County Project No. H375325A F.A. Project

PROJECT MANUAL
&
TECHNICAL SPECIFICATIONS

ROAD RECONSTRUCTION
COUNTY ROAD 109, HANSHAW ROAD
BETWEEN PLEASANT GROVE ROAD & SAPSUCKER WOODS ROAD
P.I.N. 3753.25

Town of Ithaca, New York

TOMPKINS COUNTY

NYSDOT Region 3

May, 2013

Specifications prepared by:
TOMPKINS COUNTY DPW
HIGHWAY DIVISION
170 BOSTWICK ROAD
ITHACA, NEW YORK 14850

FISHER ASSOCIATES, INC.
135 CALKINS ROAD
SUITE A
ROCHESTER, NEW YORK 14623

This Project Manual contains bidding information, describes, or includes various forms and procedures for bidding, and the Specification describing the construction for the Project. The contents of the Project Manual and the drawings listed herein along with any addenda and the Agreement constitute the Contract Documents for the Project.

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NOTICE TO BIDDERS

SEALED BIDS for the reconstruction of CR109, Hanshaw Road between Pleasant Grove Road and Sapsucker Woods Road will be accepted at the Tompkins County Finance Department - Purchasing, 2nd Floor, 125 East Court Street, Ithaca, New York, 14850, up until **11:30 am** local time on **Thursday, June 6, 2013** at which time and place they will be opened and publicly read.

Bid documents containing submittal requirements and forms may be obtained electronically at the Tompkins County Purchasing Division web site: http://www.tompkins-co.org/purchase, and at the Tompkins County Highway Division web site: http://www.tompkins-co.org/highway. Bidders may contact Tompkins County Public Works - Highway Division (address below) phone number (607) 274-0300 should paper copies be required. Copying and mailing charges will apply.

The bidding documents and forms of proposal may be examined at the following locations:

Tompkins County Highway Division
170 Bostwick Road
Ithaca, NY 14850

www.dodgeprojectcenter.com
McGraw-Hill Construction/Dodge
518-480-4671

Syracuse Builders Exchange
6563 Ridings Road
Syracuse, NY 13206
315-437-9936

This is a prevailing wage job and requires a bid bond. The Disadvantaged Business Enterprise (DBE) utilization goal for this contract is 6%, expressed as a percentage of the total bid price.

This is a locally let, federal aid project. As such this Project Manual includes numerous clauses and other language required insuring full compliance with Federal regulations.

Tompkins County reserves the right to waive any informalities and to reject any and all bids. No Bidder may withdraw their bid within thirty (30) days after the actual date of opening thereof. A Tompkins County contract will be awarded based on evaluation of bids and subject to authorization by the New York State Department of Transportation.

Lisa M. Hall
Buyer
ljehu@tompkins-co.org

A. Project Manager:

John R. Lampman, PE
Associate Civil Engineer
Tompkins County Highway Division
170 Bostwick Rd.
Ithaca, New York 14850

(607) 274-0307
(607) 272-8489 FAX

B. Purchasing

Lisa Hall
Buyer
Tompkins County Department of Finance
125 East Court St.
Ithaca, New York 14850

(607) 274-5500
(607) 274-5505 FAX

C. Municipal Public Works Departments

James Weber, P.E., Public Works Director
Town of Ithaca Public Works Department
106 Seven Mile Drive
Ithaca, New York 14850

(607) 273-1656
(607) 273-6076 FAX

Brent Cross, P.E., Village Engineer
Village of Cayuga Heights Public Works Department
836 Hanshaw Road
Ithaca, New York 14850

(607) 257-5536
(607) 257-4910 FAX

END OF SECTION

GENERAL

A. The Instructions to Bidders are the Standard Form AIA Document A701-1997 edition, of the American Institute of Architects which is attached to and made a part of the Bidding Documents.

B. Section 00210, Supplementary Instructions to Bidders, adds to and modifies Document A 701.

C. The word Architect, where used in these Contract Documents, refers to the Tompkins County Highway Division.

D. This is a Federal Aid Project subject to the approval of the New York State Department of Transportation (NYSDOT).

E. Bidders are required to complete, or have on file with NYSDOT a completed New York State Uniform Contracting Questionnaire, which must be approved by NYSDOT prior to an award being made.

F. Whenever County or State requirements differ from Federal requirements, the Federal requirements will prevail.

END OF SECTION

AIA DOCUMENT A701-1997

Instructions to Bidders

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

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ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

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3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.

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4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

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5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

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ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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A. GENERAL

This section modifies, adds to, and otherwise supplements the Instructions to Bidders, AIA Document A701-1997. All references are to articles contained in that document or are additional articles. The provision of any article, paragraph, sub-paragraph, or clause unaltered by these Supplementary Instructions shall remain in effect. In the event of any conflict or inconsistency between these Supplementary Instructions and the provisions of the Instructions to Bidders, AIA Document A701-1997, **the terms of the Supplementary Instructions shall control.**

B. ARTICLE 1 - DEFINITIONS

Substitute 1.1 - Last Sentence The proposed Contract Documents consist of the form of Agreement between Owner and Contractor, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications (Bidding and General Requirements), all Addenda issued prior to execution of the Contract, the Contractor's bid, and all forms submitted with the Contractor's bid.

C. ARTICLE 2 - BIDDER'S REPRESENTATIONS

Add 2.1.5 At the time of bid opening, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with all bidding and contract documents including Addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document, or to perform a thorough Site investigation, shall in no way relieve any bidder from any obligation with respect to the bid.

D. ARTICLE 3 - BIDDING DOCUMENTS

3.1 - COPIES

Substitute 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Tompkins County Finance Department - Division of Purchasing web site: http://www.tompkins-co.org/purchase/. Bidders may contact Tompkins County Highway Division at (607) 274-0300 should paper copies be required.

Add 3.1.5 Bidders are cautioned against scaling from drawings.

3.3 - SUBSTITUTIONS

Add 3.3.5 **Substitute or "Or Equal" Items:** A contract, if awarded, will be on the basis of materials and equipment as described in the drawings or specifications and "or equal" items submitted by the bidder and accepted by the County.

The bidder may offer "or equal" items that meet the same performance and reliability standards as specified herein. If the bidder offers an "or equal" item, the bidder must include documentation with the bid package establishing such equality. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award shall be at the bidder's expense.

If a submitted "or equal" item is rejected, the bidder shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to bid rejection. The bidder

shall not have the opportunity to submit any alternative materials or equipment after the bids are opened.

The decision to accept or reject and "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the County will reject the bid. The next lowest responsive bid will then be reviewed for award recommendations.

Add 3.3.6 Bids must be based upon using ONLY DOMESTIC STEEL AND IRON PRODUCTS. Submission of bids incorporating foreign steel and iron products is an option that a Bidder may exercise following specified procedures contained in the "Buy America" provisions in the Supplementary Conditions.

E. ARTICLE 4 - BIDDING PROCEDURES

4.3 - SUBMISSION OF BIDS

Add 4.3.5 BIDS SHALL BE SUBMITTED IN DUPLICATE (one original with all required forms bearing original signatures and duly marked "original" and one copy.) See section 00300 CVR Bid Cover & Sign-Off Sheet (page 17) for documents required to be enclosed with bid.

Add 4.3.6 Bid shall contain evidence of Contractor's qualification to do business in New York State.

4.4 - MODIFICATION OR WITHDRAWAL OF BIDS

Add 4.4.5 No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

Add 4.4.6 If a Bidder claims to have made a mistake or error in the Bid, the Bidder shall deliver to the Architect a written notice describing in detail the nature of the mistake or error with documentary evidence or proof within twenty-four (24) hours after the opening of bids. Otherwise, the bid shall not be withdrawn. Failure to deliver said notice and documentary evidence or proof within specified time period shall constitute a waiver of the Bidder's right to claim an error or mistake. Upon receipt of said notice and documentary evidence within the specified time period, the Architect shall determine if an excusable error or mistake has been made; and, if so, the Architect may permit the Bid to be withdrawn. The determination of whether a Bidder made an excusable error or mistake shall be conclusive upon the Bidder, his Surety, and all that claim rights under the Bidder.

Add: 4.5 - GENERAL

Add 4.5.1 Read all documents contained in this bid specification package.

Add 4.5.2 Bidders are responsible for submitting their bids to the exact location indicated in the "Notice to Bidders" prior to the time indicated in the "Notice to Bidders". No bids will be accepted after the designated time in the "Notice to Bidders" and will be returned to the vendor unopened. **NOTE:** This includes any changes listed on the latest addendum issued, if any. Delay in the mail delivery is **not** an exception to the deadline for receipt of bids.

Add 4.5.3 Bidders are responsible for reporting, in writing, any errors found in the bid specifications to Tompkins County Purchasing, 125 E. Court Street, Ithaca, NY 14850, or

purchase@tompkins-co.org. Failure to report errors constitutes acceptance as written.

Add 4.5.4 Questions about, or clarifications to, the technical specifications must be made in writing to Tompkins County Purchasing, address above, prior to the bid opening. Such questions must be received by the buyer at least five (5) calendar days prior to the bid due date unless otherwise indicated. Verbal questions may not be entertained.

Add 4.5.5 Bidders shall indicate on the outside of their sealed bid the following information:

A. Title of Bid ("HANSHAW ROAD")
B. Date & Time of Bid Opening
C. Company Name

To be considered for award, Bidders submitting "alternate" pricing, products, or services must do so as a separate bid package, unless otherwise specified. Each bid must be submitted under separate cover and will be considered on its own merits.

Add 4.5.6 In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

A. All copies should be printed double sided
B. All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30%.
C. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Add 4.5.7 Bidders must submit <u>one original</u> bid package(s) with original signatures <u>AND ONE COPY</u> of their bid package(s). The following forms are to be submitted with the bid package(s):

A. Section 00300 CVR, Bid Cover & Sign-Off Sheets
B. Section 00300, Tompkins County Bid Form
C. Section 00301, Schedule of Alternates
D. Section 00302, Substitution Sheet
E. Section 00303, Bid Bond
F. Section 00304, Disclosure of Lobbying Activities forms
G. Section 00305, Non-Collusive Certificates, signed and dated
H. Section 00307, Tompkins County Insurance Certificate, completed and signed by insurance agent
I. Section 00309, Anti-Discrimination Clause, signed and dated
J. Section 00310, Equal Opportunity/ Non-Segregate Facilities Certificate, signed and dated
K. Section 00311, DBE & Affirmative Action Document & AAP forms
L. Section 00312, Iran Divestment Act Certification
M. Section 00313, Drug-Free Workplace Certification
N. Section 00315, NYS Uniform Contracting Questionnaire, if required, as well as additional references as indicated in the bid specifications
O. Section 00316, Environmentally Preferable Products Inclusion Sheet
P. Section 00317, Prevailing Wage Receipt Form
Q. Section 00318, Vendor Responsibility Form
R. Section 00319, W-9 Request for Taxpayer Identification Number and Certification
S. Section 00320, Schedule of Values
T. Any other information required in the bid specifications.

Under no circumstances is it necessary to return the technical specifications with the bid. The bidder should retain them for their records.

Add 4.5.8 A Bid Bond in the amount of ten percent (10%) of the total amount bid (including alternates) shall be submitted as part of every bid package. The Bid Bonds of all but the three (3) lowest bidders will be returned. Upon award of bid, the Bid Bonds of the second and third unsuccessful bidders will be returned. A certified check in the amount of ten percent (10%) of the total amount bid (including alternates) may be submitted in lieu of the Bid Bond.

Add 4.5.9 Upon award of bid, the successful bidder must supply Faithful Performance and Labor and Materials Bonds in the full amount of the Bid. Upon receipt of these bonds the Bid Bond will be returned.

Add 4.5.10 Bidders submitting a bid will be supplied with a copy of the bid tabulation, upon request, with the bid award information as soon as they become available.

Add 4.5.11 Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems to be in its best interest.

Add 4.5.12 All bids submitted to Tompkins County become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.

Add 4.5.13 The apparent silence of the specifications as to any details or the omission from it of a detailed description concerning any point, shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used, specified, or accepted.

Add 4.5.14 Method of Award: The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all terms of the specifications, subject to the approval of the New York State Department of Transportation. The County guarantees no minimum or maximum contracts as a result of award of this bid.

Add 4.5.15 Environmentally Preferable Products: Environmentally preferable products are those that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. Bidders able to supply products containing recycled and environmentally preferable materials that meet the specifications and performance requirements are encouraged to offer them in bids and proposals.

Add 4.5.16 Award of Bid: The award, if any, will be made within forty-five (45) calendar days of opening date. No bidder may withdraw their bid within thirty (30) days after the bids are due, however, bids may be withdrawn at any time prior to bid due date and opening. Notice of award will be sent to all successful bidders by US mail. Unsuccessful bidders shall not be notified.

Add 4.5.17 Financing of Material or Equipment Purchases: When any bid includes the lease and/or purchase of material and/or equipment, the vendor shall submit a price on the bid form

provided by the County. The price offered shall include all delivery, installation (if applicable), finance, and any other charges that may be associated with said purchase or lease. The County shall only deal with the contractor/vendor actually submitting the bid AND supplying the material, service, or equipment described in the specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the County shall not be included or required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, deemed the successful bidder, awarded a contract, and issued a purchase order or authorization to proceed. The County shall not make partial or pre-payments of any kind unless stipulated in the specifications by the County.

Add 4.5.18 Invoices: Invoices shall be mailed directly to the Tompkins County Highway Division. Invoices mailed to the incorrect location may not be forwarded thus causing delay in payment.

Add 4.5.19 In regard to any taxes applicable to this project, please acquire a copy of form ST-120.1 from the New York State Department of Taxation and Finance and follow accordingly. Tompkins County is tax exempt. Tax exempt certificates, if required, will be forwarded upon request.

Add 4.5.20 Non-Appropriation Clause: In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order. Issuance of a purchase order indicates that the County currently has and has set aside adequate funds to procure the goods or services indicated in the purchase order or the contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed has been issued, the County will only be liable for, and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

Add 4.5.20 The successful bidder will be required to sign and submit to the County three copies of the Standard Form of Agreement included in Section 00220, Division 0 - Bidding Requirements, which will serve as the Tompkins County Contract. The County prior to signing shall insert the bid amount and any accepted alternates. Upon execution by the County, a fully executed copy of the Contract shall be returned to the successful bidder. Tompkins County will not sign any company's service agreement, contract, or any other form of agreement. Tompkins County reserves the right to extract certain language from a company's agreement and incorporate it into a Tompkins County contract if mutually agreeable.

Add 4.5.21 Prevailing Wages (Public Work projects only): All vendors submitting bids for Public Work projects are required to conform to all current NYS Prevailing Wage Laws. The County has applied for and has received a PRC (Prevailing Rate Case) number for any project deemed to be a Public Work project. The PRC number assigned has been provided in these specifications (if applicable). The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract(s) resulting from this document. Current rates are available by calling the NYS Dept. of Labor at (315) 428-4056. Rates are also available online at http://198.22.236.39/prevailing_wage_home.shtm.

The County will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course of doing work for the County. No payments will be made to any vendor covered under this

contract prior to the vendor supplying the County with certified payrolls in accordance with the New York State Department of Labor regulations.

The contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the County as well as to establish which of those workers involved in any part of a contract for the County are required by law to receive said rates.

Corporations and Partnerships submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the term of the project. This includes all owners, partners, and other management and other employees as required.

Note: Vendors currently on the NYS Department of Labor Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating that they are currently in good standing with the NYS Department of Labor at the time of the bid.

Add 4.5.22 Tompkins County encourages the payment of livable wages whenever practical and reasonable.

Add 4.5.23 Deviations to the specifications are to be so noted and fully explained. Tompkins County reserves the right to accept any or all deviations if it proves to be in the best interest of the County.

Add 4.5.24 Tompkins County reserves the right to "Revise" or "Amend" the bid specifications prior to the bid opening date by written addenda. It is the responsibility of the bidder to ascertain whether any addenda have been issued by checking with the Finance Department prior to bid submittal.

Add 4.5.25 The County reserves the right to reject any or all bids.

Add 4.5.26 Workforce Diversity and Inclusion: Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and:

A. An organization-wide understanding and acceptance of the purpose and reasons for diversity;
B. Recruitment and retention policies that assure a diverse workforce;
C. A workplace environment that is welcoming and supportive of all;
D. Awareness, understanding, and education regarding diversity issues;
E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
F. A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.

Add 4.5.27 REGULATORY COMPLIANCE: The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be reviewed at www.tompkins-co.org, or a copy can be obtained by contacting Tompkins County Department of Administration.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the Contractor provides healthcare services, the Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By signing this contract, the Contractor attests to that fact that the Contractor and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

Add 4.5.28 **RECORDS:** The Contractor agrees to establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

Add 4.5.29 **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

F. ARTICLE 6 - POST BID INFORMATION

6.1 - CONTRACTORS QUALIFICATION STATEMENT

Substitute 6.1.1 Bidders shall be responsible for having a valid New York State Uniform Contracting Questionnaire (included under Division 0 - Bidding Requirements, Section 00315) on file with the New York State Department of Transportation at the time of Bid opening. Bidders shall also submit two (2) copies of the completed New York State Uniform Contracting Questionnaire **accompanying their bids**. The three apparent lowest Bidders shall be prepared to submit to the

Architect, within five (5) days of the Architect's request, other written evidence, such as financial data, previous experience, present commitments and other such data as may be requested. The completed New York State Uniform Contracting Questionnaire must be approved by NYSDOT prior to an award being made.

Add 6.1.2 Owner may make such investigation as it deems necessary to determine the qualifications of bidders to perform the Work, and bidders shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves the right to reject any Bid if evidence submitted by, or investigation of, such bidder fails to satisfy Owner 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.

6.3 - SUBMITTALS
Substitute 6.3.1 - First Sentence The bidder shall, within 5 working days after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

G. ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

Substitute 7.2.1 Upon notice of award of bid, the successful bidder shall deliver to the Owner the required Performance and Labor and Materials Bonds in the full amount of the Bid. In no case shall the successful bidder commence the Work prior to approval of said bonds by the Owner. Approval will be evidenced by the Owner's delivery of a fully executed copy of the Agreement to the successful bidder.

H. Add: ARTICLE 9 - EXAMINATION OF EXISTING SITE AND FACILITIES

Add 9.1 Contract site(s) and facilities shall be thoroughly examined by each bidder prior to submission of Bid. **If a bidder is unable to certify that the contractor's site investigation has been completed for any reason, a separate explanation shall be submitted with his/her bid.**

END OF SECTION

AGREEMENT
BETWEEN OWNER and CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT, entered into this _____ day _____ of 2013, by **THE COUNTY OF TOMPKINS**, hereinafter referred to as "County", the location of whose principal office is 125 East Court Street, Ithaca, NY 14850, pursuant to Highway Law, and

[ ] an individual conducting business as _____,

[ ] a partnership, consisting of _____,

[ ] a corporation organized and existing under the laws of the State of New York as _____,

the location of whose principal office is _____

_____,

hereinafter called the "Contractor", (Federal Employer ID # _____).

WITNESSETH: That the County and the Contractor, for the consideration hereinafter named agrees as follows:

ARTICLE 1. WORK TO BE DONE. The Contractor shall (a) furnish all the materials, appliances, tools, and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement, or reconstruction of the project on or before the Substantial Completion day of the 13th day of December, 2013 as further described in Article 4, and as generally identified and shown on the contract plans for:

County Project Number H375325A
PIN 3753.25, Reconstruction of Hanshaw Road, County Road 109
Town of Ithaca & Village of Cayuga Heights,
Tompkins County, N.Y.

the Engineer being:

Fisher Associates, P.E., L.S., P.C.
135 Calkins Road
Rochester, N.Y. 13220
Phone: 585-334-1310

in accordance with the Standard Specifications of the New York State Department of Transportation, which contain the information for bidders; proposal form, contract agreement, and bonds; and payment Items; and (b) do everything required by the Contract and/or Contract Documents as defined herein. Final completion shall be on or before May 16, 2014.

The Contractor further agrees their bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; an extension of Contract Completion Date will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any Value Engineering Change Proposals will be approved.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT. The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contract Project Manual, including Special Notes and Special Specifications contained therein; the contractor's proposal; the Equal Employment Opportunity (EEO) participation goals; the Disadvantaged/Minority/Women's Business Enterprise (D/M/WBE) participation goals; the contract agreement; the base line data; the "Standard Specifications" including all addenda thereto identified in the contract proposal; the Standard Sheets; the plans; any amendments issued prior to the date of proposal submission, and all provisions required by law to be inserted in the contract whether actually inserted or not. Whenever separate publications are referenced in the Contract Documents it shall mean those, as amended, which are current on the data of advertisement for bids.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE. The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, except latent conditions that meet the requirements of §104-03 *Differing Site Conditions*, and that its information was secured by personal and other investigation and research.

ARTICLE 4. DATE OF COMPLETION. The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the County, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the County. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the State, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work. Notice of applications for such extension shall be filed with the County Highway Division at least fifteen days prior to the date of completion fixed by the terms of this agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS. The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the County other than the consideration named in this agreement.

The County reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest – making allowances for additions and deductions with compensation made in accordance with the Standard Specifications, for this work without constituting grounds for any claim by the contractor for allowance for damages or for the loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 6. NO COLLUSION OR FRAUD. The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the County of Tompkins has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract).

ARTICLE 7. CONTRACT SUM. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be:

_____

and _____ Dollars ($_____)

subject to additions and deductions as provided in the Contract Documents.

The Contract Sum is based upon the following alternates, if any, which are described as:

_____

Unit prices are listed in the Schedule of Values, Attachment No. 20, to the Contractor's Bid.

ARTICLE 8. CONTRACT PAYMENTS. As the work progresses in accordance with the contract and in a manner that is satisfactory to the County, the County hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The County shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and computer the value thereof and pay to the Contractor the monies due as provided in §38(7) of the Highway Law. No monthly payment shall be rendered unless that 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 the work performed in two successive weeks is more than $50,000 or (b) the County Highway Division deems

it to be in the best interests of the County to do so. The Contractor shall not hold any retainage from any Subcontractor.

ARTICLE 9. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE. It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County Highway Division, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have said contract payment processed, nor shall any contract payment(s) be processed for work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 10. FINAL ACCEPTANCE OF WORK. When in the opinion of County Highway Division a Contractor has fully performed the work under this contract, the County Highway Director shall recommend to the County of Tompkins the acceptance of the work so completed. If the County accepts said recommendation, the County Highway Director shall thereupon by letter notify the Contractor, with copies to other interested parties, of such acceptance. Prior to the final acceptance of the work by the County, the contract work must be inspected, accepted, and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the County, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about, as well as the County's rights under any warranty or guarantee. Final acceptance may be revoked by the County at any time prior to the issuance of the final check by the County upon the County's discovery of such defects, fraud, or errors in the work.

ARTICLE 11. FINAL PAYMENT. After the final acceptance of the work, the County or its representative shall prepare a final agreement of the work performed and the materials placed and shall determine the value of such work and materials under and according to the terms of the contract. This final agreement shall be certified, as to its correctness, by its preparer. Upon approval of such final agreement by the County Highway Director, it shall be submitted to the County for final approval. The right, however, is hereby reserved to the County to reject the whole or any portion of the final agreement, should the said certificate be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates upon which partial payments may have been made, shall be subject to correction in the final certificate or final agreement.

Required Contract Close-Out information shall include, at a minimum:

a. Consent of Surety Company to Final Payment (AIA-G707)
b. Contractor's Affidavit of Release of Liens (AIA-G706A)
c. Contractor's Affidavit of Payment of Debts (AIA-G706)
d. Affidavit, General Release & Waiver of Lien From Subcontractors
e. Certification of Continuing Insurance Coverage (see AIA-201-1997, paragraph 9.10.2)

ARTICLE 12. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT. It is further mutually agreed that if at any time during the prosecution of the work the County Highway Director or designee shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the County, the execution of the work by the Contractor may be temporarily suspended by the County, who may then proceed with the work under its own direction in such manner as will accord with the contract specifications and be for the best interests of the County; or the County Highway Director or designee may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in accordance with the contract, by contract negotiated or publicly let, by the use of County forces, by calling upon the surety to complete the work in accordance with the plans and specifications, or by a combination of any such methods; or the County may cancel the contract and either re-advertise or re-let as provided in Section 38 of the Highway Law, or complete the work under its own direction in such a manner as will accord with the contract specifications and be for the interests of the County; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety; all in pursuance of the provisions of Section 40 of the Highway Law.

Whenever the County determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 13. DETERMINATION AS TO VARIANCES. In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Tompkins County Highway Director, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 14. SUCCESSORS AND ASSIGNS. This agreement shall bind the successors, assigns and representatives of the parties hereto.

ARTICLE 15. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with §139-h of State Finance Law, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the County of Tompkins in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in forgoing paragraph and that such contract shall be rendered forfeit and void by the County if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the

United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the County Highway Director of any such conviction or final determination of violation within five (5) days thereof.

IN WITNESS WHEREOF, this agreement has been executed by the County, acting by and through its County Administrator or designee, and the Contractor or its appointed representative, who has executed this agreement on the day and year first written above.

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

OWNER:

_____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Tompkins County Highway Division
170 Bostwick Road,
Ithaca N.Y. 14850

CONTRACTOR:

_____

By: _____

Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____
_____
_____

Agent for service of process:

_____

END OF SECTION

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance

with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on

the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise,

the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX 2
IRAN DIVESTMENT ACT

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

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

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

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

END OF SECTION

A. BID PACKAGE

1. This section provides all of the forms required for a complete bid package. This sheet must be completed and returned as a cover sheet for the bid package.

B. BIDDER INFORMATION

1. Company Name: _____
2. Address: _____
   Street
   _____
   City, State, Zip Code
3. Federal Employer Identification Number: _____
4. Telephone: _____
5. Fax: _____
6. Prime Contact for Bid: _____
7. Title: _____ Telephone: _____
8. E-mail: _____
9. Prime Contact for Project: _____
10. Title: _____ Telephone: _____
11. E-mail: _____

C. ADDENDUM RECEIPT ACKNOWLEDGMENT

Addendum No.	Addendum Date	Receipt Acknowledgment
1		
2		
3		
4		
5		

D. BID SIGN-OFF SHEET

1. Please check off and sign for items below and submit this required sheet with your bid packet; the bid may be rejected if the required documents are not included with the bid.

	section	description	DONE	INITIALS
1.	00300 CVR	Bid Cover Sheet – **ENCLOSED with bid** Addenda (if issued) received - List #s and dates on Bid Cover Sheet		
2.	00300	Bid Form – **ENCLOSED with bid**		
3.	00301	Schedule of Alternates – **ENCLOSED with bid**		
4.	00302	Substitution Sheet – **ENCLOSED with bid**		
5.	00303	Bid Bond – **ENCLOSED with bid**		
6.	00304	Disclosure of Lobbying Activities – **ENCLOSED with bid**		
7.	00305	County of Tompkins **AND** NYSDOT Non-Collusive Bidding Certificates – **ENCLOSED with bid**		
8.	00307	Proof of insurance coverage in amounts required by specification signed by insurance agent – **ENCLOSED with bid**		
9.	00308	Insurance Binder - agree to conditions		
10.	00309	Anti-Discrimination Clause – **ENCLOSED with bid**		
11.	00310	Equal Opportunity/ Non-Segregate Facilities Certificate - **ENCLOSED**		
12.	00311	DBE & Affirmative Action Document & AAP forms - **ENCLOSED**		
13.	00312	Certification of Iran Divestment Act Compliance - **ENCLOSED**		
14.	00313	Drug-Free Workplace Certification - agree to conditions		
15.	00314	Site Investigation Certification - agree to conditions (enclose if unable to certify)		
16.	00315	NYS Uniform Contracting Questionnaire, if required - **ENCLOSED**		
17.	00316	Environmentally Preferable Products Inclusion Sheet – **ENCLOSED**		
18.	00317	Prevailing Wage Rate Receipt completed – **ENCLOSED**		
19.	00318	Vendor Responsibility Form completed – **ENCLOSED**		
20.	00319	W-9 Taxpayer Identification and Certification– **ENCLOSED**		
21.	00320	Schedule of Values – **ENCLOSED with bid**		
22.		**One Additional Copy** of Bid Forms – **ENCLOSED with bid**		

Name/Title of Authorized Person Submitting Bid

Firm or Corporation Making Bid

Address

Date Federal ID #

Signature of Authorized Person Submitting Bid

FOR CORPORATE BIDDERS ONLY

RESOLVED, that _____ (name of officer) be authorized to sign and submit the bid or proposal of this corporation for the following project:

_____

and to include in such bid or proposal all of the above mentioned documents required by section one hundred three -d of General Municipal Law as the act and deed of such corporation.

_____
Secretary

END OF SECTION

PROJECT: CR109, HANSHAW ROAD RECONSTRUCTION - PIN 3753.25
Town of Ithaca & Village of Cayuga Heights, Tompkins County, New York

DATED: _____

TO: Tompkins County Finance Dept.
125 East Court Street
The Old Jail, 2nd floor
Ithaca, New York 14850

Attn.: Lisa Hall, Buyer, Tompkins County Purchasing

The undersigned; having carefully examined the Bidding Requirements, General Requirements, Specifications, Drawings and all other associated Bid Documents; having completed a thorough Site Investigation and having become satisfied as to the exact nature and extent of the work required under the Contract; hereby agrees to furnish and install **all** materials, equipment, labor, machinery, tools, services, etc. along with the specified Bonds and Insurance necessary to perform the entire work as set forth in and in accordance with these Contract Documents.

The undersigned agrees to provide sufficient staff and organization as well as to select subcontractors, suppliers, and vendors to comply with all requirements for submittals, delivery dates, work periods and completion dates, DBE Requirements and all other requirements as specified.

The Bidder shall enter a unit price in the space provided in the **Schedule of Values, Division 0 BIDDING REQUIREMENTS, Section 00320** for all items specified. The Total Cost for each item shall be the product of the Engineer's Estimated Quantity and the unit price for the item. The Architect shall determine the lowest bid on the basis of the Total Base Bid for which the entire work will be performed, arrived at by a correct computation of Engineer's Estimated Quantities for all items specified herein at the unit prices stated in the proposal. The undersigned affirms that this Bid proposal correctly specifies the Total Base Bid, together with a unit price for each of the separate required items to perform the work as estimated in the Schedule of Values.

The undersigned agrees to the unit prices stated in the Bid Documents and that they include all overhead and profit allowances and can be used to establish a **Change Order** or **Work Directive Change** for extra or deleted work per applicable provisions of the **General or Supplementary Conditions.**

Upon notification of Award of Bid, the undersigned agrees to execute the Agreement and any other documents required under the Bid. The executed Agreement and all other required documentation shall be returned to the Architect prior to the issuance of the Notice to Proceed and no later than **TEN working days** after receipt of the Notice of the Award of Bid by the Contractor.

The undersigned agrees to commence work at the site no later than the date(s) listed in the Supplementary Conditions. The Undersigned agrees to complete all work required under the Bid no later than the date listed in the Supplementary Conditions and/or the Description of the Work.

The undersigned agrees that unit prices stated in the Bid Documents include any additional cost of doing the work because of the fact that there may not be a clear site for the work and because of interference of roadway use by utilities, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

Base Bid:
The Contractor shall bid on **100% of all** items necessary to perform the entire work. **IT IS THE INTENT OF THE OWNER TO OBTAIN A UNIT PRICE CONTRACT FOR ALL WORK REQUIRED UNDER THE CONTRACT.** NOTE: The Base Bid does not include any items listed under the **Schedule of Alternates.**

_____

_____dollars. ($_____)

***Alternate #1 COLOR SHOULDERS*: ADD** _____

_____dollars. ($_____)

_____
Name of Bidder

1. A Corporation, organized and existing under the Laws of the State of _____.
2. A Partnership consisting of _____
   _____
   _____.
3. An individual trading as: _____
   of the City of _____ in the State of _____.
4. Name of Agent Binding Bidder _____
   (Attach current Power of Attorney certifying the Agent's authority to bind the Bidder.)

_____
Authorized Signature and Title

Seal of Corporation

_____
Business Name

_____
Address

_____

_____ _____
Telephone Number Fax Number

_____
Attest

_____
Title

If applicable complete the following:

_____ _____
Name of President Attest

_____ _____
Officer (Secretary) Title

_____
Treasurer

END OF SECTION*

In accordance with the terms and conditions of the Contract and the Bid Form, the undersigned agrees to execute alternates selected for the sums set forth in the following Schedule of Alternates in accordance with the general description outlined in Section 01030.

Indicate in the spaces below the amount to be added to the BASE BID if the following alternates are accepted by the Owner. Include in the amount of the Alternate all labor, materials, overhead and profit, and additional work required by all trades that may be required by acceptance of the Alternate.

Alternate 1: **INTEGRAL COLOR FOR HOT MIX ASPHALT CONCRETE - SHOULDERS** – Contractor shall apply a coloring agent to hot mix asphalt top for shoulder locations detailed in the Contract Drawings or as directed by the Engineer. All other specifications shall remain unchanged.

State here and on the Bid Form the amount to be ADDED to the Base Bid for furnishing and installing integral color for hot mix asphalt concrete, in accordance with the specifications.

***Alternate #1 COLOR SHOULDERS*: ADD** _____

_____dollars. ($_____)

Firm: _____ By: _____

Title: _____ Date: _____

END OF SECTION

If the Contractor proposes to use any product other than what the Specifications define as the "Standard of Quality", it is a requirement of the contract that any and all such substitutions be identified and submitted with the Bid Package.

The decision of the Owner regarding acceptability of substitutions is final and products may be rejected after evaluation of product data sheets, previous job references and other data.

Note: Current Federal regulation requires all Bidders for Federal or Federally-assisted contracts to submit bids based upon using ONLY DOMESTIC STEEL AND IRON PRODUCTS, and makes submission of bids incorporating foreign steel and iron products an option that the a Bidder may exercise following specified procedures. See Supplementary Conditions – "Buy America Requirements and Waivers for Federal and State Contracts" for specific language regarding submission of this second Bid.

END OF SECTION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, That _____
(Name of Contractor)

_____
(Address)

(hereinafter called the "Principal") and the _____
(Surety Name)

a corporation created and existing under the laws of the State of _____,

having its principal office in the City of _____ (hereinafter called the "Surety"), are held and firmly bound unto County of Tompkins (hereinafter called the "Owner"), in the full just sum of ***Ten Percent (10%) of Attached Bid***, good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal binds itself, its heirs, executors, and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the said Principal has submitted to the Owner a proposal for Contract no. H375325A, PIN 3753.25, CR109, HANSHAW ROAD RECONSTRUCTION,

AND WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract proposal documents and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Owner shall accept, all required contract proposal documents including such faithful performance bond or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered this _____ day of _____, 20____ in the presence of:

_____)
(Company - Principal)

By _____)
(Signature)

_____)
(Printed Name & Title)

_____)
(Company - Surety)

By _____)
(Signature)

_____)
(Printed Name & Title)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)

(Acknowledgment of principal, unless it be a corporation)

STATE OF: _____ 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 foregoing instrument and acknowledged that he / she executed the same.

_____
Notary Public

(Acknowledgement of principal, if a corporation)

STATE OF: _____ ss.:
COUNTY OF: _____

On this _____ day of _____ 20_____, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he / she resides in _____; that he/she is the _____ of _____ the corporation described in and who executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

_____
Notary Public

(Acknowledgement of Surety Company)

STATE OF: _____ ss.:
COUNTY OF: _____

On this _____ day of _____ 20_____, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he / she resides in _____; that he/she is the _____ of _____ the corporation described in and who executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

_____
Notary Public

END OF SECTION

LOBBYING ACTIVITIES DISCLOSURE CERTIFICATION

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 sub-recipients shall certify and disclose accordingly.

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
a. contract	a. bid/offer/application	a. initial filing
b. grant c. cooperative agreement d. loan	b. initial award c. post-award	b. material change **For Material Change Only:** year quarter
e. loan guarantee		date of last report
f. loan insurance		

4. Name and Address of Reporting Entity: ☐ Prime ☐ Sub-Awardee Tier , *if known:*	**5. If Reporting Entity in No. 4 is a Sub-Awardee, 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):*
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.	Signature: Print Name: Title: Telephone No.: Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ Of

Authorized for Local Reproduction - Standard Form LLL

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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.

END OF SECTION

COUNTY OF TOMPKINS
GENERAL CONDITIONS TO BID
NON-COLLUSION BIDDING CERTIFICATE

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 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 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.

Name of Bidder

Signature and Title of Signer

Date

NOTE:

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 reason 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 political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

END OF SECTION

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION
REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112

"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 signator 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).

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. 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, and all applicable addenda;

2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;

3. Certification of Specialty Items category selected, if contained in this proposal;

4. Certification of any other clauses required by this proposal and contained herein;

5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

_____ Date: _____
(Legal Name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20 __, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

_____
Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

_____
Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

_____
Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

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

_____
City

_____
State ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

_____

Secretary's Name & Address:

_____

Treasurer's Name & Address:

_____

If Bidder is a Partnership:

Partner's Name & Address:

_____

Partner's Name & Address:

_____

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

_____

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

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through 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.

END OF SECTION

TYPE 2

TOMPKINS COUNTY INSURANCE AND INDEMNIFICATION

The Successful Bidder Shall Maintain and Agree to the Following:

Contractor shall indemnify, hold harmless and defend Tompkins County and the State of New York, their officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County or the State of New York. The Contractor shall be fully responsible for the worksite and shall indemnify and hold harmless Tompkins County and the State of New York, its officers, employees, agents, and elected officials from and against any and all claims for injury to persons, including employees of the Contractor or any subcontractor, where such claim asserts that the injury was the result of conditions of the worksite or that Tompkins County or the State of New York, its officers, employees, agents, and elected officials were in any way negligent in the hiring of the Contractor or any subcontractor to do the work or failure to maintain a safe worksite. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) **Workers' Compensation and New York Disability** - Statutory Coverage Employer's Liability - Unlimited.

B.) **Commercial General Liability** including, contractual, independent contractors, products/completed operations - Occurrence Form required.

• Each Occurrence	$1,000,000
• General Aggregate	2,000,000
• Products/Completed Operations Aggregate	2,000,000
• Personal and Advertising Injury	1,000,000
• Fire Damage Legal	50,000
• Medical Expense	5,000

- **General Aggregate** shall apply separately to the project prescribed in the contract.
- Tompkins County, its officers, employees, agents and elected officials will be included as **Additional Insureds.**
- The State of New York, its officers, employees, agents and elected officials will be included as **Additional Insureds**.
- Coverage for the **Explosion, Collapse, and Underground Property Damage** hazards will be provided.

C.) **Business Auto Coverage** -

Liability for Owned, Hired and Non-Owned Autos	$1,000,000	CSL or
	500,000	Per Person BI
	1,000,000	Per Accident BI
	250,000	PD Split Limits

- Tompkins County and the State of New York, their officers, employees, agents and elected officials are to be included as **Additional Insureds**

D.) **Owners Protective Liability** -

Each Occurrence	$1,000,000
General Aggregate	2,000,000

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and having a Best's rating of A XI or better. Proof of insurance shall be provided on the Tompkins County Certificate of Insurance. The Accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates must contain a sixty- (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the bid.

END OF SECTION

TOMPKINS COUNTY
CERTIFICATE OF INSURANCE

BIDS CANNOT BE ACCEPTED NOR CAN WORK COMMENCE UNTIL THIS CERTIFICATE IS RECEIVED AND ACCEPTED BY COUNTY ADMINISTRATION

INSURED NAME ADDRESS CITY,ST ZIP	*INSURANCE CARRIER:* A	A.M. BEST RATING:
	B	
PRODUCER NAME ADDRESS CITY, ST ZIP PHONE:	C	
	D	

This certifies that the policies listed below have been issued and are in force at this time.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS (IN $1,000)	
	GENERAL LIABILITY ☐ OCCURRENCE FORM ☐ OTHER	(Certified Copy of policy must be submitted if other)			EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV INJURY FIRE DAMAGE (ANY 1 FIRE)	$ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE	$ $ $ $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA				EACH OCCURRENCE	$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				COVERAGE A COVERAGE B EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE - EACH EMPLOYEE	STATUTORY //////////////// $ $ $
	NYS DISABILITY					STATUTORY
	PROFESSIONAL LIABILITY OR ERRORS/OMISSIONS					$
	OWNERS CONTRACTORS PROTECTIVE LIABILITY					
	OTHER					

Insurance Carriers providing liability coverages acknowledge that the above referenced contract constitutes an "Insured Contract" as defined in their policy. As required by said contract, the County of Tompkins and its officers, employees, agents and elected officials are included as Additional Insureds under each respective policy. Insurance Carriers warrant that no policy will be non-renewed, canceled, or materially changed without thirty (30) days advance notice to County Administration.

Certificate Holder:

TOMPKINS COUNTY ADMINISTRATION
125 EAST COURT STREET
ITHACA, N.Y. 14850

Phone (607) 274-5548 Fax (607) 274-5558
jkippola@tompkins-co.org

AUTHORIZED REPRESENTATIVE

Signature

Name

Title Date

1999

INSURANCE BINDER

By submission of this bid, the bidder certifies that the Contractor agrees to Tompkins County's hold harmless/indemnification language. The bidder also affirms that the insurance requirements have been discussed with the Contractor's insurance agent, that the cost of required insurance has been considered in the submitted bid price, and that a completed insurance certificate (or certification letter of coverage) has been submitted with the bid. Project specific insurance is acceptable. A certification letter of coverage is a letter from the Contractor's insurance agent stating that if awarded the bid, Contractor will be covered with sufficient insurance to meet the contract requirements.

END OF SECTION

ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____ By: _____

Title: _____ Date: _____

END OF SECTION

BIDDER _____

ADDRESS _____

_____

TELEPHONE NUMBER _____

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER _____

Tompkins County and the NYSDOT have established

Equal Employment Opportunity (EEO) workforce goals for this contract of 1.2% minorities and 6.9% females.

NON-SEGREGATED FACILITIES

NOTICE:

1. A signed Certification of Non-Segregated Facilities must be submitted prior to the Award of Bid for all construction contracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.

2. The Contractor in charge of the job shall post a signed copy of Attachment No.11- Certification of Equal Employment Opportunity, at the job site in a conspicuous location, for the entirety of the job. Copies of same for all subcontractors, suppliers or other organizations providing any material, labor, equipment, service etc. to the General Contractor, for an amount exceeding $10,000.00, shall also be posted by the G.C., in the same location for the entirety of the job.

3. The Contractor is required to forward this notice to all prospective subcontractors, suppliers and other organizations providing any material, labor, equipment, service etc. to the General Contractor, for an amount exceeding $10,000.00 and where the subcontracting organization is not exempt from the provisions of the Equal Opportunity clause.

4. Except where identical certifications from proposed subcontractors for specific time periods have been obtained, the Contractor shall obtain a signed Certification of Non-Segregated Facilities from all proposed subcontractors, suppliers or other organizations (not exempt from the provisions of the Equal Opportunity clause) providing any material, labor, equipment, service etc. to the Contractor, for each contract exceeding $10,000.00 and forward them to the owner prior to the award of bid. The Contractor shall retain copies of all such certifications.

5. The Contractor is responsible for the compliance of all required organizations.

NOTE: The penalty for making false statements is prescribed in 18 USC 1001.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The undersigned agrees to comply with all Contract requirements, as well as all Local, State and Federal Laws pertaining to discrimination and Equal Employment Opportunity.

The undersigned certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. In addition, the undersigned certifies that it will not maintain or provide, of its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities, or any other areas, provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, gender, or national origin; because of habit, local custom, or any other reason.

Certification: The information above is true and complete to the best of my knowledge and belief.

_____
Name and Title of Signer

_____
Signature

_____
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

END OF SECTION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION and AFFIRMATIVE ACTION REQUIREMENTS

Tompkins County and the NYSDOT have established a

Disadvantaged Business Enterprise (DBE) utilization goal for this contract of 6%.

This goal is expressed as a percentage of the total bid price.

Information related to the current certification of Disadvantaged Business Enterprises can be obtained by contacting the:

NYS Department of Transportation
Office of Equal Opportunity Development and Compliance
1220 Washington Avenue
Building 4, Room G-16
Albany, NY 12232
(518) 457-1128 or 457-1129

At any bid level, Bidders shall make good faith efforts to ensure participation in this Federally Aided project by socially and economically disadvantaged individuals and for-profit small business concerns. As evidence of these efforts, Bidders shall submit with their bids the following documentation. Appropriate AAP forms must be signed and dated by prime contractors and proposed subcontractors.

- **Form AAP-19 -** NYSDOT DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE SCHEDULE OF UTILIZATION (attached).
- **Form AAP HC-89 -** NYSDOT D/M/WBE UTILIZATION WORKSHEET (attached).
- **Form AAP-10** - NYSDOT D/M/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION LOG (attached).
- **Letters to DBE subcontractors** (if applicable), and
- **Advertisements** (if applicable).

Tompkins County must submit this documentation to the NYSDOT with other bid documentation as part of its request for approval to Award the bid.

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active DBE Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer _____
(Name, Title)

Telephone Number: _____ E-mail: _____

Document Required to be Submitted with Bid

END OF SECTION

Form available on-line at: https://www.nysdot.gov/main/business-center/contractors/construction-division/construction-repository/aap19.pdf

AAP 19c (8/89)

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE
SCHEDULE OF UTILIZATION

INSTRUCTIONS

1. The low bidder must complete all appropriate sections of this form as a prerequisite to contract award or to any amendment to approved D/M/WBE utilization.
2. For initial contract award, this form must be accompanied by a completed form AAP 10 (Solicitation Log) and by forms AAP 11 (D/M/WBE Solicitation), or the prescribed alternative, for each D/M/WBE listed on the solicitation log; and by a completed form AAP 89 (D/M/WBE Utilization Worksheet) for each D/M/WBE that will be utilized in the contract.
3. For amendment to an approved award this form must be accompanied by a completed form AAP 89 for any D/M/WBE that is to be added to the original utilization plan; and/or by a completed form AAP 89-1 (D/M/WBE Utilization Worksheet Amendment) for any D/M/WBE whose approved utilization is to be changed.
4. Describe D/M/WBE utilization as one of the following:
   SC - Subcontract construction TS - Trucking or services MS - Source of materials or supplies
5. The dollar value of utilization for each D/M/WBE is the actual amount to be paid to the D/M/WBE, not the contract item bid price.

CONTRACT INFORMATION

CHECK ONE: ☐ Schedule for initial contract award
☐ Schedule for amending utilization

Date Received in EODC _____

Bidder _____ Fed. Emp. ID No. _____
Address _____ Tel. No. ( )
_____
City _____ State _____ Zip _____
Contract No. _____ Total Amt. Bid = $ _____
Location (County) _____ D/MBE Goal _____ % × Total Amt. Bid = $ _____
Letting Date _____ D/WBE Goal _____ % × Total Amt. Bid = $ _____
Fed. Aid Project No. _____ Combined DBE Goal _____ % × Total Amt. Bid = $ _____ *

UTILIZATION INFORMATION

D/MBE UTILIZATION (Firm Name)	Fed. Emp. ID No.	Utilization as (See Instruction 4.)	Dollar Value of Utilization (See Instruction 5.)
			$
			$
			$
			$
			$
			$

TOTAL D/MBE UTILIZATION = $ _____

D/WBE UTILIZATION Firm Name	Fed. Emp. ID No.	Utilization as (See Instruction 4.)	Dollar Value of Utilization (See Instruction 5.)
			$
			$
			$
			$
			$
			$

TOTAL D/WBE UTILIZATION = $ _____

TOTAL COMBINED DBE UTILIZATION = $ _____ *

*SPECIAL NOTE: Combined totals for goals and utilization apply only to federal aid projects.

Date ___/___/___ Signature _____ Title _____

TO BE COMPLETED BY EODC

The Bidder ____ has ____ has not demonstrated good faith efforts to secure D/M/WBE utilization in satisfaction of the contract goals as required by the contract specifications.

Date ___/___/___ Signature _____

Form available on-line at:
https://www.nysdot.gov/portal/pls/portal/MEXIS_APP.PA_PLAFAP_ADMIN.show_file?id=1381

AAPHC 89 (5/90)
PART 1

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

D/M/WBE UTILIZATION WORKSHEET

CONTRACT NO.	COUNTY	F.A. PROJECT NO.	PAGE NO ____OF____	DATE SUBMITTED ____/____/____

CONTRACTOR NAME AND ADDRESS (Include Zip Code) TELEPHONE NO.: ( )	SUBCONTRACTOR NAME AND ADDRESS (Include Zip Code) TELEPHONE NO: ( )	
The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies or payrolls, etc., are to be submitted in the same manner and number as required of the Prime Contractor.	SUBCONTRACTOR FED. IDENT. NO.:	
	EST. BEGINNING DATE (Mo. & Yr.) _____/_____	EST. COMPLETION DATE (Mo. & Yr.) _____/_____

This approval may be rescinded at any time in the progress of the work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Regional Director. The signators below agree that violations of the foregoing may result in no payment by the State for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The Contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal and State Laws and Regulations.

Signature _____ _____ Signature _____ _____
Contractor Date Subcontractor Date

	ITEM NO.	NAME	Less Than 100%	BID AMOUNT		AGREED AMOUNT $	% TO CNT
				$ SPECIALTY	$ NON-SPECIALTY		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
			TOTALS	$	$	$	

The Subcontractor named above is approved for utilization under the provisions of Standard Specification § 102-21. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and applicaiton of the D/M/WBE Agreed Amount to the participation goals of the contract. Regional approval of an Approval to Subcontract form HC 89 is required prior to subletting or otherwise assigning any part of the contract.

APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:	DATE APPROVED ____/____/____

PART 1 (WHITE) - MAIN OFFICE
PART 2 (YELLOW) - REGIONAL OFFICE

Form available on-line at:
https://www.nysdot.gov/portal/pls/portal/MEXIS_APP.PA_PLAFAP_ADMIN.show_file?id=1381

AAPHC 89 (5/90)
PART 1 - REVERSE

BID AMOUNT: Enter the prime contractor total bid price for items of work being subcontracted, item by item, under appropriate heading of "Specialty" or Non-Specialty" and enter totals for each. "Specialty" items, if any, are designed in the contract proposal. If only part of an item is to be subcontracted, enter the portion of the prime contractor bid amount that represents the portion of the item that is being subcontracted. For other than subcontract work, i.e., materials supplies and off-site trucking or other services, no entry is required under "Specialty" or "Non-Specialty" headings.

D/M/WBE ONLY: AGREED AMOUNT: In addition to completing the appropriate bid amount columns as described above, on the Utilization Worksheet enter the agreed amount for each item of work to be performed by a certified D/M/WBE included in the Contractor's Utilization Plan, whether subcontractor, materials supplier, trucker or provider of other services.

TOTALS: Enter the sum of all Bid Amounts and of D/M/WBE Agreed Amounts, if any.

Subcontractor Approvals and Approval Amendments will be sequentially numbered for each prime contract in the order that they are approved. An approved copy will be provided to the Prime Contractor and the Engineer-in-Charge of the project in each instance.

Form available on-line at:
https://www.nysdot.gov/portal/pls/portal/MEXIS_APP.PA_PLAFAP_ADMIN.show_file?id=1381

Chapter 13 - Appendix 13-6
Affirmative Action Contract Requirements

AAPH

89 (5/90)
PART 2

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
APPROVAL TO SUBCONTRACT

CONTRACT NO.	COUNTY	F.A. PROJECT NO.	PAGE NO ___ OF ___	DATE SUBMITTED ___/___/___
CONTRACTOR NAME AND ADDRESS (Include Zip Code) TELEPHONE NO.: ( )		SUBCONTRACTOR NAME AND ADDRESS (Include Zip Code) TELEPHONE NO: ( )		
The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies or payrolls, etc., are to be submitted in the same manner and number as required of the Prime Contractor.		SUBCONTRACTOR FED. IDENT. NO.:		
		EST. BEGINNING DATE (Mo. & Yr.) ___/___	EST. COMPLETION DATE (Mo. & Yr.) ___/___	

This approval may be rescinded at any time in the progress of the work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Regional Director. The signators below agree that violations of the foregoing may result in no payment by the State for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The Contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal and State Laws and Regulations.

Signature _____ _____ Signature _____ _____
Contractor Date Subcontractor Date

	ITEM NO.	NAME	Less Than 100%	BID AMOUNT		D/M/WBE ONLY: AGREED AMOUNT $
				$ SPECIALTY	$ NON-SPECIALTY	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
			TOTALS	$	$	$

REGIONAL OFFICE USE ONLY

Original Total Contract Price (Less Specialty Items)	$
Percent of Original Total Contract Price (above) approved this date	%
Percent of Original Total Contract Price previously approved	%
Percent of Original Total Contract Price approved to date	%

The Subcontractor named above is authorized to perform work on the above noted contract for the items listed herein. However, a subcontract shall be of no force or effect until approved below.

APPROVED FOR REGIONAL DIRECTOR BY: (Name and Title)	REGION	DATE APPROVED ___/___/___	APPROVAL NO.

PART 1 (WHITE) - MAIN OFFICE PART 2 (YELLOW) - REGIONAL OFFICE

Form available on-line at:
https://www.nysdot.gov/portal/pls/portal/MEXIS_APP.PA_PLAFAP_ADMIN.show_file?id=1381

AAPHC 89 (5/90)
PART 2 - REVERSE

INSTRUCTIONS FOR COMPLETING FORM AAPHC 89
D/M/WBE UTILIZATION WORKSHEET AND APPROVAL TO SUBCONTRACT

New York State Department of Transportation Standard Specifications §102-21 requires that, prior to contract award, Prime Contractors must obtain written consent of the Commissioner of Transportation to a utilization plan that identifies certified disadvantaged, minority or women-owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization plans has been delegated to the Office of Equal Opportunity Development and Compliance (EODC). The D/M/WBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor.

Standard Specifications §101-56, §102-08A and §108-05 require Prime Contractors to obtain written consent of the Commissioner of Transportation prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to Regional Directors of Transportation. The Approval to Subcontract is used for that purpose.

The D/M/WBE Utilization Worksheet and Approval to Subcontract have been designed for use as a single package, form AAPHC 89. When submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed, two part typewritten set of both pages, as described below. Entries made on the Utilization Worksheet will automatically provide data for an Approval to Subcontract except that item-level D/M/WBE agreed amounts will not be shown on the second page. When submitting forms for firms not included in the Contractor's Utilization Plan, only an Approval to Subcontract is to be completed. All D/M/WBE Utilization Worksheets are to be submitted directly to EODC as attachments to the Contractor's Utilization Plan, form AAP 19. All Approval to Subcontract forms are to be submitted directly to the Regional Office having jurisdiction over the contract. The Regional Office will not process Approvals to Subcontract until the Contractor's Utilization Plan has been approved by EODC.

Approval of the Utilization Worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the D/M/WBE Agreed Amount to the particatipation goals of the contract. REGIONAL APPROVAL OF AN APPROVAL TO SUBCONTRACT IS REQUIRED PRIOR TO SUBLETTING OR OTHERWISE ASSIGNING ANY PART OF THE CONTRACT.

CONTRACT NO.: Enter N.Y. State contract number. Example: D251726.

COUNTY: Enter name of county or counties. Example: Albany & Essex.

F.A. PROJECT NO.: Enter only for Federal-Aid projects. Example: I-87-3(177).

PAGE NO.: Enter 1 of 1; 1 of 2; 2 of 2; etc. Use additional forms as needed.

DATE SUBMITTED: Enter date completed forms are submitted to EODC and/or Regional Office (MO/DAY/YR). For firms included in the Contractor's Utilization Plan, the dates on both page **must** agree. If they do not, the request will not be processed.

CONTRACTOR NAME AND ADDRESS: Enter name and address (including zip code) and telephone number (including area code) of the Prime Contractor.

SUBCONTRACTOR NAME AND ADDRESS: Enter name and address (including zip code) and telephone number (including area code) of the Subcontractor.

SUBCONTRACTOR FEDERAL IDENTIFICATION NO.: Enter the Federal employer identification number of the subcontractor.

EST. BEGINNING DATE: Enter estimated month and year in which subcontractor work will begin.

EST. COMPLETION DATE: Enter estimated month and year in which subcontractor work will be completed.

SIGNATURES: Authorized representatives of both the prime and subcontractor sign and date.

ITEM NO. AND NAME: Enter each item by Specification number and name. **If only part of an item is to be subcontracted, check the "Less Than 100%" box and attach a description of the specific work to be performed to both pages of this form.**

NOTE: This form is also used to report non-subcontract activities to be purchased from D/M/WBE sources. Use the following codes under "ITEM NO," and enter dollar amounts for them on form AAPHC 89 under D/M/WBE ONLY: AGREED AMOUNT $."

ITEM NO	NAME
00.00	Supply of eligible materials
00.01	Provision of eligible manufactured or altered materials
00.02	Rental of equipment
00.05	Provision of security services
99.99	Provision of eligible trucking services

AAP 10
(9/09)

D / M / WBE SOLICITATION LOG

Contract No. _____ County _____ Letting Date _____ Date Submitted _____ Page _____ of _____

Contractor Name / Address

_____

_____

_____

Contact Name: _____

E-Mail: _____

Telephone No: _____

	Firm Name / Contact	Pgm	Telephone No / E-Mail Address	NYSDOT Work Code(s)	Date of Contact	Method(s) of Contact	D / M / WBE Response Code(s)	Bidder Action Code(s)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

D / M / WBE Response Codes: 11 - Submitted Written Quote 12 - Submitted Verbal Quote 13 - Negotiating with Prime 14 - Developing Quote
21 - Not Certified for Item(s) 22 - Location Unacceptable 23 - No Price Agreement 24 - No Time for Bid 25 - Schedule Unacceptable 26 - Other

Bidder Codes: 31 - Selected 32 - Unavailable 33 - No Longer in Business 34 - Undeliverable 35 - Unreachable 36 - Unresponsive 37 - Not Selected

Fillable Form available on-line at: https://www.nysdot.gov/main/business-center/contractors/construction-division/construction-repository/AAP_10.pdf

TOMPKINS COUNTY
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Division to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by cases basis under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in an new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

_____ _____
Signature Date

_____
Title

_____
Company Name

END OF SECTION

DRUG-FREE WORKPLACE ACT CERTIFICATION
FOR A PUBLIC OR PRIVATE ENTITY

1. The _____ certifies that it will
Contractor
provide a drug -free workplace by:

(a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the Recipient's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Recipient's policy of maintaining a drug -free work place;

(3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.

(e) Notifying the Federal-sponsoring agency within ten days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction.

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee so convicted:

(1) Taking appropriate personnel action against such an employee, up to an including termination; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The Contractor's headquarters are located at the following address. The addresses of all other

work places maintained by the Recipient are provided on an accompanying list.

Name of Contractor _____

Street Address _____

City _____

County _____

State _____

Zip Code _____

Authorized Official	Attorney
Title of Authorized Official	Date

END OF SECTION

Site Investigation Certification

By submission of this bid, the Bidder hereby certifies that the Contractor has performed a thorough site investigation and that the Contractor is satisfied as to all features, variables, requirements and other factors necessary to the completion of the work in accordance with the Contract Documents, or which could in any way affect the outcome or cost of the work; including but not limited to the following: the nature, extent and location of the work; site accessibility and safety; the quantity, character and availability of all labor, equipment, materials, permits and other facilities required as part of the work; all general and local conditions such as - transportation, disposal, handling and storage of materials; availability and location of all public and private utilities (including but not limited to) water, sewer, telephone, electrical power, natural gas, propane or other fuels; condition and locations of other facilities such as buildings, roads, drainage ways etc.; the uncertainties, character, quality, quantity and location of such things as - weather conditions, waterways, soil profiles, ground water table, bed rock, artesian aquifers, conformation and conditions of the ground and other physical conditions and natural features of the site and surrounding area.

NOTICE: The above examples are presented as a courtesy to the Contractor and in no way limit the responsibility of the Contractor.

IF THE BIDDER IS UNABLE TO CERTIFY THAT THE CONTRACTOR'S SITE INVESTIGATION HAS BEEN COMPLETED FOR ANY REASON, A SEPARATE EXPLANATION SHALL BE ATTACHED.

END OF SECTION

GENERAL

A. The New York State Uniform Contracting Questionnaire is attached to and made part of these documents. Bidders shall submit the completed form with their bids. Supplementary questions pertaining to Bidder's experience that are listed below shall also be answered by Bidder and attached to the completed New York State Uniform Contracting Questionnaire.

B. The completed New York State Uniform Contracting Questionnaire must be approved by NYSDOT prior to an award being made. It shall be the Bidder's responsibility to have a valid Uniform Contracting Questionnaire on file with the New York State Department of Transportation at the time of Bid opening.

C. Prior to the award of bid, the three apparent lowest Bidders shall submit to the Architect within five (5) days of the Architect's request, two (2) copies of any additional written evidence of qualifications, such as financial data, previous experience, present commitments or other such data as may be requested.

D. Owner reserves the right to reject any Bid if evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the Work contemplated therein.

SUPPLEMENTARY QUALIFICATIONS STATEMENTS

A. List projects of similar character to that proposed that your present organization has completed, giving the name and address of Owner for whom work was done, a description of the work, the approximate amount of the contract, and the approximate date work was completed.

B. Do you have, or can you procure the necessary personnel, equipment, facilities and financial resources to immediately undertake and satisfactorily complete the work contemplated in this Contract?

C. In the past five (5) years, has your organization been disqualified as a bidder? If so, indicate on what project, when, and the reasons therefor.

END OF SECTION

FED.ID NO. _____

INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE

*Please Read Before Completing Questionnaire

! Complete all sections of the Questionnaire.

! Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within 6 months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. **Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.**

! For question #16, if your firm has OSHA citations, attach copies of each citation. Add additional explanatory material for any other affirmative answers.

! A certified annual financial disclosure will be acceptable in lieu of completing the financial disclosure in the questionnaire.

! If you wish material in this disclosure form to be held as confidential and exempt from disclosure under Freedom of Information, be sure to place an asterisk in front of all information you do not want disclosed to outside sources.

! This questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.)

! Submit completed questionnaires marked **"CONFIDENTIAL"** to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR
ALBANY, NY 12232
(518) 457-1564

. ED.ID NO. _____

NEW YORK STATE
UNIFORM CONTRACTING QUESTIONNAIRE

INSTRUCTIONS

Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within 6 months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. **Whenever more space is needed to answer any question, or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.**

NOTE: Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law: ___yes, ___no. If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

GENERAL INFORMATION

1. NAME OF FIRM_____

DBA NAME, IF ANY_____

MAILING ADDRESS_____PHONE NO.(_____)_____

CITY_____COUNTY_____STATE_____ZIP_____FAX NO. (_____)_____

ACTUAL LOCATION_____

E-MAIL ADDRESS_____

2. TYPE OF FIRM (check(T) only one) ____CORPORATION ____PARTNERSHIP ____PROPRIETORSHIP ____JOINT VENTURE ____ LLC ____ LLP

3. HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS? _____ UNDER THE SAME NAME? _____ FORMER NAME: _____

4. WHAT IS THE FIRM'S BONDING RANGE? $_____ SINGLE PROJECT $_____ AGGREGATE (ALL PROJECTS)

5. ARE YOU CERTIFIED AS A DBE_____MBE_____WBE_____IF SO, WITH WHOM?_____

OWNERSHIP, MANAGEMENT, AFFILIATION

6. Identify each person who is, or has been within the past five years, an owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. Joint ventures: provide information for all firms involved. Fill in name, % owned, office held; indicate by Y or N whether director, officer or partner:

FIRST NAME	MI	LAST NAME	DATE OF BIRTH	% OWNED	DIRECTOR (Y or N)	OFFICER (Y or N)	TITLE	PARTNER (Y or N)

7. Identify any other firms in which, now or in the past five years, the firm or any of the individuals listed in question six above, either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or as a director, officer, partner or proprietor of said other firm:

FEDERAL ID NO.	% OWNED	FIRM/COMPANY NAME	FIRM/COMPANY ADDRESS

8. Identify any affiliate not listed in your answers to questions 6 and 7. For purposes of this question your firm and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls, or has the power to control both:

FEDERAL ID NO.	COMPANY NAME	ADDRESS

9. Identify any and all shareholders, directors, officers, owners, partners, or proprietors in common between your firm and any firm listed in response to questions 6,7 or 8:

FEDERAL ID NO.	FIRST NAME, MI & LAST NAME	POSITION	OTHER FIRM

10. List the ten most recent contracts the firm has completed. If less than ten, include most recent subcontracts on projects up to that number:

AGENCY/OWNER, CONTACT PERSON & TELEPHONE NO.	CONTRACT NO.	PRIME OR SUB	DESIGN ARCHITECT AND/OR DESIGN ENGINEER	AWARD DATE	AMOUNT	DATE COMPLETED
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

11. List all current uncompleted construction contracts:

AGENCY/OWNER, CONTACT PERSON & TELEPHONE NO.	CONTRACT NO.	PRIME OR SUB	DESIGN ARCHITECT AND/OR DESIGN ENGINEER	TOTAL $ AMOUNT OF FIRM'S CONTRACT (OR SUBCONTRACT)	$ AMOUNT SUBLET TO OTHERS	UNCOMPLETED $ AMOUNT OF FIRM'S CONTRACT (OR SUBCONTRACT)

GRAND TOTAL: _____

12. Gross Sales for Firm's Previous 3 Fiscal Years:

YEAR	
_____	$_____
_____	$_____
_____	$_____

Average Backlog for Firm's Previous 3 Fiscal Years:
(Estimated total value of uncompleted work on outstanding contracts)

YEAR	
_____	$_____
_____	$_____
_____	$_____

13. Has the firm, or any firm listed in response to questions 6,7 or 8, defaulted or been terminated on, or had its surety called upon to complete, any contract awarded within the past five years? NO { } YES { } If, yes, give date(s), agency(ies)/owner(s), project(s), contract numbers, and describe including the result:_____

_____

14. For all contracts within the past five years: (a) list and describe all liens or claims over $25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days; and (b) list and describe all liquidated damages assessed _____

_____

FINANCIAL INFORMATION

15. Complete the attached financial statement or attach a copy of the firm's most recent annual financial statement and accompanying notes.

OTHER INFORMATION

16. Within the past five years has the firm, any affiliate, any predecessor company or entity, or any person identified in question number 6 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each affirmative answer; attach additional pages if necessary)

(a)	a judgment of conviction for any business-related conduct constituting a crime under state or federal law?	no__	yes__
(b)	a criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law?	no__	yes__
(c)	a grant of immunity for any business-related conduct constituting a crime under state or federal law?	no__	yes__
(d)	a federal or state suspension or debarment?	no__	yes__
(e)	a rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	no__	yes__
(f)	a rejection of any proposed subcontract for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	no__	yes__
(g)	a denial or revocation of prequalification?	no__	yes__
(h)	a voluntary exclusion from bidding/contracting agreement?	no__	yes__
(i)	any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding?	no__	yes__
(j)	an OSHA Citation and Notification of Penalty containing a violation classified as serious?	no__	yes__
(k)	an OSHA Citation and Notification of Penalty containing a violation classified as willful?	no__	yes__
(l)	a prevailing wage or supplement payment violation?	no__	yes__
(m)	a State Labor Law violation deemed willful?	no__	yes__
(n)	any other federal or state citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation?	no__	yes__

(o) any criminal investigation, felony indictment or conviction concerning formation of, or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? no___ yes___

(p) any denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? no___ yes___

(q) rejection of a low bid on a State contract for failure to meet statutory affirmative action or M/WBE requirements? no___ yes___

(r) a consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? no___ yes___

(s) any bankruptcy proceeding? no___ yes___

(t) any suspension or revocation of any business or professional license? no___ yes___

(u) any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:

* federal, state or local health laws, rules or regulations no___ yes___
* federal, state or local environmental laws, rules or regulations no___ yes___
* unemployment insurance or workers compensation coverage or claim requirements no___ yes___
* ERISA (Employee Retirement Income Security Act) no___ yes___
* federal, state or local human rights laws no___ yes___
* federal or state security laws? no___ yes___

(v) a request to withdraw a bid submitted to a public owner or any claim of an error on a bid submitted to a public owner? no___ yes___

CERTIFICATION

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing the State of New York or its agencies and instrumentalities to award a contract, or approve a subcontract; acknowledges that the State or its agencies and instrumentalities may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. §1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Sworn to before me this

_____day of _____,_____

_____
Signature of Officer

_____
Notary Public

_____
Title

_____
Commission Expiration Date

_____
Officer Name (Please Print)

FED.ID NO. _____

As of (date):_____

ASSETS

Current Assets		
1. Cash		$_____
2. Accounts receivable - less allowance for doubtful accounts		_____
Retainers included in accounts receivable	$_____	
Claims included in accounts receivable not yet approved or in litigation	_____	
3. Notes receivable - due within one year		_____
4. Inventory - materials		_____
5. Contract costs in excess of billings on uncompleted contracts		_____
6. Accrued income receivable		
Interest	_____	
Other (list) _____	_____	
_____	_____	
Total accrued income receivable		_____
7. Deposits		
Bid and plan _____	_____	
Other (list) _____	_____	
_____	_____	
Total deposits		_____
8. Prepaid Expenses		
Income Taxes	_____	
Insurance	_____	
Other (list) _____	_____	
_____	_____	
Total prepaid expenses		_____
9. Other current Assets		
(list) _____	_____	
_____	_____	
Total other current assets		_____
10. Total Current Assets		_____
11. Investments		
Listed securities-present market value	_____	
Unlisted securities-present value	_____	
Total investments		_____
12. Fixed Assets		
Land	_____	
Building and improvements	_____	
Leasehold Improvements	_____	
Machinery and equipment	_____	

ED.ID NO. _____

12. Fixed Assets (Continued)

Automotive equipment	_____	
Office furniture and fixtures	_____	
Other (list)_____	_____	
_____	_____	
Total	_____	
Less: accumulated depreciation	_____	
Total fixed assets - net		_____

13. Other Assets

Loans receivable - officers	_____	
- employees	_____	
- shareholders	_____	
Cash surrender value of officers' life insurance	_____	
Organization expense - net of amortization	_____	
Notes receivable - due after one year	_____	
Other (list) _____	_____	
_____	_____	
Total other assets		_____

14. TOTAL ASSETS _____

FED.ID NO. _____

LIABILITIES

Current Liabilities		
15. Accounts payable		$_____
16. Loans from shareholders - due within one year		_____
17. Notes payable - due within one year		_____
18. Mortgage payable - due within one year		_____
19. Other payables - due within one year		
(list) _____	$_____	
_____	_____	
Total other payables - due within one year		_____
20. Billings in excess of costs and estimated earnings		_____
21. Accrued expenses payable - salaries and wages	_____	
- payroll taxes	_____	
- employees' benefits	_____	
- insurance	_____	
- other	_____	
Total accrued expenses payable		_____
22. Dividends payable		_____
23. Income taxes payable - state	_____	
- federal	_____	
- other	_____	
Total income taxes payable		_____
24. Total Current Liabilities		_____
25. Deferred Income Taxes Payable - state	_____	
- federal	_____	
- other	_____	
Total deferred income taxes		_____
26. Long Term Liabilities		
Loans from shareholders - due after one year	_____	
Notes payable - due after one year	_____	
Mortgage - due after one year	_____	
Other payables - due after one year	_____	
(list)_____	_____	
_____	_____	
Total long term liabilities		_____
27. Other Liabilities		
(list) _____	_____	
_____	_____	
Total other liabilities		_____
28. TOTAL LIABILITIES		_____

ED.ID NO. _____

NET WORTH

29. Net Worth (if proprietorship or partnership) $_____
30. Stockholders' Equity
    - Common stock issued and outstanding _____
    - Preferred stock issued and outstanding _____
    - Retaining earnings _____
    - Total _____
    - Less: Treasury stock _____
31. TOTAL STOCKHOLDERS' EQUITY _____
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY _____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

Dated this _____day of _____, 20___.

_____
Name of Organization

By:_____
Signature and Title

_____
Name (please print)

ENVIRONMENTALLY PREFERABLE PRODUCTS INCLUSION SHEET

Bidders supplying Environmentally Preferable Products (EPPs') as part of their bid are requested to provide the following information with their bid package:

Product Description	Brand Name	Manufacturer Name	FSC Certified	FSC Certification Number	% Post Consumer Recycled Content	% Total Recycled Content

Please indicate any additional reasons products qualify as Environmentally Preferable Products not listed above: _____

Bidder Name: _____

END OF SECTION

TOMPKINS COUNTY

PREVAILING WAGE RATE RECEIPT

I, _____ representing
(Name)

_____ have received a copy of the Prevailing Wage
(Company Name)

Rate package associated with the _____ bid
(Bid Title)

on _____(Day and date)

_____ _____
(Company representative signature) (Date)

_____
(Name (please print))

END OF SECTION

Tompkins County
Vendor Responsibility Form

The Office of the State Comptroller requires that governmental agencies award contracts only to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is the contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the County against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the following questions. This form **must** be returned with your bid submission in order for your bid to be ruled responsive.

Within the past five (5) years has your firm, any affiliate, any predecessor or company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? YES _____ NO_____

B. A government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of pre-qualification or a voluntary exclusion agreement? YES _____ NO_____

C. Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" YES _____ NO_____

D. A consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? YES _____ NO_____

E. A finding of non-responsibility by a governmental agency or Authority for any reason. YES _____ NO _____

If yes to any of the above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

_____

_____

(Attach additional sheets if necessary)

Offerer Certification:

I certify that all information provided to Tompkins County with respect to State Finance Law §139-k is complete, true and accurate.

Name: _____ Title: _____

Company Name: _____

Company Address: _____

Signature: _____

END OF SECTION

Fillable for available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

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).

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 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

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

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 page 2), 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 Social Security Administration 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, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	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 Regulation 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 Regulation 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 1.

***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, social security number (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 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. 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.

END OF SECTION

SCHEDULE OF VALUES - (page 1 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
201.07 M	CLEARING & GRUBBING	LS	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
203.02 M	UNCLASSIFIED EXCAVATION & DISPOSAL	CM	3,546	_____ DOLLARS AND _____ CENTS	$_____	$_____
203.03 M	EMBANKMENT IN PLACE	CM	4,182	_____ DOLLARS AND _____ CENTS	$_____	$_____
203.07 M	SELECT GRANULAR FILL	CM	8,365	_____ DOLLARS AND _____ CENTS	$_____	$_____
203.25 M	SAND BACKFILL	CM	240	_____ DOLLARS AND _____ CENTS	$_____	$_____
206.02 M	TRENCH & CULVERT EXCAVATION	CM	14,614	_____ DOLLARS AND _____ CENTS	$_____	$_____
206.03 M	CONDUIT EXCAVATION & BACKFILL INCLUDING SURFACE RESTORATION	M	126	_____ DOLLARS AND _____ CENTS	$_____	$_____
206.04010011 M	PNEUMATIC EXCAVATION & BACKFILL OF TRENCHES	M	40	_____ DOLLARS AND _____ CENTS	$_____	$_____
207.20 M	GEOTEXTILE BEDDING	SM	3,985	_____ DOLLARS AND _____ CENTS	$_____	$_____
209.1003 M	SEED & MULCH – TEMPORARY	SM	11,355	_____ DOLLARS AND _____ CENTS	$_____	$_____
209.13 M	SILT FENCE – (TEMPORARY)	M	3,403	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 2 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
209.1701 M	DRAINAGE STRUCTURE INLET PROTECT, SILT FENCE – (TEMP)	M	360	_____ DOLLARS AND _____ CENTS	$_____	$_____
304.15 M	SUBBASE COURSE, OPTIONAL TYPE	CM	2,920	_____ DOLLARS AND _____ CENTS	$_____	$_____
304.60000017 M	FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	SM	9,702	_____ DOLLARS AND _____ CENTS	$_____	$_____
304.70000017 M	CHEMICAL STABILIZING AGENT FOR FULL DPETH RECLAM OF ASPHALT PAVEMENT	L	106,722	_____ DOLLARS AND _____ CENTS	$_____	$_____
304.90000017 M	AGGREGATE FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	MT	776	_____ DOLLARS AND _____ CENTS	$_____	$_____
402.017902 M	TRUE & LEVEL SUPERPAVE HMA, 70 SERIES COMPACTION	MT	675	_____ DOLLARS AND _____ CENTS	$_____	$_____
402.017912 M	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.017902	QU	34	_____ DOLLARS AND _____ CENTS	$_____	$_____
402.126202 M	12.5 F1 TOP COURSE HMA, 60 SERIES COMPACTION	MT	2,664	_____ DOLLARS AND _____ CENTS	$_____	$_____
402.126212 M	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.126202	QU	133	_____ DOLLARS AND _____ CENTS	$_____	$_____
402.196902 M	19 F9 BINDER COURSE HMA, 60 SERIES COMPACTION	MT	3,131	_____ DOLLARS AND _____ CENTS	$_____	$_____
402.196912 M	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.196902	QU	157	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 3 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
402.376902 M	37.5 F9 BASE COURSE HMA, 60 SERIES COMPACTION	MT	3,086	_____ DOLLARS AND _____ CENTS	$_____	$_____
402.376912 M	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.376902	QU	154	_____ DOLLARS AND _____ CENTS	$_____	$_____
407.0102 M	DILUTED TACK COAT	L	8,151	_____ DOLLARS AND _____ CENTS	$_____	$_____
490.10 M	PRODUCTION COLD MILLING	SM	4,686	_____ DOLLARS AND _____ CENTS	$_____	$_____
490.30 M	MISC. COLD MILLING OF BITUMINOUS CONCRETE	SM	248	_____ DOLLARS AND _____ CENTS	$_____	$_____
520.50140008 M	SAWCUTTING ASPHALT PAVEMENT	M	1,626	_____ DOLLARS AND _____ CENTS	$_____	$_____
552.16 M	EXCAVATION PROTECTION SYSTEM	SM	6,100	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.171116 M	GALV. STEEL END SECTIONS - PIPE (68mm x 13 mm CORR.) 375 mm DIA., 16 GA.	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.171216 M	GALV. STEEL END SECTIONS - PIPE (68mm x 13 mm CORR.) 450 mm DIA., 16 GA.	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.171316 M	GALV. STEEL END SECTIONS - PIPE (68mm x 13 mm CORR.) 525 mm DIA., 16 GA.	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 4 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
603.171416 M	GALV. STEEL END SECTIONS - PIPE (68mm x 13 mm CORR.) 600 mm DIA., 16 GA.	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.171614 M	GALV. STEEL END SECTIONS - PIPE (68mm x 13 mm CORR.) 750 mm DIA., 14 GA.	EA	4	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.171814 M	GALV. STEEL END SECTIONS - PIPE (68mm x 13 mm CORR.) 900 mm DIA., 14 GA.	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.171912 M	GALV. STEEL END SECTIONS - PIPE (68mm x 13 mm CORR.) 1050 mm DIA., 12 GA.	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.77 M	CONCRETE COLLAR	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.9812 M	SMOOTH INTERIOR CORR. POLYETHYLENE CULVERT & STORM DRAIN, 300 mm	M	1,900	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.9815 M	SMOOTH INTERIOR CORR. POLYETHYLENE CULVERT & STORM DRAIN, 375 mm	M	171	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.9818 M	SMOOTH INTERIOR CORR. POLYETHYLENE CULVERT & STORM DRAIN, 450 mm	M	31	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.9824 M	SMOOTH INTERIOR CORR. POLYETHYLENE CULVERT & STORM DRAIN, 600 mm	M	44	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 5 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
603.9830 M	SMOOTH INTERIOR CORR. POLYETHYLENE CULVERT & STORM DRAIN, 750 mm	M	795	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.9836 M	SMOOTH INTERIOR CORR. POLYETHYLENE CULVERT & STORM DRAIN, 900 mm	M	327	_____ DOLLARS AND _____ CENTS	$_____	$_____
603.9842 M	SMOOTH INTERIOR CORR. POLYETHYLENE CULVERT & STORM DRAIN, 1050 mm	M	112	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.070301 M	ALTER. DRAINAGE STRUC., LEACH BASINS, & MANHOLES	EA	20	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.0812-18 M	300mm DIA PVC INLINE DRAIN WITH 300mm GRATE	EA	16	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.1202-18 M	300mm DIA PVC DRAIN BASIN WITH 610 X 915 mm GRATE	EA	15	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.300203 M	RECT. DRAINAGE STRUCTURE **TYPE B** FOR #3 WELD FRAME	M	10	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.300303 M	RECT. DRAINAGE STRUCTURE **TYPE C** FOR #3 WELD FRAME	M	31	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.300311 M	RECT. DRAINAGE STRUCTURE **TYPE C** FOR #11 WELD FRAME	M	4.3	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.300411 M	RECT. DRAINAGE STRUCTURE **TYPE D** FOR #11 WELD FRAME	M	2	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 6 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
604.300691 M	RECT. DRAIN STRUC **TYPE F**; PARALLEL BAR #11 PCB FRAME	M	1.5	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.301111 M	RECT. DRAINAGE STRUCTURE **TYPE K** FOR #11 WELD FRAME	M	4	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.301190 M	RECT. DRAIN STRUC **TYPE K**; PARALLEL BAR #10 PCB FRAME	M	4	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.301911 M	RECT. DRAINAGE STRUCTURE **TYPE S** FOR #11 WELD FRAME	M	24	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.301990 M	RECT. DRAIN STRUC. **TYPE S**; PARALLEL BAR #10 PCB FRAME	M	31	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.302016 M	RECT. DRAINAGE STRUCTURE **TYPE T** FOR #16 WELD FRAME	M	2.1	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.302122 M	RECT. DRAINAGE STRUCTURE **TYPE U** FOR #22 WELD FRAME	M	3.3	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.302192 M	RECT. DRAIN STRUC **TYPE U**; PARALLEL BAR #12 PCB FRAME	M	4	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.311611 M	RECT. DRAIN STRUC **TYPE P**; ROUND OPTION FOR #11 WELD FRAME	M	2.1	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.4060 M	ROUND PRECAST MANHOLE TYPE 60	M	7.9	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.4072 M	ROUND PRECAST MANHOLE TYPE 72	M	2	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 7 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
604.4084 M	ROUND PRECAST MANHOLE TYPE 84	M	3.8	_____ DOLLARS AND _____ CENTS	$_____	$_____
604.4096 M	ROUND PRECAST MANHOLE TYPE 96	M	9	_____ DOLLARS AND _____ CENTS	$_____	$_____
605.0901 M	UNDERDRAIN FILTER, TYPE I	CM	160	_____ DOLLARS AND _____ CENTS	$_____	$_____
605.1001 M	UNDERDRAIN FILTER, TYPE II	CM	810	_____ DOLLARS AND _____ CENTS	$_____	$_____
605.1701 M	OPTIONAL UNDERDRAIN PIPE, 100 mm DIA.	M	4,413	_____ DOLLARS AND _____ CENTS	$_____	$_____
606.10 M	BOX BEAM GUIDE RAILING	M	38	_____ DOLLARS AND _____ CENTS	$_____	$_____
606.120201 M	BOX BEAM GUIDE RAILING, END ASSEMBLY, TYPE IIA	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
607.41010010 M	TEMPORARY PLASTIC BARRIER FENCE	M	270	_____ DOLLARS AND _____ CENTS	$_____	$_____
607.97000008 M	REMOVE AND RESET EXISTING FENCE	M	273	_____ DOLLARS AND _____ CENTS	$_____	$_____
608.0101 M	CONCRETE SIDEWALKS AND DRIVEWAYS	CM	47	_____ DOLLARS AND _____ CENTS	$_____	$_____
608.20 M	SURFACE APPLIED DETECTABLE WARNING UNITS	SM	17.3	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 8 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
608.020102 M	ASPHALT CONC. SIDEWALK, DRIVEWAYS & BICYCLE PATHS	MT	730.1	_____ DOLLARS AND _____ CENTS	$_____	$_____
606.0203 M	STONE CURB, GRANITE, (TYPE C)	M	251	_____ DOLLARS AND _____ CENTS	$_____	$_____
609.0401 M	CAST-IN-PLACE CONCRETE CURB TYPE VF150	M	642	_____ DOLLARS AND _____ CENTS	$_____	$_____
609.0407 M	CAST-IN-PLACE CONCRETE CURB TYPE T100	M	68	_____ DOLLARS AND _____ CENTS	$_____	$_____
610.10 M	COMPOST	CM	21	_____ DOLLARS AND _____ CENTS	$_____	$_____
610.14000011 M	STRUCTURAL SOIL	CM	40	_____ DOLLARS AND _____ CENTS	$_____	$_____
610.1403 M	TOPSOIL - LAWNS	CM	1,136	_____ DOLLARS AND _____ CENTS	$_____	$_____
610.1404 M	TOPSOIL – SPECIAL PLANTING MIX	CM	63	_____ DOLLARS AND _____ CENTS	$_____	$_____
610.1602 M	TURF ESTABLISHMENT - LAWNS	SM	11,355	_____ DOLLARS AND _____ CENTS	$_____	$_____
611.010113 M	PLANT MAJOR DECIDUOUS TREE SPECIES, AS SPECIFIED, BALLED AND BURLAPPED	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
611.010115 M	PLANT MAJOR DECIDUOUS TREE SPECIES, AS SPECIFIED, SPRING PLANTING	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 9 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
611.020113 M	PLANT MAJOR DECIDUOUS TREE SPECIES, AS SPECIFIED	EA	8	_____ DOLLARS AND _____ CENTS	$_____	$_____
611.030113 M	PLANT CONIFEROUS TREE SPECIES, AS SPECIFIED, BALLED AND BURLAPPED	EA	19	_____ DOLLARS AND _____ CENTS	$_____	$_____
611.040112 M	PLANT DECIDUOUS SHRUB SPECIES, AS SPECIFIED, BALLED AND BURLAPPED	EA	255	_____ DOLLARS AND _____ CENTS	$_____	$_____
611.050113 M	PLANT EVERGREEN SHRUB SPECIES, AS SPECIFIED, BALLED AND BURLAPPED	EA	4	_____ DOLLARS AND _____ CENTS	$_____	$_____
614.0111 M	CARE OF TREES UP TO 0.3 M DBH, PRUNING	EA	17	_____ DOLLARS AND _____ CENTS	$_____	$_____
614.0314 M	TREE REMOVAL UP TO 150mm DBH, STUMP GRUBBED	EA	16	_____ DOLLARS AND _____ CENTS	$_____	$_____
614.0324 M	TREE REMOVAL OVER 150mm TO 300mm DBH, STUMP GRUB.	EA	18	_____ DOLLARS AND _____ CENTS	$_____	$_____
614.0334 M	TREE REMOVAL OVER 300mm TO 450mm DBH, STUMP GRUB	EA	5	_____ DOLLARS AND _____ CENTS	$_____	$_____
614.0344 M	TREE REMOVAL OVER 450mm TO 600mm DBH, STUMP GRUB	EA	4	_____ DOLLARS AND _____ CENTS	$_____	$_____
614.0354 M	TREE REMOVAL OVER 600mm TO 900mm DBH, STUMP GRUB	EA	3	_____ DOLLARS AND _____ CENTS	$_____	$_____
615.03 M	WATERING VEGETATION	KL	26	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 10 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
619.01 M	BASIC MAINTENANCE & PROTECTION OF TRAFFIC	LS	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
619.27 M	MAILBOXES	EA	79	_____ DOLLARS AND _____ CENTS	$_____	$_____
620.04 M	STONE FILLING (MEDIUM)	CM	20	_____ DOLLARS AND _____ CENTS	$_____	$_____
623.12 M	CRUSHED STONE (IN-PLACE MEASURE)	CM	22.4	_____ DOLLARS AND _____ CENTS	$_____	$_____
624.0109 M	CONVENTIONAL FORMED OR MACH. FORM CONC. GUTTERS	SM	375	_____ DOLLARS AND _____ CENTS	$_____	$_____
625.01 M	SURVEY & STAKE OUT	LS	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
637.11 M	ENGINEER'S FIELD OFFICE – TYPE 1	MO	10	_____ DOLLARS AND _____ CENTS	$_____	$_____
637.26 M	RAIN GAUGE	DC	250	One DOLLARS AND Zero CENTS	$ 1.00	$ 250.00
637.34 M	OFFICE TECHNOLOGY & SUPPLIES	DC	7,000	One DOLLARS AND Zero CENTS	$ 1.00	$ 7,000.00
645.5101 M	GROUND MOUNTED SIGN PANELS WITHOUT Z-BARS	SM	5.6	_____ DOLLARS AND _____ CENTS	$_____	$_____
645.5102 M	GRND MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 2.78 SM WITH Z-BARS	SM	12.6	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 11 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
645.5202 M	GRND MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 2.78 SM WITH Z-BARS, HI-VIS SHEET	SM	10.1	_____ DOLLARS AND _____ CENTS	$_____	$_____
645.81 M	TYPE A SIGN POSTS	EA	64	_____ DOLLARS AND _____ CENTS	$_____	$_____
647.31 M	RELOCATING SIGN PANEL SIZE I (UNDER 2.8 SM)	EA	11	_____ DOLLARS AND _____ CENTS	$_____	$_____
647.61 M	REMOVE & DISPOSE SIGNS, GRND MOUNT TYPE A SIGN SUPPORTS & FOUNDATIONS - SIZE I (UNDER 2.8 SM)	EA	48	_____ DOLLARS AND _____ CENTS	$_____	$_____
655.0901 M	FRAME & GRATE 10 PCB (PARALLEL BAR TYPE)	EA	23	_____ DOLLARS AND _____ CENTS	$_____	$_____
655.0902 M	FRAME & GRATE 11 PCB (PARALLEL BAR TYPE)	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
655.0903 M	FRAME & GRATE 12 PCB (PARALLEL BAR TYPE)	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
655.1003 M	WELDED FRAME & GRATE 3 (RECTANGULAR)	EA	20	_____ DOLLARS AND _____ CENTS	$_____	$_____
655.1111 M	WELDED FRAME & GRATE 11 (RETICULINE)	EA	22	_____ DOLLARS AND _____ CENTS	$_____	$_____
655.1116 M	WELDED FRAME & GRATE 16 (RETICULINE)	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 12 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
655.1122 M	WELDED FRAME & GRATE 22 (RETICULINE)	EA	3	_____ DOLLARS AND _____ CENTS	$_____	$_____
655.1201 M	MANHOLE FRAME & GRATE	EA	11	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.0106 M	DUCTILE IRON CEMENT LINED WATER PIPE, 6 NPS	M	15	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.0108 M	DUCTILE IRON CEMENT LINED WATER PIPE, 8 NPS	M	479	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.0603 M	COPPER WATER SERVICE PIPE	M	55	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.0604 M	COPPER WATER SERVICE PIPE, 1 NPS	M	8	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.1006 M	RESILIENT WEDGE VALVE & VALVE BOX, 6 NPS	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.1008 M	RESILIENT WEDGE VALVE & VALVE BOX, 8 NPS	EA	9	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.1808 M	BOLTED SLEEVE TYPE COUPLING, 8 NPS	EA	8	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.2001 M	IRON WATER MAIN FITTINGS (3 NPS – 8 NPS)	KG	1,000	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.2108 M	WEDGE TYPE MECHANICAL RESTRAINT GLANDS, 8 NPS	EA	30	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 13 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
663.2308 M	POLYETHYLENE ENCASEMENT FOR WATER PIPE, 8 NPS	M	180	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.2503 M	WATER SERVICE CONNECTION	EA	11	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.2504 M	WATER SERVICE CONNECTION, 1 NPS	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.2603 M	CURB STOP AND CURB BOX, 3/4 NPS	EA	11	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.2604 M	CURB STOP AND CURB BOX, 1 NPS	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.31 M	RELOCATE EXISTING HYDRANT	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.33 M	ADJUST EXISTING VALVE BOX ELEVATION	EA	67	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.42 M	REMOVE & DISPOSE OF EXISTING WATER VALVE & VALVE BOX	EA	8	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.44 M	REMOVE & DISPOSE OF EXISTING WATER SERVICE CONNECTION	EA	13	_____ DOLLARS AND _____ CENTS	$_____	$_____
663.46 M	REMOVE & STORE EXISTING HYDRANT	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 14 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
680.5001 M	POLE EXCAVATION & CONCRETE FOUNDATION	CM	5	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.510301 M	PULLBOX - CIRCULAR, 600 mm DIAM, REINFORCED CONCRETE	EA	8	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.520508 M	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 3 NPS	M	143	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.520703 M	CONDUIT, RIGID PLASTIC, CLASS 1 OR 2, 1 NPS	M	14	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.54 M	INDUCTANCE LOOP INSTALLATION	M	191	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.602009 M	TRAFFIC SIGNAL POLE – SPAN WIRE, 20 KN LOAD, 9 METER MOUNT HEIGHT	EA	2	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.7001 M	SINGLE SPANWIRE ASSEMBLY	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.700603 M	RISER	EA	1	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.71 M	SHIELDED LEAD-IN CABLE	M	200	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.72 M	INDUCTANCE LOOP WIRE	M	551	_____ DOLLARS AND _____ CENTS	$_____	$_____
680.731914 M	SIGNAL CABLE 19 CONDUCTORS, 14 AWG	M	55	_____ DOLLARS AND _____ CENTS	$_____	$_____

SCHEDULE OF VALUES (page 15 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
680.80149305 M	NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED CONTROLLER & CABINET	EA	1	_____DOLLARS AND _____CENTS	$_____	$_____
680.810101 M	TRAFFIC SIGNAL MODULE – 300 mm, RED BALL, LED	EA	8	_____DOLLARS AND _____CENTS	$_____	$_____
680.810103 M	TRAFFIC SIGNAL MODULE - 300 mm, YELLOW BALL, LED	EA	8	_____DOLLARS AND _____CENTS	$_____	$_____
680.810105 M	TRAFFIC SIGNAL MODULE - 300 mm, GREEN BALL, LED	EA	8	_____DOLLARS AND _____CENTS	$_____	$_____
680.810601 M	TRAFFIC SIGNAL SECTION – POLYCARB., TYPE I, 300 mm	EA	24	_____DOLLARS AND _____CENTS	$_____	$_____
680.8112 M	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY	EA	2	_____DOLLARS AND _____CENTS	$_____	$_____
680.8114 M	TRAFFIC SIGNAL BRACKET ASSEMBLY - 4 WAY	EA	1	_____DOLLARS AND _____CENTS	$_____	$_____
680.8120 M	TRAFFIC SIGNAL DISCONNECT HANGER	EA	3	_____DOLLARS AND _____CENTS	$_____	$_____
680.90920001 M	ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS	EA	1	_____DOLLARS AND _____CENTS	$_____	$_____
680.95020815 M	SERVICE CABLE 2 CONDUCTOR NO. 08 AWG	M	55	_____DOLLARS AND _____CENTS	$_____	$_____

SCHEDULE OF VALUES (page 16 of 17)

(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
685.11 M	WHITE EPOXY REFLCTIZED PAVEMENT STRIPES – 0.51mm	M	4,965	_____ DOLLARS AND _____ CENTS	$_____	$_____
685.12 M	YELLOW EPOXY REFLCTIZED PAVEMENT STRIPES – 0.51mm	M	4,800	_____ DOLLARS AND _____ CENTS	$_____	$_____
688.01 M	WHITE PRE-FORMED REFLCTIZED PVMNT STRIPES	M	1,178	_____ DOLLARS AND _____ CENTS	$_____	$_____
697.03 M	FIELD CHANGE ORDER (5%)	DC	210,000	One DOLLARS AND Zero CENTS	$ 1.00	$ 210,000.00
698.04 M	ASPHALT PRICE ADJUSTMENT	DC	20,500	One DOLLARS AND Zero CENTS	$ 1.00	$ 20,500.00
698.05 M	FUEL PRICE ADJUSTMENT	DC	38,400	One DOLLARS AND Zero CENTS	$ 1.00	$ 38,400.00
698.06 M	STEEL PRICE ADJUSTMENT	DC	100	One DOLLARS AND Zero CENTS	$ 1.00	$ 100.00

SUBTOTAL (SUM OF PAGES TO THIS POINT): _____ DOLLARS AND _____ CENTS $_____

699.040001 M	MOBILIZATION (4% MAX.)	LS	1	_____ DOLLARS AND _____ CENTS	$_____	$_____

TOTAL BASE BID: _____ DOLLARS AND _____ CENTS $_____

Continue to next page for Alternate #1

SCHEDULE OF VALUES (page 17 of 17)

ALTERNATE #1
(UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
601.02000024 M	INTEGRALLY COLORED, HOT APPLIED, TEXTURED POLYMER WEAR SURFACE - COURSE AGGREGATE TYPE F2 CONDITIONS	SM	5,736	_____DOLLARS AND _____CENTS	$_____	$_____
697.03 M	FIELD CHANGE ORDER (5%)	DC	7,000	One DOLLARS AND Zero CENTS	$ 1.00	$ 7,000.00

SUBTOTAL (ALTERNATE #1 TO THIS POINT):_____DOLLARS AND _____ CENTS $_____

699.040001 M	MOBILIZATION (4% MAX.)	LS	1	_____DOLLARS AND _____CENTS	$_____	$_____

TOTAL ALTERNATE #1: _____ DOLLARS AND _____ CENTS $_____

END OF SECTION

TOMPKINS COUNTY FINANCE DEPARTMENT – PURCHASING
2nd FLOOR 125 E COURT ST., ITHACA, NY 14850

DECLINATION OF RESPONSE

If you are not responding to this solicitation, please indicate your reasons by checking any appropriate items below and returning this form to the above address. Your cooperation will be greatly appreciated.

We are not responding for this reason:

- ☐ Items or materials not manufactured by us or not available to our company.
- ☐ Our items or materials do not meet these specifications.
- ☐ Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of submittal.
- ☐ Incorrect address used. Our correct mailing address is:

  _____

  _____

  _____

- ☐ Other reason:_____

  _____

Please respond:

- ☐ We are unable to respond at this time but would like to continue to receive specifications.
- ☐ We are unable to respond and do not wish to receive notification of specification availability.

Bid/RFP Title: _____

Firm Name: _____

Address: _____

Signature: _____

END OF SECTION

GENERAL

A. Section 100, General Provisions, of the New York State Department of Transportation (NYSDOT) Standard Specifications of May 4, 2006, as amended to May 2, 2013, is made a part of the Bidding Documents. The NYSDOT Standard Specifications can be found on the NYSDOT website at:

https://www.dot.ny.gov/main/business-center/engineering/specifications/specs-repository/espec1-10-13metric.pdf.

C. Section 01005, Supplementary Conditions, adds to and modifies the General Conditions.

END OF SECTION

GENERAL

Section 01005 - Supplementary Conditions, adds to and modifies the General Conditions as follows:

A. If following the award of bid, the Owner or Engineer has a reasonable objection to the participation of any person(s) or entities in the project, for reasons which were not disclosed, or to which the owner was not aware, prior to the award of bid; the Owner has the authority to instruct the Contractor to replace the Subcontractors, person(s) or other entities with a substitute(s) acceptable to the owner, immediately and at no charge to Tompkins County. The Contractor shall accept all responsibility for any delays or increase in project costs as a result of such a circumstance.

Each bidder must inform himself fully of the conditions relating to the Project, the material required for the complete construction of the Project, and is required to complete the work specified for the consideration set forth in his Bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions set forth in the Contract Documents. Each Contractor, in carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other Contractor.

B. The words "shall," "should," and "may," as used in the contract documents, have the following meanings:

Shall - A mandatory condition. In the design, application, or location of devices, requirements having "shall" stipulations are mandatory. No discretion in following them is allowed.

Should - An advisable condition. Where "should" is used in relation to a provision, that provision is recommended, and normally is to be followed, but is not mandatory. Deviation from such provisions is permissible if, and to the extent, there is justifiable cause to do so.

May - A permissive condition. No requirement for design or application is intended.

C. **Delegation of Authority.** When references are made in these Specifications to New York State Standard Specifications of May 4, 2006, and Addenda, and terms in these Specifications refer to State, Department, Commissioner, Executive Deputy Commissioner, Comptroller, Division, Bureau Regional Director, or Chief Engineer, it shall be assumed that the Owner is implied. References to the Engineer or Inspector shall mean that the Engineer representing the Owner is implied.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

A. In accordance with 49 CFR 26.29, the Contractor shall include language in its subcontracts requiring payments to subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each Owner's payment for each portion of the Work.

B. To ensure that DBEs and other contractors are fully and promptly paid, the Contractor shall return retainage payments withheld from subcontractors no more than 30 days after the subcontractor's work is satisfactorily completed. The Contractor shall not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed. Any delay or postponement of payment among the parties may take place only for good cause, with prior written approval of the Owner.

C. The Contractor shall include language in its subcontracts providing that the Contractor and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

END OF SECTION

EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

GENERAL. Title 23 USC Section 140(a) requires the Secretary of Transportation to ensure non-discrimination in employment generated by Federally-aided construction by the inclusion of Equal Employment Opportunity provisions in the contract specifications. Those provisions are found in the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), which is incorporated into this proposal. Those provisions require the Contractor to comply with 41 CFR 60, the applicable portions of which are included in this contract. The New York State Department of Transportation is required to enforce those provisions on its Federally-aided construction contracts by 23 CFR, Part 230, Subparts A and D. Such enforcement shall include efforts on the part of the Department of Transportation to ensure that these provisions are included in, and enforced as part of, all contracts let by other agencies, including municipal subdivisions of the State, which are funded with Federal monies administered by or through the Department of Transportation. Such enforcement includes, but is not limited to, monitoring the Contractor's and Subcontractor's employment practices, requiring employment related reports to be filed by the Contractor in a timely manner on forms acceptable to the Sponsor and the Department, determining the Contractor's compliance with these provisions and taking such actions as authorized by law, rule, or regulation to enforce compliance by the Contractor. In the enforcement of those rules by the Department, the term Director means the Director of the Department's Office of Civil Rights.

Included in this contract are sections of 41 CFR 60 as required by regulation of the Office of Federal Contract Compliance Programs, and the US Department of Labor. The enforcement of those provisions is also the responsibility of the Office of Federal Contract Compliance Programs, separate and independent of the Department's enforcement responsibility.

TRAINING SPECIAL PROVISION. If this contract proposal includes the Training Special Provisions, the Contractor is required to comply with that provision as part of the Equal Employment Opportunity Requirements. The Training Special Provisions requires the Contractor to provide training to at least one minority or woman indentured apprentice or trainee. If the Contractor fails to meet the employment goals for minorities or women specified in these requirements, additional training of minorities and women will be required to satisfy the employment goals. No payment will be made for the training required of the Contractor under the Training Special Provision.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER. The Contractor will designate and make known to the Sponsor and the Department an Equal Employment Opportunity Officer (EEO Officer) who will have the responsibility for, and must be capable of effectively administering and promoting, an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

COMPLAINTS OF ALLEGED DISCRIMINATION. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his 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 his or her avenues of appeal.

ASSURANCE OF NON-DISCRIMINATION. The Sponsor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for award.

END OF SECTION

"Code of Federal Regulations"

Title 41 - Public Contracts, Property Management

Chapter 60 - Office of Federal Contract Compliance Programs

PART 60-1, OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS

Subpart A, Preliminary Matters; Equal Opportunity Clause; Compliance Reports

Sec. 60-1.1 Equal opportunity clause.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided for in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART 60-4, CONSTRUCTION CONTRACTORS, AFFIRMATIVE ACTION REQUIREMENTS

Sec. 60-4.2, Solicitations

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

(1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as set forth in the solicitations from which this contract resulted.

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women on each of its projects. The transfer of minorities or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(4) As used in this notice, and in the contract resulting form this solicitation, the "covered area" is the county where the contract is to be performed.

Sec. 60-4.3, Equal Opportunity Clauses

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (d) of these specifications. The goals set forth in the solicitations from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographic area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by

publicizing in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers of subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 (a) through (p)). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under sections 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific group of minority women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, an its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainer, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Sec. 60-4.5, Hometown Plans.

a. A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the Plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in ' 60-4.3 of this part, and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a Contractor is not participating in a Hometown Plan for a particular trade if it:

    1. Ceases to be signatory to a Hometown Plan covering that trade;
    2. Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
    3. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;
    4. Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
    5. Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
    6. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

b. Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Sec. 60-4.6, Goals and Timetables

The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as

applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where work is being performed.

Sec. 60-4.8, Show-Cause Notice

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, and contract clause, specification, or the regulations in this chapter, and if administrative enforcement is contemplated, the Director shall issue to the Contractor or Subcontractor a notice to show cause which shall contain the items specified in paragraphs (I) through (iv) of 41 CFR 60-2.2(c)(1). If the Contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes, where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): Provided, that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of the enforcement proceedings.
Sec. 60-4.9, Incorporation by operation of the order.

Sec. 60-4.9, Incorporation by Operation of the Order

By operation of the order, the equal opportunity clause contained in Sec. 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in Sec. 60-4.2 and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in Sec. 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

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 Filters.....2.2 to 13.5
Metal Lathers.....26.0 to 28.6
Operating Engineers.....25.6 to 26.0
Plumbers.....12.0 to 14.5
Iron Workers (Structural)..... 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 FOR FEDERAL AID PROJECTS - FHWA 1273

I. General .....
II. Nondiscrimination .....
III. Nonsegregated Facilities.....
IV. Payment of Predetermined Minimum Wage...
V. Statements and Payrolls .....
VI. Record of Materials, Supplies and Labor.....
VII. Subletting or Assigning the Contract.....
VIII. Safety & Accident Prevention.....
IX. False Statements Concerning Highway Projects.....
X. Implementation of Clean Air Act and Federal Pollution Control Act.....
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.....
XII. Certification Regarding Use of Contract Funds for Lobbying .....

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided for in 29 CFR 5.12:

   Section I, Paragraph 2;
   Section IV, Paragraphs 1, 2, 3, 4, and 7
   Section V, Paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the Contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the Contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal Aid construction contracts and to all related subcontracts of $10,000.00 or more)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) 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 Equal Employment Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 Owner, the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b The Contractor will accept as his/her 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 other on-the-job training."

2. **EEO Officer:** The Contractor will designate and make known to the Owner's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

b. In the event that the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 inspection of project sites to ensure 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 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 his 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 his avenues of appeal.

6. **Training and Promotion:**

a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best 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 Owner 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement

providing for exclusive referral failed to refer minority employees.) 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 Owner.

8. **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.

   a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and use DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA and/or Owner personnel offices.

   c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **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 completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of, the Owner, the SHA, and the FHWA.

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

      (1) The number 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;

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

      (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

10. The Contractors will submit an annual report to the Owner and the SHA 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. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal Aid construction contracts and to all related subcontracts of $10,000.00 or more)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal Aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provision of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age, or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000.00 or more and that it will retain such certification in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal Aid construction contracts exceeding $2,000.00 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its Subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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 employee's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The Owner's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rates, and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the Contractor or Subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D. C. 20210. The Wage and Hour 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.

d. The event the Contractor or Subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representative, 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. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe benefits:

a. Whenever the minimum wage rates prescribed in the contract for a class of laborers or mechanics include a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefits as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the Contractor or Subcontractor, as appropriate, does not make payments to a trustee or other third party person, he/she may consider as a 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.

4. Apprentice and Trainees (Programs of the U. S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any employee 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 listed in 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 determination for the work actually performed. Where a Contractor or Subcontractor 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-level hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or Subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided for 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training 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-level wage rate on the wage determination which provides for less than the full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or Subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate determination for the classification of work actually performed.

5. **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 the 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.

6. **Withholding:** The Owner shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor 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, as 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 Owner's contracting officer 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.

7. **Overtime Requirements:** No Contractor or Subcontractor contracting for any part of the contract which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraph 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any work week in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such work week.

8. **Violations:** Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any Subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor or 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:** The Owner shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENT AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):** The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each Subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types of 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Owner's resident engineer or agent in charge of the project a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), US Government Printing Office, Washington DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 231.

g. The Contractor or Subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the Owner, the SHA, the FHWA, or the DOL, 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 Owner, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. Effective May 22, 2007, FHWA no longer require the submission FHWA Form-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds."

2. At the Prime Contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each Subcontractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a total percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the Owner. 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. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the Prime Contractor.

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 on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The Contractor amount upon which the requirements set forth in paragraph 1 of Section VII 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 organizations resources (supervision, management and engineering services) as the Owner's 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 Owner's 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 Owner has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 635.108). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner's 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 USC 333).

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 the 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 USC 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, supplies, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions 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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635.119) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 USC 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or 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 knowing 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 not more that $10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid Construction contracts and to all related subcontracts of $100,000.00 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Pub. L 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Pub. l. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed on the date of contract award, on the US Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the Owner of the receipt of any communication form the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts and to all related subcontracts of $100,000.00 - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

i. 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 a 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.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders, and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier participant 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

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 my pursue available remedies, including suspension and/or debarment.

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

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 participation in this transaction 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.

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XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certified, 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 USC 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 his or her bid or proposal that he or she 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 PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

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 sub-region, 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.

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 he 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, he shall promptly notify the State Employment Service.

2. 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.

3. If, within 1 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.

4. 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.

END OF SECTION

Federal Wage Determination

(Contractor to pay the higher of NYS or Federal Wage Determinations)

County: Tompkins County in New York

Project Type: HIGHWAY CONSTRUCTION PROJECTS.

Construction Type: Highway

General Decision Number: **NY130024 02/22/2013 NY24**

Superseded General Decision No.: NY20120024

Date: February 22, 2013

The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related Acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-Bacon covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contract(s). (See 29 CFR 1.5 & 1.6(b))

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed through the Internet at: http://www.wdol.gov/dba.aspx.
Davis-Bacon wage determinations can be located quickly and easily by clicking on "New York" state and the pertinent General Decision Number under "Tompkins" County from the General Decision County Index.

END OF SECTION

FALL PROTECTION REQUIREMENTS

This project includes work that may require exposure of workers to risks associated with elevated work locations. By issuance of this Special Note, Contractors are on notice that the provision of fall protection for all workers, in full compliance with OSHA Part 1926, is mandatory on all Tompkins County contracts, including this contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, as required under Section 107-05 of the Standard Specifications.

The requirements of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this project shall include the following

1. All fall protection systems must meet the requirements of Part 1926, Subpart M.

2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the worker is continuously protected from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.

3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483 mm) or more, and no ramp, runway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.

4. Where scaffolds are necessary to provide temporary access to work areas, they must be in compliance with §1926.451. Scaffolds must include a top rail, mid rail and toe board in compliance with § 1926.451, on all open sides and ends. Personal fall arrest systems meeting the criteria of Part 1926 Subpart M are required to protect workers during installation and removal of the railings, and in situations where physical restrictions preclude installation of a standard railing.

5. Suspended scaffolds may be used for bridge painting, or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of § 1926.451. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection by means of safety nets, personal fall arrest systems, or other means meeting the criteria of Part 1926 Subpart M.

6. Fall protection is required for open sides or ends of floors or bridge decks, and for openings in floors or bridge decks as required in Part 1926 Subpart M. In no case shall a height of fall 6 ft. (1829 mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.

7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of Part 1926 Subpart M, with the lanyard attached to the boom or basket, as required by OSHA § 1926.556.

FALL PROTECTION REQUIREMENTS (continued)

8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection for all steel or concrete beams and other structural elements must be in place prior to erection to provide fall protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of Part 1926 Subpart M. During the initial connection of structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving member. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.

9. During the installation of bridge deck forms, either wood or stay-in-place corrugated metal (SIP), all workers must be protected from falls 6 ft. (1829 mm) or greater in height by means of personal fall arrest systems, safety nets, guardrail systems, or other means meeting the requirements of Part 1926 Subpart M. If the Contractor can demonstrate that using one of the conventional fall protection systems described in Subpart M would create a greater safety hazard or is not feasible, i.e. impossible to construct or would prevent the performance of the required work, an alternate system may be used. The Contractor must develop and implement a written fall protection plan meeting the requirements of § 1926.502.

10. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to the existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposure to fall hazards. It is equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where fall protection is required, the heights at which fall protection must be provided, type of protection, and provides the OSHA reference for that requirement.

Situation	Height requiring fall Protection	OSHA Reference
Scaffold	10 ft. (3048 mm)	1926.451(a)(4)
Scaffold - 45 in. (1143 mm) or less	4 ft.(1219 mm) to 10 ft. (3048 mm)	1926.452(a)(4)
Swinging Scaffold (Painter's Scaffold)	6 ft. (1829 mm)	1926.451(i)(8); must satisfy criteria in 1926.502
Impalement Hazard	Any exposure	1926.20(a)(1); P.L. 91-596 §5(a)(1)

FALL PROTECTION REQUIREMENTS (continued)

Situation	Height requiring fall Protection	OSHA Reference
Bridge Decks, unprotected sides & edges	6 ft. (1829 mm)	1926.500(b)(1)
Bridge Decks, form installation	6 ft. (1829 mm)	1926.500(b)(2)
Tall Steel Bridges	6 ft. (1829 mm)	1926.501(b)(1); 1926.502(c)
Formwork and Reinforcing Steel	6 ft. (1829 mm)	1926.501(b)(5)
Pre-cast Concrete Erection	6 ft. (1829 mm)	1926.501(b)(12)
Ramps, Walkways, and Runways	6 ft. (1829 mm)	1926.501(b)(7)
Aerial Lifts	All situations	1926.556(b)(2)(v); must satisfy criteria in 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft. (1829 mm)	1926. 501(b)(4)
Dangerous Equipment	All situations	1926.501(b)(8)
Any situation with potential for tripping, impalement or other severe hazard	Any height	1926.20(a)(1); 1926.28(a); P.L. 91-596 §5(a)(1)

END OF SECTION

ELECTRICAL SAFETY REQUIREMENTS

This proposal insert note contains policy and procedures for working near energized electrical systems. It is based on OSHA standards, the NYS High Voltage Proximity Act, and Highway Law. It applies to all operations in the contract that could cause employees or the vehicles or equipment they are operating to come into contact with or enter into dangerous proximity to energized electrical systems.

NEW YORK STATE HIGH VOLTAGE PROXIMITY ACT. The NYS High voltage Proximity Act applies to electrical systems carrying 600 volts or more and requires employers to:

- Ensure that employees are not placed in proximity to high voltage. Proximity is defined as within 10 feet (3.05 m) for voltages up to 50 kilovolts.
- Inform employees of the hazards and corresponding precautions when working near high voltage.
- Post warning decals on equipment regarding 10-foot (3.05 m) minimum clearance.
- Ensure that when an equipment operator is unable to assess clearances a "spotter' observes for clearance and directs the operator.
- Notify the utility at least 5 working days before any work begins which requires the utility to identify voltages and clearances, or to de-energize, insulate or relocate lines.

Failure to comply with any of the Act's provisions is a violation of law and a serious breach of safety policy and procedure. The Engineer in charge of the work under any contract where this Act applies will issue a stop work order.

GENERALPROCEDURES. Prior to the start of work where contact with energized electrical systems is possible, the Contractor shall identify energized lines or equipment and reference their location to prominent physical features. In addition, the Contractor shall mark the pavement beneath overhead lines with spray paint, survey tape, or with high visibility markers and shall maintain all marking-s during the period they are required.

The owners of the utilities shall be called upon to decide the need to de-energize or insulate the lines or for the need to otherwise protect the lines against accidental contact. The actual work of protecting the lines shall be carried out by their owners. Protection provided at the request of the Owner, with respect to utility facilities located within the highway right-of-way, shall be the sole financial responsibility of the utility. In addition, upon request, the utility at its sole expense shall provide necessary information concerning its high voltage facilities to the Owner and its contractors and subcontractors. Protection provided for the benefit or at the request of a contractor or subcontractor of the Owner shall be the financial responsibility of that contractor or subcontractor.

The location of electrical lines and the precautions and safeguards to be taken shall be discussed at pre-work safety meetings with all employees on the job. New employees will be informed of electrical hazards and proper procedures at the work site.

The Contractor shall identify and reference all potential electrical hazards and document such actions to the Owner's Engineer or other agent in charge of the construction contract as part of the Safety Plan for the project. Energized electrical lines or equipment shall be conspicuously marked and workers shall be reminded of their locations and the safeguards and precautions to be taken prior to beginning any nearby work that may cause the workers to approach electrical lines. New employees shall be informed of electrical hazards and proper precautions and procedures.

ELECTRICAL SAFETY REQUIREMENTS (continued)

REQUIREMENTS FOR SPECIALIZED WORK.

1. **Paving, Patching, Chip Sealing or Widening.** Prior to the start of each workdav high visibility markers or other devices approved by the Engineer shall be placed to mark the location of overhead wires. As an alternative, the pavement beneath overhead lines may be marked with spray paint or by other means approved by the Owner's Engineer or agent in charge of the construction contract. This requirement shall also apply to off-site areas used for contract purposes. The Contractor shall periodically patrol the work site to ensure that the markings are in place and shall replace any that are missing and shall maintain all markings in good condition. Supervisors shall discuss electrical safety with appropriate crew members at tailgate safety talks.

Spotters shall be positioned at the paver or widener to direct truck movement and observe for overhead wires. The spotter, drivers, operators, supervisor, and all employees shall be alert for overhead wires.

All trucks operating on the project, delivering materials, or delivering equipment to the site shall display warning decals regarding electrical contact. Independent truck drivers delivering materials or equipment shall be provided decals. Drivers shall be told about the presence and location of overhead electrical wires before beginning work, how they are marked, and the requirement for spotters. Trucks that have emptied their material shall not leave the paver until the box is in its full down position.

2. **Aerial Lifts, Cranes, Boom Devices.** Where there is potential for proximity or contact with energized lines or equipment, work shall not begin until a safety meeting is conducted and appropriate steps are taken to identify, mark, and warn against accidental contact. The supervisor shall review operations daily to ensure compliance.

Where the operator's visibility is impaired, spotters shall guide the operator. Hand signals shall be used and their meaning clearly understood between operator and spotter. When visual contact between the spotter and the operator is impaired, the spotter and operator shall be in two-way radio contact.

Aerial lifts, cranes, and boom devices shall have appropriate warning decals.

3. **Tree Work.** Wires shall be treated as live and high voltage until verified by the utility. Branches touching wires shall be removed by the utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, all work shall stop immediately and the utility shall be called.

When climbing or working in trees, pruners shall try to position themselves so that the trunk or limbs are between their bodies and electrical wires. Pruners shall not work with their backs toward electrical wires. A bucket truck is the preferred method of pruning when climbing poses a greater electrical contact threat.

Personal protective gear shall have appropriate di-electric characteristics needed for working near electricity.

4. **Traffic Signal Work.** Crews working near electrical lines or electrical equipment shall employ as appropriate the following precautions:

They shall request the utility to determine voltage and take appropriate action to render the work safe, and when working on or around Owner electrical systems shall:

ELECTRICAL SAFETY REQUIREMENTS (continued)

- Use rubber blankets, mats, gloves and other insulative equipment and tools specifically approved for such work by the Owner's Engineer or agent in charge of the construction contract or electrical inspector
- Use electrical test equipment to determine if equipment to be worked on is energized
- De-energize equipment, when possible, prior to working on the equipment

5. Building Electrical Work. Employees working on electrical systems for buildings shall be knowledgeable about and shall employ when appropriate OSHA Lock-Out/Tag-Out procedures to prevent exposure to unguarded electrical systems.

UNDERGROUND ELECTRICAL LINES AND EQUIPMENT. Before installation, excavation or subsurface exploration where there exists reasonable possibility of contacting any utility lines or equipment, the Underground Facilities Protective Organization (UFPO) shall be called, and a request made for identifying /marking their location(s).

When the UFPO is called, telephone operators will need:

- minimum of 2 working days notice prior to work beginning
- name of County, City, Village or Town
- name and number of street or highway marker
- nearest intersection at work site
- type of work
- date and time work is to begin
- caller's name, contractor/Owner name and address
- phone number for contact and special instructions

Utilities that do not belong to UFPO must be contacted separately. UFPO may not have a complete list of utility owners. The Town, City, or County is required to maintain this information and may have to be contacted.

Utilities discovered shall be marked before work begins. Supervisors shall periodically refer all workers who are subject to exposure, including new employees, to their location(s).

EMERGENCY RESPONSE. When working near electrical lines or equipment avoid direct or indirect contact. Direct contact is contact with any part of the body. Indirect contact occurs when part of the body touches or is in dangerous proximity to any object in contact with energized electrical equipment. Two assumptions should always be made: I) that lines are "live" (energized), and 2) that they carry high voltage. Electrical lines can only be considered "dead" when verified by the utility.

When there is any question about voltage and safe distance, the owner of the lines or equipment must be called in advance of work. As voltages increase, minimum clearances increase. Through arcing, injuries or fatalities may occur even if actual contact with high voltage lines or equipment is not made. Potential for arcing increases as voltage increases. Weather and contact with conductors such as tools can increase the possibility of becoming energized without contact.

ELECTRICAL SAFETY REQUIREMENTS (continued)

If any individual becomes energized, DO NOT TOUCH the individual nor anything in contact with the person. Call for emergency medical assistance and the utility immediately. If the person is no longer in contact, CPR, rescue breathing or first aid should be administered immediately, but only by a trained person. It is safe to touch the victim once contact is broken or the source de-energized. If a power line falls:

- Keep everyone at least 10 feet (3.05m) away
- Use flagging to protect motorists from fallen or low wires
- Call the utility, police, or fire department immediately
- Place "guards" around the area
- Do not attempt to move the wire(s)
- Do not touch anything that is touching the wire(s)
- Be alert to water or other conductors present.

Wires that contact vehicles or equipment will cause arcing, smoke and possibly fire. Occupants should remain in the cab and wait for the utility. If necessary to jump from a vehicle, leap with both feet as far away from the vehicle as possible, without touching the equipment. Jumping free of the vehicle is the last resort.

Crews shall have emergency numbers readily available. The numbers shall include local utility, police/fire and medical assistance.

END OF SECTION

CONSTRUCTION MANAGEMENT PLAN
HANSHAW ROAD RECONSTRUCTION - PIN 3753.25

INTRODUCTION

Reconstruction of County Road 109, Hanshaw Road is a locally administered, federal-aid project in the Town of Ithaca, Tompkins County, New York. Tompkins County, the Project Sponsor, has prepared this plan to detail how it intends to bid for and administer a construction contract in accordance with Federal Regulations and the New York State Department of Transportation (NYSDOT) Procedures for Locally Administered Federal Aid Projects (LAFA).

I. SUPERVISION OF PROJECT:

a. *Roles and Responsibilities*

1) Tompkins County Highway Division – Owner and Project Sponsor. The Project Sponsor is responsible for all aspects of Construction supervision and inspection with guidance from the New York State Department of Transportation (NYSDOT) Region 3 Construction Group, the Consultant Design Engineer, and the Construction Inspection Team. The Sponsor is responsible for paying the Contractor and Consultants, requesting funding source reimbursements, approving major modifications to the contract, acceptance of completed work, and maintaining project documentation and record keeping. A full-time employee of Tompkins County (likely Highway Division Associate Civil Engineer John Lampman, P.E.) shall be the Project Manager. The Project Manager shall meet with the NYSDOT Regional Local Projects Liaison (RLPL) prior to bidding to coordinate County and NYSDOT responsibilities, identify activities that may require special attention, and finalize project staffing and personnel contacts. Another full-time employee of Tompkins County, Associate Civil Engineer John Dolan, shall serve as part-time inspector.

2) New York State Department of Transportation (NYSDOT) – NYSDOT shall provide general project oversight, verifying compliance, spot-checking, and limited technical and administrative assistance. NYSDOT will conduct field visits and office reviews as assets allow. NYSDOT is the primary funding source for the project. The primary full-time, NYSDOT employees to be involved with construction shall be Rob Smith, the Job Construction Manager (JCM), Robert Short regarding EEO aspects, and Douglas Mills, P.E., the RLPL.

3) Construction Inspection (CI) Consultant – The engineering consultant shall monitor construction via daily, on-site inspection; documenting observations in a formal record for Tompkins County and NYSDOT; preparing monthly estimates for payment to the Contractor for work accomplished; and providing daily engineering expertise and decision making. The consultant will be retained and reimbursed in accordance with the "Procedures for Locally Administered Federal Aid Projects."

   23 CFR 635.123 requires inspections with a frequency appropriate for the work being performed. At no time will work be progressed without an inspector on sight to perform inspection activities. A field office will be provided at the project site.

   The project will be staffed by one full time Engineer-in-Charge (EIC) and one full-time (consultant employee) and one part-time (County employee) inspector. The EIC and inspectors shall monitor daily construction activities and be responsible for ensuring conformance with the contract plans and specifications. They shall complete Daily Reports of construction activities and progress, take measurements of all unit price items and compute areas and volumes of completed work, and monitor the execution of the project's maintenance and protection of traffic plan to assure the Contractor adheres to the contract

CONSTRUCTION MANAGEMENT PLAN
HANSHAW ROAD RECONSTRUCTION - PIN 3753.25

requirements. The EIC will develop and document estimates of completed work and prepare contractor payment requisitions. Project record shall be in accordance with the NYSDOT Manual of Uniform Record Keeping (MURK). All record keeping forms will be MURK forms.

The EIC shall routinely communicate with the Contractor's superintendent or supervisor and field personnel. (S)he shall ascertain and document in a Daily Report work in progress and work expected to be completed in the near future, work coordination issues, anticipated schedule changes, maintenance and protection of traffic issues, etc. The Contractor shall supply copies of material delivery tickets.

b. *Consultant and Funding* - The EIC and full-time inspector will be employees of the CI Consultant, retained and reimbursed in accordance with LAFA. The CI Consultant may be Fisher Associates (Fisher) of Rochester, New York, the Consultant Design Engineer. Fisher's selection for the design was based also on their ability to provide construction inspection, if needed. If Fisher were to perform these tasks, they would be included as a supplemental agreement to the design contract between Fisher and Tompkins County.

c. *Inspector Qualifications and Responsibilities* – The EIC and inspectors will be under direct supervision of a NYS Licensed Professional Engineer. Detailed resumes will be provided when employee identities are determined.

1) Off-site professional engineering support to assist field personnel

   i) Responsibilities – Responsible for performing the Construction Administration duties of the project such as reviewing, approving, or taking appropriate action on all Contractor submittals (construction schedules, phasing programs, shop drawings, product data, catalog cuts, Subcontractors, etc.)

   ii) Reports to County Project Manager.

2) Engineer-In-Charge (EIC)

   i) Responsibilities: Performing project Field Construction Administration and Inspection duties such as but not limited to:

      (a) Preparing and supervising the preparation of project inspection reports in accordance with MURK,
      (b) Review, approve, or take appropriate action on all Contractor field work,
      (c) Monitor the suitability of materials on site and brought to the site,
      (d) Holding biweekly construction coordination meetings and other necessary meetings throughout the construction of the project and supplying the Sponsor and NYSDOT with minutes upon completion of each meeting,
      (e) Preparing monthly estimates for payment to the Contractor,
      (f) Maintaining project records in accordance with MURK,
      (g) Comparing the weekly contractor work force with the Contractor's AAP35 submitted as part of the pre-award requirements, and
      (h) Coordinate independent testing firm schedules and acceptance of material certifications.

   ii) Reports to County Project Manager.

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3) Tompkins County Inspector, John Dolan, and other consultant inspectors

   i) Responsibilities: Performing the Construction Inspection/Administration duties of the project such as but not limited to:

      (a) Preparing inspection reports for the project in accordance to MURK,
      (b) Coordinate with the EIC to review, approve, or take appropriate action on all Contractor field work,
      (c) Monitor the suitability of materials on site and brought to the site,
      (d) Maintaining project records, and
      (e) Provide QA/QC on daily inspection reports.

   ii) Reports to project EIC.

d. *Chain of Command* - The project staff hierarchy is illustrated in the organizational chart below. The final determination for dispute resolution will rest with the County Highway Director.

II. Contract and Project Requirements

a. *Disadvantaged Business Enterprise (DBE) Goal* - **The contract has a 6% DBE participation goal.**

b. *Equal Employment Opportunity (EEO) Goals* - **The project EEO goals are 6.9% for women and 1.2% for minorities.**

c. *Permits* - Tompkins County has obtained General Stormwater (SPDES) and NYSDOT Highway Work (for detour) permits and copies of the permit conditions are provided in the Contract Documents. The Contractor will be required to complete all work in accordance with the requirements and conditions of the permits.

d. *Requirements of Utility Companies* - The affected utility companies have been notified of the project (NYSEG, Verizon, Windstream, Finger Lakes Technologies, Time Warner Cable, the Southern Cayuga Inter-municipal Water Commission (Bolton Point), the Village of Cayuga Heights, and the Town of Ithaca). The County's Project Manager will coordinate completion of relocations with the appropriate utilities prior to bidding. The Contractor will be required to coordinate with the utility companies for relocation work completed during construction.

e. *Commitments made to other municipalities, emergency service providers, schools, etc.* - No special commitments were made for this project. The Contractor will be responsible for keeping the Sponsor informed of construction activities that might impact the public, affected property owners, emergency providers, schools, and other key organizations. The Sponsor in-turn will inform the affected organizations. Contractor and Sponsor will coordinate these activities and notifications with the EIC.

f. *As-Built Preparation* - The Consultant will document any changes in work during the progression of construction and will prepare as-built plans for submission to Tompkins County and NYSDOT upon completion of work.

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III. Contract Administration

a. *Subcontractor Approval Process* –

1) The Contractor will submit a final list of Subcontractors and suppliers to be used on the project at the pre-construction meeting. The Sponsor's Project Manager will check to ensure that no Subcontractors or suppliers are on the NYSDOL's Debarred List.

2) The EIC will remind Contractors of the requirements of FHWA 1273.1.2 (contained in the Bid Proposal) which states that Contractors shall insert all of the stipulations of the contract into all contracts with their Subcontractors and that the prime Contractor is responsible for the compliance of all Subcontractors. Any Subcontract found lacking these stipulations will not be eligible for federal reimbursement.

b. *Change Order (Order-On-Contract – (OOC)) Process* –

1) The OOC process shall follow NYSDOT Standard Specifications, Metric Units, dated May 4, 2006 with all updates through date of project award (NYSDOT Standard Specifications) as modified by the Procedures for Locally Administered Federal Aid Projects, and this Construction Management Plan. Definitions such as significant, major and minor items, etc, will be as defined in the NYSDOT Standard Specifications.

2) Construction Administration will be progressed using Appia Construction Management software. OOCs will be processed using Order on Contract Forms contained within the Appia software. Change orders must provide sufficient explanation to document that work is:

   i) Necessary,
   ii) Consistent with the Design Approval Document,
   iii) Consistent with specifications, and
   iv) Within the scope and intent of the State and Local Agreement.

3) Change Orders are prepared and processed when it is necessary to:

   i) Change the project scope and/or limits,
   ii) Increase or Decrease any contract pay item(s),
   iii) Add new or modified pay items required to complete work according to the contract,
   iv) Adjust payment due to contract provisions, or
   v) Address significant material changes to the character of work, in kind or nature, from the original contract.

4) Change orders may be of two types.

   i) Change Orders approved **solely** by the **County** with prior notification to the RLPL **must** meet **ALL** of the following **conditions**:

      (a) Quantities and costs are determined to be in accordance with the contract provisions,
      (b) All changed work is within the contract limits and scope, and
      (c) Change order contains no other items of work.

   ii) Change orders that require **concurrence/approval** from the RLPL are all change orders that **DO NOT** meet the conditions of **sub-paragraph 4) i)** above.

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c. *Procedures to Ensure DBE Compliance*

1) The project has DBE compliance requirements and the Contractor is required to complete AAPHC-89 Part 1 and AAP-19c forms for approval for all DBE Subcontractors. AAPHC-89, Part 2 forms will need approval for all Subcontractors working on the project.

2) The Sponsor is responsible for monitoring the Contractor's performance in meeting the DBE requirements of the contract.

3) The Sponsor, with recommendations from the CI consultant, will report to the RLPL any significant revisions to the DBE Utilization Plan. Such revisions may include significant reductions of amounts of work scheduled for DBE performance or deletions or substitutions of a DBE firm. These reports will be accompanied by an amended AAPHC-89 (Part 1) D/M/WBE Utilization Worksheet and an AAP-19c Disadvantaged/Minority/Women's Business Enterprise Schedule of Utilization form.

4) DBE attainments are tracked based on DBE payments. Therefore, with each contractor payment request for the life of the project, the contractor will submit to the Sponsor an AAP-21LL, Prime Contractor Report of Contractor Payments, which is required for each DBE Subcontractor paid. Zero dollar amount AAP 21LLs may be required. RLPL will provide guidance. Digital copies of all Sponsor-approved AAP-21LLs will be sent to the RLPL.

5) Part of being paid includes timely submission of required support paperwork. Regardless of the month when physical work is completed, payment for that work is not due until all of the required support paperwork is submitted. Submission of the paperwork determines the month in which the work is completed and qualifies for payment.

d. *Procedures to Ensure EEO Compliance*

1) The Sponsor is responsible for monitoring the Contractor's performance in meeting EEO requirements. The EIC will be the Sponsor's representative in gathering required EEO information.

2) The EIC will interview the Contractor's EEO officer to ensure that the Contractor is fully familiar with the Code of Federal Regulations, Title 41, Chapter 60, 60-1.1, Equal Opportunity Clause and 60-4, Construction Contractors, Affirmative Action Requirements; and FHWA 1273.III, Non-segregated Facilities; all of which are included in the Bid Proposal. The EIC will monitor the Contractor's compliance with these requirements.

3) The EIC will compare the weekly contractor work force with the Contractor's AAP-35 submitted as part of the pre-award requirements. If necessary the EIC will provide a weekly written notice to the Contractor identifying where the Contractor is failing in goal attainment plan as outlined in the AAP-35. The Contractor will immediately respond in writing outlining his proposed corrective actions. Digital copies of all correspondence will be supplied to the Sponsor and the RLPL. The written notice will be incorporated into the pertinent progress meeting minutes.

4) The Sponsor will digitally submit the AAP-33D, Employment Utilization Worksheet, for the previous month to the RLPL at each payment request.

5) The annual FHWA 1391, Federal-Aid Construction Contractor's Annual EEO Report, will cover the payroll period from July 22 to July 28, 2012. The Sponsor will submit this report to

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the RLPL no later than August 17. If no work is done during that period, an FHWA 1391 form stating "No Work" will be submitted to the RLPL.

6) There is no training requirement for this project.

e. *Wage Rate Compliance Procedures*

1) The Contractor will be required to submit certified payroll records on a weekly basis. This requirement will be a condition of payment to the Contractor.

2) The EIC will audit the Contractor's Certified Payroll reports on a weekly basis and will conduct wage rate interviews with the Contractor's labor force at a frequency that matches the Contractor's payroll frequency. The statement of compliance as required by FHWA 1273.V.2, Statement and Payrolls – Payroll Records, will be strictly enforced. Certified Payroll reports with original signatures shall be maintained by Tompkins County.

3) The EIC will compare the actual pay rates and supplemental benefits paid to the labor force to the State and Federal Wage rates published in the Bid Proposal. The Contractor will be advised immediately, in writing, copy the Sponsor and the RLPL, if there is a violation of this contract requirement, and will have one week to rectify the disparity.

f. *Procedures to Ensure Worker Safety*

1) The EIC will have the Contractor's and Subcontractor's site specific safety plans on file prior to the start of any work. The EIC will ensure that the Contractor has on site at all times at least one person skilled in safety and health procedures and familiar with state and federal safety and health regulations, whose responsibility it will be to monitor methods and procedures.

2) The Contractor will have a person at the pre-construction meeting skilled in safety and health procedures who is familiar with state and federal safety and health regulations. If the EIC determines that this person possess the necessary skills and qualifications to review all safety plans and procedures that will be employed by the Contractor, the EIC will approve this person as responsible for monitoring methods and procedures during the conduct of project work.

3) The EIC-approved Contractor individual responsible for safety and health will provide the EIC with a list of **alternate** Contractor personnel skilled in safety and health procedures and familiar with the regulations. In the absence of the EIC-approved individual, at least one of the alternate individuals will be on site and responsible for safety and health during construction activities. This alternate list will be provided to the EIC when the field office is being placed.

4) MURK 1C provides safety guidance.

5) All workers will be required to complete the OSHA 10-hour construction safety training. Documentation of this training for all on-site Contractor and Sub-contractor personnel shall be supplied to the EIC and kept in the Project Files.

6) All workers will wear High-Visibility apparel meeting the requirements of ANSI 107 Class 2 during construction within the project limits. Steel-toed shoes and other appropriate Personal Protective Equipment will be required of all personnel on-site.

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g. *Claim and Dispute Resolution Procedures*

1) The contract utilizes the AIA A201-1997 General Conditions of the Contract for Construction as revised by the Procedures for Locally Administered Federal Aid Projects and this Construction Management Plan. Claim and Dispute Resolution Procedures will follow those specified in said document as modified by the Procedures for Locally Administered Federal Aid Projects and this Construction Management Plan to settle claims and disputes.

2) The EIC will organize and coordinate the dispute resolution process per the Contract Documents and Specifications. The Sponsor will notify the RLPL immediately of any Contractor-filed claim or dispute. Sponsor will make the final finding upon the recommendation of the Project Manager after coordination with the RLPL. The RLPL will not play the role of arbitrator or mediator.

3) Costs to settle work disputes, contract claims, or court awards will be reviewed and approved by NYSDOT prior to reimbursement.

h. *Scheduling and Time Extensions*

1) The Contractor will be required to provide a work schedule within 5 days prior to the commencement of work. The EIC will review this schedule and monitor the Contractor's compliance with this schedule. If the Contractor does not progress the work at the rate proposed, the EIC will advise the Contractor in writing (with pdf copy by email to RLPL and Sponsor) of failure to comply with the schedule. The Contractor will provide an updated schedule within 3 working days of notification indicating the means that to be used to guarantee the completion of the project on time. The Sponsor and the RLPL will always be provided with approved updated schedule changes.

2) No extensions of time will be allowed unless:
   - Specifically negotiated under Section 105-14, Dispute Work and Dispute Resolution Provisions
   - Prior notification to RLPL has been provided with reasonable time to respond

3) ALL time extensions that move the contract into the next construction year will be approved by the RLPL.

i. *Record Keeping and Record Retention Procedures*

1) The project will be administered and monitored using the NSYDOT Manual of Uniform Record Keeping (MURK). The EIC will complete daily logs and any special daily reports included in the NYSDOT Construction Inspection Manual (CIM), including structural concrete and asphalt paving reports.

2) All project records to include "Source documents" will be secured in the Engineers' Field Office at all times when not required for field activities. (For example at the end of the workday or when there is no project work being conducted such as holidays or weekends.) Project records will never be stored in vehicles or locations off the project limits.

3) Upon completion of the project, all documents will be catalogued and copied. The County will retain original documents. Close out materials requested by the NYSDOT RLPL will be provided. Record retention is the responsibility of the Sponsor as per Chapter 15 of the LAFAP Manual.

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IV. Construction Inspection

Construction supervision and inspection is the responsibility of the Sponsor. The Consultant through the Sponsor/Consultant Agreement, or Sub-Consultants procured by the Consultant, will perform primary inspection activities including provision of the EIC and another inspector. The Sponsor will also provide one inspector.

a. *Inspection Plan*

1) The EIC will be responsible for ensuring conformance with the contract plans and specifications. Assisted by project Inspectors, the EIC will:

   i) develop and document quantities of completed work to prepare monthly Contractor payment estimates.

   ii) monitor daily construction activities of the Contractor for conformance with the contract plans and specifications

   iii) take measurements of all unit price items and compute areas and volumes of completed work; and

   iv) monitor the execution of the project's work zone traffic control plan to ensure the Contractor adheres to the contract requirements

2) At any time there is contract work being performed, the EIC or an Inspector will be present to oversee, measure, and document the work being accomplished.

b. *Quality Control/Quality Assurance Plan*

Quality Control is the responsibility of the Contractor. Quality Control personnel will monitor, assess, adjust, test, inspect and take corrective actions as necessary to ensure quality of the final product. This will include, but not be limited to, plant testing and aggregate and stockpile testing.

Quality Assurance on the project is the responsibility of the Sponsor. The Consultant EIC is the Sponsor's representative responsible for Quality Assurance. Quality Assurance personnel will verify by sampling, testing, inspecting and documenting work and reviewing plant certifications to ensure compliance to include but not limited to NYSDOT Standards and Specifications, Materials Methods, Materials Procedures, and appropriate Geotechnical Specifications. On behalf of the County, the consultant will provide Quality Assurance testing on and off the project site as required by NYSDOT Standards and Specifications and Contract Documents. With timely prior coordination through the NYSDOT Regional Materials Department it may be possible that NYSDOT assets could perform some of the required tasks. This assistance would have to be at no added expense to the NYSDOT.

The County's Project Manager will make periodic visits to the jobsite to ensure that work is being completed in accordance with NYSDOT Standards and Specifications and Contract Documents. These visits will be annotated in the project records. Such notation will provide supporting documentation for reimbursement for Sponsor personnel time expenditures in support of the project.

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c. *Material Testing Procedures*

On behalf of the County, the consultant will provide for material testing and acceptance. All testing will either be completed by the consultant personnel or by an independent testing laboratory procured by the consultant. The consultant is responsible for coordination of services with the independent testing laboratory. Personnel assigned to perform Quality Assurance plant testing will submit a resume addressing at a minimum certifications held and plant inspection experience to include such things as years of experience, on the job training experience, recent actual project experience, etc. The consultant will review the resume and provide a recommendation to the Sponsor. The Sponsor will indicate his approval or disapproval and notify the RLPL. Disapproval at any level will be remedied prior to passing resume forward. See Exhibit A for a breakdown of the specific items to be tested and the methods for obtaining them.

d. *Shop Drawing Approval Process*

Shop drawing review will be the responsibility of the design engineer, Fisher Associates. The review time will be as allowed by the Specifications and/or Contract Plans for the subject item. Shop drawing approval is only for general conformance with the design concept of the Project and the information in the Contract Documents and does not modify the Contractor's duty to comply with the Contract Documents.

V. Coordination with Others

a. *Anticipated efforts to ensure compliance with permits*

The EIC will notify all permitting agencies of the schedule of each project. No work will be progressed prior to the full execution of any permit. The EIC will monitor work and ensure that it complies with all applicable permits and regulations.

b. *Anticipated efforts to coordinate with affected utility companies*

The County Project Manager will coordinate completion of overhead and underground utility relocations that can be performed prior to bidding with the appropriate utilities. Following award of bid, the Contractor will be required to coordinate with the affected utility owners (NYSEG, Verizon, Finger Lakes Technologies, Windstream, Time Warner Cable, the Village of Cayuga Heights, and the Town of Ithaca) and to notify them prior to the start of construction. The Contractor's work includes replacement and maintenance of municipal water and sewer mains. There are no railroads within the project limits.

c. *Anticipated efforts regarding coordination with other municipalities, emergency service providers, schools, etc*

The Contractor will be responsible for keeping the Sponsor informed of construction activities. The Contractor, EIC, and the Project Manager will be responsible for keeping the public, affected property owners, and key organizations apprised of road closure and construction activity. Dates of road closures will be published on signs at the site, in local newspapers, and on the County web-site. Affected schools, police, fire departments, and ambulance companies, among other affected organizations will be notified by fax. The Project Manager will coordinate these notifications in close cooperation with the Contractor.

d. *Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design*

There are no unfulfilled commitments made in the Design Approval.

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e. *Anticipated effort to address all special requirements*
There are no Special requirements outside the PE, Design, or Construction phases that require documentation.

VI. CLOSE-OUT, RECORD RETENTION, AND APPLICABLE FEDERAL REQUIREMENTS

a. *Contract Acceptance and Closeout Procedures*
The project closeout will be the responsibility of the Project Manager. The EIC and the Project Manager will inspect the project for completeness with the Contractor. The point of the inspection will be to:

- Determine whether work was in compliance with Contract Documents,
- Identify any deficiencies that need to be corrected,
- Determine the anticipated contract acceptance date, and
- Determine if there was excess property acquired that is dispensable.

The EIC shall verify that all outstanding issues are resolved and all uncompleted work agreements are closed out. The Contractor shall submit required contract closeout information to the County. This information shall include at a minimum:

- Contract Final Acceptance by the Sponsor;
- Consent of Surety Company to Final Payment (AIA-G707);
- Contractor's Affidavit of Release of Liens (AIA-G706A);
- Contractor's Affidavit of Payment of Debts (AIA-G706);
- Affidavit, General Release, & Waiver of Lien from Subcontractors;
- Form CONR 193 *Material Certification*;
- Final Agreement between the Sponsor and the Contractor;
- Final Form AAP-33LL *Employment Utilization Report*;
- Final Form AAP-21LL *Contractor Report of Contract Payments*;
- Confirmation that all change orders and extensions of time were processed; and
- Releases for any Uncompleted Work Agreements.

In addition, the County will document 1) acceptance of the work, 2) agreement between the County and Contractor concerning the final contract items and quantities, and 3) confirmation that all change orders and extensions of time were processed. (An FHWA-47 will not be required for this project since the road is not part of the National Highway System.) The County shall also notify the RLPL that a final inspection can be performed.

After approval by all parties, the Final Payment will be completed by the contractor and submitted to the EIC so that final payment can be made.

The RLPL will be notified and the sponsor will provide all required close out information so that the State/Local Agreement can be closed. In order to begin closeout of the State/Local Agreement, the RLPL will verify that Final Inspection and Final Acceptance are complete and that

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the County has complied with all Federal Requirements. The RLPL shall recommend reimbursement for the Federal portion of all acceptable work.

b. Audit

Tompkins County shall comply with the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Federal Single Audits. It shall submit the Federal Single Audit report to the NYSDOT Contract Audit Bureau not later than one (1) month after it is issued, but not more than nine (9) months after the end of the County's fiscal year in compliance with LAFA requirements. The County's fiscal year ends on December 31.

c. Record Retention

All project records shall be retained in accordance with "Appendix A" standard Clauses for all New York State contracts for a period not less than seven (7) years from project completion and final payment by NYSDOT. Since reimbursement of the federal portion of the contract amount is dependent upon the original verified documents, these documents shall be carefully maintained, recorded, and then transferred to safe, adequate storage after the contract is completed.

d. Applicable Federal Requirements

The following federal standards are referenced and apply to the administration of this project.

(1) Federal-Aid Policy Guide (find at: www.fhwa.dot.gov/legsregs/elecdirs.htm)

(2) OMB Circular A-133 - Audits of Municipal Federal-Aid Projects and Grants

(3) 23 CFR Part 635 - CONSTRUCTION and MAINTENANCE, which prescribes policies, requirements, and procedures relating to Federal-Aid highway projects, from the time of authorization to proceed to the construction stage, to the time of final acceptance by the FHWA, and

(4) 41 CFR Part 60-1 - Obligations of Contractors and Subcontractors and Part 60-4 - Construction Contractors--Affirmative Action Requirements.

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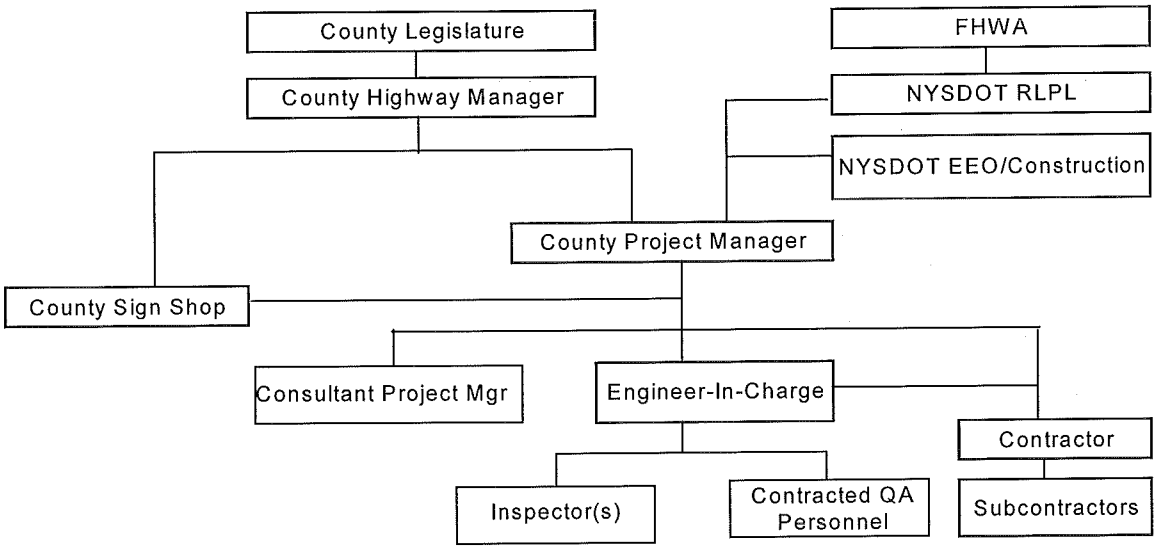
Project Construction Staff Organizational Chart



Recommended By:

_____
Tompkins County Highway Division Date

Approved By:

_____
RLPL Date

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Exhibit A

The only NYSDOT contact person is the RLPL. Any reference material that directs contact with NYSDOT organizations or persons outside of the Region 3 Local Programs Unit RLPL will be changed to read "RLPL".

The inspection Consultant, on behalf of Tompkins County, will provide for materials testing, acceptance, documenting and advising the Sponsor and sub-consultant testing entities on specification issues. The Sponsor and RLPL will be informed of any issues. With advance coordination through the RLPL, the Region 3 NYSDOT Materials Units may be able to assist with Quality Assurance testing. Supplies required for Quality Assurance testing procedures will be supplied by the Consultant. This includes but is not limited to sampling containers and concrete cylinder molds. Contractor supplied lab facilities will be available for Quality Assurance testing. In the event NYSDOT personnel perform Quality Assurance testing, NYSDOT will not be held liable for the quality of the material.

The EIC must ensure and document that the plant scale certification has not expired at the time of the material production. The NYSDOT checks and certifies plant scales every **90 days**. This information can be obtained from the NYSDOT web site or the RLPL.

The Quality Assurance tester and the EIC must ensure that the batch plant controls are set to the Job Mix Formula for current Fineness Modulus prior to batching the concrete. This information must be documented for each day for each item of concrete production. Copies of all Job Mix Formulas applicable for the project will become part of the project files.

References (Not all inclusive)

- Manual For Uniform Record Keeping, Current Edition, MURK Part 2-A, Materials Inspection Manual, (MURK Part 2-A)
- Manual For Uniform Record Keeping, Current Edition, MURK Part 1-B, Construction Inspection Manual Part 1-B, (Murk Part 1-B)
- Materials Method (MM) .....
- Materials Method New York (MM NY).....
- Materials Procedures (MP)
- NYSDOT Approved Suppliers and Materials Lists
- Standard Specifications, Metric, May 4, 2006 (Standard Specifications)
- Region 3 PCC and HMA Procedures

Concrete General (Not All Inclusive)

- Concrete suppliers for the project will be NYSDOT approved facilities.
- Haul Units will be NYSDOT certified and will bear a Blue Seal for 2011 certifications.
- A list of proposed suppliers, **plant specific** will be provided at the Pre-Construction Meeting. Changes will be reported immediately to the Consultant by phone and email.
- Quality Assurance testers will be approved based on the Resume process spelled out in IV.b above.
- The Consultant will complete compressive cylinder testing.

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NOTE: The Contractor will notify the plant No-Later-Than 3:00 PM the business day before the concrete pour. The Contractor will specifically inform the plant that the material is "**State Specifications**". Please see the attached PCC production notification form.

Concrete Plant (Not All Inclusive)

- MURK
- MM 9.1 Plant Inspection of Portland Cement Concrete
- Standard Specifications
- The frequencies per MM 9.1 for tests, checks and record keeping with daily being the minimum for each day production. Any plant certifications for small quantities (<= 25 CY) will be prearranged through the Sponsor with concurrence from the RLPL.

QC Testing completed by Contractor
QA Testing completed by NYSDOT

Concrete Field (Not All Inclusive)

- MURK
- MM 9.2, Field Inspection of Portland Cement Concrete, 3/23/2002
- Standard Specifications
- The frequencies per MM 9.2 for Control Series and Cylinder Series will be followed. Basically 1 set of **Control Series** for each structural component and every 50 CY thereafter and 1 set of **Cylinder Series** for each Structural Component and every 200 CY thereafter.
- Concrete strength results required prior to 28 day period will be recommended by the Consultant, approved by the Sponsor with RLPL concurrence. Additional Cylinder Series testing requirements will be required and the Consultant will provide the support supplies.
- Each delivery vehicle bears the NYSDOT certification. Random inspections by the EIC would be appropriate and documented.
- Document the additions of water completely to include but limited to quantities and mixing revolutions.

QA Testing completed by the Consultant

Pre-cast Concrete Plant (Not All Inclusive)

- MURK
- MP 5.4 Preparing and Processing Fabrication Drawings for Pre-cast Concrete Products 12/2005
- Part-time Inspection at Plant
- MP 9.2 Pre-cast Concrete QC/QA Procedures, 9/2009
- Standard Specifications

QC Testing completed by Contractor
QA Testing completed by NYSDOT

Pre-cast Concrete Field (Not All Inclusive)

- MURK
- MP 5.4 Preparing and Processing Fabrication Drawings for Pre-cast Concrete Products 12/2005
- MP 9.2 Pre-cast Concrete QC/QA Procedures, 9/2009
- Standard Specifications

QA Testing completed by the Consultant

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Pavement General - Super pave HMA 80 Series (Not All Inclusive)

- Pavement suppliers for the project will be NYSDOT approved facilities.
- A list of proposed suppliers, **plant specific** will be provided at the Pre-Construction Meeting. Changes will be reported immediately to the Consultant by phone and email.
- Contractor will provide the Consultant with a Quality Control Plan which serves as the official agreement for the production of the HMA. This plan will be recommended for approval by the Consultant to the Sponsor who will request concurrence from the RLPL. Allow at least 21 business days prior to production for this process. The plan must outline all Quality Control activities performed in producing the HMA.
- Quality Control testing is performed with results provided to the EIC to be included in the project files.
- Quality Assurance testers will be approved based on the Resume process spelled out in IV.b above.
- All quantities of HMA courses require QC/QA plant volumetric testing.
- Production lots are less than 500 tons therefore Plant Certifications are allowed unless the Sponsor with a recommendation from the Consultant and concurrence from the RLPL notifies the Contractor that Quality Assurance testing will be performed.
- **NOTE**: The Contractor will notify the plant No Later Than 3:00 PM the business day before paving. The Contractor will specifically inform the plant that the material is "**State Specifications**". Please see the attached HMA production notification form.

Pavement Plant (Not All Inclusive)

- MURK
- MP 401 dated June 2010 Quality Control and Quality Assurance Procedures for Hot Mix Asphalt Production
- Standard Specifications
- Quality Assurance testing samples will always be of a quantity to allow for split dispute resolution testing.
- Frequency and material tested is defined in MP 401.

QC Testing completed by Contractor
QA Testing will be performed by NYSDOT

Pavement Field (Not All Inclusive)

- MURK
  - Tack Coat Truck will be certified per Standards and Specifications Section 407 and documented by EIC

QA Testing will be performed by the Consultant

Aggregates General

- Plant aggregates are tested per the applicable methods for the item being produced.
- Stockpiles of items for construction will be tested per the Geotech Methods described for the item.

QC Testing completed by Contractor
QA Testing completed by the Consultant

END OF SECTION

SAMPLE FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
(Name of Contractor)

_____
(Address)
(hereinafter called the "Principal") and the

_____
a corporation created and existing under the laws of the State of _____ having its principal office in the City of _____ (hereinafter called the "Surety") are held and firmly bound unto the County of Tompkins (hereinafter called the "County"), in the full and just sum of

[*Total Contract Bid Price* Dollars *($.....)*]

good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done the said Principal binds itself, its heirs, executors, administrators or assignees and the said Surety binds itself, its successors or assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain written contract (Contract No. H375325A) on the ____ day of _____, 20____, with the County of Tompkins, 125 East Court Street, Ithaca, New York, 14850.

(Project Description)_____

_____

_____

_____

_____

_____

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall well, truly and faithfully perform the work in accordance with the terms of the contract and as said contract may be modified or amended, and with the plans and specifications, and will commence and complete the work within the time prescribed in the contract, and shall protect the said County against, and pay any excess of cost as provided in said contract, and all amounts, damages, costs, and judgments which may be recovered against the County or its officers or agents of which the County may be called upon to pay to any person or corporation by reason of any damages, direct or indirect, arising or growing out of the doing of said work, or from the negligence, nonfeasance, misfeasance or malfeasance of any officer, agent

or employee of the County thereof, or suffered or claimed on account of said public works contract during the time thereof or the manner of doing the same, or the neglect of the said Principal, or its agents, or servants, or the improper performance of the said work by the said Principal, or its agents, or servants, or from any other cause, then this obligation shall be null and void, otherwise to remain in full force and virtue.

In the event of a failure of performance of the contract by the Principal, which shall include, but not be limited to, any breach or default of the contract by the Principal, or in case said contract is forfeited by the Principal in the manner provided for in the contract and the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the County, has the option to either remedy the default, or breach or forfeiture of the Principal or take charge and fully perform and complete the work, mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof and as may be amended, at its own expense. The procedure by which the Surety undertakes to discharge its obligations under the bond shall be subject to the advance written approval of the County. If the Surety completes the contract, it shall be paid for the actual items of work performed in accordance with the Principal's contract terms and prices. In this event the Surety assumes the rights and obligations of the Principal.

It shall be the duty of the Surety to give unequivocal notice in writing to the County, within forty-five (45) days after receipt of written notice from the County to the Surety, of the Surety's election to remedy default(s) or breach(es) or forfeiture(s) promptly or to perform and fully complete the contract promptly as provided herein, time being of the essence of this bond. In said notice of election, the Surety shall state the date on which the remedy or performance shall commence. During the period between the County's notice and Surety's performance of the contract or remedy of the default, breach or forfeiture, the Surety shall be liable for and agrees to pay any and all reasonable and necessary costs as determined by the County to maintain the contract site safe and convenient to the public. It shall also be the duty of the Surety to give prompt notice in writing to the County upon the completion of the remedy and/or correction of each breach or default or completion of the contract. The Surety shall not assert solvency of its Principal or its Principals denial of default as justification for its failure to give notice of election or for its failure to promptly remedy the breach or default or to complete the contract.

In the event the Surety shall fail to exercise either option or to act promptly then the County shall give ten (10) days notice of such failure, both to Principal and Surety, and after the expiration of the 10 days the County may cause the work to be

completed pursuant to Section 40 of the Highway Law, and the Surety and the Principal shall be jointly and severally liable for the amount of excess cost of completing the contract work beyond the amounts remaining for this contract adjusted for the work actually performed. When the cost of completion of performance by the Obligee is estimated, the Principal and Surety shall pay, free from all liens and encumbrances, the County determined estimated completion costs above the funds remaining for this contract, to the County within 30 days of receipt of the estimate. Adjustment of the County's estimated completion cost will be made upon the County's final acceptance of the work and appropriate refunds, if any, will be promptly made to the Surety. Any actual costs in excess of the estimated price shall be paid to the County promptly on demand. Additionally, Principal and Surety shall be liable for any applicable liquidated and/or engineering costs or damages.

In addition, the said Principal and Surety further agree, as part of this obligation, to pay all damages of any kind to person or property that may result from a failure in any respect to perform and complete said contract including, but not limited to costs necessary to protect the traveling public or to avoid inconvenience to the traveling public, (liquidated damages as provided above) all repair and replacement costs necessary to rectify construction errors, architectural and engineering costs and fees, all consultant fees, all testing and laboratory fees, and all interest, legal fees and litigation costs incurred by the County.

And the said Surety thereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of the said contract or the plans or specifications accompanying the same, shall in any way affect the obligations of said Surety of its bond.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their/its) hand and the said Surety has caused this instrument to be signed by its authorized officer, the day and year above written. Signed and delivered this _____ day of _____, 20____, in the presence of:

_____)
(Company)

By _____) Principal
(Signature)

_____)
(Title)

_____)
(Company)

By _____) Surety
(Signature)

_____)
(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)

(Acknowledgment of Principal, unless it be 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 described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

_____
Notary Public

(Acknowledgment of Principal, if a corporation)

STATE OF NEW YORK ss. :
COUNTY _____

On this _____ day of _____ 20 ___, before me personally came
_____
to me known and known to me to be the person, who being by me duly sworn, did depose and say that
he/she resides in _____ that he/she is the
_____ of the
_____ the corporation described in and which executed the foregoing
instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said
Corporation.

_____
Notary Public

(Acknowledgment of Surety Company)

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 being by me duly sworn, did depose and say that
he/she resides in _____. that he/she is the _____ of the
_____ the corporation described in the foregoing
instrument; and that
he/she signed his/her name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

END OF SECTION

SAMPLE FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
(Name of Contractor)

_____
(Address)
(hereinafter called the "Principal") and the

_____
a corporation created and existing under the laws of the State of _____ having its principal office in the City of _____ (hereinafter called the "Surety"), are held and firmly bound unto the County of Tompkins (hereinafter called the "County"), in the full and just sum of [*Total Contract Bid Price or the "A Portion" of Total Contract Bid Price* Dollars *($.....)*] good and lawful money of the United States of America, for payment of which said sum of money, well and truly to be made and done, the said Principal binds itself, its heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain written contract (Contract No. H375325A), on the ____ day of _____, 20____ with the County of Tompkins, 125 East Court Street, Ithaca, New York 14850.

_____
(Project Description)

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall promptly pay all monies due to all persons furnishing labor or materials to it or its Subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the County having required the said Principal to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

Further, provided, that the place of trial of any action on this bond shall be in Tompkins County and not elsewhere.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized

officer, the day and year above written. Signed and delivered _____ day of _____ 20____ in the presence of

_____)
(Company)

By _____) Principal
(Signature)

_____)
(Title)

_____)
(Company)

By _____) Surety
(Signature)

_____)
(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)

(Acknowledgment of Principal, unless it be 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 described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

_____
Notary Public

(Acknowledgment of Principal, if a corporation)

STATE OF NEW YORK ss. :
COUNTY _____

On this _____ day of _____ 20 ___, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in _____ that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

_____
Notary Public

(Acknowledgment of Surety Company)
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 being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of the _____ the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

_____
Notary Public

END OF SECTION

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON ARTICLE 8 PUBLIC WORK CONTRACTS

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Hours

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

Wages and Supplements

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

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

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON ARTICLE 8 PUBLIC WORK CONTRACTS

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

Determination of Prevailing Wage & Supplement Rate Updates Applicable to All Counties

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

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON ARTICLE 8 PUBLIC WORK CONTRACTS

30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

Apprentices

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

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON ARTICLE 8 PUBLIC WORK CONTRACTS

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

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

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

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON ARTICLE 8 PUBLIC WORK CONTRACTS

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

IMPORTANT NOTICE

FOR
CONTRACTORS &
CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to 0.10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

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

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

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

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

• **Civil Penalty**	First Offense: up to $2,500 per employee. Subsequent Offense(s): up to $5,000 per employee.
• **Criminal Penalty**	First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

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

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

NEW YORK STATE DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
State Office Building Campus • Building 12 • Room 130
Albany, New York 12240

THIS IS A PUBLIC WORK PROJECT

Any worker, laborer, or mechanic employed on this project is entitled to receive the ***prevailing wage and supplements*** rate for the classification at which he/she is working.

Chapter 629 of the Labor Laws of 2007

These wages are set by law and must be posted at the work site. They can also be found at *www.labor.state.ny.us*

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

Albany	(518) 457-2744	**Newburgh**	(845) 568-5398
Binghamton	(607) 721-8005	**Patchogue**	(631) 687-4886
Buffalo	(716) 847-7159	**Rochester**	(585) 258-4505
Garden City	(516) 228-3915	**Syracuse**	(315) 428-4056
New York City	(212) 775-3568	**Utica**	(315) 793-2314
		White Plains	(914) 997-9507

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

Contractor Name: _____

Project Location: _____

STATE OF NEW YORK
David A. Paterson, Governor

DEPARTMENT OF LABOR
Colleen C. Gardner, Commissioner

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

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

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

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

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

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the Project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure ...

☐ There is a *Dispensation of Hours* in place on the project.

☐ The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

☐ The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -

☐ Go to pages 2 and 3 of the form

☐ Place a checkmark in the box to the right of the Job Classification you are choosing

☐ Mark all Job Classifications that apply

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -***OR*** -
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

STATE OF NEW YORK
DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
THE GOV. W. AVERELL HARRIMAN
STATE OFFICE BUILDING CAMPUS
ALBANY, N.Y. 12240

FOR OFFICIAL USE ONLY
Control No: _____

APPLICATION FOR DISPENSATION FOR HOURS

Applicant must **COMPLETE BOTH PAGES.** **Phone: (518) 457-5589** **Fax: (518) 485-1870**
A representative of the Department of Jurisdiction (contracting agency) must COMPLETE CERTIFICATION AT BOTTOM.

APPLICANT: NAME AND ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TELEPHONE NO:

Prevailing Rate Case / PRC #
(found on wage schedule)

COUNTY:

Project Description:

DESCRIPTION OF LOCATION: (City, town, intersection, street or route, etc.)

NATURE OF PROJECT: (Check one)

- ☐ 1. NEW BUILDING
- ☐ 2. ADDITION TO EXISTING STRUCTURE
- ☐ 3. HEAVY AND HIGHWAY CONSTRUCTION (NEW AND REPAIR)
- ☐ 4. NEW SEWER OR WATERLINE
- ☐ 5. OTHER NEW CONSTRUCTION
- ☐ 6. OTHER RECONSTRUCTION, MAINTENANCE REPAIR OR ALTERATION
- ☐ 7. DEMOLITION

REASON FOR REQUESTING DISPENSATION:

DISPENSATION REQUIRED: (Complete statement below) **THIS MUST BE SIGNED**

Application is made for a period beginning _____ (DATE) and ending _____ (DATE) to permit operations _____ hours per day, _____ days per week.

(Date) (Signature of Contractor or Authorized Representative) (PRINT NAME AND TITLE)

This Section to be Certified by an Officer of the Department of Jurisdiction **THIS MUST BE SIGNED**

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PUBLIC WORK PROJECT IS OF AN IMPORTANT NATURE AND THAT A DELAY IN CARRYING IT TO COMPLETION WOULD RESULT IN SERIOUS DISADVANTAGE TO THE PUBLIC.

(DEPARTMENT OF JURISDICTION) (AUTHORIZED SIGNATURE)

(STREET ADDRESS) (PRINT NAME AND TITLE) DATE

(TOWN, CITY, STATE) (ZIP CODE) TELEPHONE NO.: ( )

COMPLETE AND RETURN

LIST THE JOB CLASSIFICATIONS FOR WHICH THIS DISPENSATION IS REQUESTED AND THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION.

JOB CLASSIFICATION (occupations)	Number to be Employed

When this application is complete, have an officer of the department of jurisdiction complete the certification section and return it to this office. No worker, laborer, or mechanic may be employed in excess of 8 hours in any one day nor 5 days in any one calendar week until you receive a notice of determination.

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*

Requestor Information

Name: _____

Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	25m	Nassau, Suffolk	☐
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	☐
Electrician	840Teledata	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	☐
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	☐
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	☐
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	☐
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	☐
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	☐
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	☐
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamiliton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	☐
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	☐
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	☐
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	☐
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	☐
Painter	178 B	Broome, Chenango, Tioga	☐
Painter	178 E	Chemung, Schuyler, Steuben	☐
Painter	178 O	Delaware, Otsego	☐
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	☐
Painter	38.O	Oswego	☐
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	☐
Painter	4-Jamestown	Cattaraugus, Chautauqua	☐
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	☐
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	☐
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	☐
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	☐

NYS Wage Determination

(Contractor to pay the higher of NYS or Federal Wage Determinations)

Location: County of Tompkins

Project Type: Highway Reconstruction

PRC#: 2011006505

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

A PDF file of the current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor web site at

http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=643761

by clicking on the *Wage Schedule* heading.

Updated PDF copies of your schedule can be accessed by clicking on
View of Previously Requested Prevailing Wage Schedule using PRC#

and entering the assigned PRC# at the proper location on the website.

For policy or rate questions call the NYS Department of Labor at (585) 258-4505.

END OF SECTION

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

1.01 GENERAL

A. **All work** shall be in accordance with the following: The NYSDOT "Standard Specifications for Construction and Materials - *Metric Units*" Handbook, Office of Engineering, **May 4, 2006,** as amended to May 2, 2013, and all applicable addenda; all NYSDOT Standard Sheets; all Federal OSHA Regulations, all NY State Right to Know requirements, the Contract Documents, drawings, specifications and manufacturers' recommendations.

B. The Contractor shall be solely responsible for the safety and health of all employees, equipment, materials or other property or personnel on or near the site and shall so conduct all work to protect the health, safety and welfare of all persons and property on or near the site.

C. The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen.

1.02 WORK NOT INCLUDED

Items marked on the documents by "NIC" or "By Others".

1.03 PROJECT SITE

The project is located on County Road 109, Hanshaw Road, in the Town of Ithaca, Tompkins County, New York. The project limits extend from the intersection of Pleasant Grove Road in the Village of Cayuga Heights to east of the intersection of Sapsucker Woods Road in the Town of Dryden. The project is located approximately 1 mile south of either the intersection of Warren Road or N. Triphammer Road and New York State Route 13. It is approximately 1.5 miles south west of the intersection of Hanshaw Road and Route 13. The site is indicated on the location map below.

1.04 PROJECT SCOPE

A. The main features of this project include but are not limited to: maintenance and protection of traffic; full-depth pavement and base reconstruction; full-depth pavement reclamation; milling of asphalt pavement; hot-mix asphalt paving; storm sewer installation; water main replacement; landscaping; sidewalk and curb ramp construction; pavement marking; signing; and traffic signal installation.

B. All work shall be conducted in such a manner that will insure no or minimal damage to the surrounding environment. The work shall include supply and delivery of all necessary materials, equipment, tools, machinery, labor, personnel, services, mobilization, shop drawings, etc. to successfully complete the project (preparation of the site and the complete installation of highway elements) as defined by the Contract Documents, drawings, specifications, etc.

C. A full set of Contract Documents for the project, all Manufacturers' literature containing instructions, recommendations, specifications, certifications and MSDS sheets for all materials shall be available on site at all times throughout the project. The Contract Documents shall include:

LISTING OF CONTRACT DOCUMENTS.

1. Engineering Drawings – 130 sheets

2. Project Manual, dated May, 2013, including all applicable addenda,
3. Specifications, including all applicable addenda,
4. New York State Department of Transportation (DOT) "Standard Specifications – Construction and Materials – *Metric Units*" dated **May 4, 2006,** as amended to May 2, 2013, with current additions or modifications in effect on the date of advertising for bids, shall apply, except where modified in these specifications.

   The provisions of Section 100, 200, 300, 400, 500, and 600 shall apply except for the non-standard items noted in the Special Specifications. Material details as stipulated in Section 700 shall apply as modified in the plans and specifications.

   These specifications are modified and supplemented by the "SPECIAL SPECIFICATIONS AND STANDARD SPECIFICATION UPDATES" and "SPECIAL NOTES" sections found in the Project Manual.

   In any instance where the provisions of the NYS Department of Transportation Standard Specifications are in conflict with the provisions contained within this document, the stricter provision shall govern.
5. All New York State DOT Bridge Data Sheets (BD) and New York State DOT Standard Sheets in effect on the date of advertising for bids shall apply as referenced and required.

   All New York State DOT Engineering Instructions (EI), Engineering Bulletins (EB), Engineering Directives (ED) and Structures Advisories (SA) in effect on the date of advertising for bids shall apply as referenced and required.

C. Contractor shall contact adjoining landowners prior to the start of the project to notify them of the upcoming work and will make any arrangements necessary to promote the success of the project.

D. Contractor shall contact Dig Safely – New York (formerly U.F.P.O.) at 1-800-962-7962 forty-eight (48) hours prior to excavation or other ground penetration operations.

1.05 PROTECTION AND MAINTENANCE OF TRAFFIC

A. Tompkins County shall be responsible for providing and maintaining all necessary road closed signs and / or barricades as well as detour operation and signage.

B. The Contractor shall be responsible for ensuring that all work zone signs, flags, delineators, barricades, lights, etc. at the job site are in position, functioning as designed, and in good condition. The Contractor shall notify Tompkins County if maintenance of signage or delineation is required. The Contractor shall be responsible to repair any damages to signage or delineation that result from the Contractor's operations.

C. The Contractor shall be responsible for providing flag persons and other protection and maintenance of traffic measures needed during tasks that temporarily encroach upon active roadways and railroad. Maintenance and protection of traffic shall be provided in accordance with Section 619 of the Standard Specifications, the New York State Manual of Uniform Traffic Control Devices, and any provisions contained in the plans and/or proposal of this contract. Associated costs shall be included in item 619.01 M - BASIC WORK ZONE TRAFFIC CONTROL.

D. The Contractor shall remove all equipment and other obstructions from roadways to be open to traffic at the end of each day's work and at all other times when construction operations are suspended.

E. The Contractor shall maintain roadways used for the hauling of materials or equipment free from debris and in a condition satisfactory to the Engineer. The Contractor shall be held responsible for any damage to roads caused by the work, and that adequate repairs for such damage shall be required at the Contractor's expense.

1.06 CODE AND REGULATION COMPLIANCE

A. The Contractor is responsible for and shall comply with all applicable laws, ordinances, regulations, codes and standards. The Contractor is responsible for and shall insure the compliance of all suppliers, subcontractors or other personnel at the site with the above requirements. Tompkins County will perform routine inspections.

B. The Contractor must provide safe emergency access at all times during construction.

1.07 SHOP DRAWINGS, SHOP INSPECTION AND TESTING

A. The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The contract specifications and drawing requirements must be followed and are not waived or superseded in any way by anything appearing in the submittal. The review of any shop drawing that deviates from the requirements of the Contract Documents shall be evidenced by a change order.

B. When submitted for Engineer's review, shop drawings shall bear the Contractor's certification that he/she has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

C. Portions of the work requiring a shop drawing or sample submission shall not begin until the Engineer has reviewed the shop drawing or submission. A copy of each shop drawing and/or sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer throughout the duration of the project.

D. Materials of construction shall be obtained from approved sources of the New York State Department of Transportation. Shop inspection services normally provided by State forces may not be available under this contract. In lieu of shop inspection by State forces, the manufacturer, fabrication shop, and/or supplier will be required to submit a certification that the materials are produced in accordance with the Specifications.

E. Independent (non-NYSDOT) shop inspection services and/or quality control required under the provisions of the various contract items must be provided by the Contractor, where applicable.

F. This shall in no way preclude Tompkins County from requiring re-testing or additional tests if in the opinion of the Engineer it is in the best interest of the County to do so.

1.07 PERMITS AND RIGHT OF WAY

A. NYSDEC has granted coverage for completion of the work under a SPDES General Permit. A Storm Water Pollution Prevention Plan (SWPPP) developed for the work and required under SPDES guidelines is hereby incorporated into these specifications. All project work shall be performed in accordance with the SWPPP and General Permit.

B. NYSDOT has granted a Highway Work Permit for installation and maintenance of the detour as described in the Contract Drawings. A copy of this permit is attached and hereby incorporated

into these specifications. All project work shall be performed in accordance with this permit.

C. The Contractor shall be responsible for obtaining additional authorization for work that is outside the scope of the County's permits.

D. Construction Permits and Disposal Sites. Contractor shall be responsible to obtain all disposal sites necessary for completion of the work. Contractor shall give all necessary notices, obtain all permits and pay all legal fees encountered in the work. Copies of all permits are to be given to the Engineer. Contractor shall verify the location of all underground utilities. Contractor shall also comply with all public agency laws, ordinances or regulations of the State of New York and all local agencies having jurisdiction over work of this nature. Where a conflict occurs, these shall take precedence over any requirements of these specifications. This, however, shall not be interpreted as permitting the use of materials, equipment, or work procedures inferior to those specified.

E. The limits of Tompkins County's right of way are shown on the Drawings. The Contractor shall obtain and pay for all other necessary permits, authorization to enter private or public lands, etc outside the indicated "Highway Boundary (HB)" lines.

1.08 ENVIRONMENTAL AND CUTURAL CONSERVATION

A. Erosion Protection. The Contractor's attention is directed to the need for proper and early erosion control measures. Stream Protection Notes are included on sheet 7 of the contract drawings.

B. Upon completion of the work at each location, the Contractor shall remove all remaining material and equipment and shall leave the area that may have been affected by the work in a neat condition. All excavated material shall be taken away from the site at the end of each working day to a location approved by the Engineer.

C. Existing Vegetation. The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc., which is not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near the construction limits according to the instructions of the Engineer.

D. Archeological Salvage. It is the national policy to have preserved for public use historical and prehistoric sites, buildings, and objects of national significance for the benefit of the People of the United States. Indian remains, artifacts, or ruins come within this policy. Whenever, during the course of construction, historical ruins or objects are encountered, such objects will not be destroyed or moved. Work will be rescheduled to avoid disturbing such areas and the Engineer will be notified immediately.

1.09 CONSTRUCTION NOISE CONTROL

The Contractor shall be required to effectively control highway construction noise at all times. Control will be accomplished, but not limited to, the following:

- Limiting the hours of construction activity to between 7:00 a.m. and 5:00 p.m.
- The Contractor shall comply with all federal, state, and local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to this project.
- Prolonged idling of noisy equipment, which is not in use, shall be prohibited.
- Equipment shall be properly maintained to insure that the operational noise is kept to a minimum.

- Conducting truck loading, unloading, and hauling such that noise is kept to a minimum. Actual routing of construction equipment shall be via streets that will cause the least disturbance to area residents.
- Each internal combustion engine, used for any purpose on the project or related to the project, shall be equipped with a properly operating muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

1.10 SITE CONDITIONS / UTILITIES

A. Contractor shall be responsible for verification of all site conditions and measurement of all work. Contractor shall be responsible for locating of all public and private utilities prior to beginning work.

B. The plans show known subsurface structures and above ground structures and/or utilities believed to exist in the working area, exact location of which may vary from the locations indicated. The Contractor is warned that the exact or even the approximate locations of pipelines, subsurface structures, and/or utilities in the area may be different from that shown or may not be shown, and it is the Contractor's responsibility to proceed with due care in executing all work.

C. Contractor shall be responsible for locating all utilities (public and private) prior to beginning work. Contractor is responsible for the protection of all utilities and public and private property throughout the project. The Contractor shall contact Dig Safely – New York at 1-800-962-7962 forty-eight (48) hours prior to excavation or other ground penetration operations.

D. Soil borings were advanced at the site. Copies of soil boring logs are included below. The Contractor shall be responsible to excavate exploratory test pits as may be required to verify underground conditions, the cost of which shall be included in the various items of the contract.

E. The Contractor shall promptly notify the County in writing of any conditions that vary from those shown on the plans and specifications.

F. The Contractor shall provide safe access for the Engineer to all areas of work during normal working hours.

G. Upon completion and acceptance of the work, the highway shall continue to be maintained by the agencies that had jurisdiction prior to this contract.

H. The following utility companies, having poles and aerial or underground facilities within the rights-of-ways of the public roadways, have been notified of this project and sent plans.

Town of Ithaca (Water/sewer):	Creig Hebdon	(607) 273-1656
Village of Cayuga Hts (Water/sewer):	Brent Cross	(607) 257- 5536
NYSEG (Electric):	Rich Hansen	(607) 347-2762
NYSEG (Gas):	Greg Dense	(607) 857-8986
Verizon:	Chris Torrey	(315) 560-8985
Windstream (Fiber optic cable):	Tom Wingert	(315) 575-2667
Finger Lakes Tech. (Fiber optic cable):	Tim Fallon	(607) 351-6605
Time-Warner Cable:	Jeff Colbert	(607) 272-7875

I. Any tree trimming or cutting for utility relocations will be the responsibility of the utility company.

1.11 PROJECT SCHEDULE

A. Notice of Award, pending New York State Department of Transportation approval, shall be issued on or before **Wednesday, June 19, 2013,** with contract execution to follow immediately. In order to allow time for the ordering and delivery of materials, a Notice to Proceed will also be issued immediately upon execution of the contract.

B. Both lanes of Hanshaw Road shall be reopened to traffic on or before **November 29, 2013**. The date of substantial completion shall be on or before **December 13, 2013**. The date of Final completion shall be on or before **May 16, 2014**.

C. Substantial Completion, at minimum, shall include pavement treatments through completion of binder course, completion of walkway, drainage and storm sewer and all work in Temporary Easements which expire during the first quarter of 2014. A listing of Temporary Easements with such expiration dates is included as a Special Note.

D. Contractor shall provide a minimum of one-week notice to Tompkins County prior to start of new work or the resumption of discontinued work. Contractor shall provide at least two weeks notice in advance of any road closing in order to coordinate with fire and police authorities and ambulance services.

E. No planned work activity shall be implemented without first receiving clearance from the Engineer.

F. Contractor shall submit a progress schedule for the work to Tompkins County.

1.12 FAILURE TO COMPLETE WORK ON TIME

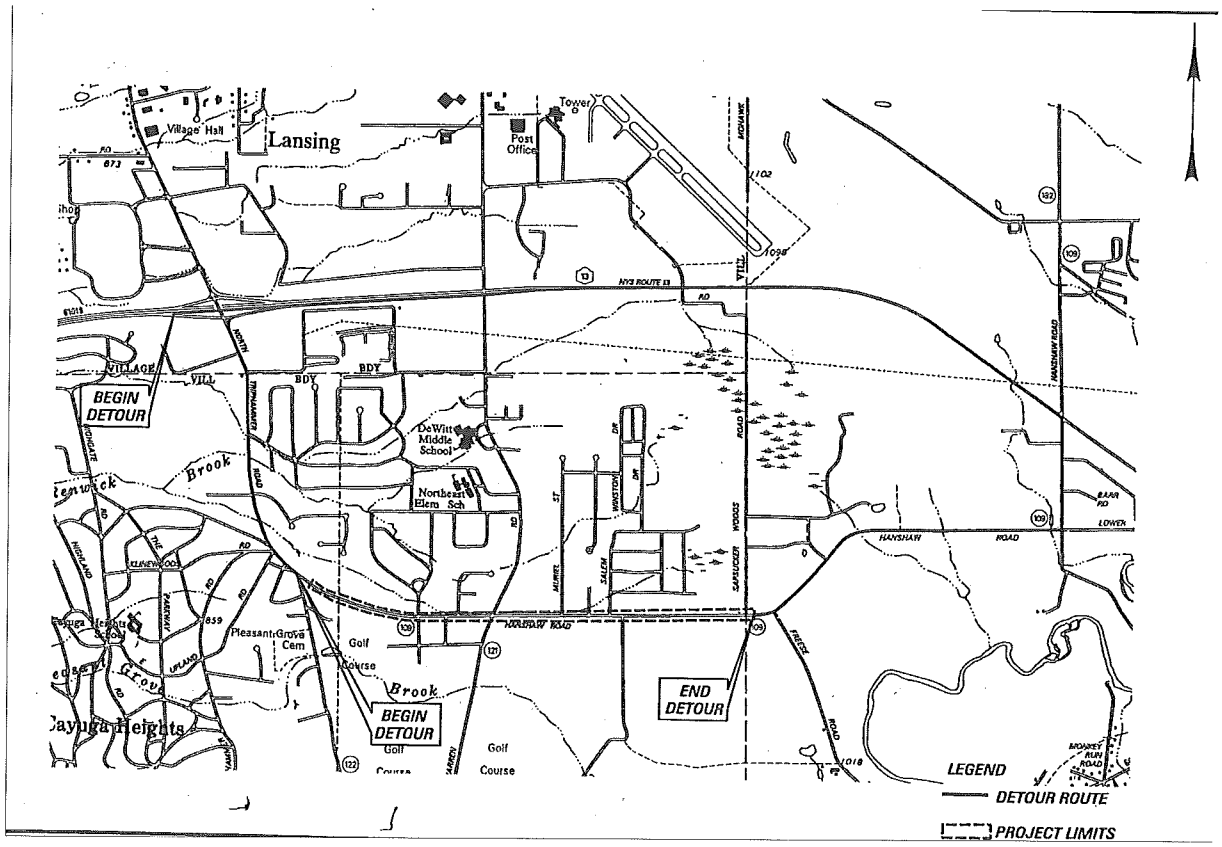
A. For each calendar day that any work shall remain incomplete past the time period allowed in the contract, liquidated damages based on Section 108-03 of the standard specifications dated May 4, 2006 will be deducted from any money due the Contractor. The amount of such liquidated damages will be based on the total contract cost.

1.13 EMERGENCY MANAGEMENT

A. The Contractor shall designate an Emergency Contact Person to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer. Such person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

B. The Contractor shall be responsible for reporting any findings of spills, leaks of petroleum products, contaminated soils, buried drums of unknown substances, or any other potentially hazardous materials to the NYSDEC within two (2) hours of the discovery. Notification must be made by calling NYSDEC – hotline number – (518) 457-7362 or (800) 457-7362.

Project Location Map



RECEIVED
FEB 7 2013
Tompkins County
Highway Division

PERM 42 (09/09)

State of New York
Department of Transportation

Highway Work Permit

Permit No.: **20120334895**

Date Issued: **02/05/2013**

Project ID No.:

Expiration Date: 02/05/2014

***Permittee 1:**
TOMPKINS COUNTY HIGHWAY DIVISION
170 BOSTWICK ROAD
ITHACA, NY 14850
Emergency Contact: JOHN LAMPMAN
Emergency Number: 607-327-1512

Under the provisions of the Highway Law or Vehicle & Traffic Law, permission is hereby granted to the permittee to:

HANSHAW ROAD RECONSTRUCTION (PIN 3753.25). WORK WITHIN THE NYSDOT ROW INVOLVES PLACING AND MAINTAINING DETOUR SIGNS ALONG NYS ROUTE 13 BETWEEN INTERSECTION WITH HANSHAW ROAD AND NORTH TRIPHAMMER ROAD PER ATTACHED PLAN.

THE PERMITTEE IS RESPONSIBLE FOR TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NYS SUPPLEMENT. ANYONE WORKING WITHIN THE HIGHWAY RIGHT-OF-WAY SHALL WEAR HIGH-VISIBILITY APPAREL MEETING THE ANSI 107-2004 CLASS II STANDARDS AND A HARD HAT.

County	Municipality	State Hwy	State Route	Beg Ref	End Ref
TOMPKINS	DRYDEN	61-18	13	13 36033049	-
TOMPKINS	LANSING	61-18	13	13 36033019	-

as set forth and represented in the attached application at the particular location or areas, or over the routes as stated therein, if required; and pursuant to the conditions and regulations general or special, and methods of performing work, if any; all of which are set forth in the application and form of this permit. See additional conditions on PAGE 2.
THIS PERMIT IS ISSUED BASED ON ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS BEING SATISFIED.

Dated at: **Syracuse** **Date Signed:** **02/05/2013** **Commissioner of Transportation** **By:** **Diana Graser**

IMPORTANT:

THIS PERMIT, WITH APPLICATION AND DRAWING (OR COPIES THEREOF) ATTACHED, SHALL BE PLACED IN THE HANDS OF THE CONTRACTOR BEFORE ANY WORK BEGINS. THE HIGHWAY WORK PERMIT SHALL BE AVAILABLE AT THE SITE DURING CONSTRUCTION.

BEFORE WORK IS STARTED AND UPON ITS COMPLETION, THE PERMITTEE ABSOLUTELY MUST NOTIFY:

Stan Birchenough, Resident Engineer 607-756-7072

"UPON COMPLETION OF WORK", SECOND TO LAST PAGE, MUST BE COMPLETED, SIGNED BY THE PERMITTEE, AND DELIVERED TO THE RESIDENT ENGINEER.

The issuing authority reserves the right to suspend or revoke this permit at its discretion without a hearing or the necessity of showing cause, either before or during the operations authorized.
The Permittee will cause an approved copy of the application to be and remain attached hereto until all work under the permit is satisfactorily completed, in accordance with the terms of the attached application. All damaged or disturbed areas resulting from work performed pursuant to this permit will be repaired to the satisfaction of the Department of Transportation.

*** Upon completion of the work within the state highway right-of-way authorized by the work permit, the person, firm, corporation, municipality, or state department or agency, and his/her 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 work permit.**

Permit Fee : $0.00
Insurance Fee: $0.00
Total Fees: $0.00
UOF: App 1: UOF App 2: No

Attachments and additional requirements to this Highway Work Permit include:

PERM 33 - Highway Work Permit Application for Non_Utility Work

Other - Attach 1 Detour Plan

END OF ATTACHMENTS

INSPECTION REPORT

For each Highway Work Permit issued, inspections will be performed. The following report must be completed for each site visit, indicating the date, inspector, and hours spent on inspection. **If the total inspection time exceeds 1 hour, then a FIN 12 (PERMIT INSPECTION FOR DEPARTMENT SERVICES) is REQUIRED.**

INSPECTION REPORT LOG

HOURS WORKED BY DATE									HOURS	
Inspector Name	Date Inspected								Regular	Overtime
	Regular									
	Overtime									
Inspector Name	Date Inspected								Regular	Overtime
	Regular									
	Overtime									
Inspector Name	Date Inspected								Regular	Overtime
	Regular									
	Overtime									

Complete hours for each date inspected.
Add regular hour numbers across rows, and then overtime hours across rows.
Add hour columns down for total hours of permit inspection time.

COMMENTS/OBSERVATIONS:

_____
_____
_____
_____
_____
_____
_____
_____
_____

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____

NAME **TITLE**

Pavement Evaluation

P.I.N. 3753.25
Hanshaw Road
(Cayuga Heights Village Line to
Dryden Town Line)
Town of Ithaca
Tompkins County

April 2006

Through visual observation of pavement conditions and review of the subsurface investigation, the project area was split into three segments. The following table summarizes the primary pavement distress and condition rating for the roadway segments.

Roadway Segments from West to East	Approximate Segment Length	Pavement Condition Description	Condition Rating
Segment 1 Village of Cayuga Heights to Orchard Street.	590 meters	◻ wheelpath rutting visible along entire segment with wheelpath cracking on 40% of the segment ◻ longitudinal cracking along 45% ◻ edge cracking along 30% ◻ shoulder deterioration along entire segment	6 (fair condition, distress is clearly visible)
Segment 2 Orchard Street to Warren Road	240 meters	◻ wheelpath rutting visible along entire segment with wheelpath cracking on 75% of the segment ◻ longitudinal cracking along 60% ◻ edge cracking along 70% ◻ shoulder deterioration along entire segment	5 (poor condition, distress is frequent and may be severe)
Segment 3 Warren Road to Sapsucker Woods Road (Dryden town line)	1360 meters	◻ wheelpath rutting visible along entire segment with wheelpath cracking on 75% of the segment ◻ longitudinal cracking along 75% ◻ edge cracking along 85% ◻ full width transverse cracks towards western end ◻ severe shoulder deterioration along entire segment	<5 (poor condition, distress is frequent and severe)

The visual survey identified pavement distress that included wheel path cracking, wheel path rutting, full width transverse cracking, longitudinal cracking, and edge cracking. The severity of the pavement distress ranged from high to low. The severe alligator / fatigue cracks in the wheel paths in the eastern part of the project (Segment 3) indicate that the pavement has reached the end of its service life.

Severe shoulder deterioration and deformation is visible along the entire project.

Introduction

This report has been prepared to present the findings of the pavement evaluation completed for Hanshaw Road between the Village of Cayuga Heights and Sapsucker Woods Road (2.2 km (1.4 mi.) in length). Warren Road intersects with Hanshaw Road in the middle (approximately) of the project and divides the project into two roadway classifications. The western end of the project is classified as an Urban Minor Arterial and the eastern end is classified as an Urban Collector. The traffic volumes for the two sections are 7000 vehicles/day and 4530 vehicles/day respectively.

The pavement evaluation included both a visual condition survey included in Attachment B and subsurface investigations included in Attachment C.

Existing Pavement and Shoulder Condition

Pavement History

Record plans dated 1906 were available for the western section of roadway between Cayuga Heights and Warren Road. The plans indicated that the roadway was constructed as a 12' wide macadam pavement. No other record plans are available regarding materials or widths of original pavement construction.

Maintenance History

Tompkins County Highway maintenance records were available for the time period of 1963 to the present. Review of the history indicates there have been numerous surface treatments and maintenance courses applied to the pavement. Pavement cores show thicknesses that range from 0.24 m to 0.46 m (0.8 ft. to 1.5 ft.) of asphalt for the western section of the project, and from 0.15 m to 0.21 m (0.5 ft. to 0.7 ft.) of pavement for the eastern section of the project.

Distress Data Collection

Pavement Distress information was collected using the NYSDOT Material Bureau's Distress Data Form's (see Attachment B).

In general, the pavement exhibits significantly more severe pavement distress toward the eastern end of the project (Warren Road to Sapsucker Woods Road). Using a rating scale of 1 to 10, with 1 being the worst and 10 being the best, a condition rating was determined for each segment. The condition ratings can be categorized as follows:

Rating	Condition Description
9-10	Excellent – No pavement distress.
7-8	Good – Distress symptoms are beginning to show.
6	Fair – Distress is clearly visible.
1-5	Poor – Distress is frequent and may be severe.

Subsurface Investigation

Subsurface investigations were performed by PW Laboratories, Inc on May 25 and 26, 2005. Eight (8) test borings, advanced to depths ranging from 5 ft. to 15 ft. below existing ground surface, were made along the highway alignment.

The eight cores indicated the presence of 150 mm to 450 mm (6" to 18") of asphalt concrete. Shale was encounter within 8.0 ft at boring B-5, 8.8 ft at boring B-6 and within 5.0 ft at boring B-7. Ground water was encounter in the range of 5.2 ft to 11.5 ft below ground surface elevations.

The subsurface soil conditions vary from the west to east along the alignment. Along the western portion of the roadway (borings B-1 through B-3) the natural soils generally consist of deltaic or outwash deposits. These soils are visually described as brown, to red or gray-brown sands and gravels with minor amounts of silt. The soils along the western portion of the roadway typically drain well.

In the eastern portion of the roadway (borings B-4 through B-8) the natural soils generally consist of glacial till. The glacial till is visually described as red-brown to gray-brown, silt, with varying amounts of clay, sand, and gravel. In some locations thin seams or stringers of gravelly sand or sandy gravel were also encountered. The soils along the eastern portion of the roadway, drain poorly, are very hard when they are dry, and turn soft when wet.

The location of the borings, and test boring logs are included in Attachment C.

Subsurface Investigation and Pavement Summary

	Asphalt Thickness	Bedrock Depth	Groundwater Depth	Soil / Characteristics	Pavement Condition Rating
Beginning of Segment 1 Village of Cayuga Heights (Western Project Limit)					
B-1	1.0'	None Encountered	11.0'	Well Draining, Deltaic or Outwash Deposits	6
B-2	1.5'	None Encountered	11.5'		
B-3	1.5'	None Encountered	None Encountered		
Beginning of Segment 2 Orchard Street					
B-4	1.1'	None Encountered	10.0'	Poorly Draining, Glacial Till	5
B-5	0.8'	8.0' (shale)	5.2'		
Beginning of Segment 3 Warren Road					
B-6	0.7'	8.8' (refusal)	7.0'	Poorly Draining, Glacial Till	<5
B-7	0.7'	5.0' (shale)	None Encountered		
B-8	0.5'	None Encountered	8.5'		
Town of Dryden (Eastern Project Limit)					

Recommendation

One of the primary objectives of the project is to address pavement and shoulder structural deficiencies. The overall goal for the pavement design is to provide the most cost effective solution considering the life cycle cost of feasible solutions and the project budget.

A number of alternatives were considered for the restoration of the pavement section. Due to the age of the existing pavement (assumed 50+ years), the advanced levels of deterioration along segments of the project area, and the results of the subsurface exploration, the option of milling and resurfacing the pavement was eliminated in areas exhibiting severe deterioration levels. This was primarily due to the inadequate capacity of the subbase and projected short service life of this alternative.

Pavement Evaluation

Attachment B

Distress Data Forms

5/3/2005

HANSHAW ROAD
PAVEMENT DISTRESS SUMMARY

PIN 3753.25

OVERALL			field sheet 1	field sheet 2	field sheet 3	field sheet 4	field sheet 5	field sheet 6	field sheet 7	field sheet 8	field sheet 9	Total	%
CORRUGATIONS	N	None	50	50	50	50	50	50	50	50	20	420	100%
	P	Present	0	0	0	0	0	0	0	0	0	0	0%
SETTLEMENTS &	N	None	0	0	0	0	0	0	0	0	0	0	
	P	Present	5	0	0	5	8	0	0	0	0	18	
ASPHALT CONCRETE OVERLAY OR SPRAY PATCH	N	None	0	0	0	0	0	0	0	0	0	0	
	G	Good	0	0	0	0	0	0	0	0	0	0	
	F	Fair	0	0	0	0	0	0	0	0	0	0	
	P	Poor	0	0	0	0	0	0	0	0	0	0	
WHEELPATH CRACKING	N	None	33	28	26	11	28	8	11	7	2	154	36%
	L	Single Crack	9	7	10	10	10	11	15	16	6	94	22%
	M	Multiple Cracks	8	13	14	27	4	28	19	21	10	144	34%
	H	Multiple Cracks With Potholes	0	2	0	2	13	3	3	6	2	31	7%
FULL WIDTH TRANSVERSE CRACKING	N	None	0	0	0	0	0	0	0	0	0	0	
	L	Single Crack	0	0	0	0	0	0	1	0	0	1	
	M	Multiple Cracks	0	0	0	0	0	0	3	3	2	8	
	H	Multiple Cracks With Potholes	0	0	0	0	0	0	0	1	0	1	
LONGITUDINAL CRACKING	N	None	22	37	15	29	17	8	10	14	5	157	37%
	L	Single Crack	6	13	35	18	5	15	17	16	10	135	32%
	M	Multiple Cracks	22	0	0	3	28	22	23	20	5	123	29%
	H	Multiple Cracks With Potholes	0	0	0	0	0	5	0	0	0	5	1%
EDGE CRACKING	N	None	29	31	40	14	24	2	6	5	2	153	37%
	L	Single Crack	7	2	0	12	0	16	18	14	10	79	19%
	M	Multiple Cracks	1	17	10	19	26	28	24	26	6	157	38%
	H	Multiple Cracks With Potholes	8	0	0	5	0	4	2	5	2	26	6%
CRACKING OTHER	N	None	0	0	0	0	0	0	0	0	0	0	0%
	L	Single Crack	0	0	0	0	0	0	0	0	0	0	0%
	M	Multiple Cracks	0	0	0	0	0	0	0	0	0	0	0%
	H	Multiple Cracks With Potholes	0	0	0	0	0	0	0	0	0	0	0%
SLIPPAGE CRACKS	N	None	5	5	5	5	5	5	5	5	2	42	100%
	P	Present	0	0	0	0	0	0	0	0	0	0	0%
RAVELLING	N	None	50	47	50	48	46	50	50	50	20	411	98%
	P	Present	0	3	0	2	4	0	0	0	0	9	2%
WHEELPATH RUTTING	N	None	0	0	0	0	0	0	0	0	0	0	0%
	L	< 3/8"	2	4	5	2	1	0	0	0	0	14	33%
	M	3/8" to 3/4"	1	1	0	3	1	2	3	0	1	12	29%
	H	>3/4"	2	0	0	0	3	3	2	5	1	16	38%
WIDENING DROPOFF	N	None	5	5	3	5	5	5	5	5	2	40	95%
	L	< 3/8"	0	0	0	0	0	0	0	0	0	0	0%
	M	3/8" to 3/4"	0	0	0	0	0	0	0	0	0	0	0%
	H	>3/4"	0	0	2	0	0	0	0	0	0	2	5%
SHOULDER DETERIORATION	N	None	0	0	0	0	0	0	0	0	0	0	0%
	L	Single Crack	1	0	0	0	0	0	0	0	0	1	2%
	M	Multiple Cracks	3	5	5	3	1	0	0	0	0	17	40%
	H	Multiple Cracks With Potholes	1	0	0	2	4	5	5	5	2	24	57%
LANE/SHOULDER SEPARATION	N	None	5	5	5	5	5	5	5	5	2	42	100%
	L	< 1/4" / sealed	0	0	0	0	0	0	0	0	0	0	0%
	M	1/4" to 1"	0	0	0	0	0	0	0	0	0	0	0%
	H	>1"	0	0	0	0	0	0	0	0	0	0	0%
LANE/SHOULDER DROPOFF	N	None	5	5	5	5	3	5	5	5	2	40	95%
	L	<1"	0	0	0	0	0	0	0	0	0	0	0%
	M	1" to 2"	0	0	0	0	0	0	0	0	0	0	0%
	H	>2"	0	0	0	0	2	0	0	0	0	2	5%
SHOULDER DEFORMATION	N	None	1	1	1	0	0	0	0	0	0	3	7%
	P	Present	4	4	4	5	5	5	5	5	2	39	93%

5/3/2005

HANSHAW ROAD
PAVEMENT DISTRESS SUMMARY

PIN 3753.25

SEGMENT 1			field sheet 1	field sheet 2	field sheet 3	field sheet 4	Total	%
CORRUGATIONS	N	None	50	50	50	10	160	100%
	P	Present	0	0	0	0	0	0%
SETTLEMENTS &	N	None	0	0	0	0	0	
	P	Present	5	0	0	1	6	
ASPHALT CONCRETE OVERLAY OR SPRAY PATCH	N	None	0	0	0	0	0	
	G	Good	0	0	0	0	0	
	F	Fair	0	0	0	0	0	
	P	Poor	0	0	0	0	0	
WHEELPATH CRACKING	N	None	33	28	26	7	94	59%
	L	Single Crack	9	7	10	1	27	17%
	M	Multiple Cracks	8	13	14	2	37	23%
	H	Multiple Cracks With Potholes	0	2	0	0	2	1%
FULL WIDTH TRANSVERSE CRACKING	N	None	0	0	0	0	0	
	L	Single Crack	0	0	0	0	0	
	M	Multiple Cracks	0	0	0	0	0	
	H	Multiple Cracks With Potholes	0	0	0	0	0	
LONGITUDINAL CRACKING	N	None	22	37	15	10	84	53%
	L	Single Crack	6	13	35	0	54	34%
	M	Multiple Cracks	22	0	0	0	22	14%
	H	Multiple Cracks With Potholes	0	0	0	0	0	0%
EDGE CRACKING	N	None	29	31	40	7	107	69%
	L	Single Crack	7	2	0	0	9	6%
	M	Multiple Cracks	1	17	10	0	28	18%
	H	Multiple Cracks With Potholes	8	0	0	3	11	7%
CRACKING OTHER	N	None	0	0	0	0	0	0%
	L	Single Crack	0	0	0	0	0	0%
	M	Multiple Cracks	0	0	0	0	0	0%
	H	Multiple Cracks With Potholes	0	0	0	0	0	0%
SLIPPAGE CRACKS	N	None	5	5	5	1	16	100%
	P	Present	0	0	0	0	0	0%
RAVELLING	N	None	50	47	50	8	155	97%
	P	Present	0	3	0	2	5	3%
WHEELPATH RUTTING	N	None	0	0	0	0	0	0%
	L	< 3/8"	2	4	5	1	12	75%
	M	3/8" to 3/4"	1	1	0	0	2	13%
	H	>3/4"	2	0	0	0	2	13%
WIDENING DROPOFF	N	None	5	5	3	1	14	88%
	L	< 3/8"	0	0	0	0	0	0%
	M	3/8" to 3/4"	0	0	0	0	0	0%
	H	>3/4"	0	0	2	0	2	13%
SHOULDER DETERIORATION	N	None	0	0	0	0	0	0%
	L	Single Crack	1	0	0	0	1	6%
	M	Multiple Cracks	3	5	5	0	13	81%
	H	Multiple Cracks With Potholes	1	0	0	1	2	13%
LANE/SHOULDER SEPARATION	N	None	5	5	5	1	16	100%
	L	< 1/4" / sealed	0	0	0	0	0	0%
	M	1/4" to 1"	0	0	0	0	0	0%
	H	>1"	0	0	0	0	0	0%
LANE/SHOULDER DROPOFF	N	None	5	5	5	1	16	100%
	L	<1"	0	0	0	0	0	0%
	M	1" to 2"	0	0	0	0	0	0%
	H	>2"	0	0	0	0	0	0%
SHOULDER DEFORMATION	N	None	1	1	1	0	3	19%
	P	Present	4	4	4	1	13	81%

5/3/2005 **HANSHAW ROAD** **PIN 3753.25**

PAVEMENT DISTRESS SUMMARY

SEGMENT 2

			field sheet 4	field sheet 5	Total	%
CORRUGATIONS	N	None	40	10	50	100%
	P	Present	0	0	0	0%
SETTLEMENTS &	N	None	0	0	0	
	P	Present	4	1	5	
ASPHALT CONCRETE OVERLAY OR SPRAY PATCH	N	None	0	0	0	
	G	Good	0	0	0	
	F	Fair	0	0	0	
	P	Poor	0	0	0	
WHEELPATH CRACKING	N	None	4	8	12	24%
	L	Single Crack	9	2	11	22%
	M	Multiple Cracks	25	0	25	50%
	H	Multiple Cracks With Potholes	2	0	2	4%
FULL WIDTH TRANSVERSE CRACKING	N	None	0	0	0	
	L	Single Crack	0	0	0	
	M	Multiple Cracks	0	0	0	
	H	Multiple Cracks With Potholes	0	0	0	
LONGITUDINAL CRACKING	N	None	19	2	21	42%
	L	Single Crack	18	0	18	36%
	M	Multiple Cracks	3	8	11	22%
	H	Multiple Cracks With Potholes	0	0	0	0%
EDGE CRACKING	N	None	7	8	15	30%
	L	Single Crack	12	0	12	24%
	M	Multiple Cracks	19	2	21	42%
	H	Multiple Cracks With Potholes	2	0	2	4%
CRACKING OTHER	N	None	0	0	0	0%
	L	Single Crack	0	0	0	0%
	M	Multiple Cracks	0	0	0	0%
	H	Multiple Cracks With Potholes	0	0	0	0%
SLIPPAGE CRACKS	N	None	4	1	5	100%
	P	Present	0	0	0	0%
RAVELLING	N	None	40	16	56	100%
	P	Present	0	0	0	0%
WHEELPATH RUTTING	N	None	0	0	0	0%
	L	< 3/8"	1	0	1	20%
	M	3/8" to 3/4"	3	1	4	80%
	H	>3/4"	0	0	0	0%
WIDENING DROPOFF	N	None	4	1	5	100%
	L	< 3/8"	0	0	0	0%
	M	3/8" to 3/4"	0	0	0	0%
	H	>3/4"	0	0	0	0%
SHOULDER DETERIORATION	N	None	0	0	0	0%
	L	Single Crack	0	0	0	0%
	M	Multiple Cracks	3	1	4	80%
	H	Multiple Cracks With Potholes	1	0	1	20%
LANE/SHOULDER SEPARATION	N	None	4	1	5	100%
	L	< 1/4" / sealed	0	0	0	0%
	M	1/4" to 1"	0	0	0	0%
	H	>1"	0	0	0	0%
LANE/SHOULDER DROPOFF	N	None	4	1	5	100%
	L	<1"	0	0	0	0%
	M	1" to 2"	0	0	0	0%
	H	>2"	0	0	0	0%
SHOULDER DEFORMATION	N	None	0	0	0	0%
	P	Present	4	1	5	100%

5/3/2005

HANSHAW ROAD
PAVEMENT DISTRESS SUMMARY

PIN 3753.25

SEGMENT 3			field sheet 5	field sheet 6	field sheet 7	field sheet 8	field sheet 9	Total	%
CORRUGATIONS	N	None	40	50	50	50	20	210	100%
	P	Present	0	0	0	0	0	0	0%
SETTLEMENTS &	N	None	0	0	0	0	0	0	
	P	Present	7	0	0	0	0	7	
ASPHALT CONCRETE OVERLAY OR SPRAY PATCH	N	None	0	0	0	0	0	0	
	G	Good	0	0	0	0	0	0	
	F	Fair	0	0	0	0	0	0	
	P	Poor	0	0	0	0	0	0	
WHEELPATH CRACKING	N	None	20	8	11	7	2	48	23%
	L	Single Crack	8	11	15	16	6	56	26%
	M	Multiple Cracks	4	28	19	21	10	82	38%
	H	Multiple Cracks With Potholes	13	3	3	6	2	27	13%
FULL WIDTH TRANSVERSE CRACKING	N	None	0	0	0	0	0	0	
	L	Single Crack	0	0	1	0	0	1	
	M	Multiple Cracks	0	0	3	3	2	8	
	H	Multiple Cracks With Potholes	0	0	0	1	0	1	
LONGITUDINAL CRACKING	N	None	15	8	10	14	5	52	25%
	L	Single Crack	5	15	17	16	10	63	30%
	M	Multiple Cracks	20	22	23	20	5	90	43%
	H	Multiple Cracks With Potholes	0	5	0	0	0	5	2%
EDGE CRACKING	N	None	16	2	6	5	2	31	15%
	L	Single Crack	0	16	18	14	10	58	28%
	M	Multiple Cracks	24	28	24	26	6	108	51%
	H	Multiple Cracks With Potholes	0	4	2	5	2	13	6%
CRACKING OTHER	N	None	0	0	0	0	0	0	0%
	L	Single Crack	0	0	0	0	0	0	0%
	M	Multiple Cracks	0	0	0	0	0	0	0%
	H	Multiple Cracks With Potholes	0	0	0	0	0	0	0%
SLIPPAGE CRACKS	N	None	4	5	5	5	2	21	100%
	P	Present	0	0	0	0	0	0	0%
RAVELLING	N	None	36	50	50	50	20	206	98%
	P	Present	4	0	0	0	0	4	2%
WHEELPATH RUTTING	N	None	0	0	0	0	0	0	0%
	L	< 3/8"	1	0	0	0	0	1	5%
	M	3/8" to 3/4"	0	2	3	0	1	6	29%
	H	>3/4"	3	3	2	5	1	14	67%
WIDENING DROPOFF	N	None	4	5	5	5	2	21	100%
	L	< 3/8"	0	0	0	0	0	0	0%
	M	3/8" to 3/4"	0	0	0	0	0	0	0%
	H	>3/4"	0	0	0	0	0	0	0%
SHOULDER DETERIORATION	N	None	0	0	0	0	0	0	0%
	L	Single Crack	0	0	0	0	0	0	0%
	M	Multiple Cracks	0	0	0	0	0	0	0%
	H	Multiple Cracks With Potholes	4	5	5	5	2	21	100%
LANE/SHOULDER SEPARATION	N	None	4	5	5	5	2	21	100%
	L	< 1/4" / sealed	0	0	0	0	0	0	0%
	M	1/4" to 1"	0	0	0	0	0	0	0%
	H	>1"	0	0	0	0	0	0	0%
LANE/SHOULDER DROPOFF	N	None	2	5	5	5	2	19	90%
	L	<1"	0	0	0	0	0	0	0%
	M	1" to 2"	0	0	0	0	0	0	0%
	H	>2"	2	0	0	0	0	2	10%
SHOULDER DEFORMATION	N	None	0	0	0	0	0	0	0%
	P	Present	4	5	5	5	2	21	100%

Pavement Evaluation

Attachment C

Subsurface Investigation

GENERAL NOTES

1. Soil boring logs, notes and other data shown are the results of personal observations and interpretations made by Parratt-Wolff, Inc.

Exploration records prepared by our drilling foreman in the field form the basis of all logs, and samples of subsurface materials retained by the driller are observed by technical personnel in our laboratory to check field classifications.

2. Explanation of the classifications and terms:

a. Bedrock — Natural solid mineral matter occurring in great thickness and extent in its natural location. It is classified according to geological type and structure (joints, bedding, etc.) and described as solid, weathered, broken or fragmented depending on its condition.

b. Soils — Sediments or other unconsolidated accumulations of particles produced by the physical and chemical disintegration of rocks and which may or may not contain organic matter.

PENETRATION RESISTANCE

COHESIONLESS SOILS

Blows Per Ft.	Relative Density
0 to 4	Very Loose
4 to 10	Loose
10 to 30	Medium Dense
30 to 50	Dense
Over 50	Very Dense

COHESIVE SOILS

Blows Per Ft.	Consistency
0 to 2	Very Soft
2 to 4	Soft
4 to 8	Medium Stiff
8 to 15	Stiff
15 to 30	Very Stiff
Over 30	Hard

Size Component Terms

Boulder	Larger than 300 mm
Cobble	300 mm to 76 mm
Gravel — coarse	76 mm to 25.4 mm
— medium	25.4 mm to 9.51 mm
— fine	9.51 mm to 4.76 mm
Sand — coarse	4.76 mm to 2.00 mm
— medium	2.00 mm to 0.42 mm
— fine	0.42 mm to 0.074 mm
Silt and Clay	Finer than 0.074 mm

Proportion By Weight

Major component is shown with all letters capitalized.

Minor component percentage terms of total sample are:

and	35 to 50 percent
some	20 to 35 percent
little	10 to 20 percent
trace	1 to 10 percent

c. Gradation Terms — The terms coarse, medium and fine are used to describe gradation of Sand and Gravel.

d. The terms used to describe the various soil components and proportions are arrived at by visual estimates of the recovered soil samples. Other terms are used when the recovered samples are not truly representative of the natural materials, such as soil containing numerous cobbles and boulders which cannot be sampled, thinly stratified soils, organic soils and fills.

e. Ground water — The measurement was made during exploration work or immediately after completion, unless otherwise noted. The depth recorded is influenced by exploration methods, soil type and weather conditions during exploration. Where no water was observed it is so indicated. It is anticipated that the ground water table may rise during periods of wet weather and may fall during dry weather. In addition, perched ground water above the water levels indicated (or above the bottom of the hole where no ground water is indicated) may be encountered at changes in soil strata or top of rock.

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Hanshaw Road

LOCATION Ithaca, New York

HOLE NO. B-1
JOB NUMBER: 05138A
SURF. EL.
DATE STARTED: 05/25/05
DATE COMPLETED: 05/25/05

GROUNDWATER DEPTH
WHILE DRILLING 11.0'

BEFORE CASING
REMOVED 9.3'

AFTER CASING
REMOVED

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

CASING TYPE HOLLOW STEM AUGER

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
							ASPHALT	1.0'
	1.0'-	1		10	10		Brown moist medium dense fine to coarse	
	3.0'			7	5	17	SAND, some to little silt	
	3.0'-	2		5	6			
5.0	5.0'			6	7	12		5.0'
	5.0'-	3		4	5		Brown moist medium dense fine to coarse	
	7.0'			4	4	9	SAND, some silt, little fine gravel	
	7.0'-	4		6	5			
	9.0'			4	5	9		9.0'
10.0	9.0'-	5		10	11		Brown wet medium dense fine to medium	
WL ▼	11.0'			7	9	18	SAND, trace silt	
	11.0'-	6		11	6			
	13.0'			7	7	13		13.0'
	13.0'-	7		12	17		Brown wet dense fine SAND, some silt	
15.0	15.0'			21	22	38		
							Bottom of Boring	15.0'

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Hanshaw Road

LOCATION Ithaca, New York

GROUNDWATER DEPTH
WHILE DRILLING 11.5'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

HOLE NO. B-2
JOB NUMBER: 05138A
SURF. EL.
DATE STARTED: 05/25/05
DATE COMPLETED: 05/25/05

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

CASING TYPE HOLLOW STEM AUGER

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
							ASPHALT	
	1.5'-	1			6			1.5'
	3.0'			7	10	17	Brown wet medium dense coarse to fine GRAVEL and coarse to fine SAND, some silt	
	3.0'-	2		4	4			
5.0	5.0'			5	4	9		3.0'
	5.0'-	3		5	4		Red-brown moist loose coarse to fine SAND and fine GRAVEL, trace silt	
	7.0'			3	5	7		5.0'
	7.0'-	4		7	5		Brown-gray moist to wet loose medium to fine GRAVEL and fine to coarse SAND, some to trace silt	
	9.0'			3	3	8		
10.0	9.0'-	5		2	2			
	11.0'			2	2	4		
WL ▽	11.0'-	6		2	2			
	13.0'			2	2	4		13.0'
	13.0'-	7		3	3		Gray wet loose fine to medium SAND	
15.0	15.0'			2	3	5		
							Bottom of Boring	15.0'

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT **Hanshaw Road**

LOCATION **Ithaca, New York**

GROUNDWATER DEPTH
WHILE DRILLING

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

CASING TYPE **HOLLOW STEM AUGER**

HOLE NO. **B-3**
JOB NUMBER: **05138A**
SURF. EL.
DATE STARTED: **05/25/05**
DATE COMPLETED: **05/25/05**

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
							ASPHALT	**1.5'**
	1.5'-	**1**			**7**		**Tan wet stiff SILT, fine to coarse SAND**	
	3.0'			**6**	**7**	**13**	**and fine to coarse GRAVEL**	**3.0'**
	3.0'-	**2**		**7**	**6**		**Brown moist to wet medium dense to**	
5.0	**5.0'**			**6**	**7**	**12**	**loose medium to fine GRAVEL and coarse**	
	5.0'-	**3**		**5**	**4**		**to fine SAND, little silt**	
	7.0'			**5**	**6**	**9**		**7.0'**
	7.0'-	**4**		**6**	**10**		**Brown moist hard SILT**	
	9.0'			**21**	**22**	**31**		
10.0	**9.0'-**	**5**		**14**	**14**			
	11.0'			**17**	**20**	**31**		
	11.0'-	**6**		**14**	**15**			
	13.0'			**20**	**22**	**35**		**13.0'**
	13.0'-	**7**		**21**	**20**		**Brown-gray moist hard SILT and CLAY**	
15.0	**15.0'**			**19**	**18**	**39**		
							Bottom of Boring	**15.0'**

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Hanshaw Road

LOCATION Ithaca, New York

GROUNDWATER DEPTH
WHILE DRILLING 9.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED 6.5'

CASING TYPE HOLLOW STEM AUGER

HOLE NO. B-4
JOB NUMBER: 05138A
SURF. EL.
DATE STARTED: 05/26/05
DATE COMPLETED: 05/26/05

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
							ASPHALT	1.1'
	1.0'-	1		7	7		Brown moist very stiff SILT, little coarse to fine sand, little fine gravel, trace clay	
	3.0'			10	10	17		
	3.0'-	2		11	12			
5.0	5.0'			10	9	22		
	5.0'-	3		10	7			
	7.0'			8	10	15		7.0'
	7.0'-	4		9	50-.4'		Brown wet very dense coarse to fine GRAVEL, coarse to fine SAND and SILT	9.0'
WL ▽	7.9'							
10.0	9.0'-	5		12	18		Gray moist hard SILT, some clay with embedded fine to medium gravel and fine to coarse sand	
	11.0'			40	50	58		
	11.0'-	6		50-.1'				
	11.1'						Bottom of Boring	11.1'
15.0								

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT **Hanshaw Road**

LOCATION **Ithaca, New York**

GROUNDWATER DEPTH
WHILE DRILLING **5.2'**

BEFORE CASING
REMOVED **4.4'**

AFTER CASING
REMOVED

HOLE NO. **B-5**
JOB NUMBER: **05138A**
SURF. EL.
DATE STARTED: **05/26/05**
DATE COMPLETED: **05/26/05**

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

CASING TYPE **HOLLOW STEM AUGER**

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
							ASPHALT	**0.8'**
	1.0'-	**1**		**4**	**4**		**Brown moist stiff to hard SILT, little clay**	
	3.0'			**5**	**8**	**9**	**with embedded fine to coarse gravel,**	
	3.0'-	**2**		**50-.1'**			**fine to coarse sand and cobbles**	
▼ **5.0**	**3.1'**							**5.0'**
WL	**5.0'-**	**3**		**14**	**28**		**Brown wet very dense coarse to fine**	
	6.2'			**50-.2'**			**GRAVEL and coarse to fine SAND, some**	
	7.0'-	**4**		**48**	**50-.3'**		**silt**	**8.0'**
	7.8'						**Gray dry hard silty weathered SHALE**	
10.0	**9.0'-**	**5**		**50-.2'**			**Bottom of Boring**	**9.2'**
	9.2'							

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT Hanshaw Road

LOCATION Ithaca, New York

GROUNDWATER DEPTH
WHILE DRILLING 7.0'

BEFORE CASING
REMOVED

AFTER CASING
REMOVED 6.8'

CASING TYPE HOLLOW STEM AUGER

HOLE NO. B-6
JOB NUMBER: 05138A
SURF. EL.
DATE STARTED: 05/26/05
DATE COMPLETED: 05/26/05

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
							ASPHALT	0.7'
	1.0'-	1		17	21		Brown dry very dense medium to fine GRAVEL and coarse to fine SAND, trace to little silt	
	3.0'			30	28	51		
	3.0'-	2		25	33			
5.0	5.0'			32	29	65		5.0'
	5.0'-	3		16	10		Gray wet very stiff SILT, little clay with embedded medium to fine gravel and fine to coarse sand	
WL ▽	7.0'			11	12	21		
	7.0'-	4		24	24			7.0'
	8.8'			48	50-.3'	72	Gray wet very dense coarse to fine GRAVEL and coarse to fine SAND, little silt	
10.0							Auger Refusal	8.8'
							Bottom of Boring	8.8'

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT **Hanshaw Road**

LOCATION **Ithaca, New York**

GROUNDWATER DEPTH
WHILE DRILLING

BEFORE CASING
REMOVED

AFTER CASING
REMOVED

HOLE NO. **B-7**
JOB NUMBER: **05138A**
SURF. EL.
DATE STARTED: **05/26/05**
DATE COMPLETED: **05/26/05**

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER
FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER
FALLING "/ OR PERCENT CORE RECOVERY

CASING TYPE **HOLLOW STEM AUGER**

SHEET **1 OF 1**

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
							ASPHALT	**0.7'**
	1.0'-	**1**		**12**	**21**		**Brown-gray moist hard SILT, some fine**	
	3.0'			**22**	**22**	**43**	**to coarse gravel, little fine to coarse sand**	**3.0'**
	3.0'-	**2**		**24**	**26**		**Gray dry hard silty weathered SHALE**	
5.0	**5.0'**			**40**	**56**	**66**	**Auger Refusal**	**5.0'**
	5.0'	**3**		**100-.0'**			**Bottom of Boring**	**5.0'**

parratt wolff inc

TEST BORING LOG

5879 Fisher Road
East Syracuse, NY 13057

PROJECT **Hanshaw Road**

LOCATION **Ithaca, New York**

GROUNDWATER DEPTH
WHILE DRILLING **8.5'**

BEFORE CASING
REMOVED **7.2'**

AFTER CASING
REMOVED

CASING TYPE **HOLLOW STEM AUGER**

HOLE NO. **B-8**
JOB NUMBER: **05138A**
SURF. EL.
DATE STARTED: **05/26/05**
DATE COMPLETED: **05/26/05**

N - NO. OF BLOWS TO DRIVE SAMPLER 12" W/140# HAMMER FALLING 30" - ASTM D-1586 STANDARD PENETRATION TEST

C - NO. OF BLOWS TO DRIVE CASING 12" W/ # HAMMER FALLING "/ OR PERCENT CORE RECOVERY

SHEET 1 OF 1

DEPTH	SAMPLE DEPTH	SAMPLE NO.	Rec	SAMPLE DRIVE RECORD PER 6"		N	DESCRIPTION OF MATERIAL	STRATA CHANGE DEPTH
	0.5'-	1			17		ASPHALT	0.5'
	2.0'			15	19	34	Brown moist dense medium to fine GRAVEL and coarse to fine SAND, little silt	2.0'
	2.0'-	2		11	10			
	4.0'			11	15	21	Brown moist to wet very stiff SILT, some clay with embedded medium to fine gravel and fine to coarse sand	
5.0	4.0'-	3		9	10			
	6.0'			9	8	19		
	6.0'-	4		9	8			
	8.0'			9	7	17		8.0'
WL ▽	8.0'-	5		2	3		Brown wet stiff SILT, CLAY, medium to fine GRAVEL and fine to coarse SAND	10.0'
10.0	10.0'			5	6	8		
	10.0'-	6		6	8		Gray-brown wet medium dense medium to fine GRAVEL and fine to coarse SAND, some silt	
	12.0'			15	20	23		
	12.0'-	7		22	21			12.0'
	14.0'			19	20	40	Gray-brown wet dense coarse to fine GRAVEL, coarse to fine SAND and SILT	
15.0	14.0'-	8		23	24			
	16.0'			24	20	48		
							Bottom of Boring	16.0'
20.0								

END OF SECTION

2.00 SPECIAL NOTES

Listing of Contract Documents

Asphalt Price Adjustment

Fuel Price Adjustment

Utility Coordination

Water Main Appurtenances

Millings

Availability of Right of Way

LISTING OF CONTRACT DOCUMENTS

The contract documents for this project consist of the following items:

1. "Project Manual and Technical Specifications for CR 109, Hanshaw Road Reconstruction. Pleasant Grove Road to Sapsucker Woods Road" dated May 2013.
2. Engineering drawings entitled "Reconstruction of Hanshaw Road, County Road 109, Town of Ithaca, Vaillage of Cayuga Heights", dated May 2013, and consisting of contract drawings 1 through 130.
3. The New York State Department of Transportation Standard Specifications (Metric Units) of May 4, 2006, as amended to May 2, 2013, and all addenda in effect on the date of advertising for bids, shall apply, except where modified in these specifications.

Where reference is made to New York State, State, State Department of Transportation, Commissioner, Deputy Chief Engineer of the Technical Services Department (D.C.E.T.S), Deputy Chief Engineer (Structures) (D.C.E.S.), Geotechnical Engineering Bureau (GEB), etc., the appropriate Tompkins County Official is implied. References to the Engineer or Inspector shall mean that the Engineer Representing Tompkins County is implied.

The provisions of Sections 200, 300, 400, 500 and 600 shall apply except for the non-standard items noted in the Special Specifications. Material details as stipulated in section 700 shall apply as modified in the plans and specifications. The following provisions of Section 100 of the NYSDOT Standard Specification shall apply to this contract:

101-01 and 101-02
102-02 through 102-05, 102-08, 102-10
104 All Sections
105-01 through 105-21
106 All Sections
107-01 through 107-12
108-01 through 108-05, 108-07
109 All Sections

In any instance where the provisions of the NYS Department Transportation Standard Specifications are in conflict with the provisions contained within this document, the stricter provision shall govern.

The Tompkins County Highway Division or their representative shall make the final interpretations of any irregularities, ambiguities, or questions arising out of the Specifications and the New York State Department of Transportation Specifications used on this project.

END OF SECTION

ASPHALT PRICE ADJUSTMENT

The May 2013 PGB Index Price, $ 641.00 per metric ton (mt), shall be used for this contract.

The table below lists conversion factors used in computing the Asphalt Price Adjustment. Bituminous materials not listed below are also eligible for asphalt price adjustment using the conversion factor of a similar listed material with the same pay units. If an appropriate conversion factor is not apparent, the Materials Bureau shall be contacted to provide this information. The conversion factors for asphalt concrete mixed with slag shall be increased by 25%.

CONVERSION FACTORS FOR COMPUTING ASPHALT PRICE

DESCRIPTION OF MATERIAL	CONVERSION FACTOR (METRIC)		CONVERSION FACTOR (ENGLISH)	*ITEM NUMBER
Bitum. Stabilized Course	0.085	t PGB/m^3	0.072 T PGB/CY	302.01, .0102
Asphalt Treated Permeable Base Type 1	0.030 (0.020)	t PGB/t	0.03 T PGB/T	402.010901
Asphalt Treated Permeable Base Type 2	0.035 (.025)	t PGB/t	0.035 (.025) T PGB/T	402.011901
Miscellaneous Patching HMA	0.070 (0.060)	t PGB/t	0.07 T PGB/T	402.038x0l RR
Shim Course	0.0825 (0.0725)	t PGB/t	0.0825 T PGB/T	402.058901
Type IOFX Top	0.055	t PGB/t	0.055 T PGB/T	402.200401 RR
Tack Coat (Asphalt Emulsion)	0.00031	t PGB/L	0.00129 T PGB/gal	XX407.01
37.5 rum Superpave	0.040 (0.030)	t PGB/t	0.04 T PGB/T	402.37xx01
25 rum Superpave HMA	0.045 (0.035)	t PGB/t	0.045 T PGB/T	402.25xx01
19 rum Superpave HMA	0.048 (0.038)	t PGB/t	0.048 T PGB/T	402. 19xx01
12.5rum Superpave HMA	0.052 (0.042)	t PGB/t	0.052 T PGB/T	402.12xx01,402.12xx01 RR
9.5rum Superpave HMA	0.064 (0.054)	t PGB/t	0.064 T PGB/T	402.09xx01,402.09xx01 RR
6.3rum Superpave HMA	0.065 (0.055)	t PGB/t	0.064 T PGB/T	402.067x01 RR
Asphaltic Sealants (ASTM 6690)	0.00072	t PGB/L	0.0300 T PGB/gal	402.75XX RR
Paver Placed Surface Treatment Types A, B, and C	0.0016	t PGB/m^2	0.0300 T PGB/gal	402.918x02 RR, .928x02 RR. .938x02 RR
Bituminous Material (Pavement, Shoulders)	0.00065	t PGB/L	0.00271 T PGB/gal	410.07
Micro-Surfacing, Type I1	0.09	t PGB/t	0.09 T PGB/T	410.102102 RR
Micro-Surfacing. Type III and Rut Filling	0.075	t PGB/t	0.075 T PGB/T	410.103102 RR, .104102 RR
Quick-Set Slurry, Type II	0.115	t PGB/t	0.115 T PGB/T	410.202302 RR
Quick-Set Slurry, Type III	0.1	t PGB/t	0.1 T PGB/T	410.203302 RR
Asphalt Sidewalks, Driveways	0.064	t PGB/t	0.064 (.042) T PGB/T	608.02xx RR
Miscellaneous Asphalt 702-07	0.00106	t PGB/L	0.00442 T PGB/gal	618.0101, .0201, .0301, .0401, .0501, .0601, .0701, .0801
Asphalt Emulsion 702-3001	0.00055	t PGB/L	0.00229 T PGB/gal	618.0301
Asphalt Emulsion 702-310 I, 3102	0.00063	t PGB/L	0.00259 T PGB/gal	618.3101, .3102
Asphalt Emulsion 702-3201, 3301	0.00065	t PGB/L	0.00271 T PGB/gal	618.3201, .3301
Asphalt Emulsion 702-3401, 3402	0.00065	t PGB/L	0.00271 T PGB/gal	618.3401, .3402
Asphalt Emulsion 702-350I, 3601	0.00057	t PGB/L	0.00238 T PGB/gal	618.3501, .3601
Cationic Asph. Ernul. 702-4001	0.0006	t PGB/L	0.0025 T PGB /gal	618.4001
Cationic Asph. Ernul. 702-4101, 4201	0.00065	t PGB/L	0.00271 T PGB /gal	618.4101, .4201
Cationic Asph. Ernul. 702-4301	0.00065	t PGB/L	0.00271 T PGB /gal	618.4301
Cationic Asph. Ernul. 702-4401, 4501	0.00057	t PGB/L	0.00263 T PGB /gal	618.4601, .4801

ASPHALT PRICE ADJUSTMENT (continued)

Notes:

1. In accordance with the specification, the index value for the asphalt price adjustment is the average posted price for the month of advertisement.
2. A two-digit suffix (RR) at the end of a contract pay item indicates a special specification.
3. Additional factors listed in parentheses are for mixes containing recycled asphalt pavement (RAP).
4. Quality Adjustment Items (402/608) are not eligible for fuel or asphalt price adjustment.
5. The conversion factors for HMA mixed with slag shall be increased by 25%.
6. The conversion factor for Truing and Leveling courses or other items that allow mix options will be based on the actual mixes used.

* Item Number: This is the contract pay item number (M is omitted in the table) under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number. Contact the NYSDOT Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.

t = metric ton = 1,000kg

END OF SECTION

FUEL PRICE ADJUSTMENT

The **May 2013 Fuel Index Price, $ 0.78 per liter**, shall be used for this contract. The table below lists eligible items used in computing the Fuel Price Adjustment.

ELIGIBLE ITEMS & USAGE FACTORS FOR FUEL ADJUSTMENT

*ITEM NUMBER	DESCRIPTION	Fuel Usage Factor (METRIC)		Fuel Usage Factor (ENGLISH)
203.05, .06, .07, .08, .20, .21, and .25	Excavation & Embankment	2.23	L/m^3	0.45 gal / cy
203.02	Excavation	1.73	L/m^3	0.35 gal / cy
203.03	Embankment	0.50	L/m^3	0.10 gal / cy
204.01, .02	Controlled Low Strength Material	4.95	L/m^3	1.00 gal / cy
206.01, .02, and .04	Structure/Trench/Culvert Excavation	2.48	L/m^3	0.50 gal / cy
302.01	Bituminous Stabilized Course	6.93	L/m^3	1.40 gal / cy
ALL 304 ITEMS	Subbase Course	4.70	L/m^3	0.95 gal / cy
402 ITEMS and 608.02 (See Note 2)	Hot Mix Asphalt	10.30	L/t	2.47 gal / T
502 ITEMS (See Note 2)	Portland Cement Concrete Pavement	4.95	L/m^3	1.00 gal / cy
554.xx	Mechanically Stabilized Earth System	See Note 3		See Note 3
555.xx	Footing Concrete & ConCrete for Structures -All Classes (e.g., A, F, G, HP, etc.)	4.95	L/m^3	1.00 gal / cy
557.xx	Approach Slabs and Structural Slabs with bottom formwork	0.98	L/m^2	0.22 gal / sy
557.xx	Structural Slabs - no bottom formwork	0.49	L/m^2	0.11 gal / sy
557.13	Class D Concrete	0.24	L/m^2	0.05 gal / sy
613.xx	Topsoil	0.50	L/m^2	0.10 gal / sy

Notes:

1. The Index Price for the Fuel Price Adjustment is the average posted price for the month of advertisement.
2. Quality Adjustment Items (402/502/608) are not eligible for fuel price adjustment.
3. Use the Usage Factor of Excavation and Embankment, 2.23 L/M^3, multiplied by d, the depth of fill measured horizontally, in Item 554.xx. The value of d will be computed by dividing the total volume of fill in the item by the total area of wall in square meters.

* Item Number: This is the contract pay item number (M is omitted in the table) under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "DESCRIPTION" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number. Contact the NYSDOT Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.

t = metric ton = 1.000 kg

END OF SECTION

UTILITY COORDINATION

The Contractor must coordinate the project schedule of operations with the various utility owners involved with the project. The Contractor shall verify information found in the contract documents. Utility revisions required to be made by the various Utility owners in connection with this project include:

1. NEW YORK STATE ELECTRIC & GAS (NYSEG):

New York State Electric and Gas (NYSEG) NYSEG will relocate existing overhead electric lines as tabulated in the Contract Drawings. NYSEG will obtain new permanent easements as needed prior to construction. To facilitate coordination, the Contractor shall stake out the proposed work elements in affected areas to assist NYSEG in selecting new pole locations. All relocation work will take place after stake-out and during construction. Where clearing and grubbing is necessary within a new NYSEG easement, NYSEG will complete the clearing and grubbing operations and coordinate with the Contractor for the removal of waste material.

The Contractor's attention is drawn to the existence of underground electric services within the project limits as shown on the plans. The Contractor shall take care to ensure that underground electric services are not damaged during construction. Any underground electric service damaged by the Contractor's operations or those of his subcontractors, unless said impact is deemed unavoidable due to normal construction requirements by the Engineer, shall be replaced in-kind at no additional cost to the Contract.

The contract person for NYSEG electric is Mr. Rick Hansen, (607) 347-2762.

NYSEG gas will relocate and/or lower existing underground mains and services where they conflict with the proposed work, including drainage ditches, storm sewers, and profile adjustments throughout the project limits. This work will take place during construction. NYSEG also plans to replace its existing gas main between Pleasant Grove Road and Muriel Street while the project is under construction.

The contact person for NYSEG gas is Mr. Greg Dense, (607) 857-8986.

2. TOWN OF ITHACA & BOLTON POINT WATER SYSTEM:

The Contractor will relocate existing water main, services, valves, hydrants, and services, etc. that are in conflict with the proposed work as shown on the Contract Plans. Additionally, the Contractor shall refer to the Special Note on Water Main Appurtenances for further information. The Contractor shall coordinate directly with the Town of Ithaca and Bolton Point Water System at least two weeks in advance of beginning any work on the water main. All shut downs must be coordinated by the Contractor with the Town of Ithaca and Bolton Point Water System. A minimum of 48 hours notice is necessary prior to shutting down any portion of the existing main. The Contractor shall coordinate all necessary testing and disinfection with the Town of Ithaca and Bolton Point Water System.

The contact person for the Town of Ithaca is Mr. Creig Hebdon, (607) 273-1656. The contact person for the Bolton Point Water System is Mr. Jack Rueckheim, (607) 277-0660.

UTILITY COORDINATION (continued)

3. FINGER LAKES TECHNOLOGIES:

Finger Lakes Technologies Group will relocate existing overhead and underground fiber optic cables as tabulated in the Contract Drawings. Work to relocate these lines will take place during construction and commence once NYSEG has completed the installation of new utility poles.

The contact person for this project is Mr. Tim Fallon, (607) 351-6605.

4. WINDSTREAM COMMUNICATIONS:

Windstream Communications will relocate any existing underground or overhead fiber optic cables as tabulated in the Contract Drawings. Work to relocate these lines will take place during construction and commence once NYSEG has completed the installation of new utility poles.

The contact person for this project is Mr. Tom Wingert, (315) 575-2667.

5. TIME-WARNER CABLE:

Time Warner Cable will relocate existing overhead or underground communication lines as tabulated in the Contract Drawings. Work to relocate these lines will take place during construction and commence once NYSEG has completed the installation of new utility poles.

The contact person for this project is Mr. Jeff Colbert, (607) 272-7875.

6. VERIZON:

Verizon will relocate existing overhead and underground communication lines as tabulated in the Contract Drawings. Verizon will obtain new permanent easements as needed prior to construction. Work to relocate these lines will take place during construction and commence once NYSEG has completed the installation of new utility poles.

Verizon will lower existing underground fiber optic cable where there is a conflict with the proposed drainage facilities. This work will take place during construction.

The contact person for this project is Mr. Chris Torrey, (607) 734-0279 or (315) 560-8985.

END OF SECTION

WATER MAIN APPURTENANCES

The following are the preferred requirements of the owner of the water system for this contract. All manufacturer or proprietary material designations are preferred by the owner in order to match their existing system. Approval of an equal item, other than that specified, must be granted by the Engineer after consulting the Owners representative.

Owner: Town of Ithaca, Seven-Mile Drive, Ithaca, NY 14850.
Contact: Creig Hebdon - Phone #: (607) 273-1656

Operator: Bolton Point Water System, 1402 East Shore Drive, Ithaca, NY 14850.
Contact: Jack Rueckheim - Phone #: (607) 277-0660

The Owner requires review and approval of materials and details. The estimated time required for approval by the Owner of materials and details during construction is:

Pipe:

Type of Material:..... D.I.P.
Pressure/Thick Class or DR ..... class 52
Lining: ..... double cement
Type of Joint: ..... tyton (push-on)
Bedding Requirements ..... Bedding Stone 6" below to 12" above (Dimensions and item)

Fittings:

(Compact Ductile Iron [C153] required unless otherwise noted)
C110 Full Body Required For Size..... n/a NPS To n/a NPS

Thrust Restraint Type:

All change of direction fittings: Concrete thrust block plus one of following: restrained joint, retainer gland, or tie rod (asphalt coated or stainless steel).

Tie Rods:

Type: ..... asphalt coated or stainless steel
Size: ..... ¾ ".

Valves:

Manufacturer: ..... Clow, Mueller
Type..... gate
Open: ..... Left (Counter-Clockwise) or Right (Clockwise)
Valves connecting to the water main may be operated only by Town of Ithaca DPW or Bolton Point.

Valve Boxes: (Slide type adjustable required unless otherwise noted)

Type: ..... screw type (not slide), 5.25", cast iron lid marked "water".

Hydrants:

Manufacturer: ..... Clow, Clow-Eddy, Mueller
Model:..... Mueller Centurion

WATER MAIN APPURTENANCES (continued)

Pumper nozzle, qty, thread, & size: ..... (1). NST, 4.5"
Hose nozzle, qty, thread, & size: ..... (2), NST, 2.5"
Open: ..... xx Left (Counter-Clockwise) or Right (Clockwise)
Size/shape of operating nut: ..... pentagonal, standard size
Depth of Bury: ..... 5 ft (min)
Color: ..... Federal Safety Orange (Rustoleum #956)

Service Connection Materials:

- Corporation Stop
  - Type: ..... Ball type, compression connections
  - Manufacturer: ..... Mueller, Ford
  - Connection Size: ..... min. 1"
- Curb Stop
  - Type: ..... ball type, compression connections
  - Manufacturer: ..... Mueller, Ford
  - Connection Size: ..... min. 1"
- Curb Box
  - Type: ..... Buffalo style w/ rod and centering ring, screw type, CI lid marked "water"
  - Manufacturer: ..... None specified
  - Connection Size: ..... varies
  - Length: ..... min. 60"
  - Fittings: ..... compression
  - Manufacturer: ..... Ford, Mueller

Taps:

Dry taps allowed on case-by-case basis. Allowable water main shut down time is 3 Hours.

END OF SECTION

MILLINGS

All millings resulting from ITEM 490.10, Production Cold Milling of Bituminous Concrete and 490.30, Miscellaneous Cold Milling of Bituminous Concrete that are not recycled for use on the project shall be returned to the Tompkins County Highway Division. The Contractor shall coordinate the drop off location and time with Tompkins County.

END OF SECTION

AVAILABILITY OF RIGHT OF WAY

The Contractor is hereby notified that all right of way, both permanent and temporary easements, as shown of the Contract Drawings has been acquired by Tompkins County and is available for the Contractor's use. Accordingly, all bids should be submitted on the basis that entry on all sites is permissible for the Contractor.

The Contractor is hereby notified that the temporary easements listed below will expire on February 28, 2014. Therefore, all work required within these temporary easements must be completed before the expiration date. The expiration date for all other temporary easements not listed in the table below is October 31, 2014.

Map #	Parcel #	Reputed Owner	Street Address	Map #	Parcel #	Reputed Owner	Street Address
1	182	ReRob, LLC	842 Hanshaw	84	179	McGowan, K & Nawiana, K	1207 Hanshaw
4	5	Velleman, Paul	1006 Hanshaw	30	45	Parker, Kenneth & Marian	1210 Hanshaw
5	6	Carruthers, Peter & Janet	1008 Hanshaw	97	180	Wishart, John & Victoria	1211 Hanshaw
9	12	O'Connor, Stanley	1010 Hanshaw	32	47	Bajwa, Omer & Lisa	1214 Hanshaw
10	14	Krizek, George	1011 Hanshaw	36	58	Ainslie, James	1301 Hanshaw
11	16	Country Club of Ithaca	1011 Hanshaw	37	60	Taylor, Clark & Emily	1305 Hanshaw
85	159	David, Betty	1019 Hanshaw	38	62	Gollands, Brian & Euell, Mary	1306 Hanshaw
14	22	Belbase, Eknath & E.	1020 Hanshaw	39	64	Fenner, James & Joan	1308 Hanshaw
86	161	Yaley, John & Gilda	1021 Hanshaw	40	66	McIsaac, M Lou	1310 Hanshaw
87	163	Richards, Louise	1023 Hanshaw	43	70	Castillo-Davis, Samantha	1312 Hanshaw
88	165	DiGiacomo, Alfred & Mary	1025 Hanshaw	45	73	DeRosa, John & Jennifer	1316 Hanshaw
17	26	Gladstein, Gerald & Betty	1026 Hanshaw	51	84	Barrero, Benigno	1319 Hanshaw
18	157	Turton, Gary & Carol	1027 Hanshaw	50	82	Pelmo, Tenzin	1322 Hanshaw
19	28	Anderson, Richard & Megan	1030 Hanshaw	56	95	Concannon, Patrick & Natalie	1407 Hanshaw
24	33	Williams, Kenneth & Charlotte	1036 Hanshaw	52	86	Northrup and Smoolca	1402 Hanshaw
90	168	Cusker, Jeremy & Porri, Teresa	1039 Hanshaw	53	88	Wagner, Paul & Vanessa	1405 Hanshaw
92	171	Zu Yu Pu & Yang Ming Yuan	1101 Hanshaw	58	99	Lurie, Alison	1409 Hanshaw
93	172	Kobre, Marlene	1103 Hanshaw	60	103	Schneider, Barbara	1411 Hanshaw
95	175	Brace & Register	1107 Hanshaw	61	107	Augustine, Anthony & Julia	1413 Hanshaw
96	177	Kato, Joseph & Snezana	1201 Hanshaw	57	97	Allmendinger, R & Jordan, T	1414 Hanshaw
34	51	DuBois, Jeffrey, Richard & Rosalyn	400 Warren	72	118	Jessup, Erica	1442 Hanshaw
35	54 & 55	Siew, Fern	403 Warren				

END OF SECTION

3.00 SPECIAL SPECIFICATIONS

The following pages (224 through 249, inclusive) add to and modify the NYSDOT "Standard Specifications for Construction and Materials - *Metric Units*" Handbook, Office of Engineering, May 4, 2006 OR are other special specifications for the Hanshaw Road Reconstruction Project. The following sections are added to and otherwise modify and supplement the Contract Documents.

ITEM NO.	DESCRIPTION
206.04010011 M	PNEUMATIC EXCAVATION AND BACKFILL OF TRENCHES
520.50140008 M	SAW CUTTING ASPHALT PAVEMENT, CONCRETE PAVEMENT AND ASPHALT OVERLAY ON CONCRETE PAVEMENT
601.02--24 M	INTEGRALLY COLORED HOT APPLIED POLYMER WEARING SURFACE - COARSE AGGREGATE TYPE F2 CONDITIONS
607.41010010 M	TEMPORARY PLASTIC BARRIER FENCE
607.97000008 M	REMOVE AND RESET EXISTING FENCE
610.14000011 M	STRUCTURAL SOIL MIX
680.80149305 M	NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET
680.90920001 M	ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT, FOR TRAFFIC SIGNAL INSTALLATIONS
680.95020815 M	SERVICE CABLE 2 CONDUCTOR, NO. 08 AWG

END OF SECTION

ITEM 206.0401 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TRENCHES

ITEM 206.0402 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TEST PITS

DESCRIPTION

This work shall consist of performing Pneumatic Excavation and Backfill of Trenches or Test Pits in accordance with the Contract Documents and as directed by the Engineer. This work shall include the protection of tree roots for purposes of installing conduits, direct burial cables, and other subsurface utilities.

MATERIALS

Materials shall meet the following requirements, as modified by any supplemental landscape specifications or special notes included in the Contract Documents:

Pneumatic Excavating Tool. Excavation shall be performed through the use of a pneumatic excavation tool with the following requirements:

The high air velocity excavation tool shall be specifically designed to fracture, pulverize, and displace porous and semi-porous soils without harming or causing damage to tree roots, existing subsurface utilities, or other non-porous objects. The Contractor shall submit catalog cuts from the manufacturer verifying that the pneumatic excavation tool meets the following criteria:

Rated Operating Pressure:	6.2 - 7.0 bar
Air Stream Velocity at Cutting Head:	2,200 - 2,500 km/hr
Air Displacement:	4,000 - 5,000 L/min

Air Compressor. The air compressor may be either a portable or truck-mounted unit and shall be adequately sized as required to power the pneumatic excavation tool in accordance with the manufacturer's recommendations for the pneumatic excavating tool.

Vacuum Truck. A vacuum truck should be used to collect excavated spoil directly from the trench or pit.

Containment Structure. To prevent the spread of excavated soil onto adjacent roadways and areas beyond the designated work zone limits, the Contractor shall provide a mobile structure or barrier to contain the material dislodged by the pneumatic excavation tool from the trench or pit. Timber or corrugated metal shields, tents supported on tubular frames or other structures as approved by the engineer may be used.

Root Protection

Cotton Mats	711-02
Burlap	711-06

ITEM 206.0401 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TRENCHES

ITEM 206.0402 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TEST PITS (continued)

Backfill

Topsoil	713-01
Limestone	713-02
Fertilizer	713-03
Organic Material	713-13

CONSTRUCTION DETAILS

The work shall be in accordance with SECTION 206-3 TRENCH, CULVERT and STRUCTURE EXCAVATION with modifications as follows:

The following is to be executed **PRIOR TO PNEUMATIC EXCAVATION.**

Work Site Safety. Pneumatic excavation shall be performed in compliance with all applicable OSHA regulations and the manufacturer's operating instructions. Adequate eye and ear protective equipment shall be worn by all crew members present at the work site.

The Contractor shall be responsible to provide adequate equipment and perform pneumatic excavation techniques properly to preclude movement of any air-borne soils onto adjacent roadways or other areas beyond the designated work zone limits. Failure to contain and/or collect the excavated soil will result in the immediate termination of pneumatic excavation until soil containment and/or collection procedures are determined adequate by the Engineer.

The Contractor shall keep the public at a safe distance from the work zone at all times by means approved by the Engineer.

Operator Qualifications. The excavating tool shall be utilized only by personnel having at least one year of experience operating the pneumatic excavation tool. The Contractor shall submit to the Engineer written certification from the equipment manufacturer or supplier of the operator's training and experience in the use of the pneumatic excavation tool.

Arborist: Unless otherwise directed by the EIC, all pneumatic excavation work shall be performed under the direction of an International Society of Arboriculture (ISA) Certified Arborist provided by the County.

Pre-Pneumatic Excavation Meeting. Prior to the start of such excavation, the Contractor and its approved Operator for pneumatic excavation shall attend a meeting arranged by the Engineer with the Regional Landscape Architect, certified Arborist and other parties as appropriate, to review the requirements of this item including the schedule of operations, the mandatory presence of the Arborist. safety measures, reporting, etc.

ITEM 206.0401 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TRENCHES

ITEM 206.0402 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TEST PITS (continued)

The contractor is required to submit a schedule of his anticipated pneumatic excavations at this meeting.

PNEUMATIC EXCAVATION PROCEDURES

Dust Control. The work area shall be watered thoroughly at least 24 hours in advance of but no more than 48 hours prior to the start of any pneumatic excavation to reduce the incidence of airborne dust resulting from the pneumatic excavation operation.

Excavation - General. Trench and test pit excavation using the pneumatic excavation tool shall be performed in accordance with the manufacturer's recommendations to remove soil without damage to the roots of trees and/or utilities either in or adjacent to the excavation.

Test Pit Excavation. Test pits indicated in the drawings or as directed by the Engineer to be dug within limits designated for pneumatic excavation shall be excavated prior to other trenching using the pneumatic excavating tool.

The limits of the excavation shall be those sufficient to determine existing utility type, size and/or condition. This work shall not relieve the Contractor of the responsibility **to** locate underground facilities as required under 16 NYCRR Part 753.

Trench Excavation. Pneumatic excavation shall be performed at locations as indicated in the drawings or as directed by the Engineer where trench excavation for conduit installation will occur within or in close proximity to the drip-lines of trees.

Trenches shall be excavated to a depth of 900mm. as indicated in the drawings or as directed by the Engineer.

Root Protection. The Contractor shall place wet burlap or cotton mats upon both the fibrous and structural roots immediately after they have been exposed by the pneumatic excavating tool. The burlap or cotton covering may be removed to perform inspection or utility installation operations, but the Contractor shall be required to keep the burlap or cotton towels wet and the roots moist until backfilling is complete.

The Engineer shall be immediately informed of any damaged tree roots. No tree roots may be pruned except as specifically authorized by the Arborist. In the case that the concentration of roots obstructs the placement of the conduit to the required line and grade, limited pruning may be necessary as directed by the Arborist. Tree roots in excess of 25 mm in diameter, measured at the edge of the excavation, shall be cut cleanly at the edge of excavation using a sharp cutting tool. All root pruning shall be performed under the direction of the ISA Certified Arborist.

Conduit Installation. Conduit and direct burial cables shall be installed in accordance with the applicable conduit specifications and details shown on the drawings, including bedding materials.

ITEM 206.0401 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TRENCHES

ITEM 206.0402 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TEST PITS (continued)

In order to facilitate trench backfilling on an expedited basis, the Contractor shall install conduit and direct burial cables in a continuous operation along with the pneumatic excavation operations to allow for backfilling of the trench within the same work shift.

The exposed root system will make "rolling" multiple sections of assembled conduit from the adjacent surface into the trench impossible. Therefore, workers shall pass each individual conduit section carefully through the root system for placement and assembly within the excavated trench.

Trench and Test Pit Backfill. Excavated trenches and test pits containing exposed tree roots shall be backfilled immediately after the Engineer approves the conduit and cable installations within the trench and/or the inspection of the test pit. The Contractor shall provide adequate work crews to backfill trenches and test pits within 24 hours of excavation.

Upon completion of inspection or installation work, the Contractor shall remove the burlap or cotton matting and begin backfilling, operations.

Suitable excavated material may be used as backfill up to a depth of 300 mm below finish grade. The existing soil shall be amended with humus, peat, peat moss, or source-separated compost in the ratio of one part organic to seven parts excavated soil. If required, provide additional clean backfill material.

Backfilling of the trench and test pit excavations shall be performed with care not to damage the exposed roots. The Contractor shall compact the backfill material under the direction of the ISA Certified Arborist. The Contractor shall compact the backfill material to be commensurate with the density of the undisturbed adjacent soils unless otherwise directed by the ISA Certified Arborist.

Surface restoration including backfilling the top 300 mm of the excavation with approved topsoil shall be performed separately under the appropriate items.

The Contractor shall properly dispose of excess and unsuitable excavated materials.

Tree Condition Report. The Contractor shall supply the ISA Certified Arborist with information as needed for the Arborist to prepare periodic reports to the Engineer and Regional Landscape Architect. Reports will summarize the number, type, and condition of trees adjacent to each pneumatic trench excavation, duration of open trenches, and identify any root damage and actions taken.

METHOD OF MEASUREMENT

Pneumatic Excavation and Backfill of Trenches will be measured as the number of linear meters along the centerline of the excavated trench, including backfill, regardless of the number of conduits or direct burial cables installed within the trench.

ITEM 206.0401 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TRENCHES

ITEM 206.0402 11 - PNEUMATIC EXCAVATION AND BACKFILL OF TEST PITS (continued)

Pneumatic Excavation and Backfill of Test Pits will be measured as the number of test pits excavated and backfilled in accordance with the contract documents or where directed by the Engineer.

BASIS OF PAYMENT

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

END OF SECTION

ITEM 08520.5014 M - SAW CUTTING ASPHALT PAVEMENT, CONCRETE PAVEMENT AND ASPHALT OVERLAY ON CONCRETE PAVEMENT

DESCRIPTION:

Under this item, the contractor shall saw cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated on the plans or where directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be saw cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections. A power saw approved by the Engineer shall be used for cutting asphalt surface course and asphalt overlay. A power saw shall be used for cutting concrete pavement. After the existing asphalt pavement, concrete pavement, asphalt surface course or overlay has been saw cut through, the contractor may use pry bars, pneumatic tools or other methods approved by the Engineer, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the Engineer, may be used to break up the pavement to be removed after the pavement has been completely saw cut through and completely free from the pavement to remain.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations shall be repaired by the contractor to the satisfaction of the Engineer at no additional cost to the County.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of meters of saw cutting done in accordance with the plans, typical sections and the directions of the Engineer.

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

BASIS OF PAYMENT:

The unit price bid per meter of saw cutting will be paid upon satisfactory completion of the work and shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.

Payment for removal and disposal of cut pavement shall be paid for under the appropriate excavation item.

END OF SECTION

ITEM 601.02----24 M - INTEGRALLY COLORED HOT APPLIED POLYMER WEARING SURFACE - COARSE AGGREGATE TYPE F2 CONDITIONS

DESCRIPTION

Construct inlaid architectural pavement treatments for use under vehicle traffic as shown on the contract documents.

MATERIALS

Binder:

- Designed specifically for use as a textured wearing surface for traffic conditions.
- Integrally colored as to achieve a final product meeting the color requirements of the contract.
- Provide a firm bond to concrete or asphalt.
- Provide a durable surface and texture which will not deform under traffic.

Aggregates: Submit aggregate samples to the Materials Bureau for approval 45 days prior to use. Additional quality assurance samples will be retrieved during installation and submitted for testing at a minimum rate of 1 liter can sample per 84m^2,

Coarse Aggregates: Product shall meet Standard Specifications Section 401-2.02 B. *Coarse Aggregate Type F2 Conditions* and a gradation of 100% passing the 12.5 mm sieve.

Fine Aggregates: As recommended by the pavement treatment manufacturer. Submit aggregate samples to the Materials Bureau for approval 45 days prior to use.

Gradation:

Sieve Size	Percent Passing
850 μm	100
600 μm	40-100
300 μm	1-3
150 μm	0 - 0.3

Apply fine aggregate as a topping material at an application rate of approximately 46 kg per 42 square meters of surface area.

CONSTRUCTION DETAILS

The Contractor shall submit to the Engineer for approval, all product data on the proposed system, samples of the system displaying the specified colors, and the information on the equipment used in the installation process.

Construct according to manufacturer's recommendations, using licensed or certified applicators and/or a manufacturer's representative on site during placement.

ITEM 601.02----24 M - INTEGRALLY COLORED HOT APPLIED POLYMER WEARING SURFACE - COARSE AGGREGATE TYPE F2 CONDITIONS (continued)

If a primer is required, the Contractor shall use a manufacturer-recommended primer. Heat the pavement treatment in accordance with manufacturer's recommendations using a thermostatically controlled pre-heater capable of continuous material agitation. Heating of the pavement treatment by direct flame is not allowed. Only use heating equipment that has been approved by the Engineer.

Place the pavement treatment at the thickness of 20 mm (± 3 mm). Interfaces with adjacent surfaces shall be flush, providing smooth transition from surface to surface. All surfaces must be dried and cleaned by use of mechanical sweepers, high pressure air or other methods approved by the Engineer prior to use. Surfaces must be free of all dirt, oil, debris and any other material that might interfere with the bond between the pavement treatment and existing surfaces.

Use a hot compressed air lance (HCA) on existing surfaces immediately prior to application of the pavement treatment, to remove any remaining dust and promote good adhesion to the substrate. Use masking tape or other suitable material to protect the area adjacent to the installation. Install grade control devices to ensure the required thickness of the pavement treatment is installed. The method and material used for grade control must be pre-approved by the Engineer.

Temperature Requirements:

- Surface temperature must be 2°C minimum before application of material or any additional external heat.
- Preheat the pavement treatment between 191°C-219°C.
- Fine aggregates must be completely dried before application to ensure proper adhesion to the material. A hot compressed air lance may be used to thoroughly dry and preheat the fine aggregate.
- Do not place material when the ambient air temperature is below 5°C.

Apply, uniformly spread, and smooth out the material between the grade control forms utilizing hot irons as recommended by the manufacturer. Apply preheated fine aggregate after the material has been smoothed out and before texturing.

Surface Texture. If specified, texture the semi molten material immediately after the fine aggregate application, using an approved mold capable of providing a 6 mm (± 1.5 mm) deep and wide imprint in accordance with the design details shown on the plans. Use a manufacturer approved release agent to prevent the pavement treatment from sticking to the mold.

Basis of Approval. All systems shall have completed a successful trial installation of approximately one year at a location approved by the Main Office Materials Bureau. Prior to acceptance, the Manufacturer shall submit to the Department for approval, all product data and MSDS sheets on the proposed system, samples of the system displaying the colors available, and the information on the heating system and any other equipment used in the installation process.

Basis of Acceptance. The hot-applied polymer binder and natural aggregate system must meet the requirements of this specification and have Manufacturer's certification that it meets the requirements of this specification. Contact Main Office Materials Bureau for currently approved systems.

ITEM 601.02----24 M - INTEGRALLY COLORED HOT APPLIED POLYMER WEARING SURFACE - COARSE AGGREGATE TYPE F2 CONDITIONS (continued)

METHOD OF MEASUREMENT

This work shall be measured as the number of square meters of material necessary to construct architectural treatments as shown in the contract documents, or as ordered by the Engineer.

BASIS OF PAYMENT

The unit price bid per square meter shall include the cost of all training, labor, materials, equipment, and clean up necessary to complete the work.

END OF SECTION

ITEM 08607.97 M - REMOVE AND RESET EXISTING FENCE

DESCRIPTION:

Under this item the contractor shall remove and reset existing fencing where shown on the plans and as directed by the Engineer. All work shall be done in accordance with these specifications and the applicable Standard Sheets and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer. All excess or unusable fencing materials removed shall become the property of the contractor and shall be disposed of off the contract site.

All reference to "fencing" shall include existing gates, if any, to be reset.

MATERIALS:

The materials shall be the components salvaged from each of the various types and sizes of fences (metal, wood, wire, etc.) existing which are designated to be removed and reset. The contractor shall also furnish all such additional new material for the replacement of existing materials that are damaged or otherwise unsatisfactory, in the opinion of the Engineer for incorporation in the reset fence. All fence materials or component parts furnished shall conform in type, size, kind, and shape to those existing which they replace and shall be acceptable to the Engineer.

The material requirements and composition of concrete used for footings shall comply with the specifications for Class "A" concrete in Section 501 of the Standard Specifications.

CONSTRUCTION DETAILS:

The Engineer will designate the particular locations and limits of existing fence to be removed and the locations and limits of the fence to be reset. The Engineer will determine the extent and condition of existing materials to be salvaged and those to be replaced with new fence by the contractor.

A. **Fence Removal:** If a portion of the existing fence is to remain, and if deemed necessary by the Engineer, the remaining end section shall be modified to adequately secure the fencing. This modified section shall include all hardware necessary to secure the fencing in a manner similar to the existing end section or as directed by the Engineer.

The contractor shall carefully dismantle and remove the existing fence and salvage all materials determined satisfactory for incorporation in the reset fence. He shall provide for safe storage of all fence materials salvaged until such time as they are reset. Any concrete post footings shall be broken up and removed and the posts carefully cleaned and stored. All post holes shall be filled to meet existing grade.

All work shall be done in a workmanlike manner with care taken not to disturb the surrounding area and existing fence to remain. Any damage done to the area or existing fence to remain, caused by the contractor's operations, shall be repaired to the original condition at no expense to the State.

ITEM 08607.97 M - REMOVE AND RESET EXISTING FENCE (continued)

B. **Reset Fence:** The contractor shall clean and assemble the salvaged fence components, incorporate all required new materials and reset the fence plumb and true to the lines, grades and limits established. The contractor shall furnish and install concrete footings for the relocated fence when the existing fence in original position was of this type construction. Concrete footings shall be a minimum of 300 mm in diameter and 900 mm deep. All excavation and backfill shall conform to Section 203 "Excavation and Embankment".

METHOD OF MEASUREMENT:

This item will be measured by the number of meters of reset fencing, including gates. Measurement will be made along the top of fencing, center to center of end posts, properly installed in accordance with the requirements of the plans, specifications, standard sheets and directions of the Engineer. An allowance of 3 meters will be added for each end post, corner post and pull post installed in accordance with the applicable standard sheet, or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid per meter shall include the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the work, including removal and disposal of excess fencing not reset, excavation, backfill and concrete.

END OF SECTION

ITEM 607.4101 10 - 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 1.2 m. 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 1.8 m.
- **Ties:** Steel wire, #14 gauge or nylon cable ties.
- **Warning signs**: Sheet metal, plastic or other rigid, waterproof material, 0.45 m by 0.61 m with 100 mm 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 1.5 m away from the tree trunk.

On approval of the stakeout, posts shall be securely driven on 1.8 m-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 1.8 m intervals with red or orange florescent tape. Warning signs shall be mounted on the fence at no more than 30 m intervals.

ITEM 607.4101 10 M - TEMPORARY PLASTIC BARRIER FENCE (continued)

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.

METHOD OF MEASUREMENT:

The quantity to be measured for payment will be the number of meters of Temporary Plastic Barrier Fence erected, measured along the top, to the nearest whole meter.

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.

END OF SECTION

ITEM 11610.14 M – STRUCTURAL SOIL MIX

DESCRIPTION:

Under this item the Contractor shall furnish and place Structural Soil Mix in accordance with the contract documents and as directed by the Engineer.

MATERIALS:

Structural Soil Mix shall be a mixture of crushed stone, clay loam, hydrogel, and amendments meeting the requirements of "CU Structural Soil®" patented by Cornell University (Patent #5,849,069) also known as "CU Soil™" The material shall be obtained from a Producer sub-licensed by Amereq, the exclusive Licensee of Cornell University for CU-Structural Soil®. Proof of such sub-licensing shall be submitted to the Engineer along with a sample of the finished mix, prior to delivery to the site. A list of sub-licensed Producers can be obtained from:

Amereq Inc.
"CU Soil™" Division
19 Squadron Blvd. New City, New York 10956,
phone: (800) 832-8788 ext. 11
contact: bkalter@amereq.com

Water: Shall comply with Standard Specifications Section 712-01.

CONSTRUCTION DETAILS:

Mixing and Quality Control Testing: All Structural Soil components, including any organic material, water, or other amendments necessary to meet the requirements of CU-Structural Soil® shall be mixed by a licensed Producer at that Producer's yard prior to delivery. No mixing shall be done at the project site. Sufficient time must be allowed prior to delivery for the Producer's internal quality control, independent laboratory testing, analysis and (if necessary) amendment of the mix.

Delivery, Storage and Handling: The Contractor shall arrange for delivery of the Structural Soil Mix to the site, either by the Producer, or the Contractor's own forces. The Contractor shall ensure that the delivered Mix is received from the Producer at or near optimum compaction moisture content as determined by AASHTO T-99 (ASTM D698) and shall protect the Mix from drying out or from excess moisture until placed. The Mix shall also be protected from contamination by toxic materials, trash, debris, water containing cement, clay, silt or materials that will alter the particle size distribution.

Structural Soil Mix shall not be transported when rain is expected. If not placed the day of delivery, it shall be stored and protected from excess water absorption and/or potential erosion.

The Engineer shall obtain and furnish to the EIC, a ticket ensuring that the delivered Structural Soil Mix was obtained from and mixed by a licensed Producer. The delivered Structural Soil Mix should also be compared to the original sample to ensure consistency.

ITEM 11610.14 M – STRUCTURAL SOIL MIX (continued)

Placement: The Contractor shall notify the Engineer of any subsurface conditions which may affect the Contractor's ability to install the Structural Soil Mix. If subsurface drain lines are included, they shall be installed prior to placement of the mix.

The Mix shall not be worked when frozen, excessively wet, or under otherwise unsatisfactory conditions nor shall it be placed on frozen, wet or muddy sites. The Mix must not be excessively or incorrectly handled to the point of separation of the clay loam soil from the crushed stones.

Structural Soil Mix shall be placed in 150 mm lifts, each compacted to at least 95% Proctor Density. If compaction moisture content exceeds the optimum per AASHTO T 99 (ASTM D 698), delay compaction and protect Mix until sufficiently dry to compact.

METHOD OF MEASUREMENT:

The quantity to be measured for payment will be in cubic yards to the nearest cubic yard of Structural Soil Mix installed.

BASIS OF PAYMENT:

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

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
610.14----11	Structural Soil Mix	Cubic Meter

END OF SECTION

ITEM 680.80149305 – NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET

DESCRIPTION

Under this item, the contractor shall furnish and install a solid state controller, cabinet and peripheral equipment at each location on the plans and where directed by the engineer.

MATERIALS

1. **Controller.** The contractor shall supply a NEMA TS 2 solid state controller as specified in the contract documents.

2. **Cabinet Details**

   A. **General**

   The purpose of this specification is to describe the minimum acceptable design requirement for the fabrication, wiring, and installation of aluminum weather-tight traffic signal controller cabinets.

   The cabinets shall be pole or ground mounted as shown on the plans and be of sufficient size to house all necessary equipment for the traffic signal operation specified, including detector amplifiers or transreceivers.

   The cabinets shall be clean cut in design and appearance and be fabricated from minimum 14 gauge or deep drawn aluminum or approved equal. Grinding, sanding, or other appropriate means shall be used to effect a smooth surface. All non-aluminum parts shall be made of stainless steel.

   B. **Cabinet**

   Door – The main door of all cabinets shall include substantially the full area of the front of the cabinet. All doors shall be reinforced on the inside in such a manner as to prevent warping. Two hinge lugs shall be integrally cast in the right side of the door in such a way that together with the stainless steel hinge pins, they shall provide proper mounting and operation of the door. A gasket bead shall be installed on the inside of the door, which together with the neoprene air-cored cabinet gasket, shall form a weather-tight seal between the housing and the cabinet door.

   The main door shall be equipped with a 3-cylinder lock, keyed for the maintaining authority's standard locks and a dust cover. An adjustable stainless steel striker plate shall be attached to the inside of the housing to ensure positive locking. Door shall be designed so that it can be removed and replaced if damaged.

   C. **Police Door**

   Cabinets shall have a secondary police panel door. A manual control grip switch and cord approximately 1.8 meters long shall be installed in each police door housing. The cord shall retract itself into a 150-millimeter length. The secondary door shall also provide access to switches for flashing operation and manual operation.

ITEM 680.80149305 – NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET (continued)

D. **Mounting Hardware**

Cabinets shall be furnished with mounting plates, condulets, anchor bolts and/or other necessary hardware for installing cabinets to poles or foundations as indicated on the plans.

E. **Ventilation**

Cabinets shall be equipped with a thermostatically controlled ventilation fan. The vent shall be designed to prohibit entry of rain, insects, and foreign objects. The fan shall have a minimum rating of .35 cubic meters per minute. The thermostat shall be adjustable from 20° C to 70° C with a differential of not more than 4° C between automatic turn "on" and turn "off."

F. **Exterior Finish**

Natural aluminum.

G. **Keys**

Two keys shall be provided for each controller cabinet and two keys for each secondary police panel door.

H. **Interior Equipment**

All cabinets shall contain a mounting table, sliding ways, or other suitable support for a controller. Each cabinet shall contain no less than the following equipment:

- Main switch and circuit breaker
- Solid state switch packs
- Solid state conflict monitor
- Automatic flash switch
- Duplex convenience outlet
- Coordination switch, on-off
- Standard NEMA lamp receptacle
- Flash transfer delay
- Radio interference filter and suppressor
- Ground bus
- Power line surge protector
- Mercury contractor
- Terminal blocks (including interconnect, detector and signal lamp)
- Programming flasher sequence
- Solid state flasher, Type 1-20 amp – single circuit
- Harnesses for detector amplifiers or transceivers
- Flasher operation switch (Police Door)
- Manual operation switch (Police Door)
- 1.8 meter manual operation cord (Police Door)

1.) The circuit breaker or approved equal line disconnect switch, shall be of adequate amperage and installed for operation in a vertical direction. An enclosure for this switch

ITEM 680.80149305 – NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET (continued)

shall not be required unless otherwise shown on the plans or required by Underwriters' Laboratory or utility company supplying electric power.

2.) All cabinets containing a flasher and other kinds of interrupting devices shall be equipped with a suitable radio interference suppressor installed at the Circuit Breaker. The suppressor shall provide a minimum attenuation of 50 kilocycles to 75 megacycles. The suppressor shall be hermetically sealed in a substantial metal case, filled with a suitable insulation compound.

The suppressor terminals shall be nickel plated, 10-24 brass studs of sufficient external length to provide space for connection of two No. 8 AWC conductors, and shall be so mounted that the terminals cannot be turned in the case. The suppressors shall be designed for operation on 30 Amperes, 125 volts, 60 Hertz, single phase operation and shall be approved by UL and EIA.

3.) The gauge of all insulated wires between various parts and components of the cabinet shall be of adequate size. Where signal lamp currents are carried, the minimum wire size shall be No. 14 AWG.

All cabinet wiring where connected to terminal strips, flasher, relays, switches, radio interference suppressors, etc., shall be identified by the use of either insulated pre-printed sleeving slipped over the wire before attachment of the lug or making the connection, or by the use of heat stenciled wire designations on the wire itself. Where numerical wire designations are used, an appropriate translating sheet shall be supplied with the controller.

All wires shall be cut to the proper length before assembly. No wire shall be doubled back to take up slack. Wires shall be neatly laced into cables with nylon lacing. Cables shall be secured with nylon cable clamps. The grounded side of the electric service shall be carried through the cabinet without a break.

The electrical connections between the controller unit and the terminal panel shall be made by "MS" type, female cable socket to enable the rapid exchange of the complete mechanism without disconnecting and reconnecting individual wires.

All electrical connections in the cabinet, including relays, flashers, terminal strips, etc., shall have sufficient clearance between each terminal and cabinet to provide an adequate distance to prevent a leakage path or physical contact under stress. Where these distances cannot be maintained, barriers must be provided.

All equipment grounds shall run directly and independently to the ground buss. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinet.

ITEM 680.80149305 – NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET (continued)

Terminal strips located within the cabinet shall be accessible to the extent that it shall not be necessary to remove the controller from the cabinet to make an inspection or connection. The right side of the cabinet shall have the detection terminals. The electric service connections shall be on the left side of the cabinet. The signal lamp circuit shall be located at the rear wall, and interconnection wiring, where required, shall be to the right wall. All terminal strips shall be provided with barriers between each terminal, be brass screw type, hot dipped finish and rated for 15 amp 120 volt A.C. Signal lamp circuit terminals shall be marked for each controller phase with a subscript denoting the particular phase, in consecutive order as follows:

R1, A1, G1, DW1, W1, R2, A2, G2, etc.

Terminals shall also be provided for all other circuits for the controller specified, including, but not limited to detector circuits, yield circuits, coordination circuits, etc.

A grounding strip having a minimum of nine connections shall be provided and grounded to the cabinet.

4.) The Automatic-Flash switch shall extinguish all signal indication except the yellow on the major street and the red on the minor street or streets, which shall flash. The power supply to the controller is not to be affected and the controller will continue to function in a normal manner.

5.) It shall be possible to disconnect the controller without interfering with the flash operation. One contact on the flash switch shall extinguish the A.C. plus voltage used to feed power to the pedestrian signals.

3. **Details for Solid State Load Switches.** The solid state load switches shall be triple-signal load switches as specified in NEMA Pub. TS 1-1976, and all subsequent revisions.

   The solid state load switches shall be mounted external to the controller unit, and shall be jack mounted in compliance with NEMA Pub. 1-1976, and all subsequent revisions.

   Each solid state load switch shall be furnished with three built-in indicator lights on the output side for phase identification.

   No mechanical means shall be employed to mount the solid state load switches, which shall prohibit the interchangeability between the manufacturers.

4. **Details for Signal Conflict Monitor.** A conflict monitor unit shall be supplied for all solid state load switches. The conflict monitor shall be of make and model specified in the contract documents.

5. **Details for Solid State Flasher and Flash Relay**

ITEM 680.80149305 – NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET (continued)

A. A solid state flasher, Type 1-20 ampere-single circuit, as described in NEMA Pub. TS 1-1976, and all subsequent revisions, shall be furnished and produce between 50 and 60 flashes per minute with an on period of 50±5 percent. The flasher shall mate with a Clinch-Jones socket type S-406-SB or equivalent.

B. The flashing output shall consist of one output rated at 20 amperes. The combined load connected to circuits 1 and 2 shall not exceed 20 amperes.

C. The flasher relay shall energize the solid state flasher and transfer the signal light circuits from the controller unit to the flasher. The flasher relay shall have a plug-in mounting.

CONSTRUCTION DETAILS

Subsections 680.3.01, Equipment List and Drawings; 680-3.06, Work Sites; 680-3.07, Schedule of Work; 680-3.12, Grounding; and 680-3.32, Test shall apply.

METHOD OF MEASUREMENT

Subsection 680-4.01, Each Unit, shall apply.

BASIS OF PAYMENT

Section 680-5.08 shall apply and be modified as follows:

"The unit price bid for each controller assembly shall include all labor, materials, and equipment necessary to complete the installation of the controller wiring harness, cabinet, all needed conduits, mounting fittings, power supply meter installation (if required), and all auxiliary equipment necessary to meet plans and specifications."

END OF SECTION

ITEM 680.90920001 M - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS

DESCRIPTION

The Contractor shall furnish and install electric meter sockets for traffic signal installations where shown on the plans or where directed by the Engineer.

MATERIALS

All materials shall be approved by the local utility company.

The electric meter socket shall be a 100 ampere, 2- wire, 120 volt, 4-terminal ringless style, lay-in type with line and load connectors rated for a maximum #2 AWG wire size with option for lever operated bypass switch. The meter socket shall be wired as shown in Figure No. 1.

The socket shall be equipped with a bracket for vertical mounting on a curved pole surface. The bracket shall be made of 1.6 mm aluminum with a reinforced mounting bar and having equipment mounting slots 6 mm x 16 mm on 100 mm centers.

CONSTRUCTION DETAILS

The electric meter socket shall be attached to the signal pole with four M6 stainless steel bolts drilled and tapped into the signal pole. The meter socket and mounting bracket shall be installed such that they are located away from the vehicular traffic flow, and at a height of approximately 1.5 m above the surrounding ground.

Grounding shall be accomplished by running a continuous #4 AWG bare stranded copper wire as follows: the ground wire shall be run from the ground terminal of the meter socket to the ground bus of the rain-tight disconnect box, then to the ground bus of the signal cabinet, and then to a 16 mm x 3 m ground rod. The ground rod shall be installed in a pullbox or ground well located a minimum of 900 mm from the center of the pole.

Typical overhead and underground electric service details are attached (following pages).

METHOD OF MEASUREMENT

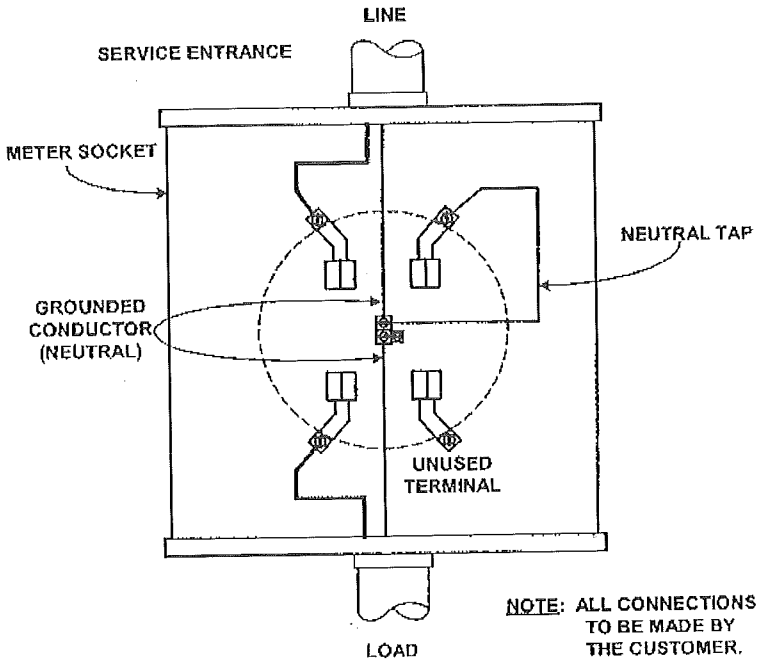
This work will be measured as the number of meter sockets installed.

BASIS OF PAYMENT

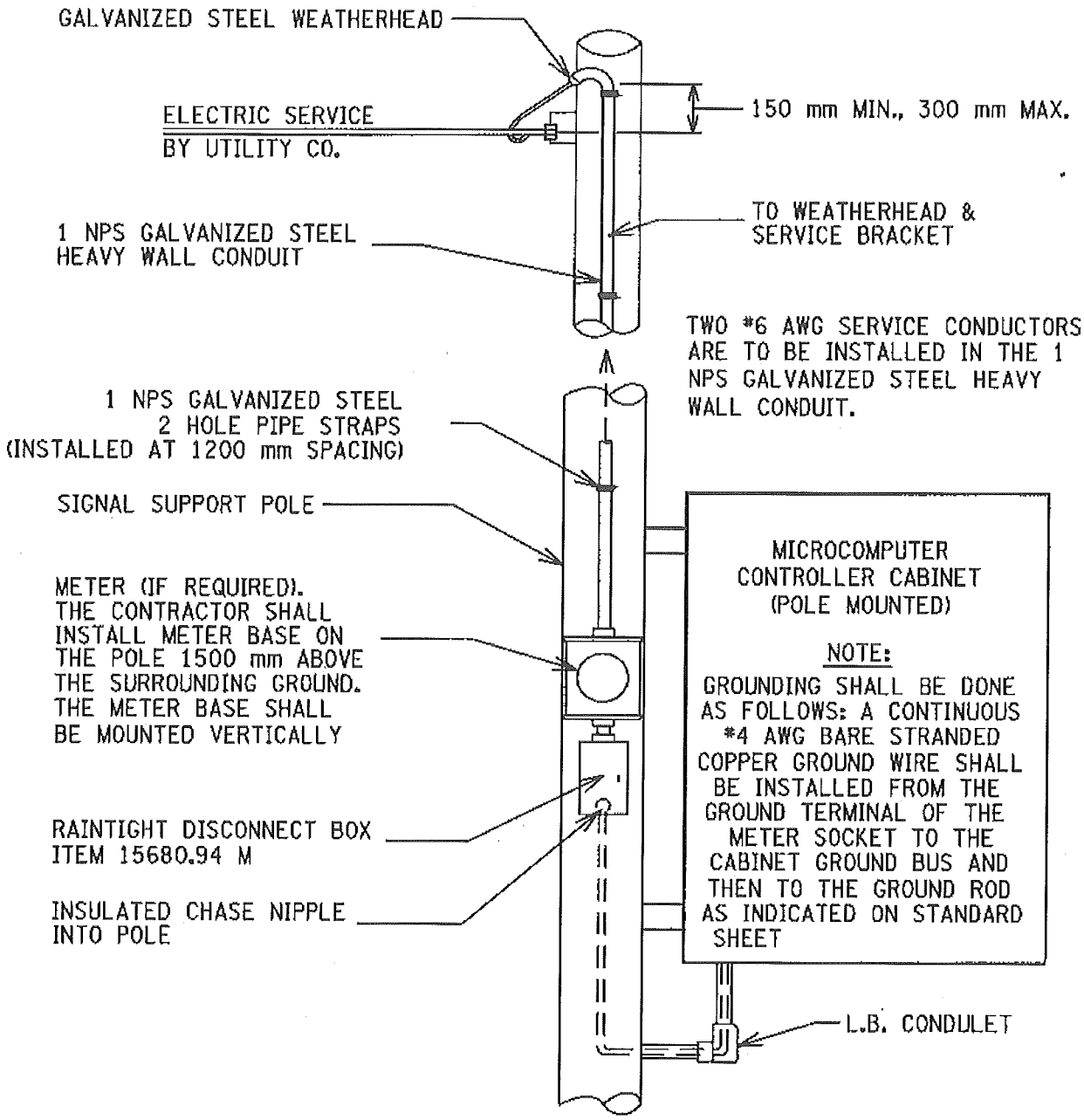
The unit price bid for this item shall include the cost of furnishing all labor, material and equipment necessary to complete the work. The 1 NPS diameter galvanized steel conduit with galvanized 2 hole pipe straps and galvanized weatherhead, and the rain-tight disconnect box (to be attached to the meter socket and the signal pole in order to install the service cable) shall be paid for under their respective items.

ITEM 680.90920001 M - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS (continued)

Figure No. 1: Typical One Meter Socket Installation Single-phase, 100 Ampere rated, 2 wire, 120 volts only, 4 terminal 3kVA Maximum Demand

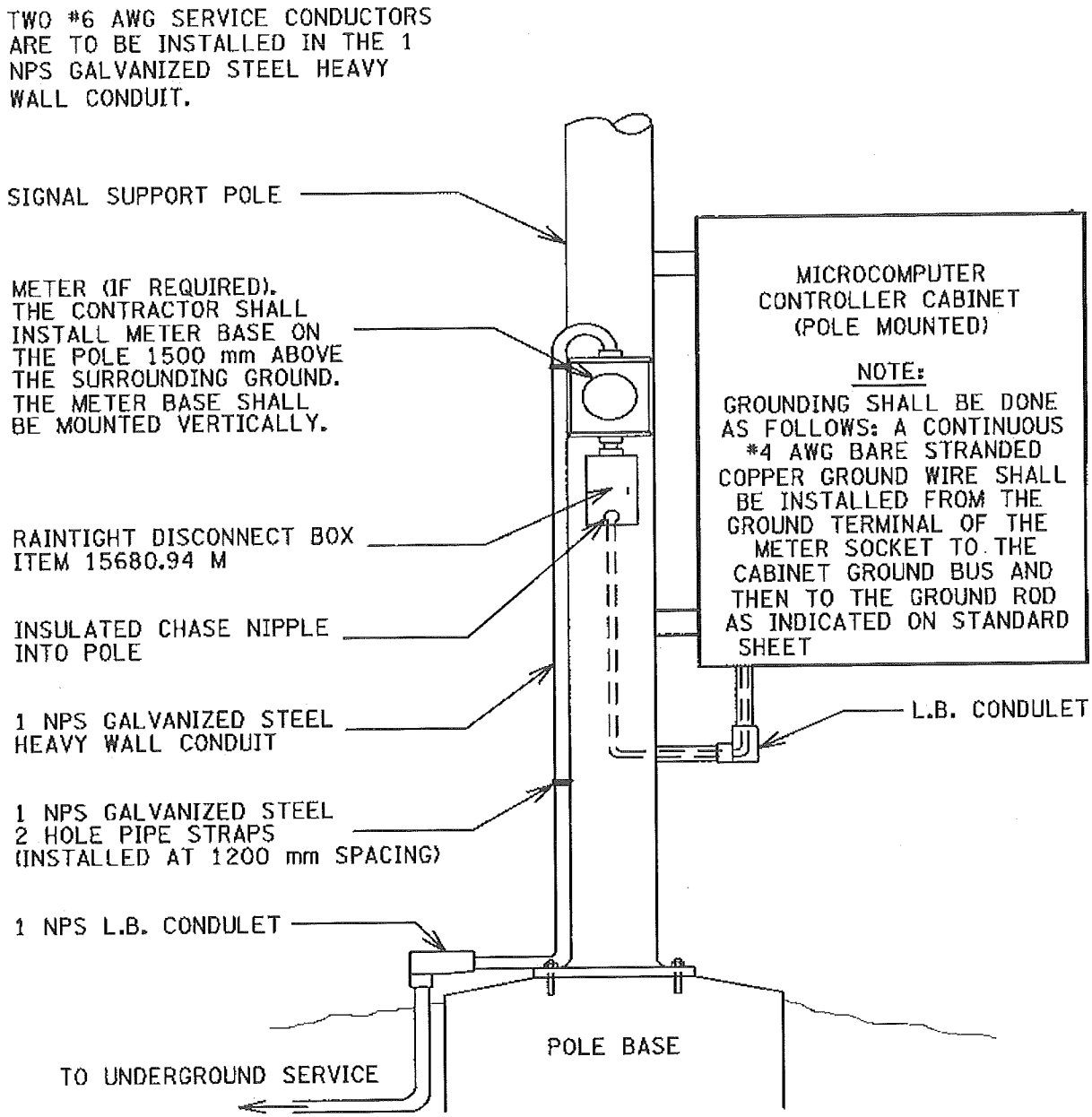


ITEM 680.90920001 M - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS (continued)



OVERHEAD ELECTRIC SERVICE DETAIL
(POLE MOUNTED CABINET)
(NOT TO SCALE)

ITEM 680.90920001 M - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS (continued)



UNDERGROUND ELECTRIC SERVICE DETAIL
(POLE MOUNTED CABINET)
(NOT TO SCALE)

END OF SECTION

ITEM 15680.950104 M - SERVICE CABLE 1 CONDUCTOR, NO. 04 AWG
ITEM 15680.950106 M - SERVICE CABLE 1 CONDUCTOR, NO. 06 AWG
ITEM 15680.950108 M - SERVICE CABLE 1 CONDUCTOR, NO. 08 AWG
ITEM 15680,950110 M - SERVICE CABLE 1 CONDUCTOR, NO. 10 AWG
ITEM 15680.950204 M - SERVICE CABLE 2 CONDUCTOR, NO. 04 AWG
ITEM 15680.950206 M - SERVICE CABLE 2 CONDUCTOR, NO. 06 AWG
ITEM 15680.950208 M - SERVICE CABLE 2 CONDUCTOR, NO. 08 AWG
ITEM 15680.950210 M - SERVICE CABLE 2 CONDUCTOR, NO. 10 AWG

DESCRIPTION.

Under this item the Contractor shall furnish and install in a raceway or conduit service entrance cable which is suitable for wet or dry locations at the location indicated on the plans and as directed by the Engineer. This cable will transmit current from the power source to the signal controller cabinet.

MATERIAL.

The cable shall conform to the requirements for service entrance cable of the National Electrical Code and be Underwriters Laboratory approved. The cable shall be rated for 600 volt service and the conductors shall be stranded copper wire or as specified in the contract documents.

CONSTRUCTION DETAILS.

Service cable shall be installed in accordance with Details: the contract documents and as directed by the Engineer. A sufficient length of cable, not less than 600 mm, shall be left at the end of the run to allow for the tap to be made by the utility company at the power source entrance. The Contractor shall make all connections at the fused disconnect and the ground bar in the signal controller cabinet.

METHOD OF MEASUREMENT.

Service cable will be measured as the number of linear meters actually installed in accordance with the contract documents or as directed by the engineer.

BASIS OF PAYMENT.

The unit price bid per linear meter shall include the cost of all materials, labor, connections, incidental fittings, equipment, tools, and all necessary tests to complete the installation.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A The Bidding Requirements, Contract Forms, Conditions of the Contract and applicable parts of Division 1 General Requirements, shall be included in and made part of this Section.

1.02 SUMMARY

A. For each of the alternates scheduled at the end of this section, state on Attachment 1, Schedule of Alternate Proposals (Section 00301), the amount to be added to or deducted from the total contract price bid for the work.

1.03 ALTERNATES

A. Definition: alternates are alternate products, materials, equipment, systems, methods, units of work or major elements of the construction which may at the Owner's option and under the terms established by the contract or agreement be selected for the work in lieu of the corresponding requirements of the Contract Documents. Selection may occur prior to the Contract Date or may be deferred for possible selection at a subsequent date by the Agreement.

B. Alternate Requirements: Each alternate is defined using abbreviated language, recognizing that the Contract Documents define the requirements. The Contractor shall coordinate related work to ensure that work affected by each alternate is complete and properly interfaced with work of each selected alternate.

C Bidders shall provide written bids for each alternate on the Schedule of Alternates for the Owner's consideration. Each bid amount shall include the entire cost of the alternate portion of the work including overhead, profit, and other costs including the cost of interfacing and coordinating the alternate with related and adjacent work.

D. Selection of Alternates: Selection of alternates to be included in the work will be by the Owner.

1. Base Bids and Alternate Bids shall be submitted at the same time and opened at the same time.

2. The Owner will announce the total budget figure at the public bid opening just prior to opening the bids.

3. If the Owner receives bids on the Base Bid that are less than the Engineer's Estimate, Bids on alternates will be considered according to the order of priority given below, and as long as the total bid price remains under the contract budget.

4. Criteria on which award shall be based:

- If any bids for the Base Bid plus Alternate 1 are less than the budget figure, the award will be made based on the Base Bid plus Alternate 1; however,

- If all bids for the Base Bid plus Alternate 1 exceed the budget figure, the award will be based on the Base Bid only; however,
- If all bids for the Base Bid only exceed the budget figure, the Owner reserves the right to award based on the Base Bid only.

E. Notification: Immediately following award of Contract, the Owner will prepare and distribute to each entity a notification of status of each alternate. The notice will indicate which alternates have been accepted, rejected, or deferred for consideration at a later date. It will include a full description of negotiated modifications to alternates, if any.

1.04 DESCRIPTION OF ALTERNATES

A. ***Alternate #1 - COLOR SHOULDERS*** – The main feature of Add Alternate #1 is providing integrally colored hot mix asphalt top instead of black colored, traditional top for shoulders on both sides of Hanshaw Road between approximately stations HR 1+320 and HR 3+500. No integrally colored shoulders shall be placed in the Village of Cayuga Heights. All other specifications shall remain unchanged.

END OF SECTION