....
 Notary Public

ACKNOWLEDGMENT OF CONTRACTOR

State of }ss
County of }ss

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

..... of

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

.....
 Notary Public

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CERTIFICATE OF ATTORNEY - OWNER

I, the undersigned

the duly authorized and acting legal representative of the

do hereby certify that I have examined the foregoing contract and the Surety Bond attached thereto and the manner of execution thereof, and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives, and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Signed: _____

Title: _____

Date: _____

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AFFIDAVIT OF WORKERS COMPENSATION

State of _____

SS: _____

County of _____

of _____

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

Signed: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

Notary Public

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ADDENDUM A

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

The low bidder will be required to complete a New York State Uniform Contracting Questionnaire, which must be approved by NYSDOT prior to an award being made.

Whenever local requirements differ from Federal requirements, the Federal requirements will prevail.

ADDENDUM B

Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, DCES or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents relating to this contract.

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INDEX TO
GENERAL CLAUSES

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GENERAL CLAUSES

1. Material and Workmanship

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

2. Definitions

OWNER - The County of Essex

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

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

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

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

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

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

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

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

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

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

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

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

N.E.C. - National Electrical Code

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

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

3. Boundaries of Work

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

4. Proper Method of Work and Proper Materials

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

5. Control of Area

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

6. Permits, Fees, Etc.

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

7. Traffic

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

8. Inspection

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

9. Stopping Work

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

10. Dimensions

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

11. Utilities and Service Lines

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

12. Sanitary Regulations

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

13. Representative Always Present

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

14. Work in Bad Weather

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

15. Protection of Work until Completion

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

16. Removal of Temporary Structures and Cleaning Up

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

17. Gross Loads Hauled on Highway

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

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

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

19. Property Damage

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

20. Claims for Damages

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

21. Equivalent Quality

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

22. Payment

No direct payment will be made for work done or materials furnished under the Information for Bidders, General Clauses and Special Clauses, except where expressly stated elsewhere, but compensation shall be deemed to be included in the contract lump sum price for the total work and/or the contract unit prices for the various items of the work.

23. Extra Work: Increased Compensation

Decreased Work: Credit to the Owner

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

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

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

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

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

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

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

24. Disputed Work - Notice of Claims for Damages

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of this Contract, he must promptly, within five calendar days after being directed to perform such work, notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the contractor shall promptly comply. In order, however, to preserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Engineer's determination and direction, notify the Engineer, in writing that the work is being performed or that the

determination and direction is being complied with, under protest. Failure of the contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

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

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

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

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

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

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, the County of Essex, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and
- (b) any and all contracts made with the State, the County of Essex or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the State, or by the County of Essex, without incurring any penalty or owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

26. Contractor's Report of Employment and Weekly Affidavit

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

27. Subletting

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

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

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

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

28. Assignment of Contract

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

29. Claims and Disputes

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

Decision of Essex County, its Engineer or Construction Manager. Claims shall be referred initially to the County or its Engineer or Construction Manager for action as provided below. A decision by the County or its Engineer or Construction Manager, shall be required as a condition precedent to litigation of a Claim between Essex County and Contractor as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the County or Construction Manager in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of the County Superintendent or Construction Manager is vacant, (2) the County or Construction Manager has not received evidence or has failed to render a decision within agreed time limits, (3) the County or its Engineer or Construction Manager has failed to take action required within 15 days after

the Claim is made, (4) 45 days has passed after the Claim has been referred to the County or its Engineer or Construction Manager or (5) the Claim relates to a mechanic's lien.

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

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

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

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

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

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

30. Resolution of Claims and Disputes

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

if any, of the nature and amount of the Claim.

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

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

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

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

31. Delays

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

32. Overlapping Work

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

The Contractor shall coordinate the work of his various Subcontractors. Their respective operations shall be arranged and conducted so that delays are avoided. Where the work of the Contractor or Subcontractors overlaps or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the

work continuously in an efficient and workmanlike manner. Delays or oversights on the part of the Contractor or Subcontractors or Utility Owners in performing their work in the proper manner thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

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

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

CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

County of Essex

Department of Public Works

Contract No. _____ Report No. _____ Weeks Ending _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

I, _____
(Name of signatory person and title)

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

(Contractor or Subcontractor)

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

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

By _____
(Signature and Title)

State of _____) ss.
County of _____)

Sworn to before me this ____ day of _____ 20__

Notary Public

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

(DATE)

(Signature & Title of Essex County Public Works Engineer)

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APPENDIX A – Permits/Approvals

PERMITS:

- NYSDEC, Water Quality Certification - Under Section 401, Clean Water Act - Permit ID 5-1524-00057/00014
- NYSDEC, Stream Disturbance - Under Article 15, Title 5 - Permit ID 5-1524-00057/00013
- USACOE, Section 404 Nationwide Permit #3 - NAN-2020-00934-UPO
- NYSDOH - Approval of Plans for Public Water Supply Improvement

STANDARD SPECIAL CLAUSES
ROAD AND BRIDGE CONSTRUCTION CONTRACTS

1. Intent.

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

2. Contract Items.

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

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

3. Tonnage Payments.

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

4. Pre-Construction Conference.

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

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

5. Preservation of Natural Features.

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

shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his/her own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

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

6. Protection of Waters and Environmental Conservation Law Compliance

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

7. Prevention of Dust Hazard.

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

8. Use of Explosives.

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

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

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

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

In any emergency, if explosives must be discharged in order to protect persons from immediate and substantial danger of death or serious personal injury, the seventy-two hour notice requirements of this article will be waived, provided the Engineer, the concerned persons, corporations or municipalities are notified as soon as reasonably possible before any such discharge is undertaken.

9. Construction Near Pipes Conveying Combustible Gas.

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

10. Notices to Utility Owners.

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

11. Protection of Utilities and Structures.

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

12. Test Pits.

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

13. Protection of Pavement.

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

14. Protection of Structures from Bituminous Materials.

Before applying any bituminous materials, the Contractor shall protect as may be necessary all inlets, catch basins, manholes, vaults, water valve boxes, walls, curbs, gutters and other similar structures to prevent their defacement

by such materials. Structures shall be completely covered or treated to prevent bituminous materials from entering their covers, gratings or crevices, or to prevent their concealment. After the application of the bituminous materials has been completed, the Contractor shall inspect all structures within the area of such construction activities and remove all remaining bituminous defacements caused by his operations.

15. Salvable Materials

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

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

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

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

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

17. Areas Inaccessible to Roller.

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

18. Pipes and Culverts in Fill Areas.

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

19. Delivery of Materials.

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

20. Asphalt Concrete Pavement.

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

21. Portland Cement Concrete.

It is intended that all concrete placed under the Contract shall be air-entraining concrete. The type of Portland cement to be used shall be Type 2 with an approved air-entraining agent as specified in Section 701-01 Portland

cement and Section 711-08 Admixtures of the New York State Department of Transportation Specification. The amount of air-entrainment shall be as required in Table 501.4 of the same specifications.

22. Cleaning of Catch Basins and Manholes.

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

23. Noisy Manhole Covers.

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

24. Guarantee of the Work Under the Contract.

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

25. Contract Work by General Contractor.

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

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



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:

WATER ST BRIDGE
WATER ST BRIDGE OVER THE BRANCH
ELIZABETHTOWN, NY 12932

Facility Location: in ELIZABETHTOWN in ESSEX COUNTY

Facility Principal Reference Point: NYTM-E: 611.208 NYTM-N: 4897.4
Latitude: 44°13'16.8" Longitude: 73°36'27.9"

Authorized Activity: Removal of a bridge with a center pier and replacement of with a single span bridge over the Branch. The existing bridge including the concrete piers and abutments will be completely removed, and the new bridge abutments will be installed along with rip rap as scour protection, resulting in approximately 75 cubic yards of net fill below the mean high water level. 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 5-1524-00057/00013

New Permit

Effective Date: 11/3/2020

Expiration Date: 10/1/2023

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 5-1524-00057/00014

New Permit

Effective Date: 11/3/2020

Expiration Date: 10/1/2023

NYSDEC Approval

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

Permit Administrator: ERIN L BURNS, Deputy Regional Permit Administrator

Address: NYSDEC Region 5 Headquarters
1115 NYS ROUTE 86
PO BOX 296
RAY BROOK, NY 12977 -0296

Authorized Signature: _____

Erin L. Burns

Date 11 / 03 / 2020



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 CLP, received by the DEC on September 11 & 15, 2020, and October 1, 2020.
- 6. Notice of Intent to Commence Work** The permittee shall submit a Notice of Intent to Commence Work to Bureau of Fisheries at least 48 hours in advance of the time of commencement and shall also notify them promptly in writing of the completion of work.
- 7. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

WATER QUALITY

- 8. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 9. No Equipment in the Water** Heavy equipment operation in the water is prohibited. With backhoes and similar heavy equipment, the bucket may enter the water.
- 10. Concrete Leachate** During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.
- 11. Maintain Water Flow During Work** During periods of work activity, flow immediately downstream of the work site shall equal flow immediately upstream of the work site.
- 12. Turbid Discharges** Visibly turbid discharges from land clearing, grading or excavation activities, or de-watering operations shall not enter the stream, navigable water, or wetland. Prior to entry into stream, navigable water or wetland, any such discharge shall be:
- retained in an appropriately maintained upland settling basin;
 - filtered through crushed stone, sand, straw bales, silt screening (maximum opening size of U.S. Sieve Number 20), etc.; or,
 - directed to a grassy upland area a sufficient distance from the stream to prevent change in turbidity of the receiving water.

EROSION CONTROLS

- 13. Siltation Prevention Measures** Siltation prevention measures, such as silt fencing, sediment traps or settling basins, shall be installed and maintained during the project, to prevent movement of silt and turbid waters from the project site into any watercourse, stream, water body or wetland.
- 14. Clearing of Vegetation** Clearing of natural vegetation shall be limited to that material which poses a hazard or a hindrance to the construction activity.
- 15. Install and Maintain Erosion Controls** Staked hay or straw bales or other DEC-approved erosion control measures are to be installed on the downslope edge of any disturbed areas. This barrier to sediments is to be put in place before any disturbance of the ground occurs and is to be maintained in a functional condition until all disturbed land is heavily vegetated.
- 16. Materials Removed from Bed and Banks** Any debris or excess materials from construction of this project shall be immediately and completely removed from the bed and banks of all water areas to an appropriate upland area for disposal.

17. Seed, Mulch Disturbed Areas All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first.

18. Temporary Mulch, Final Seeding If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.

PRE-CONSTRUCTION REQUIREMENTS

19. Filter Fabric Curtain Around Work Area A filter fabric (turbidity) curtain weighted across the bottom and suspended at the top by floats shall be positioned to enclose the work site before commencing operations. The curtain shall remain in place and in functional condition during all phases of the operations and remain in place until turbidity inside the curtain no longer exceeds ambient levels.

20. Sandbags Sandbags shall be of the filter fabric type, double bagged and individually tied to prevent sand leakage. They shall be placed and removed manually to prevent spillage. Only clean sand, free of debris, silt, fine particles, or other foreign substances shall be used to fill the bags. All bags shall be filled at an upland site where spillage will not enter the water, and all sand stored on-site shall be surrounded by straw bales or covered with a tarp to prevent erosion of the sand into the water.

21. Dewatering Within Cofferdam Dewatering within the coffer(s) shall be performed so as to minimize siltation and turbidity. Water taken from the coffered area will be passed through settling basins, filter material or other accepted devices to prevent the discharge of turbid water into the receiving waterbody. All fish trapped within the cofferdam during the dewatering process shall be returned, alive and unharmed, to the water outside the confines of the cofferdam.

22. Settling of Sediments Within Cofferdam The cofferdam shall remain in place until the water clarity in the coffered area matches the open water.

CONSTRUCTION REQUIREMENTS

23. Clean Fill Only All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

24. No Rock From Stream/Lake No rock for use in construction is to come from the stream or lake bed.

25. Consolidation of Armor Stone Prohibited Armor stone may not be consolidated with concrete or by any other means.

26. 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.

27. 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

28. 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.

29. 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.

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

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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

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

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

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

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

Regional Permit Administrator
NYSDEC Region 5 Headquarters
1115 NYS ROUTE 86
PO BOX 296
RAY BROOK, NY 12977 -0296

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Stream Disturbance, Water Quality Certification.

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

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



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

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

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

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

Item B: Permittee's Contractors to Comply with Permit

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

Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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



NOTICE OF INTENT TO INITIATE PROJECT CONSTRUCTION

NOTE: This notice must be mailed or faxed to the appropriate Department of Environmental Conservation Office listed below. Notice must be received by the Department at least 48 hours prior to initiation of construction activities.

The following information is to be filled out by DEC:

DEC Permit #: 5-1524-00057/00013
Permittee Name: Essex County
Address: 7551 Court Street
 Elizabethtown, NY 12932

Telephone Number: (518) 873-3353

The following information must be completed by the Permittee:

I plan on initiating work on my project on _____
 month/day/year

My contractor is: _____

Address: _____

Telephone: _____

Please mail or FAX this form prior to initiating project to:

 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

 NOTICE 

The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

Permit Number 5-1524-00057/00013



Erin L. Burns
Deputy Regional Permit Administrator

Expiration Date October 1, 2023

NOTE: This notice is NOT a permit

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DEPARTMENT OF THE ARMY
 U.S. Army Corps of Engineers, ATTN: CENAN-OP-RU
 Upstate Regulatory Field Office
 1 Buffington St., Building 10, 3rd Fl. North
 Watervliet, New York 12189-4000

Upstate New York Section

Sent By Email Only on October 19, 2020

SUBJECT: Permit Application No. NAN-2020-00934-UPO
 by Essex County DPW
 Town of Elizabethtown, Essex County, New York

Mr. James Dougan, Superintendent
 Essex County DPW
 8053 U.S. Route 9
 Elizabethtown, New York 12932

Dear Superintendent:

This office has reviewed your Joint Application Form received on September 15, 2020, and the additional information received on October 1, 2020, including the drawings prepared by Clark Patterson Lee entitled, "Water Street over The Branch", sheet nos. 1 - 11, which are all dated October 1, 2020. The submitted information describes a proposal that would consist of the following:

The discharge of fill material into waters of the United States to facilitate the replacement of an existing double archway bridge (BIN 3301700) conveying The Branch at 44°13'16.5"N 73°36'27.1"W. The existing 100'x48' bridge and abutments will be removed and replaced in-place with a new single span bridge, (2) new support structures constructed in uplands, and riprap embankment protection. No more than 195 cubic yards of fill material will be discharged over 1,465ft² below the Ordinary High Water Mark (OHWM) of The Branch to complete the work. All work occurring below the OHWM of The Branch will be conducted during low flow with cofferdams constructed to create dry working conditions. Catchment devices (netting, screens and/or platforms) will be installed during the removal of the existing bridge and abutments to prevent construction debris from entering The Branch. Temporary access will be constructed at the westerly approach and accomplished with timber dunnage. All disturbed stream areas shall be restored to preconstruction conditions using native streambed materials.

Based upon the information provided, it appears that your proposed work may be authorized under Department of the Army nationwide general permit number: 3. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 6, 2017 (82 FR 1860).

The work may be performed without further authorization from this office provided the activity complies with the terms and conditions of the Nationwide Permits (NWP) and the permit conditions listed in Section B, No. 3, Section C, any applicable New York District regional conditions, and any applicable regional conditions added by

PLEASE USE THE ABOVE 18-CHARACTER FILE NUMBER ON ALL CORRESPONDENCE WITH THIS OFFICE

the State of New York. Please note that NWP General Condition No. 12 requires the installation and maintenance of proper soil erosion and sediment controls during construction.

The 2017 Nationwide Permits, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

<http://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>

Please review and familiarize yourself with all relevant terms and conditions of the nationwide permit prior to proceeding with your project, and subsequently ensure you adhere to all conditions through the duration of the project. If you do not have internet access and require a specific paper copy, please contact the undersigned to request one be mailed to you. Please be sure to have your permit application number readily available when you call.

This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2022, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

Please note that this determination does not eliminate the need to obtain any other Federal, State, or local authorizations required by law for the above described work, including any required permit from the NYSDEC.

In order for us to better serve you, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

Any inquiries can be directed to the undersigned at (518) 308-9823 or by email at Joseph.V.Podhirny@usace.army.mil.

Sincerely,

PODHIRNY.JOSEPH.V
INCENT.1300882362

Digitally signed by
PODHIRNY.JOSEPH.VINCENT.13008
82362
Date: 2020.10.19 14:55:40 -04'00'

Joseph V. Podhirny
Project Manager/Ecologist
Upstate New York Section

Cf: NYSDEC Region 5, Ray Brook
Town of Elizabethtown
G. Neddo - CPL

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Approval of Plans for Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

1. Applicant Essex County	2. Location of Works (C, V, T) Town of Elizabethtown	3. County Essex	4. Water District (Specific Area Served) Elizabethtown WD
<p>5. Type of Project</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <input type="checkbox"/> 1 Source <input type="checkbox"/> 2 Transmission </div> <div style="width: 20%;"> <input type="checkbox"/> 3 pumping units <input type="checkbox"/> 4 Chlorination </div> <div style="width: 20%;"> <input type="checkbox"/> 5 Fluoridation <input type="checkbox"/> 6 Other Treatment </div> <div style="width: 20%;"> <input checked="" type="checkbox"/> 7 Distribution <input type="checkbox"/> 8 Storage <input type="checkbox"/> 9 Other </div> </div> <p>Remarks:</p> <p>This project includes the replacement of approximately 155 linear feet of 8" water main with 8" cement lined Ductile Iron water main across The Branch on Water Street, including valves, fittings, and any other associated appurtenances.</p>			

By initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform to the following:

- a. THAT the proposed works be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.
- b. THAT the proposed works not be placed into operation until such time as a Completed Works Approval is issued in accordance with Part 5 of the New York State Sanitary Code.

See attached for Special Conditions c through g.

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

December 7, 2020

Marlene R. Martin

, P.E.

Designated Representative
Marlene R. Martin, PE
Professional Engineer 1
NYSDOH - Saranac Lake District Office

General

6. Type of Ownership			<input type="checkbox"/> 68 Private – Other	<input type="checkbox"/> 1 Authority	<input type="checkbox"/> 30 Interstate
<input checked="" type="checkbox"/> Municipal	<input type="checkbox"/> Commercial	<input type="checkbox"/> Private – Institutional	<input type="checkbox"/> 19 Federal	<input type="checkbox"/> 40 International	
<input type="checkbox"/> Industrial	<input type="checkbox"/> 9 Water Works Corp.	<input type="checkbox"/> 26 Board of Education	<input type="checkbox"/> 20 State	<input type="checkbox"/> 18 Indian Reservation	
7. Estimated Total Cost \$35,600	8. Population Served 800	9. Drainage Basin Boquet River Basin			
10. Federal Aid Involved? 1 Yes <input checked="" type="checkbox"/> <input type="checkbox"/> 2 No <input type="checkbox"/>			11. WSA Project? <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		

Source

12. <input type="checkbox"/> Surface Name:	Class:	13. Est. Source Development Cost
<input type="checkbox"/> Ground Name:	Class:	
14. Safe Yield	15. Description	

Treatment

16. Type of Treatment			
<input type="checkbox"/> 1 Aeration	<input type="checkbox"/> 4 Sedimentation	<input type="checkbox"/> 7 Iron Removal	<input type="checkbox"/> 10 Softening
<input type="checkbox"/> 2 Microstrainers	<input type="checkbox"/> 5 Clarifiers	<input type="checkbox"/> 8 Chlorination	<input type="checkbox"/> 11 Corrosion Control
<input type="checkbox"/> 3 Mixing	<input type="checkbox"/> 6 Filtration	<input type="checkbox"/> 9 Fluoridation	<input type="checkbox"/> 12 Other
17. Name of Treatment Works	18. Max. Treatment Capacity	19. Grade of Plant Operator Req.	20. Est. Cost
21. Description:			

Distribution

22. Type of Project:		23. Type of Storage	24. Est. Distribution Cost
<input type="checkbox"/> 1 Cross Connection	<input checked="" type="checkbox"/> 5 Distribution Mains	Elevated _____ gals.	\$ 780,000
<input type="checkbox"/> 2 Interconnection	<input type="checkbox"/> 6 Storage	Underground _____ gals.	
<input type="checkbox"/> 3 Transmission			
<input type="checkbox"/> 4 Fire Pump Cl ₂			
25. Anticipated Distribution (This Project)			26. Designed for fire flow?
System Demand: system demand will remain unchanged as a result of this project.			<input checked="" type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No
27. Description See Section 5, Remarks			

SPECIAL CONDITIONS

This project includes the replacement of approximately 155 linear feet of 8" water main with 8" cement lined Ductile Iron water main across The Branch on Water Street, including valves, fittings, and any other associated appurtenances.

- c. THAT the proposed works be constructed in compliance with all Federal, State and local regulations.
- d. THAT the disinfection of water mains and appurtenances shall be done in accordance with AWWA Standards for Disinfecting Water Mains, C651 (current edition, tablet method excluded).
- e. THAT a professional engineer shall supervise the construction of this project and implement any changes and/or additions agreed to by the New York State Department of Health.
- f. THAT as-built drawings of the proposed improvements shall be prepared and retained by the Town of Elizabethtown for record purposes.
- g. THAT all conditions specified in the approval letter of this day be strictly observed and conformed to in the construction of these works.

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GENERAL CONDITIONS

ARTICLE 1-DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. **Agreement**—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. **Asbestos**—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. **Bid**—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. **Bidder**—The individual or entity who submits a Bid directly to Owner.
7. **Bidding Documents**—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
8. **Bidding Requirements**—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
9. **Change Order**—A document recommended by Engineer which is signed by Contractor and

Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. **Claim**—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. **Contract**—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. **Contract Documents**—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. **Contract Price**—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. **Contract Times**—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.
16. **Cost of the Work**—See Paragraph 11.01 for definition.
17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. **Effective Date of the Agreement**—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and

- delivered by the last of the two parties to sign and deliver.
19. **Engineer**—The individual or entity named as such in the Agreement.
 20. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
 21. **General Requirements**—Sections of Division 1 of the Specifications.
 22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
 23. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 24. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
 26. **Milestone**—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
 27. **Notice of Award**—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
 28. **Notice to Proceed**—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
 29. **Owner**—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 30. **PCBs**—Polychlorinated biphenyls.
 31. **Petroleum**—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
 32. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
 33. **Project**—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
 34. **Project Manual**—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
 35. **Radioactive Material**—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
 36. **Resident Project Representative**—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
 37. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
 38. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
 39. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
 40. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. **Day:**

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

D. **Defective:**

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

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 Starting the Work

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

2.05 Before Starting Construction

- A. **Preliminary Schedules:** Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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

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

2.07 **Initial Acceptance of Schedules**

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for

sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 **Intent**

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

3.02 **Reference Standards**

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors,

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. **Contractor's Review of Contract Documents Before Starting Work:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. **Contractor's Review of Contract Documents During Performance of Work:** If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of

record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

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

4.02 Subsurface and Physical Conditions

- A. **Reports and Drawings:** Reference is made to the Supplementary Conditions for identification of:
1. **Subsurface Conditions:** those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 2. **Physical Conditions:** those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. **Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

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

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

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

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

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

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will

be subject to the provisions of Paragraphs 9.07 and 11.03.

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

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

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

4.04 Underground Facilities

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 Reference Points

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

4.06 Hazardous Environmental Condition at Site

- A. **Reports and Drawings:** The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. **Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or

revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted

portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until

completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

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

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

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

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

- b. by any other person for any other reason;
- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
- 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
- 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
- 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

- 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 **Owner's Liability Insurance**

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

5.06 **Property Insurance**

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance

coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 **Receipt and Application of Insurance Proceeds**

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

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

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 **Supervision and Superintendence**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be

responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

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

6.03 Services, Materials, and Equipment

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

otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

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

6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. **Substitute Items:**
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. **Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a

substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

- D. **Special Guarantee:** Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. **Engineer’s Cost Reimbursement:** Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. **Contractor’s Expense:** Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or

entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the

Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

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

other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

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

6.09 Laws and Regulations

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

- C. **Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall

remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall

erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

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

6.15 Hazard Communication Programs

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

6.16 Emergencies

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

6.17 Shop Drawings and Samples

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

1. Shop Drawings:

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

2. Samples:

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review

the submittal for the limited purposes required by Paragraph 6.17.D.

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

C. **Submittal Procedures:**

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. **Engineer's Review:**

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the

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

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. **Resubmittal Procedures:**

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

6.18 **Continuing the Work**

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

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

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the

Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

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

- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result

of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

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

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Engineer

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

8.03 Furnish Data

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

8.04 Pay When Due

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

8.05 Lands and Easements; Reports and Tests

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

physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

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

8.07 Change Orders

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

8.08 Inspections, Tests, and Approvals

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

8.09 Limitations on Owner's Responsibilities

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

8.10 Undisclosed Hazardous Environmental Condition

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

8.11 Evidence of Financial Arrangements

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

8.12 Compliance with Safety Program

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

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 Owner’s Representative

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

9.02 Visits to Site

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

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

9.03 Project Representative

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities

thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

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

9.05 Rejecting Defective Work

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

9.06 Shop Drawings, Change Orders and Payments

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

- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

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

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of

the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

9.10 Compliance with Safety Program

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or

from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

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

10.02 Unauthorized Changes in the Work

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

10.03 Execution of Change Orders

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

10.04 Notification to Surety

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

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. **Engineer's Action:** Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 Cost of the Work

- A. **Costs Included:** The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented

from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded:** The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed

by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D.** Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A.** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B.** The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C.** Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D.** Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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

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

12.01 Change of Contract Price

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

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

12.02 Change of Contract Times

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

12.03 Delays

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

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

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

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 Tests and Inspections

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

- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

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

in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

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

13.06 Correction or Removal of Defective Work

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

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be

defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final

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

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of

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

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Progress Payments

- A. **Applications for Payments:**
- At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property

insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

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

14.04 Substantial Completion

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

heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment

for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in

the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as

- adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to

cure such failure within no more than 30 days of receipt of said notice.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive

days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents,

as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 **Controlling Law**

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 **Headings**

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contracts and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

The term used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the Standard General Conditions.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01A

Amend the first sentence of paragraph 2.01A of the Standard General Conditions to read as follow:

Within fifteen (15) days of notice of award, CONTRACTOR shall deliver to OWNER with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and any other evidence of insurance which OWNER or additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

And as so amended paragraph 2.01 A remains in effect.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS/SL REFERENCE POINTS

SC-4.02

Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.02.A

Amend the first sentence of paragraph 4.02.A of the General Conditions to read as follows:

Reports and drawings: Reference is made to the “Supplemental Information Available to Bidders” for identifications of:

And so amended paragraph 4.02.A remains in effect.

SC-4.02.B

Amend the second sentence of paragraph 4.02.B of the General Conditions to read as follows:

Such “technical data” is identified in the Supplemental Information Available to Bidders.

And so amended paragraph 4.02.B remains in effect.

SC-4.06

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 5 – BOND AND INSURANCE

New Bond and Insurance Provisions

SC-5

Article 5 of the General Conditions is hereby deleted in its entirety and replaced with the following provisions.

SC-5.01 Performance, Payment and Other Bonds

SC-5.01.A

CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount of at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR’s obligations under the Contract Documents. These Bonds shall remain in effect, at a minimum, for one year after the date when the final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

SC-5.01.B

All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agents authority to act.

SC-5.01.C

If the surety on any Bond furnished by CONTRACTOR files a petition in bankruptcy, becomes insolvent, is reasonably likely to become insolvent in the near future, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of paragraph 5.06, CONTRACTOR shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to the OWNER.

SC-5.02 Licensed Sureties and Insurance

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

SC-5.03 Certificates of Insurance

Within fifteen days of Notice of Award, CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and other evidence of insurance reasonably requested by the OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and other evidence of insurance reasonably requested by the CONTRACTOR or any additional insured) which OWNER is required to purchase and maintain in accordance with the Contract Documents.

Each Certificate of Insurance shall be endorsed to provide for 30 days notice of cancellation, non-renewal or material change to the Certificate Holder and each additional insured except where Laws and Regulations require otherwise. The endorsement shall

read: “No cancellation of or change in this policy shall become effective until after thirty (30) days notice by issuing company.”

SC-5.04 CONTRACTOR’s Liability Insurance

CONTRACTOR shall, at his own cost and expense, take out and maintain for the life of the project and cause his Subcontractors to obtain and maintain for the life of their subcontracts, the following insurance:

Commercial General Liability Insurance

SC-5.04.A

Commercial General Liability (CGL) with limits of insurance of not less than:

Limits of Liability

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate Limit (Per Project – CG 25 0311/85)
\$2,000,000	Products/Completed Operations
\$1,000,000	Advertising/Personal Injury
\$10,000	Premises Medical Payments

CONTRACTOR’s CGL policy shall include the following coverage’s: Products/Completed Operations, Contractual Liability and Explosion, Collapse and Underground Damage.

OWNER and ENGINEER and the people of the State of New York, the New York Commissioner of Transportation and all employees of the Commissioner of Transportation, both officially and personally shall be included as insured on the CONTRACTOR’s CGL, using ISO Additional Insured Endorsement CG20 10 11 85 or and endorsement providing equivalent coverage to the additional insured. The CGL insurance for the additional insured’s shall be as broad as the coverage provided for the named insured CONTRACTOR. It shall apply as primary an non-contributing insurance before any insurance maintained by the additional insured’s.

CONTRACTOR shall maintain CGL coverage for itself and all additional insured’s for the duration of the project and maintain Completed Operations coverage for itself and all additional insured’s for at least 3 years after completion of the work.

Said insurance coverage required to be purchased and maintained by the Contractor under this agreement and all certificates of insurance shall list the following parties as Additional Insured Parties:

- o People of the County of Essex, New York
- o People of the State of New York
- o New York Commissioner of Transportation
- o Employees of the New York Commissioner of Transportation
- o CPL (Engineering Consultant)

Automobile Liability Insurance

SC-5.04.B

Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000, Combined Single Limit. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

OWNER and ENGINEER and the people of the State of New York shall be included as additional insured's on the CONTRACTOR's AL policy. The AL coverage for the additional insured shall apply as primary and non-contributing insurance before any insurance maintained by additional insured's

Workers Compensation and Employers Liability Insurance

SC-5.04.C

Workers Compensation (WC) as required by statute in the state where the project is located.

Employers Liability (EL) with limits of insurance of not less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

The Policy shall include an All States coverage endorsement. Where applicable, the U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Where applicable, the Stop Gap Endorsement shall be attached to the policy.

Proof of this coverage shall be provided on Form C-105.2, gsi-105.2, SI-12 or U-26.3.

Commercial Umbrella Liability Insurance

SC-5.04.D

Commercial Umbrella Liability (UL) with limits of insurance of not less than \$5,000,000

Builder's Risk Insurance

SC-5.04.E

CONTRACTOR shall purchase and maintain Builder's Risk Insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to a deductible no more than \$500). This Builder's Risk insurance shall:

SC 5.04.E.1

Include the interests of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER and ENGINEER's consultants and any other person or entities identified in the Supplementary Conditions each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

SC 5.04.E.2

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least insure for physical loss and damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism, malicious mischief, water damage, earthquake, collapse, debris removal and demolition occasioned by enforcement of Laws and Regulations and such other perils as may be specifically required in the Supplementary Conditions.

SC 5.04.E.3

Include expenses insured in the repair or replacement of any insured property (including, but not limited to, fees and charges of the ENGINEER and architect).

SC 5.04.E.4

Cover Material and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment have been included in an Application for Payment recommended by the ENGINEER.

SC 5.04.E.5

Be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each insured or additional insured to whom Certificate of Insurance has been issued.

Pollution Liability Coverage

SC-5.04.F

Pollution Legal Liability (PLL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The maximum deductible shall not exceed \$25,000.

CONTRACTORS's PLL policy shall include coverage for damage to soil, surface water or plant and animal caused by the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or containment, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the concentration or amounts discovered.

OWNER and ENGINEER shall be included as insured's on the CONTRACTOR's PLL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insured's. The PLL insurance for the additional insured's shall be as broad as the coverage provided for the named insured CONTRACTOR. It shall apply as primary and non-contributing insurance before any insurance maintained by the additional insured's.

Disability Benefits

SC-5.04.G

Where and as required by law, CONTRACTOR will provide disability benefits during the duration of the contract for the employees to be covered.

Proof of this coverage shall be provided on Form D-120, DB-820/829 or DB-155

Waiver of Subrogation

SC-5.05

CONTRACTOR waives all rights against OWNER and ENGINEER and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL, UL, AL, WC, PLL, and EL insurance maintained per the requirements set forth above.

All of the above insurance requirements shall be provided by an insurance carriers licensed to do business in the state where the project is located and have an A.M. Best Rating of A- or better determined by the most recent A.M. Best Publication.

Required Insurance Carriers

SC-5.06

All of the above insurance requirements shall be provided by an insurance carrier licensed to business in the state where the project is located and have an A.M. Best Rating of A- or better as determined by the most recent A.M. Best Publication.

Effect of Insurance Coverage; Claims in Excess of Coverage

SC-5.07.A

Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as required above, this Contract may, at the election of the OWNER, be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out or maintain or the taking out or maintenance of any required insurance, shall not relieve the CONTRACTOR's liability under the CONTRACT nor shall the insurance requirements be construed to the limit the obligations of indemnification or contribution.

SC5.07.B

In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due to or become due the CONTRACTOR until such time as the CONTRACTOR shall furnish additional security covering such claims as may be determined by the OWNER.

Waiver of Rights

SC-5.08

Amend the first paragraph of 5.07 A of the Standard General Conditions to read as follows:

Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.04 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees

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

Receipt and Application of Insurance Proceeds

SC-5.09.A

Any insured loss under the policies of insurance required by Paragraph 5.04 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

SC5.09.B

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

Acceptance of Bonds and Insurance; Option to Replace

SC-5.10

If either party (OWNER and CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization – Property Insurance

SC-5.11.A

If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

SC-6.01

Add a new paragraph immediately after Paragraph 6.01.B:

SC-6.01C

CONTRACTOR shall observe recognized safety standards, such as those of the National Fire Protection Association and the American National Standards Institute, ensure safety on the site, through safe working practices and an effective safety management program, maintain safe equipment and material storage

and employ good site housekeeping and fire prevention practices, establish a safe traffic flow for pedestrians and vehicles and employ measures to prevent falling or collapsing items in the vicinity, and require that CONTRACTORS make their SUBCONTRACTORS follow the same safe work practices.

SC-6.10

Delete paragraph 6.10.A in its entirety and substitute the following:

The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials and supplies sold to the OWNER pursuant to the provisions of the Contract. Those tools, machinery, equipment or other property leased by or to the CONTRACTOR or a SUBCONTRACTOR, or supplies and materials which even though they are consumed, are not incorporated into the completed project are not tax exempt. The CONTRACTOR and his SUBCONTRACTORS shall be responsible to pay all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, and equipment, or other property and upon all such unincorporated supplies and materials.

SC-6.17 Shop Drawings and Samples

Reviews of multiple resubmissions of Shop Drawings and other submittals may increase Project costs. To mitigate this, the following language may be used:

Add the following new paragraphs immediately after Paragraph 6.17.E:

SC-6.17.F

Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

SC-6.17.G

In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

ARTICLE 9 - ENGINEERS STATUS DURING CONSTRUCTION

SC-9.03 Project Representative

Add the following new paragraphs immediately after Paragraph 9.03.A:

SC-9.03.B

The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. **Review of Work and Rejection of Defective Work:**

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. **Inspections, Tests, and System Startups:**

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. **Records:**

a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

b. Maintain records for use in preparing Project documentation.

10. **Reports:**

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. **Completion:**

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 - COST OF WORK; ALLOWANCES, UNIT PRICE WORK

Add the following:

The Contract Price may only be changed by a Change Order or by a Written Amendment

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Add the following:

The Contract Price may only be changed by a Change Order or by a Written Amendment

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 C

Amend paragraph 14.02 C of the Standard General Conditions to read as follows:

OWNER shall promptly pay the CONTRACTOR's Application for Payment. Where the OWNER is other than the City of New York, the term "promptly pay" shall mean payment within thirty days, excluding legal holidays, of receipt of an Application

for Payment, unless such Application is not approved. Notwithstanding the foregoing, where the OWNER is other than the City of New York and is a municipal corporation which requires an elected official to approve progress payments, "promptly pay" shall mean payment within forty-five days excluding legal holidays, of receipt of an Application for Payment.

And so amended, paragraph 14.02 C

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.02.A

Add additional subparagraphs to paragraphs 15.02 A of the General Conditions as follows:

SC-15.02.A.5

If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

SC-15.02 A.6

If a petition is filed against any CONTRACTOR under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

SC-15.02 A.7

If CONTRACTOR makes a general assignment for the benefit of creditors;

SC-15.02 A.8

If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under contract, who's appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTORS creditors;

SC-15.02 A.9

If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

ARTICLE 16 – DISPUTE RESOLUTION

SC -16 Delete Article 16 of the Standard General Conditions in its entirety.

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PIN 1760.51

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

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

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

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

PIN 1760.51

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

THE FOLLOWING SUPPLEMENTAL INFORMATION IS INCLUDED IN THIS SECTION:

- Subsurface Data (*Soil Boring Logs can be found in the plans*)
- Highway Work permit (*perm33*) form
- Utility Agreements

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

NOTES: *Essex Co DPW and their contractor will be co-applicants on the perm33 application.*

SUBSURFACE DATA:

1. *A number of test borings were taken in the vicinity of the work and are included in this section.*
2. *Logs of the test borings referred to above are included in this Project Manual but are not a part of the Contract Documents. The availability of these borings is not intended to relieve Bidders of their obligation to make a thorough investigation of conditions below the surface of the ground. Additional payment or extension of time will not be made to the Contractor in the event that the borings referred to above do not accurately represent the true nature of the subsurface conditions.*
3. *Bidders and prospective Bidders are hereby warned and put on notice that the borings referred to above were made for design purposes only. They were not made for the purpose of informing Bidders and prospective Bidders as to subsurface conditions in the area of work covered by this Contract and are not, in the opinion of the Engineer, sufficient enough to provide an accurate or reliable indication of subsurface conditions which might be encountered in the performance of the Contract.*
4. *Neither the Owner nor the Engineer has made any investigation of subsurface conditions in the area covered by the work to be performed under this Contract other than the borings referred to above, and, in bidding of this Contract, each Bidder acknowledges that he has made whatever investigation of subsurface conditions he had deemed necessary for the purpose of bidding. Permission for making borings of subsurface conditions will be arranged for by the Owner upon receipt of written request therefore.*
5. *Soil borings were taken in April 23 and 24, 2018.*

UTILITY AGREEMENTS:

- *Verizon*
- *Charter/Spectrum*
- *NYSEG*
- *DANC*

DENTE GROUP, A TERRACON COMPANY

SUBSURFACE LOG: B-1

PROJECT: Water Street Bridge Replacement

DATE

START: 4/23/18

FINISH: 4/23/18

LOCATION: Elizabethtown, New York

METHODS: 3 1/4" Hollow Stem Augers, ASTM

CLIENT: Clark Patterson Lee

D1586 Drilling Methods with Auto Hammer

JOB NUMBER: JB185025

SURFACE ELEVATION: +/- 630.0'

DRILL TYPE: CME 55

CLASSIFICATION: O.Burns

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	1	3	4				No Topsoil
				3	4	7	FILL: Brown F-C SAND, trace silt and gravel (MOIST)
	2	5	2				Similar with roots noted
				4	4	6	(MOIST, LOOSE)
5'	3	5	8				Brown F-C SAND and GRAVEL, trace silt, rootlets noted
				12	10	20	
							(MOIST, FIRM)
10'	4	6	8				Brown F-C SAND, Some Gravel, trace silt
				7	14	15	
							(MOIST, FIRM)
15'	5	30	85				Brown GRAVEL, Some F-C Sand, trace silt
				52		137	
							(WET, VERY COMPACT)
20'	6	70	50/.1'			50+	TILL: Brown/Gray F-C SAND, Little Silt, trace gravel
25'	7	44	50/.2'			50+	Similar with Sandier Seams
							(WET, VERY COMPACT)
	8	8	100/.4'			100+	

End of boring 28.4' depth with split spoon refusal. Auger refusal occurred at 28.0' depth.
Groundwater measured at 12.8' depth within auger casings after Sample #5 and at 12.5' depth
overnight.

DENTE GROUP, A TERRACON COMPANY

SUBSURFACE LOG: B-2

PROJECT: Water Street Bridge Replacement

DATE

START: 4/24/18

FINISH: 4/24/18

LOCATION: Elizabethtown, New York

METHODS: 3 1/4" Hollow Stem Augers, ASTM

CLIENT: Clark Patterson Lee

D1586 Drilling Methods with Auto Hammer

JOB NUMBER: JB185025

SURFACE ELEVATION: +/- 626.0'

DRILL TYPE: CME 55

CLASSIFICATION: O.Burns

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
							No Topsoil
	1	6	4				FILL: Black F-C SAND, CINDERS and Fine GRAVEL, trace silt (MOIST, LOOSE TO FIRM)
	2	16	12	2	3	6	
5'				7		19	Brown F-C SAND and GRAVEL, trace silt Grades Some Silt, cobbles, boulders, and rootlets noted (MOIST, FIRM)
	3	5	8				
				11	18	19	
10'	4	5	7				Brown F-C SAND, trace silt (SATURATED)
				9	12	16	
15'	5	4	5				Grades Silt Bands, cobbles and boulders noted (SATURATED, FIRM)
				8		13	
20'	6	100	50/.1'			50+	TILL: Brown GRAVEL, Some F-C Sand, Little Silt, cobbles (SATURATED, V. COMPACT)
25'							Cobbles and Boulders recovered through Core Run 20.2'-25.2' depth. End of boring 25.2' depth.

Water Street Bridge
Elizabethtown, NY
Moisture Content Results - ASTM D2216

Boring No.	B-1 / S-3	B-1 / S-4	B-1 / S-5	B-1 / S-6	B-2 / S-4	B-2 / S-6
Sample No.	801	802	803	804	805	806
Sample Depth	4'-6'	10'-12'	15'-16.5'	20'-20.6'	10'-12'	19'-19.6'
Tare Weight	403.20	410.80	413.50	256.10	257.50	256.90
W _S + Tare	666.10	729.80	761.20	607.30	629.10	627.50
W _D + Tare	644.40	705.20	739.40	577.10	557.00	604.50
W _{WATER}	21.70	24.60	21.80	30.20	72.10	23.00
W _{DRY SOIL}	241.20	294.40	325.90	321.00	299.50	347.60
% Moisture (W _w / W _D)	9.0	8.4	6.7	9.4	24.1	6.6

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W _S + Tare						
W _D + Tare						
W _{WATER}						
W _{DRY SOIL}						
% Moisture (W _w / W _D)						

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W _S + Tare						
W _D + Tare						
W _{WATER}						
W _{DRY SOIL}						
% Moisture (W _w / W _D)						

Dente Group
A Terracon Company
594 Broadway
Watervliet, NY 12189
Ph. 518-266-0310
Fax 518-805-6001

Client: Clark Peterson Lee
File No. JB185025
Date: June 11, 2018

PARTICLE SIZE DISTRIBUTION REPORT

Report Number: JB185025.0001A

Service Date: 06/13/18

Report Date: 06/18/18

Task:



594 Broadway

Watervliet, NY 12189-3709

518-266-0310

Client

Clark Patterson Lee
Attn: Mathew Smullen
30 Century Hill Drive
Suite 104
Latham, NY 12110

Project

Proposed Bridge Replacement
Water Street Bridge
Elizabethtown, NY 12932
Project Number: JB185025

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: Nicholas Despart

Reported To: N/A

Contractor: N/A

Report Distribution:

(1) Clark Patterson Lee, Mathew Smullen

Reviewed By:

J. Robichaud, P.E.
Department Manager

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

PARTICLE SIZE DISTRIBUTION REPORT



Report Number: JB185025.0001B
 Service Date: 06/13/18
 Report Date: 06/18/18
 Task:

594 Broadway
 Watervliet, NY 12189-3709
 518-266-0310

Client

Clark Patterson Lee
 Attn: Mathew Smullen
 30 Century Hill Drive
 Suite 104
 Latham, NY 12110

Project

Proposed Bridge Replacement
 Water Street Bridge
 Elizabethtown, NY 12932

Project Number: JB185025

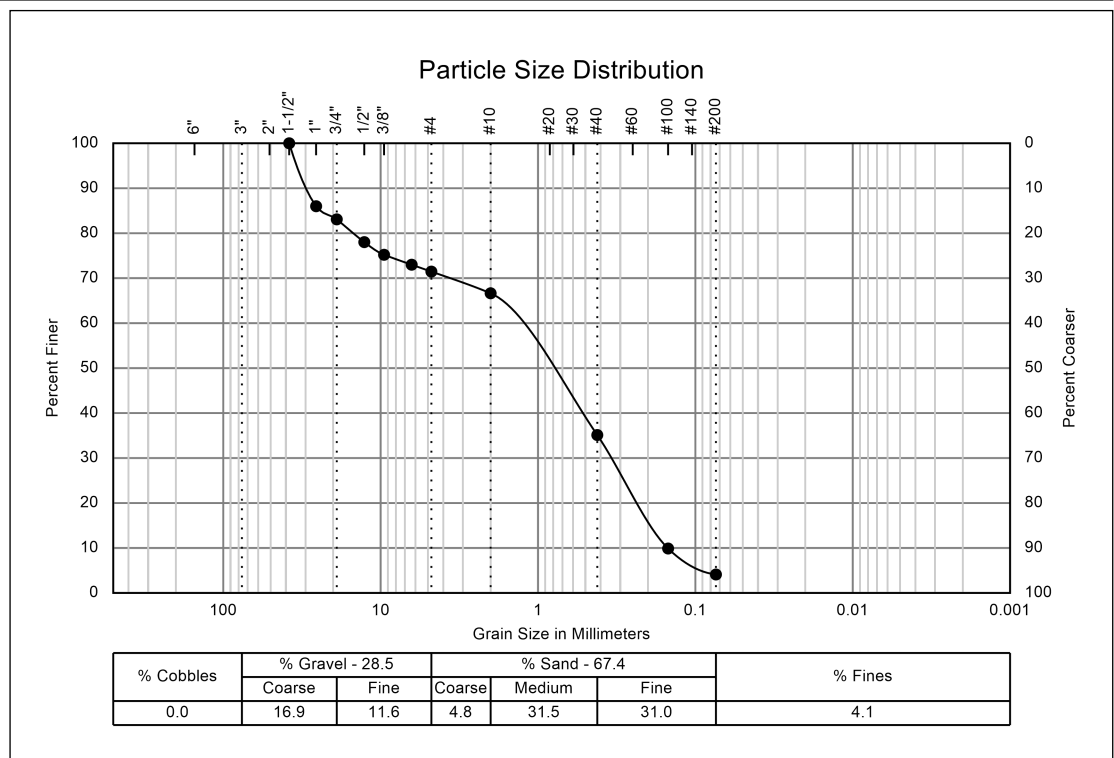
Sample Information

Sample Type: SPT
 Sample Location: B-1/S-4 10'-12'
 Sample Description: M-F-C SAND, Some C-F Gravel, trace silt
 USCS: Poorly-graded sand with gravel (SP)

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

Sieve Size	Percent Finer	Spec.*	Pass (X=Fail)
3"			
2"			
1-1/2"	100.0		
1"	86.0		
3/4"	83.1		
1/2"	78.0		
3/8"	75.2		
1/4"	73.0		
#4	71.5		
#10	66.6		
#40	35.1		
#100	9.9		
#200	4.1		



* $D_{60} = 1.22$	$D_{30} = 0.34$	$D_{10} = 0.15$	$C_c = 0.6$	$C_u = 8.1$	FM =
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Comments:

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

PARTICLE SIZE DISTRIBUTION REPORT

Report Number: JB185025.0001B
Service Date: 06/13/18
Report Date: 06/18/18
Task:

 **207**
A Terracon COMPANY
594 Broadway
Watervliet, NY 12189-3709
518-266-0310

Client

Clark Patterson Lee
Attn: Mathew Smullen
30 Century Hill Drive
Suite 104
Latham, NY 12110

Project

Proposed Bridge Replacement
Water Street Bridge
Elizabethtown, NY 12932
Project Number: JB185025

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: Nicholas Despart

Reported To: N/A

Contractor: N/A

Report Distribution:

(1) Clark Patterson Lee, Mathew Smullen

Reviewed By:



J. Robichaud, P.E.
Department Manager

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

PARTICLE SIZE DISTRIBUTION REPORT

Report Number: JB185025.0001C
Service Date: 06/13/18
Report Date: 06/18/18
Task:



594 Broadway
Watervliet, NY 12189-3709
518-266-0310

Client

Clark Patterson Lee
Attn: Mathew Smullen
30 Century Hill Drive
Suite 104
Latham, NY 12110

Project

Proposed Bridge Replacement
Water Street Bridge
Elizabethtown, NY 12932
Project Number: JB185025

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: Nicholas Despart

Reported To: N/A

Contractor: N/A

Report Distribution:

(1) Clark Patterson Lee, Mathew Smullen

Reviewed By:

J. Robichaud, P.E.
Department Manager

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

PARTICLE SIZE DISTRIBUTION REPORT

Report Number: JB185025.0001D
Service Date: 06/13/18
Report Date: 06/18/18
Task:

 **211**
A Terracon COMPANY
594 Broadway
Watervliet, NY 12189-3709
518-266-0310

Client

Clark Patterson Lee
Attn: Mathew Smullen
30 Century Hill Drive
Suite 104
Latham, NY 12110

Project

Proposed Bridge Replacement
Water Street Bridge
Elizabethtown, NY 12932
Project Number: JB185025

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: Nicholas Despart

Reported To: N/A

Contractor: N/A

Report Distribution:

(1) Clark Patterson Lee, Mathew Smullen

Reviewed By:



J. Robichaud, P.E.
Department Manager

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

PARTICLE SIZE DISTRIBUTION REPORT

Report Number: JB185025.0001E
Service Date: 06/13/18
Report Date: 06/18/18
Task:



594 Broadway
Watervliet, NY 12189-3709
518-266-0310

Client

Clark Patterson Lee
Attn: Mathew Smullen
30 Century Hill Drive
Suite 104
Latham, NY 12110

Project

Proposed Bridge Replacement
Water Street Bridge
Elizabethtown, NY 12932
Project Number: JB185025

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: Nicholas Despart

Reported To: N/A

Contractor: N/A

Report Distribution:

(1) Clark Patterson Lee, Mathew Smullen

Reviewed By:

J. Robichaud, P.E.
Department Manager

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

PARTICLE SIZE DISTRIBUTION REPORT



Report Number: JB185025.0001F

Service Date: 06/13/18

Report Date: 06/18/18

Task:

594 Broadway

Watervliet, NY 12189-3709

518-266-0310

Client

Clark Patterson Lee
Attn: Mathew Smullen
30 Century Hill Drive
Suite 104
Latham, NY 12110

Project

Proposed Bridge Replacement
Water Street Bridge
Elizabethtown, NY 12932

Project Number: JB185025

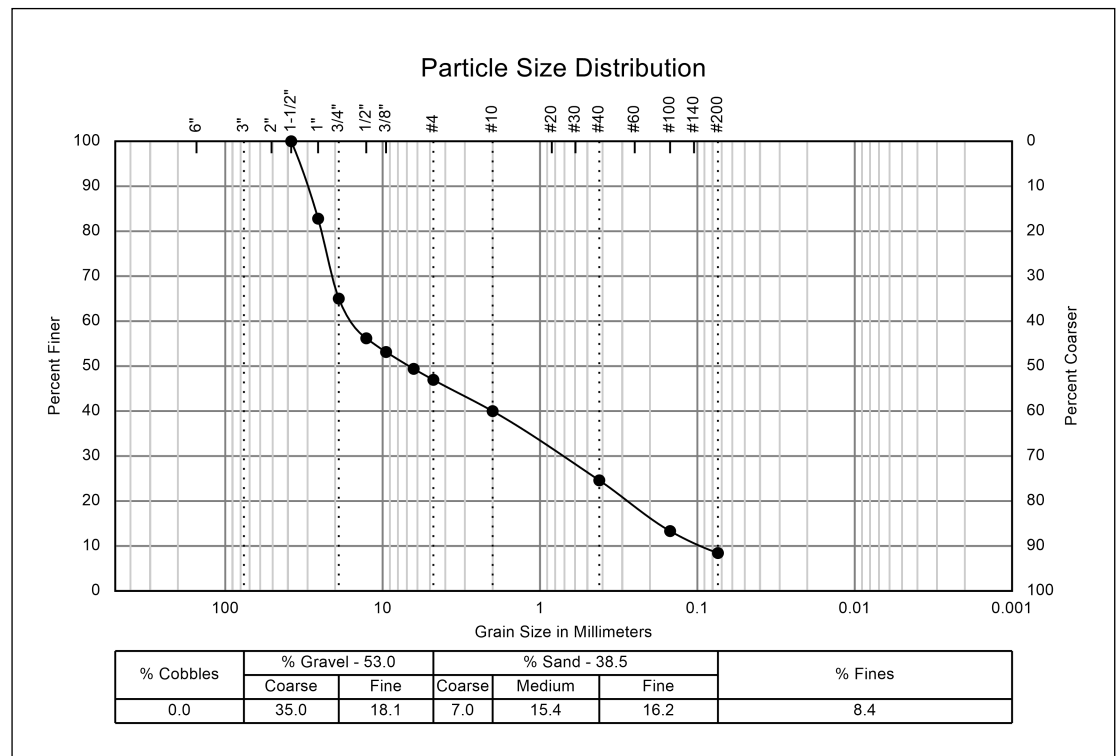
Sample Information

Sample Type: SPT
Sample Location: B-2/S-6 19'-19.6'
Sample Description: C-F GRAVEL and F-M-C SAND, trace silt
USCS: Poorly-graded gravel with silt and sand (GP-GM)

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

Sieve Size	Percent Finer	Spec.*	Pass (X=Fail)
3"			
2"			
1-1/2"	100.0		
1"	82.8		
3/4"	65.0		
1/2"	56.2		
3/8"	53.1		
1/4"	49.4		
#4	47.0		
#10	40.0		
#40	24.6		
#100	13.3		
#200	8.4		



* $D_{60} = 16.05$	$D_{30} = 0.72$	$D_{10} = 0.10$	$C_c = 0.3$	$C_u = 160.5$	FM =
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Comments:

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

PARTICLE SIZE DISTRIBUTION REPORT

Report Number: JB185025.0001F

Service Date: 06/13/18

Report Date: 06/18/18

Task:



594 Broadway

Watervliet, NY 12189-3709

518-266-0310

Client

Clark Patterson Lee
Attn: Mathew Smullen
30 Century Hill Drive
Suite 104
Latham, NY 12110

Project

Proposed Bridge Replacement
Water Street Bridge
Elizabethtown, NY 12932
Project Number: JB185025

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.

Dente Group - A Terracon Co. Rep.: Nicholas Despart

Reported To: N/A

Contractor: N/A

Report Distribution:

(1) Clark Patterson Lee, Mathew Smullen

Reviewed By:

J. Robichaud, P.E.
Department Manager

Test Methods: ASTM D6913

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

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Form PERM 33 (July 2014)

Highway Work Permit Application for Non-Utility Work**Instructions and Form****INSTRUCTIONS FOR COMPLETING THE APPLICATION****FRONT OF APPLICATION**

Three (3) copies of the application must be submitted. The applicant may not have all pertinent information at the time of completing the application form since certain information relative to fees, insurance and guarantee deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until the information is determined by the Department. Please complete the following:

- Permittee name, address, phone and email address. Provide joint applicant contact information if appropriate.
- Name and phone number(s) of emergency contact person.
- If permit is to be returned to someone other than the applicant, complete this section.
- If deposit /bond is to be returned to someone other than applicant, complete this section.
- Estimate the cost of work being performed in the state highway right-of-way and place this figure on the blank line.
- Indicate anticipated duration of work to be performed with starting date and ending date on this line.
- Indicate the form of Insurance Coverage to be provided.
- Give a brief description of the proposed work that is to be done under this permit.
- Indicate whether any overhead and/or underground work (5 foot or greater depth) is included in the proposed work.
- Plans and specifications should accompany this application for any work that involves construction within the state highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached to this application.
- Location of the project should be identified by State Route, highway reference marker(s), and the municipality and county in which work area is located.
- In regard to State Environmental Quality Review (SEQR), indicate the type of action, the name of the Lead Agency, and what date the final determination was received.
- Signature of applicant (permittee) and date.
- Signature of second applicant (permittee), if any, and date.

BACK OF APPLICATION

- Check type of work that will be performed.
- In the appropriate column, indicate total amount of permit fees and type of insurance coverage provided
- Indicate type of performance security provided (bond, deposit, letter of credit), if required.
- Indicate check number of deposit or bond number.

Remove the application form from the back of this packet and submit 3 copies to the Department for approval.

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**RESPONSIBILITIES OF PERMITTEE
PURSUANT TO NON-UTILITY HIGHWAY WORK PERMITS**

NOTE: FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.

1. LIMITATIONS ON USE: The specific site identified in this Highway Work Permit, and only that site identified, will be available for use by Permittee only for the purpose stated in this Permit and only on the date(s) and for the duration designated in this permit. This Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.

2. CONDITIONS OF USE: NYSDOT makes no affirmation that the state-owned site used for the work has been designed, constructed, or maintained for the purpose of the conduct of the work. The Permittee assumes full responsibility for planning and conducting a safe and orderly project that does not expose workers or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. **It shall be the sole obligation of the Permittee to determine whether the site is suitable for the purpose of safely conducting the work.** The Permittee assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.

3. INSURANCE COVERAGE: Permittee must have the insurance that is required for the type and extent of the work being performed. To comply with this requirement, an applicant must furnish the Department with one of the following:

- A completed **Certificate of Insurance** evidencing the required types and limits of insurance coverage, with the New York State Department of Transportation named as an additional insured on the commercial general liability policy. An industry standard ACORD 25 form (with ACORD 855 Addendum) is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the issuing regional office.
- Municipalities, Public Utilities, Transportation Corporations, Public Service Corporations and Railroads may provide a fully executed **Undertaking Agreement** as an alternative to providing the insurance certificate.
- Homeowners applying for a residential driveway permit have the option to pay a **\$25 Insurance Fee** to waive the requirement for insurance coverage.

See PERM 33 Submission Package Requirements (page 6) for more detailed guidance

4. COMPENSATION AND DISABILITY INSURANCE COVERAGE: Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).

5. INDEMNIFICATION: Permittee agrees that, in addition to any protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

6. NOTIFICATION: The following should be notified at the appropriate time as shown below:

- Commissioner of Transportation, through the NYSDOT regional office, one week prior to commencing work.
- Area gas distributors, 72 hours prior to any blasting.
- Utility companies with facilities in work areas, before starting work (in accordance with Industrial Code 53).
- Permission from utility company must be obtained before commencing work affecting the utilities' facilities.
- NYSDOT regional signal maintenance shop, 3 days prior to starting work (traffic signal work).
- NYSDOT regional office, at conclusion of work, and return original copy of permit to Resident Engineer.

NOTIFICATION FOR ANNUAL PERMITS: Notify by phone, the Regional or Resident Engineer's Office, one week in advance, each time regular maintenance work is to be performed. In emergencies, notification by phone should be made as soon as is practical, no later than the next business day.

7. SITE CARE AND RESTORATION: A bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Department of Transportation, may be required before a permit is issued, in order to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable.

If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's deposit at the conclusion of the work. Costs in excess of the bond/deposit on file will be billed directly to the permittee. If permittee posts a Letter of Credit, the Department may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.

Anyone working within state highway right-of-way will wear high visibility apparel and hard hat meeting ANSI Class 2 requirements.

No unnecessary obstruction is to be left on the pavement or the state highway right-of-way, or in such a position as to block warning signs during non-working hours.

No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the state highway right-of-way.

All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT: All costs beyond the limits of any liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

9. SUBMITTING WORK PLANS: The applicant will submit work plans and/or a map as required by the Department. This shall include such details as measurements of driveways with relation to nearest property corner, positions of guys supporting poles and a schedule of the number of poles and feet of excavation necessary for completion of the work on the State right-of-way. A description of the proposed method of construction will be included.

Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.

Driveway plans should be prepared in accordance with NYSDOT POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.

The permittee must coordinate the work with any State construction being conducted.

10. TRAFFIC MAINTENANCE: A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed. All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

11. COST OF INSPECTION AND SUPERVISION: Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of construction inspection charges, based on the number of work days involved. In certain cases, the permittee may also be required to sign a PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS DESIGN REVIEW (FORM PERM 51) agreeing to design review charges, based on the number of work hours in which Department employees were engaged in design review activity.

12. SCOPE:

Areas Covered: Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.) Work locations must be approved by the Department.

Maintenance: Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.

Work Commencement: The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

13. REPORTING ACCIDENTS: Permittee is required to report any accidents that occur during the course of the permit work to their insurance company, and to provide the Department with a copy of any such report.

14. COMPLETION OF PROJECT: Upon completion of the work within the State highway right-of-way authorized by the work permit, the person and his or its successors in interest shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
HIGHWAY WORK PERMIT APPLICATION FOR NON-UTILITY WORK

Application is hereby made for a highway work permit:

For Joint application, name and address of Applicant 2 below:

Name _____

Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Applicant Phone (____) _____

(To be completed by NYSDOT issuing office)

Applicant Email Address _____

Project Identification No. _____

Emergency Contact _____

Highway Work Permit No. _____

Emergency Contact Phone (____) _____

RETURN PERMIT TO (if different than above):

RETURN OF DEPOSIT/BOND TO (if different from Permittee):

Name _____

Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

- 1) Estimated cost of work being performed in highway right-of-way: \$ _____
- 2) Anticipated duration of work: From _____ to _____ (applies to the operations indicated on the reverse side)
- 3) Insurance (check one): General Liability Ins. Undertaking Insurance Fee (residential driveways only)

DESCRIPTION OF PROPOSED WORK: _____

WILL OVERHEAD OR UNDERGROUND (5'+) OPERATIONS BE INVOLVED IN THE PROPOSED WORK? YES _____ NO _____

ATTACHED: Plans _____ Specifications _____

LOCATION: State Route: _____ Between Reference Markers _____ and _____

City/Town/Village of _____ County of _____

SEQR REVIEW (select one)

[] Type II [] Type I [] Unlisted LEAD AGENCY: _____ DATE OF DETERMINATION: _____

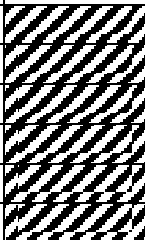
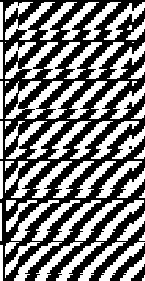
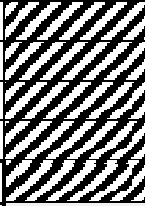
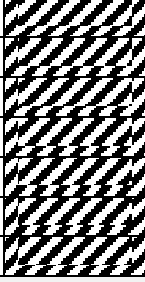
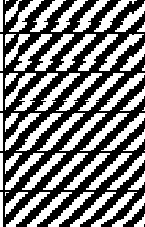
NOTE: PERMIT IS ISSUED CONTINGENT UPON ALL LOCAL REQUIREMENTS BEING SATISFIED

ACKNOWLEDGMENT: ON BEHALF OF THE APPLICANT, I HEREBY REQUEST A HIGHWAY WORK PERMIT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES OF PERMITTEE AND THE OTHER OBLIGATIONS SET FORTH IN THIS PERMIT AND WARRANT COMPLIANCE THEREWITH.

Applicant Signature _____ Date _____

Applicant 2 Signature _____ Date _____

Approval recommended by Resident Engineer _____ Res No _____ Date _____
 Approved by Regional Traffic Engineer _____ Reg No _____ Date _____

Operational Type and Description		Permit Fee	Insurance Fee	CGL or Undertaking	Total Fees
DRIVEWAYS					
5a1	Residential Driveway	15	25		
5a2	Commercial – Minor	550			
5a2a	Commercial – Minor (Home Business)	100			
5a3	Commercial – Major (Less than 100K sq ft Gross Building Area)	1,400			
5a4	Commercial – Major (100K+ sq ft) [Actual cost - \$2,000 min]	2,000			
5a5	Subdivision street	900			
5a6	Temporary access road or street	200			
IMPROVEMENTS					
5b1	Residential	15			
5b2a	Commercial- Sidewalk, curb paving, drainage, etc.	200			
5b2b	Commercial – Grade, seed, improve land contour, clear brush	100			
5b2c	Commercial – Resurface existing road or driveway	50			
5b2d1	Annual resurfacing of roadways and driveways – PER COUNTY	150			
	Number of counties:				
5b2d2	Annual resurfacing of roadways and driveways – PER REGION	400			
TREE WORK					
5c1	Residential	15			
5c2a	Commercial removal or planting	25			
5c2b	Commercial pruning, applying chemicals to stumps	25			
5c3	Vegetation control for advertising signs – PER SIGN	150			
	Number of Signs:				
MISCELLANEOUS CONSTRUCTION AND WORK OPERATIONS					
5d1	Beautify ROW (civic groups only)	N/C			
5d2a	Temporary signs, banners, décor (not-for-profit organizations)	N/C			
5d2b	Temporary signs, banners, décor (Other organizations)	25			
5d3	Traffic control signals	500			
5d4	Warning and entrance signs	25			
5d5	Miscellaneous – Requiring substantial review (describe below)	400			
5d6	Miscellaneous (describe below)	25			
OTHER TYPES OF HIGHWAY WORK PERMITS					
6	Encroachment caused by DOT acquisition of property	25			
7a1	Compulsory permit required for demolition requested by DOT	N/C			
7a2	Compulsory permit required for moving requested by DOT	N/C			
7b	Improvement to meet Department standards	N/C			
8	Miscellaneous (describe below)	25			
9	Adopt-a-Highway	N/C			
	Description of Miscellaneous Operation:				

PERFORMANCE SECURITY (Select one): Guarantee Deposit - Cash [] Performance Bond [] Letter of Credit []

Guarantee Deposit Amount: _____

Guarantee Deposit Check Number or Bond Number _____

PERM 33 Submission Package Requirements

In addition to Form **PERM 33**, the final submission package should include the following (check all that apply):

	Stamped Final Plans – Submit in PDF file format on CD, and _____ paper copies (1" = 50') as requested
	Permit Fee (Including Insurance Fee for Residential Driveways)
	ACORD 25 - Certificate of Insurance, NYSDOT named as additional insured (See Insurance Requirements below)
	ACORD 855 - New York Construction Certificate of Liability Insurance Addendum
	PERM 36 - Attachment to Highway Work Permit – Consultant Inspection, if applicable
	PERM 44 - Surety Bond – Performance bond in Applicant's name, or deposit (Bank cashier's check required)
	PERM 50 – Inspection/Supervision Payment Agreement, if applicable
	Proof of Worker's Compensation Insurance (Form C-105.2, U-26.3 or SI-12), or proof of exemption (Form CE-200)
	Proof of Disability Benefits Coverage (Form DB-120.1 or DB-155), or proof of exemption (Form CE-200)
	Undertaking Agreement, if applicable

Insurance Requirements

- 1) In most cases, Permittee must provide proof of **Commercial General Liability** insurance coverage with limits of liability not less than \$1,000,000 per claim/occurrence, unless any of the following circumstances exist, in which case the limits of liability shall not be less than \$5,000,000 per claim/occurrence:
 - (a) The estimated value of permitted work in state right-of-way is \$250,000 or more;
 - (b) The permitted work requires or includes the construction, alteration or maintenance of underground features at any depth five feet or more below grade;
 - (c) The permitted work requires or includes the construction, alteration or maintenance of overhead features that include, but are not limited to, traffic signals, overhead sign structures, retaining walls or other grade separation structures.
- 2) Exceptions to the above liability limits include: (a) Annual maintenance permits require limits of liability not less than \$5,000,000 per claim/occurrence; (b) Permits for vegetation control activities require limits of liability not less than \$1,000,000 per claim/occurrence; (c) Residential driveway permits require limits of liability not less than \$500,000 per claim/occurrence; and (d) Adopt-a-Highway permits are exempt.
- 3) ACORD 25 with ACORD 855 (New York Construction Addendum) shall be submitted as acceptable proof of liability coverage. New York State Department of Transportation should be named as Additional Insured and as the Certificate Holder at the mailing address of the Regional Office who will be issuing the permit.
- 4) Municipalities, public utilities, public authorities and railroads may elect to provide an executed Undertaking agreement as a substitute for providing the insurance coverage and other financial security otherwise required.
- 5) Homeowners may pay a \$25 Insurance Fee in lieu of providing proof of insurance. Any contractor performing on behalf of a homeowner and who is named on the permit must provide proof of insurance as outlined above.
- 6) When the estimated cost of work being performed in the right-of-way equals or exceeds \$250,000, Permittee must additionally provide proof of a **Protective Liability (OCP)** insurance policy with a minimum liability limit of \$1,000,000 per occurrence, with New York State Department of Transportation as Named Insured.

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UTILITY WORK AGREEMENT

SPONSOR'S NAME: Essex County Department of Public Works

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1760.51	F.A. Project No.: 1760.51
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of: Essex
Contract No.:	
Project Description: Replacement of B.I.N. 3301700 carrying C.R. 10A (Water Street) Bridge over The Branch	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Spectrum Cable**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. **Existing Facilities: Overhead wires and utility poles located along the south side of C.R. 10A (Water Street).**

presently located on _____ Essex County _____ Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Utility poles and primary wires will be relocated so not to interfere with the contractor's lifting operations, excavation limits and the temporary detour route. Overhead primary wires will be relocated so as to be no less than 10 feet from the contractor's lifting operations. Underground primary wires will be relocated so as to be within the areas of excavation and the proposed structure.

for an estimated \$ (no cost to the Sponsor).

II. **Financial Responsibility in accordance with Section 81 of the Highway Law** (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims

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UTILITY WORK AGREEMENT

SPONSOR'S NAME: **Essex County Department of Public Works**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1760.51	F.A. Project No.: 1760.51
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of: Essex
Contract No.:	
Project Description: Replacement of B.I.N. 3301700 carrying C.R. 10A (Water Street) Bridge over The Branch	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Development Authority of the North Country (DANC)**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

- I. Existing Facilities: **Overhead wires and utility poles located along the south side of C.R. 10A (Water Street).**

presently located on _____ Essex County _____ Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Utility poles and primary wires will be relocated so not to interfere with the contractor's lifting operations, excavation limits and the temporary detour route. Overhead primary wires will be relocated so as to be no less than 10 feet from the contractor's lifting operations. Underground primary wires will be relocated so as to be within the areas of excavation and the proposed structure.

for an estimated \$ (no cost to the Sponsor).

- II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility

when such work is necessary as a result of State highway work.

- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the

Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

- A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- B. Contract documents : Contract number _____
 Capital PIN 1760.51
 Plan sheets No. DWG. No. RD-1 to RD-3
- C. Owner's plan sheets _____
- D. Owner's estimate sheets form No. _____
- E. Resolution dated _____, by
 - Granting the Sponsor authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via Local-let contract.
- F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Carl Farone		Executive Director	9-2-20
(Print/Type Name)Owner or Agent	(Signature)	Title	Date

For Sponsor	Title	Date
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For NYSDOT Commissioner of Transportation	Title	Date
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UTILITY WORK AGREEMENT

SPONSOR'S NAME: **Essex County Department of Public Works**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1760.51	F.A. Project No.: 1760.51
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of: Essex
Contract No.:	
Project Description: Replacement of B.I.N. 3301700 carrying C.R. 10A (Water Street) Bridge over The Branch	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **New York State Electric & Gas**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities: **Overhead wires and utility poles located along the south side of C.R. 10A (Water Street).**

presently located on _____ Essex County _____ Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Utility poles and primary wires will be relocated so not to interfere with the contractor's lifting operations, excavation limits and the temporary detour route. Overhead primary wires will be relocated so as to be no less than 10 feet from the contractor's lifting operations. Underground primary wires will be relocated so as to be within the areas of excavation and the proposed structure.

for an estimated \$ (no cost to the Sponsor).

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims

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UTILITY WORK AGREEMENT

SPONSOR'S NAME: **Essex County Department of Public Works**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1760.51	F.A. Project No.: 1760.51
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of: Essex
Contract No.:	
Project Description: Replacement of B.I.N. 3301700 carrying C.R. 10A (Water Street) Bridge over The Branch	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Verizon**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities: **Overhead wires and utility poles located along the south side of C.R. 10A (Water Street).**

presently located on Essex County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Utility poles and primary wires will be relocated so not to interfere with the contractor's lifting operations, excavation limits and the temporary detour route. Overhead primary wires will be relocated so as to be no less than 10 feet from the contractor's lifting operations. Underground primary wires will be relocated so as to be within the areas of excavation and the proposed structure.

for an estimated \$ (no cost to the Sponsor).

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims

covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

- A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- B. Contract documents : Contract number _____
 Capital PIN 1760.51
 Plan sheets No. DWG. No. RD-1 to RD-3
- C. Owner's plan sheets _____
- D. Owner's estimate sheets form No. _____
- E. Resolution dated _____, by
 - Granting the Sponsor authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via Local-let contract.
- F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Elaine Scaia-Harbinger Elaine Scaia-Harbinger Manager 1-14-20
 (Print/Type Name) Owner or Agent (Signature) Title Date

For Sponsor Title Date

For NYSDOT Commissioner of Transportation Title Date

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AFFIDAVIT OF WORKERS COMPENSATION

State of _____

SS:

County of _____

of _____

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

Signed: _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Notary Public

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**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-1 of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER’S CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____
_____.

Dated: _____, 20__.

STATE OF _____)
COUNTY OF _____) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public

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NON-INTERRUPTION OF WORK AGREEMENT

By submission of this Bid for:

P.I.N. 1760.51
B.I.N. 3301700

BRIDGE REPLACEMENT PROJECT
Water Street (C.R. 10A) over the Branch
Town of Elizabethtown
Essex County, New York

the BIDDER agrees that if this bid is accepted, he will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the BIDDER or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

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NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE

In accordance with Section 103-01 of the Standard Specifications, the New York State Department of Transportation requires that all low bidders and proposed subcontractors present evidence of ownership, experience, ability, and financial standing. All low bidders and proposed subcontractors must have a fully completed a New York State Uniform Contracting Questionnaire on file with the Department to be considered for the award of a contract or the approval of a subcontract. If a current questionnaire is not on file at the time a low bid is submitted, the Department may exercise its option under Section 38 of the Highway Law and hold the low bidder's bid deposit until such time as a completed questionnaire is received. New York State Uniform Contracting Questionnaires can be obtained from the Office of Contract Management Pre-Award Unit by calling (518) 457-1564 or from the following website:

<https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info>

Any low bidder who does not have a completed New York State Contracting Questionnaire on file within ten days of receipt of the contract for execution may be subject to forfeiture of the amount of bid deposit pursuant to Section 103-02 of the Standard Specifications.

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Notice of Award

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i>	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

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Notice to Proceed

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address: <i>[send Certified Mail, Return Receipt Requested]</i>	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

_____	Owner
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

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**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 CONTRACT PRICES:		AGREED DECREASE IN 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)

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SHOP DRAWING TRANSMITTAL

Date Returned:		Date Sent:		Page	of
-----------------------	--	-------------------	--	-------------	-----------

To/From: Tel. No. Name Address 1 Address 2 Attn:	To/From: Tel. No. Name Address 1 Address 2 Attn:
--	--

Project No.	Contract No.	
Title:		

Shop Drawing Date: (to be filled in by Contractor)	Received Stamp
Topic: _____	
Specification: _____	
<i>DO NOT mix submissions from different spec divisions on this form. Fill out new form each time.</i>	

The above named Contractor has evaluated each item identified in this transmittal and certifies it to be in conformance with the contract documents.

*****THIS SUBMITTAL IS NOT BEING PRESENTED AS A SUBSTITUTION*****

Certified By: _____ Title: _____ Date: _____

ID NUMBER	QUANTITY		DESCRIPTION OF ITEM(S) BEING SUBMITTED <small>(Reference specification section and/or drawing number for each item being submitted)</small>	Engineer's Review Status
	Sent	Return		

NET = NO EXCEPTIONS TAKEN MCN = MAKE CORRECTIONS NOTED R&R = REVISE AND RESUBMIT
REJ =REJECTED SSI = SUBMIT SPECIFIED ITEM NR = NOT REVIEWED
***RESUBMIT REQUIRED IF REVIEW STATUS IS R&R, REJ AND/OR SSI**

Contractor's Comments:	Engineer's Comments:
------------------------	----------------------

(FOR ENGINEER'S INTERNAL USE ONLY)

Forwarded To: _____	Due Back to Contractor: _____
Reviewed By: _____	Date Sent: _____
Returned to Contractor By: _____	Date Returned: _____

General Requirements

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GENERAL REQUIREMENTS

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.

GENERAL REQUIREMENTS**TABLE OF CONTENTS****PART 1 - BIDDING REQUIREMENTS AND CONDITIONS**

- 1.1 Notice to Bidders (Advertisement)
- 1.2 Prequalification of Bidders
- 1.3 Proposal Guaranty
- 1.4 Delivery of Proposals
- 1.5 Notice of Special Conditions
- 1.6 Disqualification of Bidders

PART 2 - AWARD AND EXECUTION OF CONTRACT

- 2.1 Consideration of Proposals
- 2.2 Cancellation of Award
- 2.3 Return of Proposal Guaranty
- 2.4 Bonds
- 2.5 Failure to Execute Contract

PART 3 - SCOPE OF WORK

- 3.1 Responsibility of the Contractor

PART 4 - CONTROL OF WORK

- 4.1 Authority of Engineer
- 4.2 Final Acceptance of Work
- 4.3 Contractor's Personnel
- 4.4 Cooperation with Utilities

PART 5 - CONTROL OF MATERIALS

- 5.1 Certificate of Acceptability

PART 6 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- 6.1 Subcontractors, Materialmen and Laborers
- 6.2 Responsibility for Damage Claims
- 6.3 No Waiver of Legal Rights
- 6.4 Insurance

PART 7 - PROSECUTION AND PROGRESS

- 7.1 Notice to Proceed
- 7.2 Prosecution of Work
- 7.3 Temporary Suspension of Work
- 7.4 Date of Completion of Contract Work
- 7.5 Termination of Contract
- 7.6 Failure to Complete Work on Time
- 7.7 Assignment

PART 8 - MEASUREMENT AND PAYMENT

- 8.1 Payments on Contract
- 8.2 Differing Site Conditions

GENERAL REQUIREMENTS**PART 1 BIDDING REQUIREMENTS AND CONDITIONS****1.1 NOTICE TO BIDDERS (ADVERTISEMENT)****NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until **2:00 P.M.** on **Tuesday, July 20, 2021** for the **REPLACEMENT OF THE WATER STREET (CR 10A) BRIDGE – BIN 3301700 OVER THE BRANCH.**

DUE TO THE STATE OF EMERGENCY, bids may be live-streamed. There WILL NOT be a public opening. The bids shall be opened on **Tuesday, July 20, 2021 at 2:00 P.M.** at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932.

PLEASE NOTE ESSEX COUNTY HAS TWO OPTIONS TO SUBMIT BIDS ELECTRONICALLY.

Option 1 – submit on ESSEX COUNTY’S MUNIS VENDOR SELF SERVICE. Please go to: <https://essexcountynyvendors.munisselfservice.com>.

OR

Option 2 – submit on BIDNETDIRECT. Please go to: www.bidnetdirect.com/essexcounty.

TO SUBMIT A HARDCOPY OF THE BID, please download the bid package from the County’s website at: <https://www.co.essex.ny.us/bidders/publicbids.aspx> and mail or deliver to: Essex County Purchasing, PO Box 217, 7551 Court Street, Elizabethtown, New York 12932

All bids submitted in response to this notice shall be marked "**SEALED BID – PIN 1760.51, REPLACEMENT OF THE WATER STREET (CR 10A) BRIDGE – BIN 3301700 OVER THE BRANCH**" clearly on the outside of the envelope with the name and address of the bidder.

Please contact the Purchasing Office at (518) 873-3330 for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address.

In the event that the Essex County Purchasing Office is closed the day of the Bid Opening due to unforeseen circumstances, the bid(s) will be opened the next business day that the Essex County Purchasing Office is open. The Bid Submission time will remain the same.

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

GENERAL REQUIREMENTS

Dated: June 17, 2021

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

GENERAL REQUIREMENTS

1.2 PREQUALIFICATION OF BIDDERS

The apparent low bidder will be required to submit an itemized financial statement covering the previous twelve (12) calendar months of actual operations within three working days of bid opening. The statement shall include financial resources, liabilities, equipment, and experience of such a nature as to be acceptable to the County. Experience on projects of a similar nature may be taken into consideration in determining the lowest responsible bidder.

The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The apparent low bidder shall complete and submit the "Reference Sheet" and "Contractor Qualification Statement" with the financial statement.

The apparent low bidder shall also complete a New York State Uniform Contracting Questionnaire and submit it to the County within three working days of bid opening for review and approval by the New York State Department of Transportation.

1.3 PROPOSAL GUARANTY

Proposals shall be accompanied by a proposal guaranty in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount bid. It shall be made payable to "Treasurer, Essex County".

1.4 DELIVERY OF PROPOSALS

Each proposal must be submitted in duplicate in a sealed envelope clearly marked to indicate its contents. Sealed proposals must be delivered to the Essex County Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York, 12932 at or before the date, time and location specified herein. No responsibility shall be attached to the Department of Public Works Superintendent or his representatives for the premature opening of any proposal not properly labeled.

Bidders assume all responsibilities and risks associated with mail or courier delivery. When sent by mail, the sealed proposal must be addressed to the County at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the "Notice to Bidders". Proposals received after the time for opening of bids will be returned to the bidder unopened.

1.5 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 - Item 6.4
- B. New York State Department of Transportation Special Conditions included in the Special Notes
- C. Prevailing Wage Rates required by N.Y.S. Labor Law

GENERAL REQUIREMENTS**1.6 DISQUALIFICATION OF BIDDERS**

Any one or more of the following may be considered as sufficient cause for the disqualification of a bidder and the rejection of his proposal.

- (a) More than one proposal for the same work from an individual, firm or corporation under the same or different names.
- (b) Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the County until any such participant shall have been reinstated as a qualified bidder.
- (c) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statements and experience questionnaire.
- (d) Unsatisfactory performance record as shown by past work for any owner judged from the standpoint of workmanship and progress.
- (e) Uncompleted work which, in the judgment of the County, might hinder or prevent the prompt completion of this work if awarded.
- (f) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force at the time of letting.
- (g) Failure to comply with any qualification regulations of the County.

GENERAL REQUIREMENTS

PART 2 AWARD AND EXECUTION OF CONTRACT

2.1 CONSIDERATION OF PROPOSALS

In accordance with Section 103-01 of the 2008 Standard Specifications, after the proposals are opened and read, they will be compared on the basis of the current gross summary in a manner hereafter described for which the work will be performed according to the plans and specifications together with the unit price for each of the separate items as called for. The lowest bid shall be determined by the County on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all items specified in the proposal therefore at the unit prices stated in the proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the Superintendent the best interests of the County will be promoted thereby.

The Owner reserves the right to reject any and all bids.

2.2 CANCELLATION OF AWARD

The County reserves the right to cancel the award of any Contract at any time before the execution of the said Contract by all parties without any liability against the County.

2.3 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately following the opening and checking of the proposals. That of the successful bidder will be returned after a satisfactory bond has been furnished and the Contract has been executed. The remaining two guaranties will be returned within ten (10) calendar days following the award of the Contract.

2.4 BONDS

The successful bidder shall at the time of the execution of the Contract, furnish a performance bond and a payment bond each in an amount equal to the full amount of the Contract. The purpose of such bonds is to assure the faithful performance of this Contract as well as the payment of all persons performing labor and furnishing materials in connection with this Contract. The form of the bonds and the security shall be acceptable to the County.

Negotiable securities, satisfactory to the County, in an amount equal to that specified for the Contract bond, may be deposited with the County in lieu of such Contract bond and shall be subject to all the conditions of such bond and to such agreements as may be required by the County.

GENERAL REQUIREMENTS**2.5 FAILURE TO EXECUTE CONTRACT**

Failure of the Contractor to execute the Contract and file acceptable bonds within ten (10) calendar days after he has received the Contract form shall be just cause for the annulment of the award, and for the forfeiture of the proposal guaranty. The proposal guaranty shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under a new Contract or otherwise as the County may decide.

GENERAL REQUIREMENTS

PART 3 SCOPE OF WORK

3.1 RESPONSIBILITY OF THE CONTRACTOR

The Contractor will be held responsible for the execution of a satisfactory and complete piece of work, in accordance with the true intent of the drawings and specifications. He shall provide, without extra charge, all incidental items required as a part of his work including layout and survey, even though not particularly specified or indicated. If he has good reason for objecting to the use of any material, appliance, or method of construction as shown or specified, he shall report such objections to the Engineer, and if approved by the Engineer, shall obtain proper adjustment before the Contract is made, and then shall proceed with the work with the understanding that a satisfactory job will be required. The Contractor is solely responsible for site safety and adherence to OSHA regulations.

General Scope of Work:

This project is for the Replacement of Water Street (C.R. 10A) over the Branch in the Town of Elizabethtown, Essex County, New York. The Contractor's responsibilities include:

1. *Work Zone and Traffic Control.*
2. *Demolition and Disposal of the Existing Superstructure.*
3. *Demolition and Disposal of the Existing Abutments and Wingwalls to the limits shown on the contract drawings.*
4. *Reconstruction of the roadway approaches to the limits shown on the contract drawings.*
5. *Construction of a new bridge to include (but not limited to):*
 - a. *Construction of new reinforced concrete abutments founded on piles and the placement of stone fill.*
 - b. *Installation of precast concrete box beam units and reinforced C.I.P concrete deck.*
 - c. *Installation of guide railing as shown on the contract drawings.*
 - d. *Grading and all approach work within the limits shown on the contract drawings.*
6. *In general, the Contractor shall perform or provide all items necessary to complete the work described on the contract drawings and/or noted in the specifications.*

GENERAL REQUIREMENTS

PART 4 CONTROL OF WORK

4.1 AUTHORITY OF ENGINEER

The Essex County Department of Public Works Superintendent will be represented by a Resident Engineer who will observe the work done under the Contract on a full-time basis throughout construction.

The Resident Engineer shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His 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 his questions, in writing, to the Resident Engineer. These questions shall be forwarded to the Highway Superintendent along with the Resident Engineer's recommendations.

The Resident Engineer may place on the job other personnel who shall observe the work as his 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 scheduling suitable observation by the Resident Engineer or his authorized representative as noted in Section D may be ordered removed and replaced at the Contractor's expense.

Where the NYSDOT is mentioned in any capacity (including but not limited to Department, State, Commissioner of Transportation, Dot, or Director(s) of its subdivisions) as an approving authority with regards to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the Essex County Department of Public Works Superintendent. This change shall be made in all of the documents relating to this contract.

4.2 FINAL ACCEPTANCE OF WORK

When in the opinion of the Engineer the Contractor has fully performed the work under the Contract, the Engineer shall recommend to the Department of Public Works Superintendent the acceptance of the work so completed. If the Department of Public Works Superintendent accepts the recommendation of the Engineer then he shall notify the Contractor by letter of such acceptance, and copies of such acceptance shall be sent to other interested parties.

4.3 CONTRACTOR'S PERSONNEL

The Contractor shall place in charge of the work a competent and reliable English speaking Superintendent, who shall have the authority to act for the Contractor and who shall be acceptable to the Engineer. This Superintendent must be present at all times during the working day to receive directions and orders given by the Engineer or his representatives. All workers must have sufficient skill and experience to properly perform the work assigned to them. Any person employed by the

GENERAL REQUIREMENTS

Contractor who the Engineer may deem incompetent or unfit to perform the work shall at once be discharged and shall not again be employed on projects for the County at that specific task.

4.4 COOPERATION WITH UTILITIES

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction. The Contractor shall notify the Engineer in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It is understood and agreed upon that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.

GENERAL REQUIREMENTS**PART 5 CONTROL OF MATERIALS****5.1 CERTIFICATE OF ACCEPTABILITY**

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the County. 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 plants not approved by the New York State Department of Transportation shall be borne by the Contractor. This shall include, but not be limited to, plants employed to provide mobile concrete and steel reinforcement.

GENERAL REQUIREMENTS

PART 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 SUBCONTRACTORS, MATERIALMEN AND LABORERS

The Contractor shall furnish the Engineer, before final payment is authorized, an affidavit that all labor and material associated with the work in any way is paid for in full. The Contractor shall indemnify and hold the County and the Engineer harmless from any lien or claim which may be made or filed after such payment by any subcontractor, materialman or laborer in connection with work performed hereunder.

6.2 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless Essex County, its officers, and employees and Clark Patterson Lee, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or the Engineer, or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein.

6.3 NO WAIVER OF LEGAL RIGHTS

The County shall not be precluded or stopped by a measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the County, or any representative of the County, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

GENERAL REQUIREMENTS6.4 INSURANCE

The Contractor shall procure and maintain at its own expense and without expense to the County, until final acceptance by the County, of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the County covering all operations under the contract whether performed by it or its subcontractors. Before commencing the work the Contractor shall furnish to the Superintendent a certificate or certificates of insurance in form satisfactory to the Superintendent showing that it has complied with this Section, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Superintendent. The types of insurance are as follows:

- A. Workers' Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Law, covering all operations under the contract, whether performed by it or its subcontractor and also under the Disability Benefits Law. The contract, shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of the contract, such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law Section 142).
- B. Liability and Property Damage Insurance. Policies following the 1986 Insurance Services Office (ISO) formats shall be provided. Unless otherwise specifically required by special provision, each policy shall not be amended or contain deductible clauses or coverage exclusions of any nature and shall have limits not less than:

1986 Insurance Services Office format:

Bodily Injury and Property Damage Liability Combined Single Limit

<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$2,000,000

For all damages arising during the policy period, shall be furnished in the types (a1.) through (e.) as described below. An umbrella type policy, dedicated to this contract, may be used to meet these limits.

- a1. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the agreement;
- a2. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon EACH SUBCONTRACTOR with respect to all work performed by said subcontractor under the agreement;

GENERAL REQUIREMENTS

- b. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by subcontractors;
- c. Completed Operations' Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof, out of that part of the work performed by each;
- d. Protective Liability Insurance issued to and covering the liability for damages imposed by law upon The People of the State of New York, the State of New York, and the Commissioner of Transportation and all employees of the Commissioner of Transportation both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees,, with respect to all operations under the agreement by the Contractor or its subcontractors, including omissions and supervisory acts of the State, municipality, public benefit corporation or consultant. Specifically, this includes, but is not necessarily limited to the parties listed on page E-17.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage.

If the Contractor elects to use the same policy for more than one project, it must provide with the insurance certificate the Aggregate Limits of Insurance (per project) Endorsement indicating the specific project site and contract number;

- e. Commercial General Liability (Premises, Existence, Hazard) Liability Insurance (formerly called Owner's, Landlord's and Tenant's Liability Insurance) issued to and covering the liability for damages imposed by law upon The People of the State of New York, the State of New York and the Commissioner of Transportation and all employees of the Commissioner of Transportation both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to temporarily opening any portion of the County construction project under this agreement, until the construction or reconstruction pursuant to the agreement has been accepted by the County. Specifically, this includes, but is not necessarily limited to the parties listed on page E-17.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage. This coverage will not be required for contracts involving only turf establishment, landscaping, or traffic signals, which do not involve work on the roadway.

GENERAL REQUIREMENTS

- C. Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates.”

List of Additional Insured Parties

- Essex County, its boards, officers and employees are named as additional insured on a primary, non-contributory basis on the Contractor’s insurance policy, with the exception of Workers’ Compensation.
- People of the State of New York
- New York Commissioner of Transportation
- Employees of the New York Commissioner of Transportation
- CPL (Engineering Consultant)

GENERAL REQUIREMENTS

PART 7 PROSECUTION AND PROGRESS

7.1 NOTICE TO PROCEED

The "Notice to Proceed" will stipulate the date on which it is expected the Contractor will begin the work. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. In no case, however, shall the Contractor begin work prior to the date of the signing of the Contract.

7.2 PROSECUTION OF WORK

The Contractor shall start construction operations on the part of the project approved by the Engineer, or set forth in the approved Progress Schedule. The work shall be conducted in such manner and with sufficient materials, equipment, and labor as are considered necessary to insure its completion in accordance with the plans and specifications as interpreted by the Engineer, by the date set forth in the Agreement. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

7.3 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part by written order for such period as he may deem necessary due to unsuitable weather, to conditions considered unfavorable for the suitable prosecution of the work, or to carry out orders given or to perform any provisions of the Contract.

7.4 DATE OF COMPLETION OF CONTRACT WORK

The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the work contracted, by the date stipulated in the Agreement.

In adjusting the Agreement date for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any condition over which the Contractor has no control, and also any suspensions ordered by the Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the contract time for completion of the work. No allowance will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor.

7.5 TERMINATION OF CONTRACT

If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors or a receiver is appointed for the Contractor or any insolvency arrangement proceedings are instituted by or against him, or if the Contractor fails after seven (7) days notice to supply enough properly skilled workers or proper materials or fails to prosecute the work with such diligence as will insure its completion by the Agreement date or shall in any other respect commit a breach of his Agreement and fail to remedy the same within seven (7) days after notice thereof, the County may, by twenty-four (24) hours written notice, terminate the Contractor's right to proceed with the balance of the work or with any portion thereof and may take possession of the work and complete it by

GENERAL REQUIREMENTS

Contract or otherwise. The County may utilize such materials, plant and equipment as may be on the site of the work.

7.6 FAILURE TO COMPLETE WORK ON TIME

When the work embraced in the Contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the County upon the work from the completion date originally fixed in the Agreement to the final date of completion of the work may be charged to the Contractor and be deducted by the County from any payment due the Contractor. Consideration of any extra work or supplemental Contract work added to the original Contract as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. The Contractor will be responsible for any delays resulting from causes within the Contractor's control, including inefficient operations, and the Department of Public Works Superintendent shall be the sole judge of whether such charges shall be assessed against the Contractor.

The beginning and ending dates of the allowable period of construction will be stipulated in the New York State Department of Environmental Conservation (NYSDEC) and/or Army Corps of Engineers wetland permits. If work is performed outside the stipulated period of time, the Contractor will be subject to pay any fines resulting from violation of the permits.

7.7 ASSIGNMENT

The Contract shall be binding upon the parties hereto and upon their respective successors and assigns; but neither party hereto shall assign or transfer any interest herein, without the written consent of the other.

GENERAL REQUIREMENTS

PART 8 MEASUREMENT AND PAYMENT

8.1 PAYMENTS ON CONTRACT

Payments to the Contractor for work satisfactorily completed will be made monthly in the amount of 95% of the work completed. No monthly payment will be rendered for less than 10% of the Contract amount or \$1,000, whichever is less. The payments will be based on the completed percentage of each unit bid as shown in the Itemized schedule.

The attention of persons intending to make proposals is specifically called to the provisions of Section 70 and 71 of the Lien Law, and Section 1302-C of the Penal Law in relation to funds being received by a Contractor for a public improvement. These provisions declare that the funds received by the Contractor shall constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

No certificate approving or authorizing the first partial payment, or in the event taxes shall be found due in accordance with this Section after the first payment to the Contractor, then no certificates approving or authorizing any final payment shall be made to a foreign Contractor unless such Contractor furnishes satisfactory proof that all taxes due by such Contractor under the provisions of Articles 9, 9A, 16, and 16A of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "Foreign Contractor" as used in the preceding paragraph means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another State or foreign country and in the case of a corporation, one having its principal place of business in another State or foreign country.

8.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

The Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, then an equitable adjustment shall be made under this clause and the contract modified in writing accordingly. The Contractor shall not have rights to suspend work during resolution of a differing site condition as stipulated in Section 105-14 of the Standard Specifications.

GENERAL REQUIREMENTS

No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the Engineer.

Technical Specifications

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SPECIAL NOTES

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.

SPECIAL NOTES

OPERATIONAL DAMAGES

The Contractor will be held entirely responsible for any damages to adjacent property as a result of his 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. He 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.

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.

EXCAVATION

The Contractor's attention is called to the fact that any contours shown in the plans are approximate, and in any event, they are not to be deemed or considered by the Contractor as a warranty or a representation by the Engineer of exact field conditions.

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.

SPECIAL NOTES

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.

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 the Essex County Department of Public Works 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.

VEHICLE WEIGHTS

The Contractor shall submit to the Engineer the weights of the construction vehicles to be used on the pavement and on the bridge.

SPECIAL NOTES

WORK ZONE TRAFFIC CONTROL

The Contractor will be responsible for providing traffic control. All traffic control signage and devices shall be accordance with the Contract documents and the New York State Manual of Uniform Traffic Control Devices. The Contractor shall coordinate with the Underground Facilities Protective Organization (UFPO) prior to driving any sign posts.

The Contractor shall submit work zone traffic control plans to the Engineer for approval prior to commencing work.

PRECONSTRUCTION CONFERENCE AND PROJECT SCHEDULE

The Contractor shall submit to the Essex County Department of Public Works 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.

CONSTRUCTION INSPECTION

It is intended that during the course of the work, a full-time Resident Engineer will be present. The Contractor shall give at least 48 hours notice to the Engineer of the following items:

1. Installation of WZTC, and the temporary bridge and approaches
2. Beginning of Demolition
3. Beginning of Excavation
4. Completion of Excavation
5. Beginning of any concrete pour
6. Beginning of any backfill and compaction operations
7. Beginning of beam installation
8. Beginning of any guide railing placement
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 Essex County Department of Public Works.

SPECIAL NOTES

Attention is brought to the fact that the Contractor is responsible for carrying out all required inspection, sampling, testing and qualification of plants and manufacturers or fabricators. This work shall be performed by the Contractor, or its designated representative in accordance with the New York State Standard Specifications or A.O.B.E. The cost of all required inspection, sampling, testing and qualification of plants and manufacturers or fabricators shall be included in the prices bid for the various items in the contract.

CONCRETE INSPECTION

The plant selected to fabricate the mobile concrete must be acceptable to the Engineer. Should the plant selected not be equipped with automatic proportioning and recording devices for Portland cement approved by the New York State Department of Transportation, a site inspection of the plant will be required by the Engineer. The cost of the site visit shall be borne by the Contractor at no cost to the Essex County Department of Public Works.

SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the Essex County Department of Public Works as "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

His own organization shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators.

SPECIALTY ITEMS IN THIS CONTRACT

ITEM NUMBER	ITEM DESCRIPTION
551.40200017	FURNISHING EQUIPMENT FOR INSTALLING MICROPILES
551.50220017	STATIC PILE LOAD TEST
551.99450017	PERMANENT CASING FOR MICROPILES
551.99460017	MICROPILES (CONTRACTOR DESIGNED)

SALVAGED MATERIALS

Unless otherwise shown on the plans or specified in the proposal, all salvaged material shall become the property of the Contractor.

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.

SPECIAL NOTES

REQUIRED NOTICES

a. **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.

b. **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, flagpersons 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.

RIGHT OF WAY

Previously signed contracts or agreements made between the Essex County Department of Public Works and the pertinent landowners must be honored by the Contractor. A list of pertinent signed agreements will be furnished to the Contractor. Any deviations from the above stated Contracts of Agreements after the contract is awarded must be first stipulated in writing and signed by all interested parties.

SHOP DRAWINGS

The Contractor will be required to submit shop drawings for the following items:

<u>ITEM NUMBER</u>	<u>ITEM DESCRIPTION</u>
551.99450017	PERMANENT CASING FOR MICROPILES
551.99460017	MICROPILES (CONTRACTOR DESIGNED)
563.02	PRESTRESSED CONCRETE BOX BEAMS UNITS

MATERIAL SAFETY DATA SHEETS

The Contractor is responsible for providing the Material Safety Data Sheets to the Essex County Department of Public Works prior to introducing hazardous materials onto the site, assuring compliance before work is started and disseminating any information to the Essex County Department of Public Works employees concerning significant chemical hazards that the Contractor

SPECIAL NOTES

is bringing to the Essex County Department of Public Works's workplace. The Material Safety Data Sheets will be maintained by the Essex County Department of Public Works as long as those materials are present. It is the responsibility of the Contractor to train its own employees.

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.

LEGAL LOADS

The Contractor is reminded that only legal loads are permitted on public highways. The only exception to this is the presently authorized issuance of permits for special or occasional oversize or overweight loads. These permits are issued at the discretion of the Essex County Department of Public Works and only under special conditions over specified highways at designated times and do not apply to the hauling of materials for construction contracts. Weigh slips which are a part of contract records are available to enforcing agencies.

If the section of highway under construction is designated as a Restricted Highway by the Department of Public Works Superintendent, only legal loads will be permitted unless otherwise authorized in writing by the Engineer. Such authorization will in general apply only to those portions of the highway that are to be destroyed during construction and generally not newly finished pavement or structures.

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.

EQUIPMENT

RENTAL RATES - A list of equipment to be used in the contract shall be submitted to the Engineer before any work is started. Such list will include all necessary information to ascertain New York State Rental Rates and need not include trucks.

REMOVAL OF COUNTY, TOWN OR VILLAGE-OWNED FACILITIES

The Contractor shall give sufficient notice to the Engineer, for removal by Departmental Forces, of such County, Town or Village-owned facilities as signs and delineators.

EXISTING CONDITIONS

All dimensions affected by the geometrics and/or location of the existing structure are to be checked in the field by the Contractor, before ordering or fabricating any materials, and before any

SPECIAL NOTES

construction begins. It shall be the responsibility of the Contractor to supply the Engineer with all field dimensions required to check shop drawings.

The Contractor shall remove the BIN plate from the existing bridge abutment, store it, and install it on the new abutment in a manner and location acceptable to the Engineer. Cost shall be included in the unit prices bid for the various items of the contract.

INSURANCE

The Contractor shall provide insurance coverage including the project and for a distance of 500 feet beyond the actual construction designated "Contract Begins" and/or "Contract Ends" and 500 feet beyond the "Limit of Work" of all intersecting highways.

SPECIAL NOTES**BRIDGE/BAT SURVEY PROTOCOL**









Requirements for Use (Bridges):

The contractor shall complete the Bridge/Structure Bat Assessment Form within 7 days of the start of work on the underside of the bridge. Bridge/Bat Assessment will be made through the completion of the Bridge/Structure Bat Assessment Form for the Northern Long-eared bat. Bridge/Bat Assessments can be conducted by any individual, and can be conducted from the ground below the bridge with the use of binoculars. Bridge/Bat Assessments are required to be conducted for bridge work that is initiated between March 31 and October 1, and includes work that involves access to the underside of the bridge or drilling down to the underside of the bridge, including bridge painting and washing.

Bridge/Bat Assessments Protocol (Bridges):

- A. If the Bridge/Bat Assessment Form, (attached in this special note), concludes that the bridge does not contain bats, then the completed form will be submitted by the Construction Inspection Consultant to the FHWA Area Engineer for record-keeping, within 30 days of completion of the form.
- B. If the Bridge/Bat Assessment Form concludes that the bridge contains bats, the species needs to be determined by the USFWS. Clearance must be obtained from the USFWS before work can begin on the bridge. Photos of the bats shall be taken, if possible, and the Construction Inspection Consultant will coordinate with the New York State Department of Transportation Main Office. NYSDOT Main Office will then coordinate with the FHWA Area Engineer and an Environmental Specialist.

Bridge/Structure Bat Assessment Form

Date & Time of Assessment		DOT Project Number	Route/Facility Carried	County
Federal Structure ID		Structure Coordinates (latitude and longitude)	Structure Height (approximate)	Structure Length
Structure Type (check one)			Structure Material (check all that apply)	
Bridge Construction Style			Deck Material	Beam Material
<input type="radio"/> Cast-in-place 	<input type="radio"/> Pre-stressed Girder 	<input type="checkbox"/> Metal	<input type="checkbox"/> None	<input type="checkbox"/> Concrete
<input type="radio"/> Flat Slab/Box 	<input type="radio"/> Steel I-beam 	<input type="checkbox"/> Concrete	<input type="checkbox"/> Concrete	<input type="checkbox"/> Timber
<input type="radio"/> Truss 	<input type="radio"/> Covered 	<input type="checkbox"/> Timber	<input type="checkbox"/> Steel	<input type="checkbox"/> Stone/Masonry
<input type="radio"/> Parallel Box Beam 	<input type="radio"/> Other: _____	<input type="checkbox"/> Open grid	<input type="checkbox"/> Timber	<input type="checkbox"/> Other: _____
Culvert Type			Culvert Material	
<input type="radio"/> Box	<input type="radio"/> Other Structure _____	<input type="checkbox"/> Metal	Creosote Evidence	
<input type="radio"/> Pipe/Round		<input type="checkbox"/> Concrete	<input type="radio"/> Yes	<input type="radio"/> No
<input type="radio"/> Other: _____		<input type="checkbox"/> Plastic	<input type="radio"/> Unknown	
		<input type="checkbox"/> Stone/Masonry	Notes:	
		<input type="checkbox"/> Other: _____		
Crossings Traversed (check all that apply)			Surrounding Habitat (check all that apply)	
<input type="checkbox"/> Bare ground	<input type="checkbox"/> Open vegetation	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Grassland	
<input type="checkbox"/> Rip-rap	<input type="checkbox"/> Closed vegetation	<input type="checkbox"/> Commercial	<input type="checkbox"/> Ranching	
<input type="checkbox"/> Flowing water	<input type="checkbox"/> Railroad	<input type="checkbox"/> Residential-urban	<input type="checkbox"/> Riparian/wetland	
<input type="checkbox"/> Standing water	<input type="checkbox"/> Road/trail - Type: _____	<input type="checkbox"/> Residential-rural	<input type="checkbox"/> Mixed use	
<input type="checkbox"/> Seasonal water	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Woodland/forested	<input type="checkbox"/> Other: _____	
Areas Assessed (check all that apply)				
Check all areas that apply. If an area is not present in the structure, check the "not present" box. Document all bat indicators observed during the assessment. Include the species present, if known, and provide photo documentation as indicated.				
Area (check if assessed)	Assessment Notes	Evidence of Bats (include photos if present)		
<input type="checkbox"/> All crevices and cracks: Bridges/culverts: rough surfaces or imperfections in concrete Other structures: soffits, rafters, attic areas	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> Concrete surfaces (open roosting on concrete)	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> Spaces between concrete end walls and the bridge deck	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> Crack between concrete railings on top of the bridge deck 	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> Vertical surfaces on concrete I-beams	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> Spaces between walls, ceiling joists	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> Weep holes, scupper drains, and inlets/pipes	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> All guiderails	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
<input type="checkbox"/> All expansion joints	<input type="checkbox"/> Not present	<input type="checkbox"/> Visual - live #	<input type="checkbox"/> dead #	<input type="checkbox"/> Audible <input type="checkbox"/> Species
		<input type="checkbox"/> Guano	<input type="checkbox"/> Odor	<input type="checkbox"/> Photos
		<input type="checkbox"/> Staining		
Name: _____		Signature: _____		

SPECIAL NOTES

PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract.

PG BINDER

Use a **PG 64S-22**(Standard) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a crosslinking agent for polymer modification.

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

Note: The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at preconstruction and pre-paving meetings.

SPECIAL NOTES**“Coordination with the Utility Schedule”**

All known public and private utility lines within or adjacent to the site of work, are shown in the existing approximate locations on the contract plans. The Contractor is cautioned that these locations are not guaranteed; nor is there a guarantee that all such lines in existence have been shown on the plans. The Contractor shall conduct his operations as to prevent damage to such facilities and shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage.

The Contractor shall satisfy himself as to the exact location of utility lines and shall protect and support in a suitable manner, all utilities encountered in his work. The Contractor shall make good any damage to those utilities caused by his operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.

Prior to the commencement of construction, the Contractor must coordinate his schedule of operations with the various utility owners involved with the project and shall verify utility information found in the contract documents. Pole relocations shall be scheduled to be completed within 4 weeks after contract award. Utility adjustment and/or relocations required by the various Utility owners in connection with this project include:

NYS Electric & Gas: currently owns poles and wires within the project limits which are located to the south of the centerline of County Route 10A (Water Street). One pole carrying overhead wires and a street light is in conflict with the proposed construction, and must be temporary relocated and restored back to its current location at the completion of construction. The utility pole is approximately located at Centerline Station 8+80. A second pole carrying overhead wires in conflict with the proposed construction, and must be relocated is approximately located at Centerline Station 10+55. This pole also carries private service to a residential home located at 39 Water Street, Elizabethtown, NY 12932 which is in conflict with the proposed construction, and must be relocated.

Contact: Paul C. Blakelock

Telephone: (585) 484-3798
Email: PCBlakelock@nyseg.com

Verizon: currently occupies poles within the project limits. Two poles carrying overhead wires conflict with the proposed construction, and must be relocated. The poles and wires are located south of the proposed centerline of County Route 10A (Water Street). The utility poles are approximately located at centerline Stations 8+80 and 10+55.

Contact: Nathaniel Hill

Telephone: (518) 815-2674
Email: nathaniel.hill@verizon.com

Contact: Roger Marland
UNDC OSP Field Engineer for Verizon

Telephone: (518) 569-2623
Email: rmarland@undc.com

SPECIAL NOTES

Development Authority of the North Country (DANC): currently occupies poles within the project limits. Two poles carrying overhead wires conflict with the proposed construction, and must be relocated. The poles and wires are located south of the proposed centerline of County Route 10A (Water Street). The utility poles are approximately located at centerline Stations 8+80 and 10+55.

Contact: Robert Durantini

Telephone: (315) 661-3253

Email: rdurantini@danc.org

Contact: John LaFontaine

Telephone: (315) 661-3200

(603) 369-8669

Email: jlafontaine@danc.org

Charter Communication (Spectrum) Cable: currently occupies poles within the project limits. Two poles carrying overhead wires conflict with the proposed construction, and must be relocated. The poles and wires are located south of the proposed centerline of County Route 10A (Water Street). The utility poles are approximately located at centerline Stations 8+80 and 10+55.

Contact: Scott Koster

Telephone: (315) 634-6357

Email: Scott.Koster@charter.com

Contact: Ron H. Jones

Telephone:

Email: Ron.Jones@charter.com

SPECIAL NOTES

“Owner Requirements for Water Mains and Appurtenances”

The following are the requirements of the owner of the water system for this contract. All manufacturer or proprietary material designations are the requirement of the Owner. Approval of an equal item other than that specified must be granted by the Owner.

Owner: Town of Elizabethtown
Address: 7563 Court Street / PO Box 265
City, State, ZIP: Elizabethtown, New York 12932
Contact: David Dickinson, Water District Superintendent
Phone #: (518) 873-2020
Cell: (518) 275-8183

The Owner does require review and approval of materials and details. The estimated time required for approval by the Owner of materials and details during construction is seven (7) days.

Pipe:

Type of Material: **Ductile Iron** Pressure/Thick Class or DR: **350 / 52**
Manufacturer: **Griffin (or approved equivalent)**
Lining: **Cement**
Type of Joint: **Restrained**
Bedding Requirements: **Crusher Run / See plans for limits.**
Insulation: **N/A**
Jacket: **N/A**
Tracing: **N/A**

Fittings: (Compact Ductile Iron (C153) required unless otherwise noted)
C110 Full Body Required For Size NPS 8

Special Requirements: **Stainless Steel Hardware**

Thrust Restraint Type:

- Horizontal Bends - **Restrained Joint or Thrust Block**
- Vertical Bends - **Restrained Joint or Thrust Block**
- Tees & Crosses - **Restrained Joint or Thrust Block**
- Valves - **Restrained Joint or Thrust Block**
- Hydrants - **Restrained Joint or Thrust Block**

Tie Rods:

Type: **Stainless Steel** Size: **1 inch**

SPECIAL NOTES**WINTER SHUTDOWN REQUIREMENTS
WINTERIZATION PLAN**

In the event construction activities encounters seasonal change to winter conditions, the Contractor shall plan, manage and provide all labor, materials, equipment and supervision necessary for an extended shutdown. Outlined below are required guidelines to be performed by the Contractor to effectively prepare for winter shutdown, or AOB:

PART I - PLANNING

It is not possible to predict exactly when site conditions will dictate adoption of alternate methods or schedules of construction. However, during seasonal change, prudent construction management and scheduling will be required if an extended shutdown becomes necessary. The following shall be adhered to:

- A. Do not start any stream or road crossings unless it is certain that construction and mitigation can be managed.
- B. Limit the exposure of sites so that extensive site restabilization under adverse conditions is avoided or unnecessary.
- C. Plan to stabilize or restore sites as work progresses, thus minimizing the need to do it later when conditions will probably be less favorable. Install and maintain drainage and erosion controls as work progresses.
- D. Make preparations for winter conditions before the weather and physical condition of the right-of-way have degraded to the point where effective implementation of stabilization measures is precluded.

PART 2 - CONSTRUCTION

Due to uncertainties of suitable weather for continuing construction and restoration in late autumn and winter periods, do as much as possible to minimize exposure of unstabilized sites and demobilization needs.

- A. To limit the exposure of sites, effectively manage additional clearing and grading, particularly on unstable slopes and around streams. Stabilize sites immediately following disturbance.
- B. Minimize amount of extraneous materials on site. Move equipment and supplies as appropriate. Emphasize the completion and restoration of stream crossings that have been cleared, graded, and where temporary vehicle crossings are in place.
- C. Emphasize work on stabilization or final restoration of disturbed sites as work progresses.
- D. Suspend new site disturbance and site preparation grading if right-of-way conditions degenerate and construction mitigation cannot be managed.
- E. All trenches and pits shall be backfilled prior to extended shutdown periods.

SPECIAL NOTES**PART 3 - PUBLIC SAFETY**

- A. All roads that are not permanently restored shall be suitably repaired for the road's intended use during the shutdown period.
- B. Remove all materials and equipment from Public rights-of-way.
- C. Remove extraneous materials and equipment from flood prone areas.
- D. Hardened private access as necessary. Gates, fencing, and other access limitations should be replaced or installed as necessary.

PART 4 - DRAINAGE AND EROSION CONTROL

- A. All exposed soils shall be at least rough graded, and drainage patterns shall be restored. Surface and subsurface drainage features in and around wetlands, agricultural fields and public roads shall be restored and remain effective during this period.
- B. Temporary erosion control measures should be sized and constructed to function effectively for the conditions expected for the duration of the shutdown or over-winter period.
- C. Construct and maintain temporary drainage and erosion control features at proper intervals on slopes and access roads.
- D. Install straw bales or other silt barriers in swales, at the base of small slopes, and in areas subject to sedimentation from low velocity runoff.
- E. Mulch all slopes over 10% slope.
- F. Apply temporary seeding of critical areas (e.g., road cuts and stream banks) with fast germinating winter hardy grass. Seed stripped topsoil piles with fast germinating winter hardy grass as necessary.
- G. Control erosion from topsoil stockpiles with silt fence or straw bales as necessary on steep slopes or unstable soil conditions.
- H. All cut stream banks shall be stabilized. On any stream bank where vegetative cover cannot be established before winter, stream bank restoration shall be employed for over-winter restoration. Additional rip rap shall also be installed at such stream crossings if necessary, as determined by the Engineer-In-Charge.

PART 5 - INSPECTION AND MAINTENANCE

- A. Periodically inspect and maintain sediment and erosion control devices. Replace devices as needed and avoid failures.
- B. Periodically inspect and maintain Work Zone Traffic Control devices along the off-site detour route.

END OF WINTER SHUTDOWN REQUIREMENTS

SPECIAL SPECIFICATIONS1. **SPECIFICATIONS**

The New York State Department of Transportation Office of Engineering Standard Specifications, Construction and Materials (US Customary), which are current on the date of advertisement for bids, are hereby incorporated, in their entirety, and made a composite part of these specifications except as herewith modified and supplemented by these specifications and subsequent documents issued by the “Essex County Department of Public Works”.

2. **DEFINITIONS**

To avoid excessive overlapping and repetition, there are certain sections, materials and items that are referred to in other items. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm; utility and sewer; manhole and catch basin; structure and culvert; gravel and granular fill or material; select and selected; bituminous and asphalt; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where the words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or prescription of the Engineer is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless another meaning is plainly intended. Whenever, in the description of any part of the Work to be done under this Contract, the expression as shown, as shown on the plans or the words of like import are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly intended.

3. **SPECIAL SPECIFICATIONS**

The following Special Specifications enclosed herein shall be used for materials of construction:

ITEM NUMBER	ITEM DESCRIPTION	APPROVAL
551.40200017	FURNISHING EQUIPMENT FOR INSTALLING MICROPILES	PIN
551.50220017	STATIC PILE LOAD TEST	PIN
551.99450017	PERMANENT CASING FOR MICROPILES	PIN
551.99460017	MICROPILES (CONTRACTOR DESIGNED)	PIN
555.01940007	STAINING CONCRETE SURFACES	General
555.72940001	ARCHITECTURAL TREATMENT - VERTICAL CONCRETE SURFACES	General

SPECIAL SPECIFICATIONS

555.16960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE	General
559.18960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS	General
559.90010011	ANTI-GRAFFITI PROTECTION COATING	General
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	General
613.04000001	STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS	General

DESCRIPTION

This work shall consist of furnishing the necessary equipment at the work site for installing micropiles or permanent casings for micropiles as indicated in the contract documents.

The equipment shall be capable of advancing drill casing and permanent casing, and drilling holes for micropiles by rotating the casing(s) and applying a static vertical load. The equipment shall be capable of cleaning out the inside of the casing(s) without disturbing the surrounding soil or excavating more than 1 foot ahead of the casing. The equipment shall be equipped with gauges conveniently located at the pile installation site to measure the volume of grout being pumped into the pile and the grouting pressure. The equipment shall be able to perform the work without removing or relocating existing utilities, structures or structural members.

MATERIALS

Not Specified.

CONSTRUCTION DETAILS

Submit literature fully describing the type of equipment proposed for use to the Engineer for approval by the Deputy Chief Engineer Structures, at least 30 days prior to commencing installation. At any time, remove all equipment deemed unsatisfactory by the Engineer from the site and replace it with satisfactory equipment at no additional cost to the State.

METHOD OF MEASUREMENT

This work will be measured on a lump sum basis.

BASIS OF PAYMENT

The unit price bid for furnishing equipment for installing micropiles shall include the cost of all labor, material and equipment necessary for transporting, erecting, maintaining, making any ordered equipment replacement, dismantling and removing all installation equipment.

Payment shall be as follows: Seventy-five percent (75%) of the lump sum amount bid will be paid when the required equipment for installing the micropiles is furnished and at least one pile for each piece of equipment specified has been installed to the Engineer's satisfaction. The remainder will be paid when the work of installing all micropiles is complete.

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ITEM 551.50220017 - STATIC PILE LOAD TEST**DESCRIPTION**

The work shall consist of furnishing all testing materials and equipment and performing a static pile load test on the pile indicated in the contract documents or where directed by the Engineer. The work shall be done in accordance with the requirements of the current version of the Geotechnical Control Procedure, GCP-18, Static Pile Load Test Manual.

Engage the services of a Professional Engineer, experienced in all aspects of pile load testing and acceptable to the Deputy Chief Engineer Structures to perform the load tests and to prepare reports of test results, as outlined in GCP-18. The Contractor's agreement with the Professional Engineer shall provide for additional technically qualified personnel to be at the test site at all times during testing to assure that loads are being maintained and to record data.

In instances where the pile being tested is a Contractor Designed Micropile, the work shall also include the installation of the test pile.

MATERIALS

These shall be as required by GCP-18.

CONSTRUCTION DETAILS

A Contractor Designed Micropile test pile shall be installed in accordance to the Micropile (Contractor Designed) specification.

The pile shall be tested in accordance with the requirements of GCP-18.

METHOD OF MEASUREMENT

The work will be measured by the number of load tests satisfactorily performed in accordance with the specification.

BASIS OF PAYMENT

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

Contractor Designed Micropiles that are tested and fail to meet the acceptance criteria will be rejected. No payment will be made for the Static Pile Load Test or for the test pile.

Design Provided Micropiles, Drilled Shafts, or Driven Piles that are tested and fail to meet the acceptance criteria will be rejected. However, payment will be made for the Static Pile Load Test under this pay item and for the installation of the micropile/shaft/pile under its respective item.

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ITEM 551.99450017 - PERMANENT CASING FOR MICROPILES**DESCRIPTION**

This work shall consist of installing permanent casing for micropiles with the specified diameter, length, and minimum thickness at all micropile locations indicated in the contract documents or as directed by the Engineer.

The Contractor performing this work shall be the same contractor who installs the micropiles.

MATERIALS

For all steel remaining as a permanent part of the work, all Buy America provisions shall apply.

A. Permanent Casing. Permanent casing shall be of flush-joint or welded type and shall be of appropriate thickness to withstand the stresses associated with advancing it into the ground. Provide permanent casing as indicated in the contract documents and conforming to ASTM A252, with the exception that spiral welded pipe shall not be allowed. Mill secondaries cannot be used for permanent casings.

Approval of the structural casing shall be done in accordance with the following procedure:

1. Requirements for Micropile Casing. Structural casing that is installed in coupled (spliced) sections shall meet the following requirements:

- a. The casing shall be flush joint and the pipe joint shall be completely shouldered and with no stripped threads.
- b. All welded connections shall be performed by a NYSDOT Certified Welder in conformance with NYSDOT Steel Construction Manual (SCM), the approved Welding Procedure Specification (WPS) and the Approved Welding Procedure Qualification Record (WPQR). Welds shall be full penetration welds for full structural load capacity. For piles with bending or tension stress, welds shall be Ultrasonic (UT) or Radiograph Tested (RT). These requirements do not apply to minor welding that does not carry structural load, such as cutting teeth and tacking on bearing plates.
- c. If significant tension loads are being considered, the Department will require the Contractor to provide data demonstrating the adequacy of the proposed detail.
- d. The design shall limit the maximum yield stress of steel (F_y) to 87 ksi.

B. Water. Provide water conforming to §712-01 Water for any drilling fluid.

C. Grout. Provide a pumpable grout consisting of, as a minimum, Portland Cement - Type 2 and Water meeting the following Specification requirements:

ITEM 551.99450017 - PERMANENT CASING FOR MICROPILES

Material	Subsection
Portland Cement, Type 2	§701-01
Grout Sand	§703-04
Fly Ash	§711-10
Water	§712-01

The use of Grout Sand and Fly Ash in the mix is optional. The mix design for the grout shall be approved in the submittal process for the installation methods in the respective micropile specification.

CONSTRUCTION DETAILS

A. Submittals. Submit the following information in accordance with the requirements in the contract documents to the Engineer for approval by the Deputy Chief Engineer Structures (DCES). The DCES will require 20 work days for review.

Include in the submittal:

1. Details of equipment for permanent casing installation.
2. Details of procedures for permanent casing installation.
3. Procedures for advancing through boulders and other obstructions.
4. Procedures for containment of drilling fluid and spoil and disposal of spoil.
5. Where applicable, drawings that show the specific work can be performed under limited headroom conditions and as close to obstructions, as site conditions warrant, to install the permanent casing at the locations and to the depths indicated in the contract documents. Provide information on the length of the casing sections to be used, as dictated by the length of the drill mast and by the available overhead clearance and the resulting location of joints.
6. Layout drawings which show the proposed sequence of permanent casing installation and how it will be coordinated with micropile installation.

B. Permanent Casing Installation and Soil Removal. Install the permanent casing prior to or in conjunction with the micropile installation. Install the permanent casing so that the center of each casing does not vary from the plan location by more than 3 inches. Do not allow the permanent casing to vary from the vertical or established batter by more than 1/4 inch per foot as measured above ground. Install the top of the permanent casing to the elevation indicated in the contract documents.

Advance the hole using a duplex drilling method. Do not drill or flush ahead of the drill casing by more than 1 foot. Perform drilling and excavation in such a manner as to prevent the collapse of the hole. Use of bentonite slurry is not permitted. Use of polymer slurry to remove cuttings from the cased hole must be approved by the Engineer.

ITEM 551.99450017 - PERMANENT CASING FOR MICROPILES

If obstructions are encountered during excavation for a permanent casing, progress through them by means of coring or a tricone roller bit. Use of drop-type impact hammers or blasting is not permitted. Use of a down-the-hole hammer must be approved by the DCES.

Control the procedures and operations so as to prevent mining, damage or settlement to adjacent structures, tunnels, utilities or adjacent ground. If any mining, damage or settlement occurs, halt operations. Provide a written plan with procedures to avoid reoccurrence to the Engineer for review. Resume work only after the Engineer has approved the plan in writing. Repair all damage and settlement at no additional cost to the State.

Control the procedures and operations so as to prevent the soil at the bottom of the hole from flowing into the hole at all times during installation and cleaning out.

Control drilling fluid and dispose of spoil in accordance with the approved procedure.

Fill annular space between the permanent casing and the micropile with the grout meeting the requirements of the approved mix design.

METHOD OF MEASUREMENT

This work will be measured as the number of feet, measured to the nearest foot, of permanent casing for micropiles satisfactorily installed below cut off elevation as indicated in the contract documents.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor and materials necessary to satisfactorily complete the work including the placement of grout in the annular space between the permanent casing and the micropile. Include the cost of furnishing equipment for installing permanent casing for micropiles in the item for Furnishing Equipment for Installing Micropiles.

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ITEM 551.99460017 - MICROPILES (CONTRACTOR DESIGNED)
ITEM 551.99470017 - MICROPILES (CONTRACTOR DESIGNED) - WITH EXTENDED LENGTHS

DESCRIPTION

A. General. This work shall consist of designing micropiles, furnishing all labor and materials, and performing all operations necessary to install micropiles at the locations and to the required resistances indicated in the contract documents.

Micropiles with extended lengths include an additional pile length as described in the Definitions below. The Contractor's Engineer shall incorporate this requirement into the design of the micropile with extended lengths.

B. Definitions. Definitions that apply within this specification are:

API Mill Secondary or Mill Seconds. Mill reject American Petroleum Institute (API) casing, a.k.a. "Mill Rejects," "Structural Grade," "Limited Service," or "Minimum Test Pipe." Mill seconds cannot be used for reinforcement.

API Prime Pipe. Pipe meeting all the specified inspection and testing requirements set forth by API and having accompanying certifications. API standardized several grades of steel that have different chemical content, manufacture processes, and heat treatments and, therefore, different mechanical properties. The API grade letter designation is arbitrary and the numbers in the grade designation indicate the minimum yield strength of the steel in thousand psi. N80 is a relatively old grade with essentially open chemical requirements and is normally less expensive than L80 grade.

Bond Breaker. A device or special treatment incorporated into a length of a micropile that will allow no load to be transferred to the soil over that length. A bond breaker also provides full lateral support of the pile over the length of the bond breaker.

Grout placed in contact with the soil using gravity pressure only will not be considered to constitute a bond breaker.

Bond Zone. The gravity grouted, pressure grouted, and/or post grouted length of a micropile that provides the pile's resistance.

Drill Casing. Steel pipe of flush joint type used in the drilling process to stabilize the drill hole.

Duplex drilling. A method of progressing and cleaning out a hole for installing a micropile in which the outer drill casing is progressed simultaneously with an inner drill rod string. The drill casing is cleaned using reverse circulation. Intimate contact between the soil and an outer drill casing is maintained during drilling.

Extended Length. An additional pile length resulting from a requirement that the pile resistance be achieved below a given elevation. Typically, extended lengths are prompted by a conflict with subsurface elements (e.g., underground structure, utilities, etc.) or unreliable soil strata. Bond breakers may be required.

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Micropile. A small-diameter (typically less than 12 inches), friction pile formed by removing material using non-vibratory and non-displacement methods to create a cased cylindrical open hole in the ground, which is subsequently filled with grout and steel reinforcement.

Non-production pile. Non-production piles are piles that are not incorporated into the substructure. For example, test piles which are abandoned after testing has been completed.

Permanent Casing. A steel casing installed in the upper portion of a micropile to increase the pile's moment resistance and lateral resistance against horizontal loads.

Positive circulation or flush. A method of progressing and cleaning out a hole for a micropile wherein drilling fluid is injected into the hole and returns upward along the outside of the drill casing.

Post grouting. A method used to increase pile resistance after the grout column has reached initial set by pumping grout at very high pressure (up to 1000 psi) through a sleeved port pipe (post grout tube).

Pressure grouting. A method used to develop pile resistance wherein pressure is applied continuously to the top of the fluid grout column through the drill head as the casing is removed from the bond zone.

Production pile. A pile which will be incorporated into the structure's foundation.

Recirculation. A method of handling drilling fluid where the fluid coming back out of the hole is captured in a pan and reused.

Reverse circulation. A method of cleaning the inside of the drill casing. Drilling fluid is circulated down through the drill rods and returns upwards through the inside of the drill casing to flush the drill casing clean.

Static Pile Load Test. A test to verify design assumptions and the adequacy of the Contractor's installation methods.

Telltale. A simple mechanical device, a.k.a. "strain rod," that is used to measure deflection in concrete or steel. The device consists of a small-diameter steel rod that is fixed at a selected point along or within the pile. This rod is encased, and free to move, in a slightly larger pipe or tube which extends up to the pile top. Dial gages are used to measure the deflections at the top of the rod.

Tremie grouting. A method used to place grout in a wet hole. A grout tube is placed to the bottom of the drill hole. While keeping the tube opening submerged in the grout, grout is pumped into the hole, causing the drilling fluid to be displaced.

MATERIALS

ITEM 551.99460017 - MICROPILES (CONTRACTOR DESIGNED)**ITEM 551.99470017 - MICROPILES (CONTRACTOR DESIGNED) - WITH EXTENDED LENGTHS**

For all steel remaining as a permanent part of the work, all Buy America provisions shall apply. Mill certifications are required to meet Buy America provisions.

A. Drill Casing. Provide drill casing consisting of flush joint type steel pipe of appropriate thickness to withstand the stresses associated with advancing it into the ground, in addition to the stresses due to hydrostatic and earth pressures.

B. Drill Casing/Pipe Used As Reinforcement. Provide steel drill casing/pipe used as reinforcement meeting, at a minimum, the strength requirements of ASTM A252, with the exception that spiral welded pipe shall not be allowed. Mill seconds cannot be used for reinforcement.

Approval of the steel drill casing/pipe used as reinforcement shall be done in accordance with the following procedure:

1. Requirements for Micropile Structural Casing. Structural casing that is installed in coupled (spliced) sections shall meet the following requirements:

The casing shall be flush joint and the pipe joint shall be completely shouldered and with no stripped threads.

All welded connections shall be performed by a NYSDOT Certified Welder in conformance with NYSDOT Steel Construction Manual (SCM), the approved Welding Procedure Specification (WPS) and the Approved Welding Procedure Qualification Record (WPQR). Welds shall be full penetration welds for full structural load capacity. For piles with bending or tension stress, welds shall be Ultrasonic (UT) or Radiograph Tested (RT). These requirements do not apply to minor welding that does not carry structural load, such as cutting teeth and tacking on bearing plates.

If significant tension loads are being considered, the Department will require the Contractor to provide data demonstrating the adequacy of the proposed detail.

The design shall limit the maximum yield stress of steel (F_y) to 87 ksi.

C. Bar Reinforcement. Provide Bar reinforcement meeting the requirements of §709-01, Bar Reinforcement Grade 60, or continuously threaded "Uncoated High-Strength Steel Bars for Prestressing Concrete" - ASTM A722.

D. Grout. Provide a pumpable grout consisting of, as a minimum, Portland Cement - Type 2 and Water meeting the following Specification requirements:

Material	Subsection
Portland Cement, Type 2	§701-01

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Grout Sand	§703-04
Fly Ash	§711-10
Water	§712-01

The use of Grout Sand and Fly Ash in the mix is optional. Field sampling and testing shall be done in accordance with the current procedural directives of the Materials Bureau of the Office of Technical Services.

E. Centralizers and Spacers. Provide centralizers and spacers fabricated from schedule 40 PVC pipe, tube, steel, or material non-detrimental to the reinforcing steel. Wood shall not be used.

CONSTRUCTION DETAILS

Engage a professional engineer, licensed and registered to practice in New York State, to design the piles in accordance with NYSDOT LRFD Bridge Design Specifications Article 10.9 *Micropiles* for LRFD design and FHWA's *Micropile Design and Construction, Reference Manual*, Publication No. FHWA-NHI-05-039 for ASD design. The Contractor's Engineer shall design the piles to perform satisfactorily for both structural and geotechnical requirements. The Contractor's Engineer shall design the diameter, length, reinforcement, pile connections, grout strengths, and grouting pressures, and select the equipment, procedures and methods so that each pile meets the pile acceptance criteria, can provide the required structural and geotechnical resistances, and meet other requirements indicated in the contract documents.

Progress all micropiles using steel drill casing.

The Contractor performing the work described in this specification shall submit proof of the following:

1. Experience in the construction and load testing of micropiles, having successfully constructed at least 5 projects in the last 5 years involving construction totaling at least 100 micropiles of similar resistances to those required in the contract documents.
2. The proposed On-Site Supervisor for this work having supervised the successful installation of micropiles on at least 3 projects of similar scope over the past 5 years.

A. Submittals. Submit the design and method-of-installation information outlined below to the Engineer for approval by the Deputy Chief Engineer Structures (DCES). The DCES will require 20 work days to review the submittal. Do not begin work prior to receiving approval by the DCES. Approval of the installation method by the DCES does not constitute a guarantee of acceptable pile installations. Acceptable installations are the responsibility of the Contractor.

Include in the submittal:

1. Pile computations and details for each required load case including, but not limited to,

ITEM 551.99460017 - MICROPILES (CONTRACTOR DESIGNED)**ITEM 551.99470017 - MICROPILES (CONTRACTOR DESIGNED) - WITH EXTENDED LENGTHS**

nominal diameter, length, reinforcement, pile connections, post grout tube and grouting pressures.

2. Details of equipment for pile installation.
3. Details of the general procedures for pile installation including, but not limited to, installation sequence and the approximate time required for each sequence step. Actual sequence will be agreed to in the field with the Engineer based on field conditions at the time of installation.
4. Procedures for advancing through boulders and other obstructions.
5. Procedures for containment of drilling fluid and spoil, and disposal of spoil.
6. Where applicable, drawings that show the specific work can be performed under limited headroom conditions and as close to obstructions, as site conditions warrant, to install the piles at the locations indicated in the contract documents. Provide information on the length of the casing sections to be used, as dictated by the length of the drill mast and by the available overhead clearance, and the resulting location of joints.
7. When steel drill casing/pipe is used as reinforcement, account for the reduced area of the threaded joint in the structural design of the pile, particularly for resistance in tension and bending. Identify any joint location restrictions that must be followed in construction.
8. Procedures and equipment for placing grout.
 - a. Prepare the mix design for the grout and obtain documentation from an independent laboratory showing the following:
 - i. The mix design conforms to the submitted mix and meets the strength requirements set by the Contractor.
 - ii. The compressive strength of the mix, tested at 3, 7, 14, and 28 days.
 - iii. The specific gravity of the mix.
 - b. Identify a method for monitoring quality control of the mix. At a minimum, the Contractor shall use a Baroid Mud Balance per American Petroleum Institute (API) Recommended Practice (RP) 13B-1: Standard Procedure for Testing Water-Based Drilling Fluids, to check the specific gravity of the mixed grout prior to placement of the grout into each micropile.
 - c. Provide pressure gages capable of measuring the actual grout pressures used and such that actual pressure readings are within the middle third of the gage's range.
 - d. Methods and equipment for accurately monitoring and recording the grout volume and grout pressure as the grout is being placed.
9. If proposed, details of post-grouting equipment and procedures, including the method, sequence of operations and equipment required.
10. Layout drawings showing the proposed sequence of pile installation. Coordinate this sequence with the proposed phasing and scheduling.

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B. Drilling and Excavation. Advance the hole using a duplex drilling method. Do not drill or flush ahead of the drill casing by more than 1 foot. Perform drilling and excavation in such a manner as to prevent the collapse of the hole. Use of bentonite slurry is not permitted. Use of polymer slurry to remove cuttings from the cased hole must be approved by the Engineer.

If obstructions are encountered during excavation for a pile, progress through them by means of coring or a tricone roller bit or other approved method. Use of drop type impact hammers and blasting are not permitted. Use of a down-the-hole hammer may only be used when approved by the DCES.

Control the procedures and operations so as to prevent mining, damage or settlement to adjacent structures, tunnels, utilities or adjacent ground. If any mining, damage or settlement occurs, halt operations. Provide a written plan to the Engineer for review with procedures to avoid reoccurrence. Resume work only after the Engineer has approved the plan in writing. Repair all damage and settlement at no additional cost to the State.

Control the procedures and operations so as to prevent the soil at the bottom of the hole from flowing into the hole at all times during installation and cleaning out. Monitor the rate of fluid flow used to progress the holes.

Control drilling fluid and dispose of spoil in accordance with the approved procedure.

Do not progress a hole, pressure grout, or post-grout, within a radius of 5 pile diameters or 5 feet, whichever is greater, of a micropile until the grout for that micropile has set for 24 hours or longer if a retarder is used.

C. Piles with Extended Lengths. Design and install piles with extended lengths at the locations shown on the plans. The specified tension and compression resistance derived from the soil and/or bedrock will be achieved below the elevations indicated in the contract documents.

D. Reinforcement and Post Grout Tube Placement. Provide centralizers sized to position the reinforcement within $\frac{3}{4}$ inches of plan location from the center of the pile; sized to allow grout tremie pipe insertion to the bottom of the drillhole; and sized to allow grout to freely flow up the drill hole and casing and between adjacent reinforcing bars. Centralizers, spaced not to exceed 10 feet, must be used to center the reinforcement for its entire length. Securely attach the centralizers to withstand installation stresses. Do not drop, but lower the steel reinforcement to its specified location in the hole. If a post grout tube is used, attach it to the steel reinforcement prior to lowering it.

E. Grout Placement and Casing Removal. Provide quality control of the mix by monitoring grout quality. Measure grout consistency by determining grout density per API Recommended Practice (RP) 13B-1 by the *Baroid Mud Balance Test* at a frequency, of at least one test per micropile, and provide the information to the inspector.

ITEM 551.99460017 - MICROPILES (CONTRACTOR DESIGNED)**ITEM 551.99470017 - MICROPILES (CONTRACTOR DESIGNED) - WITH EXTENDED LENGTHS**

The Engineer will perform quality assurance of the mix in accordance with the Geotechnical Engineering Manual (GEM-25) *Micropile Inspector Guidelines* and the Materials Test Method No. NY 701-19E *Grout Cube Molding Procedure*.

Place grout by means of a tremie pipe from the bottom of the pile upward. Record the initial volume of grout required to fill the hole. Record grouting pressure and volume of grout being pumped into the pile during pressure grouting. Upon completion, maintain the grout level at or above the pile cut off elevation until the grout has set.

Locate the grout pressure and volume measuring gages at the pile installation site so that they are accessible and legible to the inspector.

F. Post Grouting. Provide the equipment and materials to perform post grouting. Perform post grouting after the grout has reached initial set. Record the pressure at which the grout was pumped, the total volume pumped, and the volume pumped through each port (if applicable).

G. Construction Tolerances. Install the piles so that the center of each micropile does not vary from the plan location by more than 3 inches. Do not allow the micropile to vary from the vertical or established batter by more than 1/4 inch per foot, as measured above ground.

Cut off the top of the pile at the elevation indicated in the contract documents.

If the soil at the pile tip is post grouted, monitor the elevation of the pile top during post grouting. If movement occurs, the Engineer will immediately notify the DCES.

H. Pile Acceptance Criteria

1. Pile meets Construction Tolerance criteria.
2. Pile was installed in accordance with the approved submittal.
3. Pile is not damaged.
4. Pile was installed using the same method, grout volumes, and pressures as the accepted test pile, if applicable.

I. Unacceptable Piles. Unacceptable piles are piles which do not meet the acceptance criteria identified in Paragraph H above.

Submit to the Engineer a written plan of remedial action, for approval by the DCES, showing how to correct the problem and prevent its reoccurrence. Repair, augment, or replace the unacceptable pile in accordance with the approved remedial plan at no additional cost to the State.

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METHOD OF MEASUREMENT

This work will be measured as the number of acceptable micropiles installed.

BASIS OF PAYMENT

The unit price bid shall include the cost of the design of the micropiles and furnishing all labor and materials necessary to satisfactorily complete the work. Micropiles that fail to meet the acceptance criteria will be rejected and no payment will be made for these piles. Furnishing equipment for installing micropiles will be paid for separately under the appropriate item.

Payment will be made under:

Item No.	Item	Pay Unit
551.99460017	Micropiles (Contractor Designed)	Each
551.99470017	Micropiles (Contractor Designed) – With Extended Lengths	Each

ITEM 555.01940007 STAINING CONCRETE SURFACES**DESCRIPTION:**

This work shall consist of furnishing and applying concrete penetrating stain of the color specified on the plans and at the locations shown on the plans or as directed by the Engineer.

MATERIALS:

Concrete Penetrating Stain

The concrete penetrating stain shall be a single component, waterbased, thermoplastic acrylic emulsion which carries its color and water repellent protection into the concrete. All concrete stain shall be of the same batch and lot and shall be delivered to the application site in original sealed containers clearly labeled with the manufacturer's name, brand name, type of material, batch and lot numbers and color. The stain color shall comply with the notes indicated on the plans or as directed by the Engineer.

The concrete penetrating stain shall comply with New York State Laws regulating the use of volatile organic compounds and solvents.

CONSTRUCTION DETAILS:

Staining Concrete

Surfaces to receive the concrete penetrating stain shall be fully cured, clean, dry and free from dust, curing agents, oil, grease, efflorescence and any other contaminants that could prevent proper adhesion, if necessary the surfaces to be stained shall be pressure washed until all surface contamination has been completely removed. In addition, glazed or glossy surfaces must be chemically or mechanically abraded to remove gloss to allow adhesion.

Prior to any staining operations, the contractor shall be required to complete a test staining program for color acceptance and surface area coverage. The test panel will be constructed at a location on site as approved by the Engineer. The finished color of the penetrating stain treated areas shall be as indicated on the plans or as directed by the Engineer. The Contractor shall apply the stain according to the manufacturer's recommendations. The stain test sample must be submitted to and approved by the Engineer prior to ordering the complete stain batch. When approved, the sample areas shall serve as a standard of acceptance for all further work.

ITEM 555.01940007 STAINING CONCRETE SURFACES

Accompanying the sample shall be the manufacturer's literature which shall include materials specifications, physical properties, including ASTM test methods utilized, manufacturer's recommended application rates for the various surface textures and porosity, current application instructions, and Material Safety Data Sheets. The Contractor must comply with all safety instructions during all applications.

Prior to use, the stain shall be thoroughly mixed using the appropriate mechanical means and shall be mixed during application operations as required to maintain uniformity.

At the time of stain application, both the concrete and air temperatures must be between 8 degrees C and 32 degrees C and the concrete shall be completely dry. Stain shall not be applied unless weather conditions will permit complete drying of material prior to rain, fog, dew or temperatures beyond the prescribed limits. Areas not to receive stain shall be masked.

The concrete penetrating stain shall be applied by a combination of hand wiping, spraying, sponging, brush painting, ragging or other methods approved by the Engineer, with as many layers and patterns necessary to achieve believable coloration within stones and natural random variation from stone to stone.

METHOD OF MEASUREMENT:

Staining Concrete Surfaces will be measured by the total number of square feet of projected plane area of concrete surfaces stained.

BASIS OF PAYMENT:

The unit price bid for Staining Concrete Surfaces shall include the cost of all labor, materials and equipment necessary to perform the work. No additional payment will be made for the required samples.

ITEM 555.72940001 - ARCHITECTURAL TREATMENT - VERTICAL CONCRETE SURFACES

DESCRIPTION:

This work shall consist of architecturally treating the vertical surface(s) of concrete retaining walls, structures, wing walls, or other similar vertical surfaces with a designated pattern(s) and texture(s). All work shall be in accordance with these specifications in and reasonably close conformity to the lines, grades and patterns shown on the plans.

MATERIALS:

Any commercially produced formliner meeting the requirements of this subsection will be acceptable. Polystyrene formliners are for one-time usage only and shall be allowed only if the formwork will not be reused. The formliners shall:

1. Produce the pattern required by the plans.
2. Be composed of a material(s) that will not bond to concrete.
3. Be attachable to standard plywood, or steel, concrete forms, such that no distortion, or stray markings, occur within the concrete surfaces.

Formliners will be acceptable at the work site upon written certification that the requirements of this subsection have been met.

Cast-in-place concrete - Class A or as shown in the contract documents shall meet the requirements of Section 501, Portland Cement Concrete - General.

Releasing Agents. If the formliner manufacturer requires the use of an agent to facilitate the release of the formliner panel from the concrete, or when its use is specified on the plans, such agent shall be non-staining and evenly spread over the entire linear surface. Formwork shall also be treated as needed.

Caulking Compound. When a caulking compound is required to seal any necessary concrete joints in the imprinted surface, such caulking compounds shall meet the material requirements of Subsection 705-06 of the Standard Specifications, Caulking Compound for Structures.

CONSTRUCTION DETAILS:

Special care shall be taken after installation to ensure that all formliner surfaces are thoroughly clean of all stray material of any nature. No concrete shall be placed prior to the Engineer's inspection and approval of formliner surfaces.

Approximately 5/64" of the formliner panel shall overlap on either side of the formwork panel so that when the formwork sections are forced together, the formliners compress at the edges to form a tight joint. Joints between panels shall be sealed, taped or fused to form a watertight seam, according to the manufacturer's instructions. Unless specified on the plans, texturing is not required on surfaces which will be below finished grade. Plastic snap tie cones are to be of the non-leaking type. Metal form ties are not to be placed closer than 1 1/2" to the interior surface.

ITEM 555.72940001 - ARCHITECTURAL TREATMENT - VERTICAL CONCRETE SURFACES

Concrete shall be placed in accordance with Section 555, Structural Concrete

Construction joints shall extend to the full depth of the concrete at the locations shown on the plans. When construction joints are needed but are not shown on the plans, the Contractor and the Engineer shall agree on the proper locations of such joints so as to not distract from the appearance of the imprinted pattern and to minimize the possibilities of cracking.

After formwork removal the Engineer will inspect architecturally patterned concrete surfaces. All such surfaces which do not exhibit the required architectural pattern shall be repaired in a manner satisfactory to the Engineer at no cost to the State. The repair shall match the concrete surface. Concrete repair material, if used, shall meet the requirements of Subsection 701-04, Concrete Repair Material of the Standard Specifications.

METHOD OF MEASUREMENT:

Architecturally treated vertical concrete surfaces shall be measured by the number of square feet of concrete treated to the satisfaction of the Engineer. The quantity shall be as computed from payment lines shown on the plans or as established by the Engineer in writing. Measurement will be taken as the vertical plane projection of the treated location. No measurement will be taken of actual concrete surfaces.

BASIS OF PAYMENT:

The unit price bid per square foot shall include the cost of the formliners, the concrete needed to fill the formliner, releasing agents, caulking compounds, patch mix, and all other materials, equipment and labor necessary to complete the work as specified.

ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE**ITEM 559.17960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE FOR EXISTING BRIDGE DECKS**

DESCRIPTION. Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS. The protective sealer used on concrete surfaces shall be one appearing on the Department's Approved List and shall meet the requirements of one of the following subsections:

717-03 - Penetrating Type Protective Sealers

717-04 - Coating Type Protective Sealers

CONSTRUCTION DETAILS.

- A. General.** Only penetrating type sealers shall be applied to walking or riding surfaces. The Contractor shall provide the Engineer with the sealer Manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each individual element of a project (i.e. each pier, deck, abutment, etc.).
- B. Surface Preparation.**
- 1. New Concrete.** All required surface texturing, and saw cut grooving, shall be completed before the surface is prepared. All concrete that is to be sealed shall air dry for fourteen (14) days after curing has been removed, or for the length of time specified in the manufacturer's written instructions, whichever is longer. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours for every day the concrete is subjected to water. After the drying period has ended, the concrete surface shall be lightly sand or shot blasted, followed by vacuum cleaning, to remove loose particles.
 - 2. Existing Concrete.** Concrete surfaces to be sealed shall be thoroughly cleaned by light sand or shot blasting, followed by vacuum cleaning, to remove loose particles. If the concrete is subjected to rain or moisture from other project operations, the surface will be allowed to air dry for a minimum of forty-eight (48) hours before the sealer is applied.
- Care shall be taken while blast cleaning that all dirt is removed with minimal exposure of coarse aggregate. After cleaning, no blasting residue, laitance, curing compounds, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration or adhesion of the sealer. All surface preparation work shall be completed and approved by the Engineer, before sealer application can commence.
- C. Weather Limitations.** Sealer materials shall not be applied during wet weather conditions or, if in the opinion of the Engineer, adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures shall be a minimum of 40°F-during application and until the sealed concrete is dry to the touch. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer unsatisfactory results will be obtained.
- D. Sealer Application.** The sealer shall be used as supplied by the Manufacturer without thinning or alteration, unless specifically required in the Manufacturer's instructions. Thorough mixing of

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the sealer before and during its use shall be accomplished as recommended by the Manufacturer. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use.

If a penetrating sealer is used, a minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the manufacturer's instructions, before the removal of maintenance and protection of traffic.

On sloping and vertical concrete surfaces, sealer application shall progress from bottom to top. Care shall be taken to ensure that the entire surface of the concrete is covered and all pores filled.

METHOD OF MEASUREMENT. The work will be measured as the number of square feet of structural concrete sealed.

BASIS OF PAYMENT. The unit price bid per square feet shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work.

Payment will be made under:

Item No.	Item	Pay Unit
559.16960118	Protective Sealing of Structural Concrete	Square Foot
559.17960118	Protective Sealing of Structural Concrete for Existing Bridge Decks	Square Foot

**ITEM 559.18960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS**

DESCRIPTION. Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS. The protective sealer used on new concrete bridge decks shall be one appearing on the Department's Approved List, which does not contain an aqueous solvent/carrier and shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers

CONSTRUCTION DETAILS.

- A. General.** The Contractor shall provide the Engineer with the sealer manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each deck.
- B. Surface Preparation.** All concrete bridge decks shall air dry for twenty-four (24) hours after the time of completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours from the time that the concrete has stopped being wetted. All required surface texturing, saw cut grooving, barriers, parapets, sidewalks and safetywalks shall be completed, before the surface is cleaned. After the drying period has ended, the concrete surface shall be cleaned by vacuum methods, to remove loose particles.

After cleaning, no laitance, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration of the sealer. All surface preparation work shall be completed and approved by the Engineer before sealer application can commence.

- C. Weather Limitations.** Sealer materials shall not be applied during wet weather conditions or when adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures, during application, and until the sealed concrete is dry to the touch, shall be a minimum of 40°F. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained.
- D. Sealer Application.** The protective sealer shall be used as supplied by the Manufacturer without thinning or alteration. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use. The sealer shall be applied by brushing, spraying or rolling, as recommended by the Manufacturer.

A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying

**ITEM 559.18960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS**

each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the Manufacturer's instructions, before the removal of maintenance and protection of traffic.

METHOD OF MEASUREMENT. The work will be measured as the number of square feet of concrete sealed.

BASIS OF PAYMENT. The unit price bid per square feet shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

ITEM 559.90010011 - ANTI-GRAFFITI PROTECTION COATING

DESCRIPTION. The work shall consist of the application of Anti-Graffiti Protection Coating to the concrete, brick or stone masonry surfaces indicated on the Contract Plans and where directed by the Engineer.

MATERIALS.

One of the following three products shall be used, as approved by the Engineer for the applicable surface:

1. Knight and Shield-100, as manufactured by East Coast Clean-up Corp., 799 Broadway, NY 10003, Tel. (212) 875-9044.
2. Protect Epoxy, as manufactured by A.G.P. Systems, Inc., Windham, NY 12496, Tel. (518) 734-5880.
3. Graffiti Control, as manufactured by Prosoco, Inc., 111 Snyder Road, S. Plainfield, NJ 07080, Tel. (908) 754-4410.

or, an approved equal.

CONSTRUCTION DETAILS.

1. Prior to application of the Anti-Graffiti Protection Coating, the surfaces to be coated shall be clean, dry and free of dirt, oil and contaminants and meet the approval of the Engineer.
2. The Anti-Graffiti Protection Coating shall be applied to the surfaces in accordance with the manufacturer's instruction and recommendations and shall meet the approval of the Engineer. The Contractor shall supply the instructions to the Engineer at least two (2) weeks prior to starting work. The Contractor shall provide protection to collect anti-graffiti protection coating material to prevent the material from falling onto all areas below the work area.

METHOD OF MEASUREMENT.

The Anti-Graffiti Protection Coating will be measured per square yard of area coated. Measurement will be taken as the vertical plans projection for the coated area.

BASIS OF PAYMENT.

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

No payment will be made for repair of, or replacement of, damaged material, caused by the Contractor's operations.

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ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE**DESCRIPTION**

This work shall consist of furnishing, installing, and maintaining Temporary Plastic Barrier Fences of the type and at the locations shown in the plans or where directed by the Engineer.

MATERIALS

Materials for Temporary Plastic Barrier Fences shall meet the following requirements:

- **Fence:** High-density polyethylene mesh, ultraviolet-stabilized min. 2 years; minimum height 4.0 feet. Color: high-visibility orange or green. When used to protect trees or other vegetation, color shall be high-visibility orange.
- **Posts:** Rigid metal or wood posts, minimum length 6.0 feet.
- **Ties:** Steel wire, #14 gauge or nylon cable ties.
- **Warning signs:** Sheet metal, plastic or other rigid, waterproof material, 1.5 feet by 2.0 feet with 4 inch black letters on a white background. Text shall be: "Protected Site - Keep Out" unless otherwise specified.

CONSTRUCTION DETAILS

Fences shall be erected prior to moving construction equipment onto any area designated for protection.

The line of fences as indicated on the plans shall be staked or marked out on the ground by the Contractor and approved by the Engineer before any fence is installed. Where used for protection of individual trees, fence shall be placed at the drip line (extent of canopy). If not possible, placement shall be as close to the drip line as possible and in no case less than 5.0 feet away from the tree trunk.

On approval of the stakeout, posts shall be securely driven on 6.0 foot-maximum centers, normal to the ground, to a depth 1/3 of the total post length. Plastic barrier fence shall be placed along the side of all posts. Ends of fencing segments shall overlap a distance of at least one half the fence height.

Fencing shall be secured to posts with wire or cable ties at top, middle and bottom of post. Fastener shall be tight enough to prevent the fencing from slipping down. Overlaps shall also be securely fastened.

Barrier fence which is not orange in color shall be flagged at 6.0 foot intervals with red or orange florescent tape. Warning signs shall be mounted on the fence at no more than 100 foot intervals.

Maintenance shall commence immediately after erection of the fence and continue until one week prior to acceptance of the contract, and shall consist of: replacing damaged post(s) and fencing; re-fastening and tightening fencing; and restoring fence to its intended height.

Fencing used for tree or other vegetation protection shall not be temporarily removed to allow equipment access over a protected area, except as required for items of work specifically shown on the plans and approved by the Engineer in writing.

ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE**METHOD OF MEASUREMENT**

The quantity to be measured for payment will be the number of feet of Temporary Plastic Barrier Fence erected, measured along the top, to the nearest whole foot.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work. Relocation of a fence from one location to another as directed by the Engineer shall be considered as a new location and will be separately paid.

Seventy percent (70%) of the price bid will be paid after satisfactory installation of the fence. The remaining Thirty percent (30%) will be paid after complete removal of the fence.

ITEM 613.04000001 - STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS**DESCRIPTION**

This work shall consist of stockpiling and placing existing stream bed materials in conformance with the lines, grades and thickness shown in the Contract Documents or as directed by the Engineer.

MATERIALS

Stream bed materials shall come from the existing stream bed areas within the work limits as shown in the Contract Documents or as determined by the Engineer.

Stream bed materials shall be the surface layer of the native stream bed and shall be free of refuse and debris.

CONSTRUCTION DETAILS

1. **Work Plan.** The Contractor shall submit a work plan to the Engineer describing the methodology and equipment that will be utilized to complete the stripping, stockpiling, and placing of the stream bed materials. The work plan shall also identify the Contractor's protection of all watercourses from water borne sediment or other pollutants. No work shall commence in the stream bed until the Engineer has reviewed and provided the Contractor with written acceptance of the work plan.
2. **Stripping of Existing Stream bed Materials.** Stream bed materials shall be stripped from the areas and to the depth designated in the Contract Documents or as directed by the Engineer. The stream bed materials shall be stripped prior to starting the general excavation in the area. After stripping, the stream bed materials shall be immediately placed or stockpiled in a location approved by the Engineer and surrounded with an appropriate erosion control measure.
3. **Preparation of Areas to Receive Stream bed Materials.** The surface within the areas to be covered by stream bed materials shall be de-watered and graded so that the completed work after the stream bed material is placed, shall conform to the specified lines and grades. The Contractor shall chink the voids in these areas as necessary to the satisfaction of the Engineer, prior to the placement of the stream bed materials.
4. **Placing and Spreading of Stream bed Materials.** The stream bed materials shall be placed to the thickness and grade lines designated as shown in the contract documents and in a manner consistent with the approved work plan, unless otherwise directed by the Engineer.
5. **Restoration.** The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded as required by the Engineer and put into a condition acceptable for seeding. Surplus stream bed materials shall be disposed of in accordance with the provisions of 203-Disposal of Surplus Excavated Material.

ITEM 613.0400001 - STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS

METHOD OF MEASUREMENT

Stream bed material quantities shall be measured in cubic yards, computed from the final (in place) payment lines shown on the plans except where revised payment lines are established by the Engineer.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all equipment, labor, and materials necessary to complete the work as specified. The stripping (excavation) of the stream bed materials shall be paid for under the appropriate excavation item(s) as noted in the Contract Documents.