

00100 Notice to Bidders & Interface Document

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TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 0 BIDDING REQUIREMENTS

00100 Notice to Bidders & Interface Document

NOTICE TO BIDDERS

SEALED BIDS for preservation work on the historic covered bridge carrying Bridge Street over the West Branch of the Cayuga Inlet (BIN 3210210) will be accepted at the Tompkins County Finance Department - Purchasing, 2nd Floor, 125 East Court Street, Ithaca, New York, 14850, up until **11:45 AM** local time on **Tuesday, December 30, 2014** 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.tompkinscountyny.gov/purchase>, and at the Tompkins County Highway Division web site: <http://www.tompkinscountyny.gov/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 Public Works
Highway Division
170 Bostwick Road
Ithaca, NY 14850

www.syrabex.com
Syracuse Builders Exchange
6563 Ridings Road
Syracuse, NY 13206
315-437-9936

www.construction.com
Dodge Data and Analytics
518-480-4671

Technical questions regarding the bid documents may be addressed to Mr. Carl E. Martel, P.E., cmartel@tompkins-co.org, submitted in writing no later than **12:00 PM, Thursday, December 18, 2014**. Answers will be posted to the Tompkins County Purchasing Division website listed above by **Tuesday, December 23, 2014**.

This is a prevailing wage job and requires a bid bond. Tompkins County and the New York State Department of Transportation have established a 0% DBE utilization goal for this contract.

This is a locally let, federal aid project. As such this Project Manual includes numerous clauses and other language required insuring full compliance with State and 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
lhall@tompkins-co.org

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 0 BIDDING REQUIREMENTS

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A. Project Manager:

Carl Martel, PE
Assistant Highway Director
Tompkins County Highway Division
170 Bostwick Rd.
Ithaca, New York 14850

(607) 274-0317
(607) 272-8489 FAX
cmartel@tom-pkins-co.org

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
lhall@tom-pkins-co.org

C. Municipal Public Works Departments

Kevin Berggren, Highway Superintendent
Town of Newfield Highway Department
79 Main Street
Newfield, New York 14867

(607) 564-3616
(607) 564-7631 FAX
highway@newfieldny.org

END OF SECTION

00200 Instructions to Bidders

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

END OF SECTION

AIA DOCUMENT A701-1997

Instructions to Bidders

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATIONS
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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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1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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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00210 Supplementary Instructions to Bidders

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.

00210 Supplementary Instructions to Bidders

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 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.

00210 Supplementary Instructions to Bidders

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 ("**COVERED BRIDGE** ")
- 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 one original bid package(s) with original signatures AND ONE COPY 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 00302, Substitution Sheet
- D. Section 00303, Bid Bond
- E. Section 00304, Disclosure of Lobbying Activities forms
- F. Section 00305, Non-Collusive Certificates, signed and dated
- G. Section 00307, Tompkins County Insurance Certificate, completed and signed by insurance agent
- H. Section 00309, Anti-Discrimination Clause, signed and dated
- I. Section 00310, Equal Opportunity/ Non-Segregate Facilities Certificate, signed and dated
- J. Section 00312, DBE & Affirmative Action Document & AAP forms
- K. Section 00313, Drug-Free Workplace Certification
- L. Section 00315, Qualifications Statement, as indicated in the bid specifications
- M. Section 00316, Environmentally Preferable Products Inclusion Sheet
- N. Section 00317, Prevailing Wage Receipt Form
- O. Section 00318, Vendor Responsibility Form
- P. Section 00319, W-9 Request for Taxpayer Identification Number and Certification
- Q. Section 00320, Schedule of Values
- R. Any other information required in the bid specifications.

00210 Supplementary Instructions to Bidders

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

00210 Supplementary Instructions to Bidders

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 4.5.21 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 4.5.22 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 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://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=927199>.

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

00210 Supplementary Instructions to Bidders

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

Add 4.5.24 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 4.5.25 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 4.5.26 The County reserves the right to reject any or all bids.

Add 4.5.27 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 4.5.28 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

00210 Supplementary Instructions to Bidders

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 4.5.29 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 4.5.30 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 New York State.

F. ARTICLE 6 - POST BID INFORMATION

6.1 - CONTRACTORS QUALIFICATION STATEMENT

Substitute 6.1.1 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.

00210 Supplementary Instructions to Bidders

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 2015, 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 **completion date of the 14th day of August, 2015** as further described in Article 4, and as generally identified and shown on the contract plans for:

County Project Number HW-10-14A
PIN 3755.03, BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, Tompkins County, N.Y.

the Engineer being:

*CHA
III Winners Circle
P.O. Box 5269
Albany, NY 12205-0269
Phone: (518) 453-4500*

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.

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 date 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 on or following June 1, 2015, unless the consent of the County, in writing, is given to begin at an earlier or 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 compute 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 or equal)
- b. Contractor's Affidavit of Release of Liens (AIA-G706A or equal)
- c. Contractor's Affidavit of Payment of Debts (AIA-G706 or equal)
- d. Affidavit, General Release & Waiver of Lien From Subcontractors
- e. Certification of Continuing Insurance Coverage (AIA-201-1997, paragraph 9.10.2, or equal)

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.

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 0 BIDDING REQUIREMENTS

00220 Standard Form of Agreement

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:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Tompkins County Highway Division

170 Bostwick Road,

Ithaca N.Y. 14850

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, licensor, 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

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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

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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

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(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.

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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

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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

00300 CVR Bid Cover & Sign-Off Sheet

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. Prime Contact for Bid: _____
5. Title: _____
6. Telephone: _____ FAX: _____
7. E-mail: _____
8. Prime Contact for Project: _____
9. Title: _____
10. Telephone: _____ FAX: _____
11. E-mail: _____

C. ADDENDUM RECEIPT ACKNOWLEDGMENT

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Receipt Acknowledgment</u>
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

00300 CVR Bid Cover & Sign-Off Sheet

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.	00302	Substitution Sheet – ENCLOSED with bid		
4.	00303	Bid Bond – ENCLOSED with bid		
5.	00304	Disclosure of Lobbying Activities – ENCLOSED with bid		
6.	00305	County of Tompkins AND NYSDOT Non-Collusive Bidding Certificates – ENCLOSED with bid		
7.	00307	Proof of insurance coverage in amounts required by specification signed by insurance agent – ENCLOSED with bid		
8.	00309	Anti-Discrimination Clause – ENCLOSED with bid		
9.	00310	Equal Opportunity/ Non-Segregate Facilities Certificate - ENCLOSED		
10.	00312	DBE & Affirmative Action Document – ENCLOSED w/ bid		
11.	00313	Drug-Free Workplace Certification - agree to conditions		
12.	00314	Site Investigation Certification - agree to conditions (enclose if unable to certify)		
13.	00315	Qualifications Statement - ENCLOSED		
14.	00316	Environmentally Preferable Products Inclusion Sheet – ENCLOSED		
15.	00317	Prevailing Wage Rate Receipt completed – ENCLOSED		
16.	00318	Vendor Responsibility Form completed – ENCLOSED		
17.	00319	W-9 Taxpayer Identification and Certification– ENCLOSED		
18.	00320	Schedule of Values – ENCLOSED with bid		
19.		One 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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 0 BIDDING REQUIREMENTS

00300 Bid Form

PROJECT: BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION – PIN 3755.03
Town of Newfield, 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 ONE UNIT PRICE CONTRACT FOR ALL WORK REQUIRED UNDER THE CONTRACT.**

Base Bid: _____
_____ dollars. (\$ _____)

Alternate #1 - ARCH HANGER RODS: ADD _____
_____ dollars. (\$ _____)

Alternate #2 – TIMBER CURBS: 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

**00301 Attachment No. 1
Schedule of Alternates Proposals**

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: REPLACE ARCH HANGER RODS – Contractor shall replace arch hanger rods with galvanized members to mitigate future corrosion as 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 galvanized arch hanger rods, in accordance with the specifications.

<p>Alternate #1 - ARCH HANGER RODS: ADD _____</p> <p>_____ dollars. (\$ _____)</p>
--

Alternate 2: INSTALL TIMBER CURBS – Contractor shall install timber curbs to mitigate impact potential to bridge structures as 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 timber curbs, in accordance with the specifications.

<p>Alternate #1 – TIMBER CURBS: ADD _____</p> <p>_____ dollars. (\$ _____)</p>
--

Firm: _____

By: _____

Title: _____

Date: _____

END OF SECTION

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 0 BIDDING REQUIREMENTS

**00302 Attachment No. 2
Substitution Sheet**

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. HW-10-14A, PIN 3755.03, COVERED BRIDGE PRESERVATION,
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH, BIN 3210210.**

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)

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

**00303 Attachment No. 3
Bid Bond**

(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: <input type="checkbox"/> Prime <input type="checkbox"/> 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):		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		Date:
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

**00304 Attachment No. 4
Disclosure of Lobbying Activities**

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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

00305 Attachment No. 5
Non-Collusive Bidding Certification

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ FAX NO.: _____

BUSINESS ADDRESS: _____ EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.

8. By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Print Name & Company Position

Company Name

Date Signed

Federal I.D. Number

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.

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
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Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

00305 Attachment No. 5
Non-Collusive Bidding Certification

(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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

00305 Attachment No. 5
Non-Collusive Bidding Certification

**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, \$1,000,000 CSL or
 Hired and Non-Owned Autos 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	A	INSURANCE CARRIER:	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 <input type="checkbox"/> OCCURRENCE FORM <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> 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

Attachment to Tompkins County contracts as of December 2013

Contractor’s Representation—Livable Wage Policy

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union (AFCU) and is currently \$12.62 per hour if the employer contributes at least half the cost of an employee’s health insurance/benefit cost and \$13.94 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2015.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Volunteers
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor’s Living Wage Representation

Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service? _____

Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage? Yes No

Contractor Name: _____

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract.

If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

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, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. 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 and local Tompkins County 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 cancelled, 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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS
00310 Attachment No. 10
Equal Employment Opportunity Certification

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.

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS
00310 Attachment No. 10
Equal Employment Opportunity Certification

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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

00312 Attachment No. 12
Affirmative Action Requirements

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
AND AFFIRMATIVE ACTION REQUIREMENTS**

Tompkins County and NYSDOT have established a 0% Disadvantaged Business Enterprise (DBE) utilization goal for this contract.

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.

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

Title of Authorized Official

Attorney

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. Supplementary questions pertaining to Bidder's experience that are listed below shall also be answered by Bidder and shall be submitted with their bids.
- B. 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.
- C. 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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

**00317 Attachment No. 17
Prevailing Wage Rate Receipt**

**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

TOMPKINS COUNTY – PIN 3755.03
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DIVISION 0 BIDDING REQUIREMENTS

**00318 Attachment No. 18
Vendor Responsibility Form**

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.
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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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> 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 <i>How to get a TIN</i> 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.																					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number																			
Social security number																					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>	Employer identification 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: <ul style="list-style-type: none"> • 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.
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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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see 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 4)
 (UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
203.03	EMBANKMENT IN PLACE	CY	15	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
203.21	SELECT STRUCTURE FILL	CY	15	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
206.01	STRUCTURE EXCAVATION	CY	55	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	SY	26	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
304.15	SUBBASE COURSE, OPTIONAL TYPE	CY	3	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
402.128102	12.5 F1 TOP COURSE HMA, 80 SERIES COMPACTION	TON	2	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
402.258902	25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	5	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
555.09	CONCRETE FOR STRUCTURES, CLASS HP	CY	9	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
557.2003	STRUCTURAL APPROACH SLAB W/ INTEGRAL WEARING SURFACE – TYPE 3 FRICTION	SY	8	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
558.02	LONGITUDINAL SAWCUT GROOVING OF STRUC SLAB	SY	7	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
559.02020003	INSECTICIDE/FUNGICIDE & FIRE RETARDANT COATING OF TIMBER STRUCTURE	LS	1	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____

SCHEDULE OF VALUES (page 2 of 4)
 (UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
559.16960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE	SF	115	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
559.18960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS	SF	8	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
560.0501--75	RUBBLE MASONRY RESTORATION	SF	385	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
560.0801--75	REPOINTING OF MASONRY JOINTS	LF	235	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
580.01	REMOVAL OF STRUCTURAL CONCRETE	CY	10	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
583.03	REMOVAL OF STRUCTURAL CONCRETE - REPLACE W/ SHOTCRETE, W/ REINFORCE.	SF	128	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
586.02	DRILLING AND GROUTING BOLTS OR REINFORCING BARS	EA	40	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
587.01	BRIDGE RAILING REMOVAL AND DISPOSAL	FT	2	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
587.02	BRIDGE RAILING REMOVAL AND STORAGE	LF	40	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
587.03	INSTALLATION OF STORED BRIDGE RAIL	LF	40	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____

SCHEDULE OF VALUES (page 3 of 4):
 (UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
597.20	TIMBER RAILING TRANSITION	EA	2	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
603.9812	SMOOTH INTERIOR CORR. POLYETH. CULVERT & STORM DRAIN, 12 INCH DIAM	LF	12	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
604.06	TRANSVERSE DRAINAGE INTERCEPTOR	LF	18	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
620.04	STONE FILLING (MEDIUM)	CY	2	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
627.50140008	CUTTING PAVEMENT	LF	16	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
663.15	DRY HYDRANT (FIRE PROTECTION SYSTEM)	LS	1	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
697.03	FIELD CHANGE PAYMENT (FCP)	DC	7,000	One _____ DOLLARS AND Zero _____ CENTS	\$ 1.00	\$ 7,000.00
SUBTOTAL (SUM OF PAGES TO THIS POINT):				_____ DOLLARS AND _____ CENTS	\$ _____	
699.040001	MOBILIZATION (4% MAX.)	LS	1	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
TOTAL BASE BID:				_____ DOLLARS AND _____ CENTS	\$ _____	

Continue to next page for Alternates

TOMPKINS COUNTY –PIN 3755.03
 BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
 BIN 3210210 – COVERED BRIDGE PRESERVATION
 Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

00320 Attachment No. 20
 Schedule Of Values

SCHEDULE OF VALUES (page 4 of 4)

ALTERNATE #1
 (UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
564.700001	STRUCTURAL STEEL REPLACEMENT	EA	18	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
TOTAL ALTERNATE #1:				_____ DOLLARS AND _____ CENTS	\$ _____	

ALTERNATE #2
 (UNIT PRICE CONTRACT)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (NUMERALS)	TOTAL COST (NUMERALS)
594.03	TREATED TIMBER AND LUMBER	CF	86	_____ DOLLARS AND _____ CENTS	\$ _____	\$ _____
TOTAL ALTERNATE #2:				_____ DOLLARS AND _____ CENTS	\$ _____	

END OF SECTION

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 0 BIDDING REQUIREMENTS

00321 Attachment No. 21
Declination of Response

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: COVERED BRIDGE PRESERVATION - BIN 3210210

Firm Name: _____

Address: _____

Signature: _____

END OF SECTION

1001 General Conditions

GENERAL

- A. Section 100, General Provisions, of the New York State Department of Transportation (NYSDOT) Standard Specifications of May 1, 2008, as amended to September 5, 2013, is made a part of the Bidding Documents. The NYSDOT Standard Specifications with Updates can be found on the NYSDOT website at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/espec9-5-13english.pdf>

- B. Section 01005, Supplementary Conditions, adds to and modifies Section 100, General Provisions.

END OF SECTION

01005 Supplementary Conditions

GENERAL

- A. Section 01005 - Supplementary Conditions, adds to and modifies Section 100, General Provisions, of the New York State Department of Transportation Standard Specifications as follows:
- B. 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.

- C. 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.

- D. **Delegation of Authority.** When references are made in these Specifications to New York State Standard Specifications of May 1, 2008, 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 from 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.

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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;

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

GOALS FOR WOMEN

Female Goals - 6.9%

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

REQUIRED CONTRACT PROVISIONS 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

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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. Apprentices 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

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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

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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.)

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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 from 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

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Code of Federal Regulations**

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.

**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.

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

**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.

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 certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 1 GENERAL REQUIREMENTS

01005 Supplementary Conditions

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: **NY140024 09/19/2014 NY24**

Superseded General Decision No.: NY20130024

Date: **September 19, 2014**

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.

<u>Situation</u>	<u>Height requiring fall Protection</u>	<u>OSHA Reference</u>
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)

<u>Situation</u>	<u>Height requiring fall Protection</u>	<u>OSHA Reference</u>
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 workday 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:

ELECTRICAL SAFETY REQUIREMENTS (continued)

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:

- 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: 1) 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

POLICY AND PROCEDURES REGARDING HISTOPLASMOSIS

INTRODUCTION. This note contains policy and procedures for working in areas where pigeons have nested, usually for long periods. It is based on New York State Department of Transportation Safety Bulletin SB-94-4. Such conditions are often found in bridge structures and cold storage facilities. This nesting results in a substantial build-up of pigeon droppings, a condition that can be harmful to humans if the material is disturbed and made airborne.

Histoplasmosis is a fungal infection resulting from exposure to pigeon droppings. Infectious material enters the body usually via inhalation into the lungs, but in some cases by ingestion through the mouth into the gastrointestinal tract. Pigeons do not carry the organism that causes histoplasmosis. Histoplasmosis is caused by a soil organism that requires the moist, nutrient rich environment that a large mass of droppings offer. Areas with small amounts of dried droppings pose minimal hazard.

This note is intended to alert the Contractor to this potential health hazard and establish procedures to minimize exposure.

PROCEDURES. Prior to work in any area where pigeons nest, a thorough inspection should be made to determine if and to what extent there is a build-up of material. Inspection itself requires minimum precautions such as the use of personal protective equipment, which may include clothes, rubber boots, rain-suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity should be directed to the Owner's Engineer or agent in charge of the construction contract.

If substantial material is found in the immediate work area, cleaning must be performed. Employees engaged in cleaning activity shall wear all of the personal protective equipment specified above. A high-powered water hose is an effective means to remove material. If the material is to be scraped away, it must be kept wet during the entire process. Application of a cleaning agent (bleach, for example) before removal may help dissolve the material, and may be applied as a disinfectant upon the affected surfaces after the droppings have been removed. Compressed air shall not be used to remove pigeon droppings because it increases the potential for inhalation and ingestion of airborne particles and the area of potential exposure.

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. All other personal protective equipment appropriate for the task and/or location shall be used, such as fall protection, hard hat, etc.

Employees engaged in cleaning, or any other activity that involves exposure to pigeon droppings, should observe a high degree of personal hygiene, even if the exposure is casual. Special care must be taken to wash hands thoroughly before eating or smoking.

END OF SECTION

CONSTRUCTION MANAGEMENT PLAN

INTRODUCTION

Preservation of the covered bridge carrying Bridge Street over the West Branch of Cayuga Inlet is a locally administered, federal-aid project in the Town of Newfield, 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 – Project Sponsor. As Project Sponsor, Tompkins County (along with the Town of Newfield) is the Owner of the bridge and benefactor of this project. 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, Highway Division Assistant Highway Director Carl Martel, 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.
- 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, the Job Affirmative Action Manager (JAM), and Douglas Mills, P.E., the RLPL.
- 3) Construction Inspection (CI) Consultant – CHA, the design consulting firm, shall provide construction inspection construction via daily on-site monitoring; 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. CHA is qualified for this work and the possibility of retaining them for the inspection tasks was considered when they were hired for the design. CHA was retained and will be 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 neighboring Newfield Town Hall or within one mile of the project site.

Consultant CHA will staff the project with one part-time Engineer-in-Charge (EIC). Also, the consultant will employ a FULL TIME inspector or Tompkins County will assign a full-time employee for inspection duties whenever project work is underway. The Engineer-in-Charge (EIC) and other inspectors shall monitor daily construction activities and be responsible for ensuring conformance with the contract plans and specifications. They shall complete Daily

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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 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 inspectors shall routinely communicate with the Contractor's superintendent or supervisor and field personnel. They 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 inspectors or EIC shall obtain copies of material delivery tickets daily from the Contractor.

- b. Consultant and Funding - The construction inspection consultant is to be determined and will be retained and reimbursed in accordance with LAFA Procedures.
- c. Inspector Qualifications and Responsibilities – When determined, a detailed resume for the proposed Engineer-In-Charge will be included as Exhibit C. The EIC and inspectors will be under direct supervision of a NYS Licensed Professional Engineer.
- 1) Construction Project Manager, (To Be Determined) off-site professional engineering support
 - 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.); verifying and co-signing EIC Inspection Reports; tracking job progress via Appia software.
 - ii) Reports to County Project Manager.
 - 2) Engineer-In-Charge (EIC), (To Be Determined)
 - 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 Construction Project Manager.
 - 3) Other full-time consultant or County inspectors

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- 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) Report 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

This contract has a 0% DBE participation goal.

b. Equal Employment Opportunity (EEO) Goals

This project has 1.2% minority and 6.9% female EEO goals.

c. Permits

Tompkins County will apply for a NYSDEC permit for work on the creek banks. The Contractor will be required to complete all work in accordance with the requirements and conditions of the permit. The EIC will ensure that the Contractor is fully aware of the requirements and special conditions of the permit.

d. Requirements of Railroads and Utility Companies

The only affected utility is municipal water owned by the Town of Newfield. The Contractor will coordinate utility notification during construction. There are no railroads within the project limits.

e. Commitments made to other municipalities, emergency service providers, schools, etc.

No special commitments were made for this project. The 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 special community events will be communicated to the EIC and Contractor. Dates of road closures will be published in local newspapers and on the Tompkins County web site. Affected school, police, fire department, 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.

f. As-built plans documentation procedures

CHA shall prepare as-built plans based on documentation provided by the EIC. The Consultant shall provide digital and paper copies to Tompkins County at completion of construction. The Project Manager shall provide a paper copy of as-built plans to the RLPL within one month of the opening of the bridge to traffic.

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III. CONTRACT ADMINISTRATION – Construction Administration will be progressed using Appia Construction Management software.

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, Customary Units, dated May 1, 2008 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

The project does not have DBE compliance requirements.

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. The NYSDOT's Equitable Business Opportunity (EBO) system will be utilized to track 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, or its designated representative, will digitally submit the AAP-33D, Employment Utilization Worksheet, for the previous month to the RLPL at each payment request.
- 5) The Sponsor, or its designated representative, shall e-mail the Region 3 Construction Group the project's "% Complete" for each contract payment (contractor's work only), at no less than monthly intervals for the life of the contract. Emails shall be sent to: Steve Collins, Steven.Collins@dot.ny.gov, with a cc: to Robert Short, Robert.Short@dot.ny.gov.
- 6) The annual FHWA 1391, Federal-Aid Construction Contractor's Annual EEO Report, will cover the final payroll week fully in July. This report will be prepared from information provided through the EBO system with no separate submission required.
- 7) There is no training requirement for this project.

e. Wage Rate Compliance Procedures

- 1) The Contractor will be required to submit original signature certified payroll records on a weekly basis to the Sponsor. This requirement will be a condition of payment to the Contractor. Certified Payroll reports with original signatures shall be maintained by Tompkins County.
- 2) Weekly payrolls will be input through EBO. 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.
- 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.

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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.

g. Claim and Dispute Resolution Procedures

- 1) The contract utilizes the NYSDOT Standard Specifications 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

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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.

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 other inspectors, as necessary. The Sponsor will provide one full-time inspector, as necessary.

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

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- 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.

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 Inspection Firm will provide Quality Assurance testing on and off the project site as required by NYSDOT Standards and Specifications and Contract Documents. Plant testing and aggregate and stockpile testing, with timely prior coordination through the NYSDOT Regional Materials Department, will be performed by NYSDOT. This assistance will be at no added expense to the NYSDOT. See **Exhibit A** for NYSDOT materials sampling and testing requirements.

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.

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 B** 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, Erdman Anthony. 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.

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b. Anticipated efforts to coordinate with affected utility companies

No utility relocations are anticipated for this project. Following award of bid, the Contractor will be required to coordinate with the Town of Newfield concerning locations of municipal water and/or sanitary sewer within the project limits and to notify them prior to the start of construction. 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 school, police, fire department, and ambulance companies, among other affected organizations will be notified by fax and/or electronic mail. 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.

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;

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- 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 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

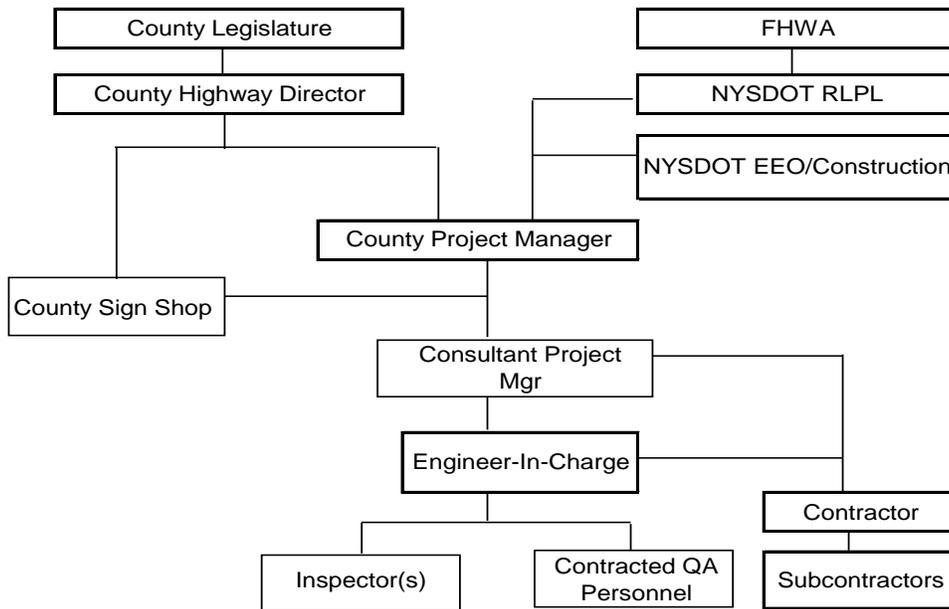
The following federal standards are referenced and apply to the administration of this project.

- (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

CONSTRUCTION MANAGEMENT PLAN

- (4) 41 CFR Part 60-1 - Obligations of Contractors and Subcontractors and Part 60-4 - Construction Contractors--Affirmative Action Requirements.

Project Construction Staff Organizational Chart



Recommended By:

Approved By:

Tompkins County Highway Division	Date
RLPL	Date
Engineer-In-Charge	Date

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Exhibit A

Local Sponsored Projects
Offsite Materials Sampling and Testing
By Region 3 Materials Staff

NYS DOT
REGION 3 Materials
4601 Nixon Park Dr. Suite 110
Syracuse NY, 13215

Thomas McPhilmy, Region Materials Engineer
Bill Wilbur, Regional Plants manager
Paul St. Amour, Lab Manager
Phone 315 469-3285, Fax 315 469-1614

Call in 72 hours prior to first plant order for Cement Concrete or Asphalt Concrete – verify plant locations supplying material and the current approved status.

After first notification of plant order, subsequent orders should come in by 3 PM the day before, by Fax or e- mail - **r03.materials@dot.state.ny.us**

Plant inspectors will fax plant-testing reports to project field offices at day's end or early the following day. Small quantities of hot mix (typically less than 150 tons) or non-structural Cement Concrete pours (sign footings, DI alterations) can be plant certified, no State QA inspector present. Still notify Regional Materials of this production at times an inspector may be placed for these small orders.

For Structural Concrete

- Provide location of placement, concrete class needed, and time of delivery to the project site.
- Inform region 3 lab if test cylinders will be fabricated and broken by region 3. All structural placements should include one or more 28 day cylinder breaks to be placed in approve curing box (region 3 has curing tank capacity if needed, cylinders should be minimum 24 hour old before moving). All early break cylinders shall be cured in the field with the placement they represent. **It is vital that all pairs of cylinders are accompanied by a fully filled out BR 300 Cylinder Report Form that identifies the plant where the mix originated and all sources of materials contained in the mix, as well as field test data (slump, air, temperature) from the day of the placement.** This vital information will be on plant inspector's report from the day of mix production. BR 300 forms are available through regional materials office if needed.

For HMA Paving

Determine Superpave Series from pay items and inform region 3 materials lab if test strip cores will be taken and brought into to regional lab for testing. Superpave 60 series requires 4 test strip cores and loose mix from the plant to determine PTD (density gage present for all paving of 60 series), 70 series requires no cores but density gage must be present, 80 series (no density gage) roller passes according to specification. 50 series Superpave is for limited access highways only, if you have these items it could be an error in specifying.

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Exhibit B

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, Customary, May 1, 2008 (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 color-coded seal for current year 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 paragraph IV.c above.
- The Consultant will complete compressive cylinder testing.
- **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.

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Concrete Plant (Not All Inclusive)

- **QC Testing completed by Contractor**
- **QA Testing completed by NYSDOT**
- Any plant certifications for small quantities (<= 25 CY) will be prearranged through the Sponsor with concurrence from the RLPL.

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 - QC/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

Pavement General - Super pave HMA 80 Series (Not All Inclusive) – See Exhibit A

- 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.

CONSTRUCTION MANAGEMENT PLAN

- 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 - QA Testing will be performed by NYSDOT. NYSDOT shall be fully involved with daily plant orders. Off-site materials sampling and testing will be done by Regional Materials starting with Region 3 and possibly involving a second region depending on plant locations.

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

MATERIALS TESTING & ACCEPTANCE PROCEDURES

Only NYSDOT approved granular materials and stone filling will be used on this project. Sampling, testing, and approvals for all granular materials and stone filling items will be done by the NYSDOT Regional Geotechnical Unit. The consultant inspector will be responsible for onsite compaction and gradation testing. The frequency of testing shall be based on Exhibit 203-A of the NYSDOT Construction Inspection Manual (CIM). The onsite testing must be done according to the appropriate NYSDOT testing manuals: GTM-20 - Test Method for the Grain-Size Analysis of Granular Soil Materials, GTM-9 - Test Method for Earthwork Compaction Control by Sand Cone or Volumeter Apparatus, GTM-10 - Test Method for Earthwork Compaction Control by Nuclear Gauge.

The NYSDOT test methods are different from similar ASTM tests that testing laboratories typically use. It is important to follow these NYSDOT approved test methods rather than the ASTM tests since the NYSDOT’s quality assurance program is based on following the DOT test methods.

Geotechnical Control Procedure GCP-17 - Procedure for the Control of Granular Materials provides details on the building and sampling procedure for stockpiles as well as the procedure for obtaining Source Approvals for non-stockpiled granular materials. GCP-14 - Procedure for Control of Stone Filling and Rip-Rap Items provides the same details for stone filling items.

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Construction Management Plan**

CONSTRUCTION MANAGEMENT PLAN

Contact Mark Cregg, P.E., Regional Geotechnical Engineer @ 315-469-3236 to make arrangements for stockpile sampling and source approvals. The Regional Geotechnical Unit keeps an updated list of sources that are currently approved for non-stockpiled granular materials.

All of the above manuals are available online at the following link:

<https://www.dot.ny.gov/divisions/engineering/technical-services/geotechnical-engineering-bureau/manuals>

The consultant EIC/Inspector should familiarize himself with these manuals.

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

**01005 Supplementary Conditions
Sample Faithful Performance Bond**

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.

**01005 Supplementary Conditions
Sample Faithful Performance Bond**

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

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**01005 Supplementary Conditions
Sample Faithful Performance Bond**

(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

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01005 Supplementary Conditions
Sample Labor and Material Payment Bond

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 _____

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DIVISION 1 GENERAL REQUIREMENTS
01005 Supplementary Conditions
Sample Labor and Material Payment Bond

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 from 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 NYS DOL 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 NYS DOL 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

GENERAL PROVISIONS OF LAWS
COVERING WORKERS ON ARTICLE 8 PUBLIC WORK CONTRACTS

possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

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

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b 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

NYS DOL 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

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.



Attention Employees

THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

PW 101 (10.12)

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

<http://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.smbuffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsinglet@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.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 # _____ COUNTY: _____
 (found on wage schedule)

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 4. NEW SEWER OR WATERLINE 6. OTHER RECONSTRUCTION, MAINTENANCE REPAIR OR ALTERATION

3. HEAVY AND HIGHWAY CONSTRUCTION (NEW AND REPAIR) 5. OTHER NEW CONSTRUCTION 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)
_____ (TOWN, CITY, STATE)	_____ (TELEPHONE NO.:()



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	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
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	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

<i>Job Classification</i>	<i>Tag #</i>	<i>Applicable Counties</i>	<i>Check Box</i>
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	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, NY

DIVISION 1 GENERAL REQUIREMENTS

**01005 Supplementary Conditions
NYS DOL Prevailing Wage Information**

NYS Wage Determination

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

Location: County of Tompkins

Project Type: Covered Bridge Preservation, BIN 3321021.

PRC#: 2013007944

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=927199>

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>

END OF SECTION

1.01 GENERAL

- A. **All work** shall be in accordance with the following: The NYSDOT "Standard Specifications for Construction and Materials – *U.S. Customary Units*" Handbook, Office of Engineering, **May 1, 2008** 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 at the crossing of Bridge Street over the West Branch of Cayuga Inlet (BIN 3210210) in the Town of Newfield, Tompkins County, New York. The bridge is a timber covered bridge which is listed on the National Register of Historic Places. Bridge Street connects Main Street with Bank Street. The site is approximately 0.9 miles southwest of the most northerly intersection of Main Street and New York State 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:
- Installing a fire suppression system within the bridge;
 - Replacing the north abutment and installing waterproofing membrane on its buried surface;
 - Replacing north-approach drainage;
 - Re-pointing the south stone abutment and stone veneer on arch concrete foundations;
 - Replacing and grouting stone atop and behind the south creek-side retaining wall;
 - Installing shotcrete at the southwest quadrant to address eroding steep shale stream bank.
 - Applying a clear-coat fire retardant and insecticide/fungicide coating on all interior timber surfaces (except the top of the timber deck); and, if awarded,
 - Installing timber curbing; and/or
 - Replacing arch hanger rods with galvanized members to mitigate future corrosion.
- B. 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:

1. Engineering Drawings – 12 sheets
2. Project Manual, dated August, 2014, including all applicable addenda,
3. Specifications, including all applicable addenda,
4. New York State Department of Transportation (DOT) “Standard Specifications – Construction and Materials – *Customary Units*” dated **May 1, 2008** with current additions or modifications in effect on the date of public bid opening, 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.
 6. 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 arrange and conduct all work in one continuous operation to completion in an efficient and workmanlike manner and without delays.
- D. 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.
- E. 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.
- F. 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 barricades. The Contractor shall be responsible for ensuring that all work zone signs, flags, delineators, barricades, lights, etc. are in position, functioning as designed, and in good condition. The Contractor shall be responsible to repair any damages to signage or delineation that result from the Contractor's operations.
- B. Tompkins County shall be responsible for providing and maintaining all necessary detour

operation and signage. The Contractor shall notify Tompkins County if maintenance of detour signage or delineation is required.

- 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. 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 appropriate items
- D. 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 and/or representative will perform routine inspections.
- B. The Contractor must provide safe emergency access at all times during construction.
- C. Sanitary Conveniences. Sanitary conveniences for the use of all persons employed on the work site shall be provided and maintained by the Contractor in sufficient number, in a manner and at such places as shall be approved. The Contractor shall prohibit the committing of public nuisances along the work site.
- D. Divisible Load Weight Permits. The Contractor shall abide by all provisions of the Tompkins County Divisible Load Weight Permit Program. This program applies to all roads under the jurisdiction of the Tompkins County Highway Division. Permits are required to move a vehicle or combination of vehicles on County roads whose weight exceeds that specified in Section 385 of the New York State Vehicle and Traffic Law.
- E. Road Preservation Law. The Contractor shall abide by all provisions of Tompkins County Local Law No. 1 of the year 2011, Road Preservation Law. (See <http://www.tompkins-co.org/highway/>). This law regulates truck traffic to and from a project site that generates more than one thousand (1,000) truck trips with a gross weight of thirty (30) or more tons (truck and load combined). A single truck makes two truck trips if it meets the weight limit traveling to the project site and meets the weight limit traveling from the project site.

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 will not be 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-NYS DOT) 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.

1.08 PERMITS

- A. Tompkins County has received NYSDEC permit authorizations for Stream Disturbance and Water Quality Certification for completion of the work, which are attached below. All work for the Newfield Covered Bridge Preservation Project shall be performed in accordance with these authorizations.
- B. NYSDEC has classified Cayuga Inlet West Branch as a protected stream. Any work occurring in water may be conducted only between July 15 and October 1. Work timing will not be imposed for any work conducted out of the water.

1.09 RIGHT OF WAY

- A. The limits of highway right of way (ROW) 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.
- B. Contractor's Use of Right of Way for Staging. Reference is made to Section 107-08(A) of the NYS DOT Standard Specifications. The County has determined that there are no areas within the contract limits ROW identified for the Contractor's use as a long-term storage/staging area.
- C. Permission to Perform Work on Private Lands. At limited locations along the project, grading may be necessary beyond the existing highway boundary and easements to re-establish driveways, re-establish utility connections, improve landscape aesthetics, or for ease of maintenance. A permission form will be required from each property owner, which will be obtained by the Engineer if necessary. If the release is not granted from the property owners, the proposed work shall terminate at the right-of-way limit as ordered by the Engineer. Work shall not commence beyond the highway boundary until so directed by the Engineer.
- D. Disposal Sites Permits. 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.

1.10 ENVIRONMENTAL AND CULTURAL 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. Protection of Existing Vegetation. The Contractor's attention is directed to the presence of valuable vegetation within the highway right-of-way, including turf, trees, ornamental plantings, etc. The Contractor shall exercise care not to damage vegetation by construction operations.

The Contractor shall submit plans for all proposed areas to be used for staging materials and equipment including the Contractor's, subcontractor's and their employees' personal vehicles. No staging will be permitted under the drip line of any trees. All portions of staging areas within 50 feet of any trees shall be delineated with 4-foot-high orange construction fencing at the Contractor's expense. The fencing shall be inspected, and maintained as necessary, every two weeks or when damaged, as ordered by the Engineer.

Damaged trees shall be removed and replaced by a number of 2-inch caliper trees, such that the sum of the caliper of the new trees is equal to the diameter at breast height of the damaged trees. Areas of shrub damage shall be restored with 3-foot-high shrubs on 5-foot centers over the limits of the area. All work to restore damaged vegetation shall be at the Contractor's expense.

- 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.

1.11 COMMUNITY COORDINATION

Local fire, police, ambulance, transit, and school representatives shall be notified by the Resident Engineer in close cooperation with the Contractor prior to commencing work in order to maintain sufficient emergency services and to allow school officials sufficient time to plan alternative bus routes, if necessary. This is especially important prior to implementing detours and/or prior to changing the type of traffic control (e.g. short-term moving operations to alternate one-way flag person controlled). Contact information will be available to the Contractor from the Engineer.

1.12 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.

1.13 PROVISION OF WATER

The Contractor shall be responsible to provide all water necessary for construction. The Contractor shall make suitable arrangements as necessary to obtain such water. The cost of all water used shall be included in the various items in the contract.

1.14 SITE CONDITIONS / UTILITIES

- A. There are no record drawings or other supplemental information available for the existing bridge.
- B. 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.
- C. 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.
- D. 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.
- E. Soil borings were not advanced at the site. The Contractor shall be responsible to excavate exploratory test pits as may be required to determine underground conditions, the cost of which shall be included in the various items of the contract.
- F. The Contractor shall promptly notify the County in writing of any conditions that vary from those shown on the plans and specifications.

- G. The Contractor shall provide safe access for the Engineer to all areas of work during normal working hours.
- H. Upon completion and acceptance of the work, the highway shall continue to be maintained by the agencies that had jurisdiction prior to this contract.
- I. Any tree trimming or cutting for utility relocations will be the responsibility of the utility company.

1.15 PROJECT SCHEDULE

- A. Notice of Award pending New York State Department of Transportation approval shall be issued on or before **Thursday, January 22, 2015**. Contract execution shall be on or before **Friday, February 20, 2015**. A Notice to Proceed will be issued upon execution of the contract.
- B. **On-site construction shall begin on or after June 1, 2015. The date of final completion shall be on or before August 14, 2015.**
- C. 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.
- D. No planned work activity shall be implemented without first receiving clearance from the Engineer.
- E. Contractor shall submit a progress schedule for the work to Tompkins County. Schedule shall be updated as requested.

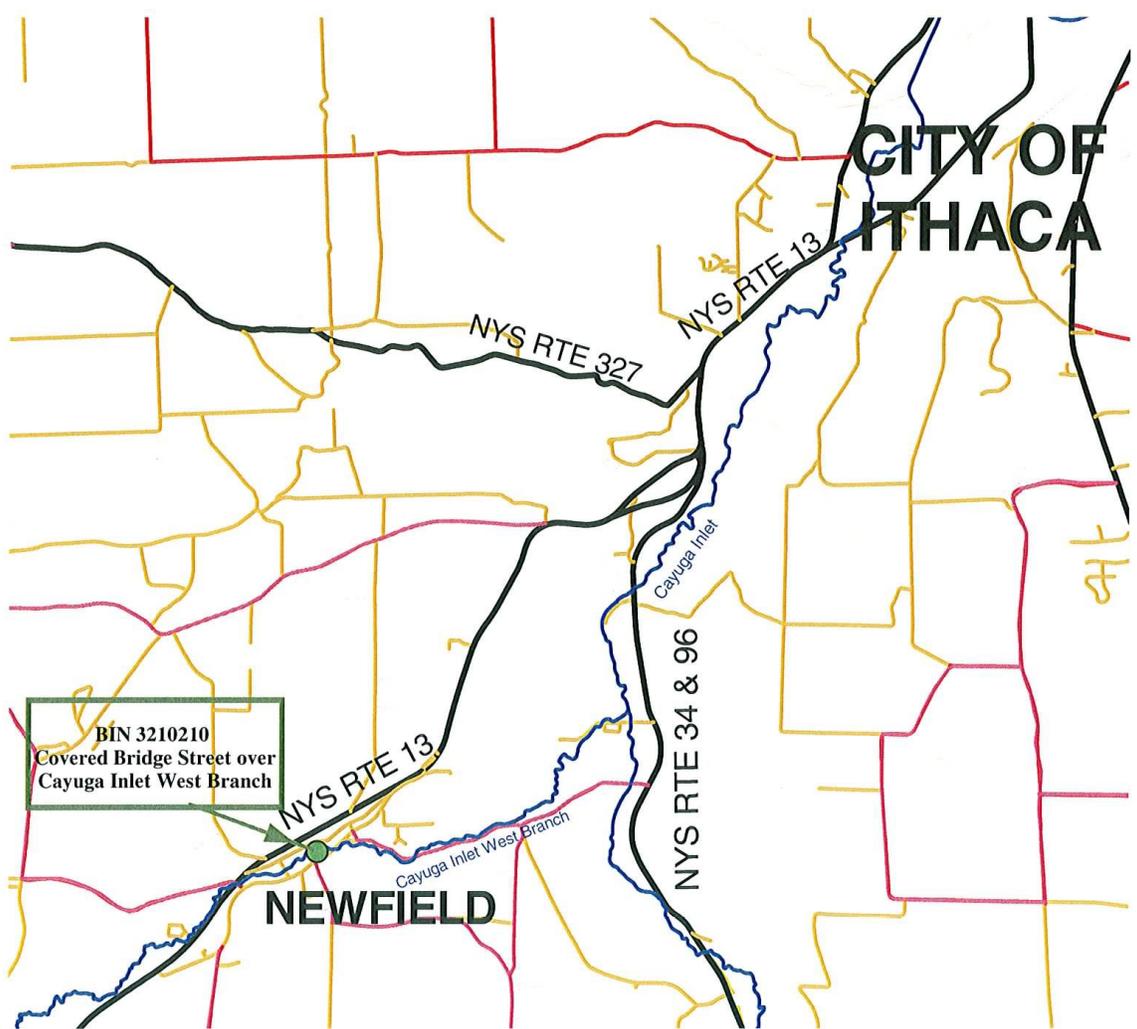
1.16 FAILURE TO COMPLETE WORK ON TIME

- 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 1, 2008 with current additions or modifications in effect on the date of public bid opening, will be deducted from any money due the Contractor. The amount of such liquidated damages will be based on the total contract cost.

1.17 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.

LOCAL LOCATION MAP
NEWFIELD COVERED BRIDGE PRESERVATION PROJECT



TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 1 GENERAL REQUIREMENTS

01010 Description of the Work
NYSDEC Permit Authorizations

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 7-5034-00114



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
TOMPKINS COUNTY

320 N TIOGA ST
ITHACA, NY 14850
(607) 273-6632

Facility:
NEWFIELD COVERED BRIDGE OVER W BR
CAYUGA INLET
BRIDGE ST - 250' N OF MAIN ST
NEWFIELD, NY

Facility Permit Contact:
JOHN LAMPMAN
TOMPKINS CO HWY DEPT
170 BOSTWICK RD
ITHACA, NY 14850-9303
(607) 274-0307

Facility Location: in NEWFIELD in TOMPKINS COUNTY

Facility Principal Reference Point: NYTM-E: 369.033 NYTM-N: 4691.309
Latitude: 42°21'46.9" Longitude: 76°35'25.6"

Authorized Activity:
Maintenance and repair of existing covered bridge, supports, drainage and install new Fire Control Protection System on superstructure; all work to be performed in accordance with plans submitted and all permit conditions herein.

Permit Authorizations

Stream Disturbance - Under Article 15, Title 5

Permit ID 7-5034-00114/00001

New Permit Effective Date: 11/10/2014 Expiration Date: 12/31/2016

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 7-5034-00114/00002

New Permit Effective Date: 11/10/2014 Expiration Date: 12/31/2016

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 7-5034-00114



NYSDEC Approval

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

Permit Administrator: JOSEPH M DLUGOLENSKI, Deputy Regional Permit Administrator
Address: NYSDEC REGION 7 CORTLAND SUB-OFFICE
1285 FISHER AVE
CORTLAND, NY 13045 -1090

Authorized Signature: _____

Date 11/10/2014

Distribution List

JOHN LAMPMAN
JEAN P FOLEY
US ARMY CORPS OF ENGINEERS - BUFFALO DISTRICT
Law Enforcement

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS
WATER QUALITY CERTIFICATION SPECIFIC CONDITION
GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS
NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: STREAM DISTURBANCE; WATER QUALITY CERTIFICATION

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by John Lampman, Tompkins County Highway Department and received on August 7, 2014; including resubmitted materials on October 7, 2014.
- 2. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 7-5034-00114



3. Prevent Concrete Wash Waters from Entering Waterbody Waste concrete, concrete from repointing, coating and shotcrete operations or concrete from truck clean out activity and/or any wash water from trucks, equipment or tools if done on site, must be contained in a manner that will prevent it from escaping onto the streambank or into the stream channel and entering the stream.

4. Debris from Bridge Work Preventive practices, such as platforms, must be in place prior to commencing any work with potential for debris and/or materials to enter the stream or stream channel. No materials and/or debris of any type may enter the stream or the stream channel. This must be strictly adhered to due to the waiving of work restriction timing. Any materials dropped due to failure of installed preventative practices, must be removed immediately within 1 hour of failure.

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

6. Water Clarity Stream reaches downstream of construction areas shall always remain as clear (non-turbid) as the reaches upstream of the construction areas.

7. Timing Any work occurring in water may be conducted only between July 15 and October 1. Work timing restrictions will not be imposed for any work conducted out of the water.

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

9. Storage of Materials Project materials, if stockpiled, shall be located sufficiently landward of the waterbody so that no turbid runoff is discharged directly or indirectly into the waterbody.

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

11. Clean Fill Only All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

12. No Equipment in the Water Equipment operation in the water is prohibited. With heavy equipment, the bucket may enter the water only to retrieve fallen debris.

13. Minimize Bed/Bank Disturbance Disturbance to the bed and banks of the stream shall be kept to the minimum necessary to complete the project.

14. Stabilize Spoil All dredged or excavated material must be effectively stabilized so that it cannot re-enter any water body, stream, or wetland area.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 7-5034-00114



15. Stabilize Disturbed Banks and Upland Areas All disturbed areas from which soil could erode into the stream shall be hydroseeded or mulched and seeded with an appropriate conservation mix immediately, or within 48 hours, of project completion. If weather conditions are not favorable for germination, soil may be stabilized with straw mulch, an erosion control blanket or similar effective practice and seeding can take place as soon as conditions are favorable. Replace any woody vegetation that is removed from banks.

16. Restore Disturbed Areas Restore stockpile, streambanks, access points and other disturbed areas to original contours or contours shown on approved plans.

17. If In-Water Work Becomes Necessary

a. Maintain water flow during work.

b. Prior to commencing any in-water work, a temporary cofferdam shall be installed to isolate the work area from the rest of the stream. Any temporary cofferdam or water diversion structure shall be constructed of clean materials such as sheet piling, jersey barriers or sandbags that will not contribute to turbidity or siltation of the waterbody. Work area shall remain isolated from the rest of the stream until all work in the streambed or bank is completed, concrete is thoroughly set and the water clarity in the coffered area matches that of the open water. The cofferdam shall be entirely removed immediately upon completion of work.

c. Dewatering within Cofferdam: Dewatering within the coffer(s) shall be performed so as to minimize siltation and turbidity. Water taken from the coffered area will be passed through settling basins, filter bag, or a well-vegetated upland areas more than 100 feet from the stream bank to prevent the discharge of turbid water into the stream.

d. All fish trapped within the cofferdam shall be netted and returned, alive and unharmed, to the water outside the confines of the cofferdam, in the same stream, before the dewatering process. Pump intake must be screened to exclude fish and prevent fish impingement. Mesh of ¼ inch is recommended.

e. The pump discharge must be directed against a solid object (concrete slab, stone or steel container), or other effective method to prevent erosion by dissipating energy.

f. Fuel: All equipment, including pumps, must be fueled in a location at least 100 feet from the top of streambank. If pump is operated closer than 100 feet from the streambank, it must be on an impervious surface and absorbents capable of containing any leakage of petroleum products. Any reportable leakage must be reported as per regulations.

g. Follow NYSDEC spills reporting procedure by contacting the NYS Spill Hotline: 1-800-457-7362. Any leakage not meeting reportable threshold must be immediately cleaned up and disposed of properly.

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

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 7-5034-00114



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

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

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

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

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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

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

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

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 7-5034-00114



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

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

Regional Permit Administrator
NYSDEC REGION 7 CORTLAND SUB-OFFICE
1285 FISHER AVE
CORTLAND, NY 13045 -1090

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Stream Disturbance, Water Quality Certification.

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

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

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

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 7-5034-00114



NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

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

Item B: Permittee's Contractors to Comply with Permit

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

Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 1 GENERAL REQUIREMENTS

01010 Description of the Work
Special Notes

2.00 SPECIAL NOTES

Listing of Contract Documents

Bar Reinforcement for Structures

Sign Removal and Relocation

Materials Testing

Performance Graded (PG) Binder and Mix Design Level

Miscellaneous Notes

Anchoring Materials - Chemical Curing

LISTING OF CONTRACT DOCUMENTS

The contract documents for this project consist of the following items:

- 1 "Project Manual and Technical Specifications for Newfield Covered Bridge Preservation Project" dated August 2014.
- 2 Engineering drawings entitled "Newfield Covered Bridge Preservation Project, Bridge Street over Cayuga Inlet West Branch in Town of Newfield" (BIN 3210210) dated March 2014, and consisting of a cover sheet and contract drawing sheets 1 through 11.
- 3 The New York State Department of Transportation Standard Specifications (U.S. Customary Units) of May 1, 2008, and all addenda in effect on the date of public bid opening, 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

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 1 GENERAL REQUIREMENTS

01010 Description of the Work
Special Notes

BAR REINFORCEMENT FOR STRUCTURES

The Contractor should be aware that reinforcing bar lists for bridge work are not included in the Contract Plans and the provisions of specification sections 556 shall apply. The cost for furnishing and placing bar reinforcement for the bridge work, including preparation of the bar list and placement drawings, shall be included in the unit price bid for the following items:

- Concrete for Structures, Class HP Item 555.09

The bar list and placement drawings shall be submitted to the engineer for approval.

END OF SECTION

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 1 GENERAL REQUIREMENTS

01010 Description of the Work
Special Notes

SIGN REMOVAL AND RELOCATION

All sign posts removed under these items shall have the stub pulled from the ground. Cutting the stub off below ground level will not be allowed. Sign posts that are in concrete foundations shall be removed to the satisfaction of the Engineer.

END OF SECTION

MATERIALS TESTING

The contractor understands and agrees the inspection and approval of materials to be used on this project will be performed by NYSDOT. When the contractor receives direction from NYSDOT regarding the approval/rejection of materials such as hot mix asphalt, Portland cement concrete, structural steel, concrete structural elements and/or components, the contractor understands the decision is final and will accept it as such. The contractor will not allow off-site materials subject to the inspection and approval of NYSDOT to be shipped to the project site prior to receiving authorization from NYSDOT.

As soon after award as practicable, and prior to the pre-construction conference, the contractor shall provide the following information to the County and NYSDOT Regional Local Project Liaison.

- a. The name and address of each manufacturer of all materials and portions thereof requiring off-site quality assurance in accordance with NYSDOT's specifications to be used in this project.
- b. The name and address of each fabricator fabricating structural steel items or any portion thereof to be used in this project.
- c. The name and address of each fabricator manufacturing structural concrete items or any portion thereof to be used in this project.

The contractor agrees that it and its subcontractors and suppliers will only acquire materials for this project through NYSDOT-approved manufacturing, batching and fabrication facilities.

END OF SECTION

PERFORMANCE GRADED (PG) BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 402 Hot Mix Asphalt (HMA) items in this contract.

PG 64-22

Use a **PG 64-22** binder meeting the requirements of AASHTO M320, Standard Specification for Performance Graded Asphalt Binder for the production of Superpave Hot Mix Asphalt mixtures for this project.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

SUPERPAVE Hot Mix Asphalt, 37.5 mm, 19.0 mm & 9.5 mm Nominal Max Aggregate Size

The Contractor should be aware that this is a performance based specification in which the Contractor is responsible for compacting the pavement within a specified density range. The Contractor must be prepared to select, operate, and control the paving and compaction equipment, to monitor the results, and to make necessary adjustments (without direction from the Engineer) to achieve the specified density results. Written instructions for determining pavement density and core locations are available from the Regional Materials Engineer or the Director, Materials Bureau.

The mixture designs must be developed in accordance with the criteria specified in the SUPERPAVE Hot Mix Asphalt items that are appropriate for an **Estimated Traffic level of <30 Million 80 kN ESALs.**

END OF SECTION

MISCELLANEOUS NOTES

A. BITUMINOUS SEALER

All transverse and longitudinal joints between existing and new asphalt surfaces shall be sealed with a Bituminous Material meeting the material requirements of NYSDOT Materials Designation of Section 702-0700, Asphalt Filler. Cost to be included in the various asphalt items.

B. FINAL PAVEMENT COURSE

The final pavement course shall not be placed until final traffic patterns can be made operational. The Contractor shall not place final pavement in a piecemeal manner. The Contractor shall submit a paving schedule for approval by the Engineer.

C. VIBRATORY COMPACTION RESTRICTION

Due to the age and proximity of the existing buildings and underground facilities, ***no vibratory compaction will be allowed for this project.*** The Contractor is also alerted that excessive pounding of the existing pavement structure prior to removal will not be allowed. Use of hoe-pacs, jumping jacks, plate tampers, small walk-behind drum vibratory compactors or similar devices will be allowed for trench backfill, sidewalk or driveway construction, as well as culvert or bridge backfill operations. In addition, an approved pneumatic rubber-tired roller will be required.

D. STEEL TRACKED EQUIPMENT

The Contractor is prohibited from running equipment that does not operate on rubber tires (excavators milling machines, etc) across final pavement layers (top, binder, or base) unless precautions (mats, etc) are provided to prevent damage to the layer. The Engineer shall approve of all methods used to move equipment.

E. SAWCUTTING

No separate measurement or payment will be made for sawcutting. Where “sawcut” or “neat cut” is noted on the Contract Drawings or Specifications, the contractor shall provide a neat, vertical cut that limits damage or undermining of the adjacent pavement section to remain. All costs for said work shall be included in the price bid for the appropriate related item.

END OF SECTION

ANCHORING MATERIALS - CHEMICAL CURING

Due to safety concerns, the use of §701-07 *Anchoring Materials –Chemical Curing*, will not be allowed in any overhead applications or where sustained tensile loads will exist. This requirement includes but is not limited to direct overhead installations such as utilities to undersides of bridge decks and overhead protective screening.

When such work is required, alternative anchoring methods or materials like mechanical anchors or cementitious grouting operations, must be used in these locations. Use of alternate materials or methods not previously approved shall require approval of the Deputy Chief Engineer Structures (DCES).

Further, use of §701-07 *Anchoring Materials –Chemical Curing* will not be allowed in any horizontal or vertical applications where failure would result in risk or injury to the public. Applications where only cementitious grouts shall be required include but are not limited to decorative railings, pedestrian fence, and screening. Bridge railing installations shall only use §701-05 *Concrete Grout Materials* as presently required by specifications. Substitution of §701-07 *Anchoring Materials –Chemical Curing* shall not be allowed for bridge railing installations.

Use of §701-07 *Anchoring Materials –Chemical Curing*, may be allowed for temporary applications, and when specified, shall be designed and stamped by a PE. Temporary items anchored using §701-07 *Anchoring Materials –Chemical Curing* shall be rendered inoperable upon completion of their use on a project.

END OF SECTION

3.00 SPECIAL SPECIFICATIONS AND STANDARD SPECIFICATION UPDATES

The following pages (191 through 239, inclusive) add to and modify the NYSDOT "Standard Specifications for Construction and Materials - *Customary Units*" Handbook, Office of Engineering, May 1, 2008 OR are other special specifications for the Newfield Covered Bridge Preservation Project. The following sections are added to and otherwise modify and supplement the Contract Documents.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
EI 10-009	REVISION TO SECTION 402 - HOT MIX ASPHALT (HMA) PAVEMENTS
EI 08-012	ANCHORING MATERIALS - CHEMICAL CURING, NTSB SAFETY RECOMMENDATIONS
556.02019975	ADJUSTMENT TO UNCOATED BAR REINFORCEMENT WHEN REINFORCEMENT IS INCLUDED IN STRUCTURAL CONCRETE ITEM
556.02029975	ADJUSTMENT TO EPOXY COATED BAR REINFORCEMENT WHEN REINFORCEMENT IS INCLUDED IN STRUCTURAL CONCRETE ITEM
559.02020003	INSECTICIDE/FUNGICIDE & FIRE RETARDANT COATING OF TIMBER STRUCTURE
559.16960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE
559.18960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS
560.0501—75	RUBBLE MASONRY RESTORATION
560.0801—75	RE-POINTING OF MASONRY JOINTS
627.50140008	CUTTING PAVEMENT

END OF SECTION

To:		<p style="text-align: center;"><i>New York State Department of Transportation</i> ENGINEERING INSTRUCTION</p>	<p style="text-align: center;">EI 10-009</p>
Title: REVISION TO SECTION 402 - HOT MIX ASPHALT (HMA) PAVEMENTS			
Distribution: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Manufacturers (18) <input checked="" type="checkbox"/> Local Govt. (31) <input checked="" type="checkbox"/> Agencies (32) <input type="checkbox"/> Surveyors (33) <input checked="" type="checkbox"/> Consultants (34) <input checked="" type="checkbox"/> Contractors (39) <input type="checkbox"/> _____ () 		Approved: <p style="text-align: center;">/s/Robert L. Sack 16 Apr 10</p> <p style="text-align: center;">R.L. Sack, P.E. Date</p> <p style="text-align: center;">Deputy Chief Engineer, Research</p>	

ADMINISTRATIVE INFORMATION:

- This Engineering Instruction (EI) is effective beginning with projects submitted for the Letting of 09/02/2010.
- This EI supersedes EI 06-028, EI 08-028.
- The revisions issued with this EI will be incorporated into a future update of the Standard Specifications Book.

PURPOSE: The purpose of this EI is to revise Standard Specification Section 402, *Hot Mix Asphalt (HMA) Pavements*.

TECHNICAL INFORMATION: This EI issues a revised Section 402 of the Standard Specifications. Some of the highlights of the changes are:

- The revised temperature and seasonal limits transmitted with EI 08-028 are now included in this section.
- Contractors may elect to leave a longitudinal joint of 100 feet (30 meters) or more open to traffic overnight when placing 6.3, 9.5, and 12.5 HMA courses only. The joint must be constructed using a longitudinal wedge joint when this option is selected, except for 6.3 HMA Course where a butt joint may be used. This allowance is not permitted for any other pavement courses.
- For 50 and 60 Series compaction methods, the test section adjustment of 1.5 shall not apply if any HMA of 150 tons or more is placed on the same day, on the same project, other than the quantity required for the construction of the test section.
- For 60 Series, additional cores are required to verify density. Cores taken under this new requirement will be subject to penalty. The specification includes a table showing the frequency of cores based on the duration of the contract.
- New item numbers have been included to pay for the following quantity adjustments. These quantities, which are adjusted quantities and not in-place quantities, will be determined as Quality Units (QU) and paid based on the Index Price. Previously, these adjusted quantities were paid using the item Bid Price:
 - Test Section Adjustment item will be used to make payment for quantities determined under the test section adjustment for both 50 and 60 Series compaction methods.
 - Pavement Density Quality Adjustment item will be used to make payment for disincentive under 60 Series compaction method when cores are taken and are subject to adjustment.
- Multiple plants will not be allowed to supply one paver. This will assist in identifying pavement locations where the plant produced HMA does not meet the QC/QA specifications requirements.
- The specification includes a “Dispute Resolution” section for contractors to dispute pavement core test results. This section was included to fulfill the requirements of an incentive/disincentive

EI 10-009 Page 2 of 4

specification.

- The requirement transmitted with EI 06-028 to have all gauge operators possess a Density Testing Inspector Certification when monitoring pavement density has been incorporated into the Standard Specification.
- The Warranty Specification previously transmitted via EB 08-28 will be available under MP 402-01, *Warranty Requirements for Hot Mix Asphalt (HMA) Top Course*, instead of being a separate specification as it is currently.
- Materials Procedures (MPs) 96-01 and 96-4 referenced in the current Section 402 will be combined as a single document and will be designated as Materials Procedure (MP) 402-02, *Hot Mix Asphalt (HMA) Pavement Density Determination*.
- The title “Weather and Seasonal Limitations” under §402-3.01 was changed to “Temperature and Seasonal Limitations” since the section addresses temperature and not the weather conditions.
- The edge of the shoulder for all new and reconstructed pavements will be required to meet a slope of 35° or flatter. The purpose of this requirement is to provide safer maneuvering by motorists who veer off the roads. This is critical during the time between when HMA is newly placed and when the shoulder back-up material is placed, or when the shoulder back-up material is washed out. Additional details are provided in a separate Engineering Instruction EI 10-012.

Cost Impact. A slight cost increase may occur due to implementation of this EI as a result of the additional pavement core requirements and the restrictions on the Contractor which limit their ability to do other HMA work when they're constructing the test section.

Design Guidance:

1. Quality Units

- Test Section Adjustment. The maximum number of quality units (QU) for each test section for any 50 Series and 60 Series item is 100. The specification allows up to two sections per item for the adjustment. Therefore, the Designer will enter 200 QUs, the Quality Index Price from the current Engineering Bulletin, and the total amount for each Test Section Adjustment item for the project. Contractors cannot bid this item.
- Pavement Density Adjustment for 60 Series. There is no need to calculate QUs for this item since there is no incentive. However, there may be a disincentive and therefore, adjustment will be made based on Quality Index price from the current Engineering Bulletin. In the estimate, the Designer will enter 1 QU, the Quality Index price based on the Region, and the total amount. This will provide an item to make negative adjustment using Quality Index Price. Contractors cannot bid this item.

2. Shoulder Edge Wedge. The guidance for the shoulder wedge is given under a separate Engineering Instruction EI 10-012.

IMPLEMENTATION:

- Main Office Design Quality Assurance Bureau will insert the Standard Specification Section 402 as a Shelf Note into contract proposals beginning with projects submitted for the letting of 09/02/2010.
- Regional Special Specification Coordinators should review their 402 special specifications and amend accordingly.
- All items listed in Section 402 are revised by changing the last digit (6th digit), which indicates the revision number from 1 to 2. For example, 402.XXYZQ1 is now 402.XXYZQ2.

EI 10-009 Page 3 of 4

All 402.XXYZQ1 items are deleted and replaced with the following items. Specific description of the items can be found in the revised Section 402. The Regional Designers need to review their Regional special specifications after the effective date to make sure they comply with the revised Section 402, especially those with 50 and 60 Series compaction methods.

Item No.	Item	Pay Unit
402.XXYZ02	XX Z Superpave HMA, Y Series Compaction	Tons
402.XXYZ12	Plant Production Quality Adjustment to 402.XXYZ02	Quality Unit
402.XXYZ22	Pavement Density Quality Adjustment to 402.XXYZ02	Quality Unit
402.XXYZ52	Test Section Quality Adjustment to 402.XXYZ02	Quality Unit

Mix Type – XX	Compaction Series - Y	Friction - Z	Quality Adjustment - Q
Type 9.5 - 09	50 Series - 5	F1 - 1	HMA Item - 0
Type 12.5 – 12	60 Series - 6	F2 - 2	Plant – 1
Type 19.0 – 19	70 Series - 7	F2 - 3	Density – 2
Type 25.0 – 25	80 Series - 8	F9 - 9	Test Section – 5
Type 37.5 – 37			

TRANSMITTED MATERIALS:

- Attached are both US Customary and Metric shelf notes, *Section 402 – Hot Mix Asphalt (HMA) Pavements*.

BACKGROUND: The revisions to Section 402, transmitted with this issuance, were necessary to enhance the overall quality of the specifications by resolving inconsistencies, ambiguities, and other changes deemed necessary by the Department. One of the changes made was the pavement density adjustment for 60 Series. This adjustment will be made using Quality Index price and not bid price, similar to the way it is done for 50 Series. This makes sense now that the specification for 60 Series requires additional coring. The revised Section 402 includes a Pavement Density Quality item for all 60 Series item.

The other proposed changes were deficiencies in the specifications encountered during the course of its use. One of the proposed changes was to have a Test Section Adjustment item for both 50 and 60 Series. This is necessary since both require the construction of a test section and provides an incentive of 1.5 times up to the first 200 tons placed on the test section. The issue in the field was that the asphalt and fuels price adjustments were applied to these additional quantities (phantom tons) that were never placed on the pavement. In addition, change orders were necessary to pay for these additional tons. To make sure the fuel and asphalt price adjustment are not applied to these phantom tons and to reduce change orders, a new Test Section Adjustment item is created and will be paid based on Quality Index Price.

A requirement of shoulder edge wedge is included in this revision to allow paving of HMA with a shoulder wedge at the edge of the shoulder to improve safety prior to applying shoulder back-up material and if, in the future, the back-up material washes away. This safety feature is recommended by the FHWA based on the study done in New York, Georgia, and other states. This shoulder edge wedge will be required for all new and reconstructed pavements.

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Other changes which were made previously and transmitted with separate EIs were also included so that all changes reside in one document.

CONTACT: Direct questions regarding this EI to Zoeb Zavery of the Materials Bureau at (518) 485-5277 or via e-mail at zzavery@dot.state.ny.us. Any questions regarding the Design Guidance, contact Pratip Lahiri of Design Quality Assurance Bureau at (518) 457-4092 or via e-mail at plahiri@dot.state.ny.us.

Make the following changes to the Standard Specifications dated May 1, 2008:

Delete Section 402 – Hot Mix Asphalt (HMA) Pavements in its entirety and **replace** it with the following:

SECTION 402 - HOT MIX ASPHALT (HMA) PAVEMENTS

402-1 DESCRIPTION. These specifications apply to all plant mixed Hot Mix Asphalt (HMA) produced at a production facility under Section 401, Plant Production, irrespective of aggregate gradation, type, and amount of HMA material or use.

This work will consist of providing, placing, and performing density monitoring of one or more courses of HMA pavement constructed on the prepared foundation in accordance with the contract documents or as directed by the Engineer.

402-2 MATERIALS

402-2.01 General. Use aggregate and PG binder from a supplier listed in the Department's Approved List of Fine and Coarse Aggregates. Use of mineral filler or any other materials for the production of HMA will be accepted in accordance with the State's written instructions.

A PG Binder grade and the Design Estimated Traffic in 80 kN ESALs will be specified by Special Note in the contract documents.

402-2.02 Composition of Mixtures. Supply HMA for the project meeting the requirements of §401-2 of the Standard Specifications and the mixture design procedure as written in Materials Method (MM) 5.16, *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures*.

The Contractor will be responsible for the quality and performance of the mixture created from approved components. The Department reserves the right to take samples at any time and location to assure the materials and workmanship incorporated into each Department project are in conformity with the approved plans and specifications.

402-3 CONSTRUCTION DETAILS. The Engineer will conduct a pre-paving meeting prior to any routine HMA placement. The attendance to this meeting will include Regional Materials Engineer, Paving Foreman, Chief Inspector or Paving Inspector(s), HMA plant representative, density gauge operator, if necessary, and traffic protection personnel. Participants will review all aspects of the specifications requirements including, but not limited to, the following:

- HMA mixture delivery temperature
- Equipment and setup
- Mix codes to assure correct mix is delivered to the project
- Gauge operator certification
- Proper construction practice to provide quality product
- Traffic Control Activities

A certified density gauge operator must be present to monitor pavement density using a density gauge for 50 Series (non-mainline areas), 60 Series, and 70 Series compaction methods. The gauge operator must hold a current Density Gauge Inspector Certification from the Associated General Contractors, New York State, or its equivalent, as determined by the Director, Materials Bureau.

Do not place HMA mixture on any wet surface. Wet surface is defined as one that is moistened, covered, or soaked with water.

402-3.01 Temperature and Seasonal Limitations.

A. Surface Temperature

1. Place HMA only when the pavement surface temperature is equal to or greater than those specified in Table 402-1, *Temperature Requirements*.

TABLE 402-1 TEMPERATURE REQUIREMENTS

Nominal Compacted Lift Thickness	Surface Temperature Minimum
≤ 1 in	50°F
1 in < Thickness ≤ 3 in	45°F
> 3 in	40°F

2. Temperature Measurement: Furnish a surface thermometer capable of reading surface temperature to nearest 1° F for the exclusive use of the Engineer. The Engineer will measure pavement surface temperatures on the surface where the mixture is to be placed. The controlling temperature will be the average of three readings taken at locations 25 feet apart utilizing a surface thermometer covered by insulation for 10 minutes or until a constant temperature is reached. Infra Red (IR) temperature guns may be used in lieu of surface thermometer. When IR gun is used and if there is a dispute with the value obtained, the Engineer will determine the temperature using the surface thermometer.
- B. Seasonal Limits:** Place HMA Top Course on mainline and shoulders between April 1 and November 30 for the counties of Dutchess, Orange, Putnam, Rockland, Westchester, Nassau, Suffolk, and the City of New York. For all other counties, place HMA Top Course between April 15 and October 31. When placing Top Course HMA outside the seasonal limitations, provide a limited warranty against defects in such work. Perform the warranty work in accordance with Materials Procedure (MP) 402-01, *Warranty Requirements for Hot Mix Asphalt (HMA) Top Course*. Unless specified elsewhere in this specification or contract documents, these seasonal limits do not apply for any other HMA layer placement.
- C. Temporary HMA Placements:** HMA placement for temporary detours, which are not and will not become part of the permanent pavement, will not be subject to the temperature and seasonal limitations but must be approved by the Engineer when placed outside temperature and seasonal limits.
- D. Miscellaneous HMA Placements:** The Engineer may allow the placement of HMA mixtures for curbs, driveways, sidewalks, gutters, and other incidental construction below the minimum temperature and outside the seasonal limits to expedite the completion of the project.
- E. Scheduling HMA Placement:** Schedule paving operations such that all HMA placements are completed within the temperature and seasonal limitations, provide safe and adequate work zone traffic control, and protect previously laid courses. Such scheduling will include expediting construction operations to permit paving within the seasonal limitations or by limiting the length of work so that it can be completed before the seasonal shut-down. Should paving operations not be completed within temperature and seasonal limitations, provide, at no additional cost to the state, all temporary materials and work necessary such as shimming of castings and protrusions, drainage of the roadway, providing acceptable rideability, and other work needed for the adequate work zone traffic control. Base or Binder layers which will be permanently incorporated into the work may be left open to traffic over the winter. However, if there is any damage to these layers, repair any damaged areas prior to placing subsequent layer at no additional expense to the State. This requirement also applies to the repairs deemed necessary by the Engineer on the temporary HMA placements. Clean this pavement course in accordance with Section 633, *Conditioning Existing*

Pavement, at no additional expense to the State, prior to applying a tack coat and overlaying. Apply tack coat in accordance with Section 407, Tack Coat, immediately prior to HMA overlay.

402-3.02 HMA Pavers. Provide pavers capable of spreading and finishing courses of HMA plant mix material in lane widths, shoulders, or similar construction applicable to the specified typical section and thicknesses shown on the plans. Repair or replace immediately any paver found to be worn or defective either before or during its use. Provide HMA pavers that meet the following requirements:

- Self-powered with an activated screed or strike-off assembly.
- Capable of operating at forward speeds consistent with satisfactory placement of the mixtures.
- Have a receiving hopper with sufficient capacity for uniform spreading operation and with automatic flow controls to place the mixture uniformly in front of the screed. Heat the screed or strike-off assembly as necessary to produce a finished surface of the required smoothness and texture without tearing, shoving or gouging the mixture.
- When screed extensions are necessary for placement of mainline pavement, provide extensions of the same design as the main screed.
- Mount auger and tunnel extensions on the paver when the screed is extended more than 1 foot for fixed paving widths wider than 12 feet when mat uniformity is not achieved as determined by the Engineer.
- When used for placing the initial paving layer, Base, Binder, and Top Courses, pavers must be equipped with approved automatic transverse slope and longitudinal grade screed controls. The controls shall automatically adjust the screed and increase or decrease the mat thickness to compensate for irregularities in the existing surface. The controls shall be capable of maintaining the proper transverse slope and be readily adjustable so transitions and super-elevated curves can be satisfactorily paved. The controls shall operate from suitable fixed or moving references as prescribed in §402-3.06, *Spreading and Finishing*.

When paving mainline, provide a paver with functional automatic transverse slope and longitudinal grade screed controls that can be operated from either side of the paver. The transverse slope and longitudinal grade screed controls of the HMA paver may be manually adjusted according to the requirements of §402-3.06, *Spreading and Finishing*.

Engineer will inspect and approve HMA pavers for use prior to the start of paving operations.

402-3.03 Hauling Equipment. Provide HMA transport trucks that have clean, smooth, tight metal beds with waterproof covers for transporting HMA mixtures to the work site. When a flexible cover is used, provide a cover that overlaps the vehicle's sideboards and back by a minimum of 6 inches and is fastened. The inside surface of the vehicle body may be lightly coated with a release agent listed on the Department's Approved List for Release Agents. Petroleum products or solvents are not permitted for use as release agents. All hauling equipment is subject to the approval by the Engineer.

402-3.04 Rollers. Rollers can either be vibratory, static steel wheel type, or pneumatic tire rollers. The Engineer will inspect rollers prior to start of paving operations to determine acceptability. A minimum of two rollers, one for breakdown and one for finish rolling, are required unless the HMA placement is on a bridge deck, bridge approaches, or other areas where a single steel wheel vibratory roller may be sufficient to achieve required density. Rollers must be in good mechanical condition, and capable of operating at speeds slow enough to avoid displacement of the mixture. The use of equipment which results in excessive crushing of aggregate will not be permitted. All rollers for HMA placement must appear on the Department's Approved List for Rollers, available on the Department's website.

A. Vibratory rollers: These rollers shall be specifically designed for the compaction of HMA mixture. Vibratory roller models satisfying the specification requirements contained herein will be evaluated by the Materials Bureau to determine compaction capabilities. If acceptable, the roller model will be placed on the Department's Approved List for Hot Mix Asphalt Vibratory Compaction Equipment. Vibratory roller models appearing on this list will be allowed to be used. Alternate types of rollers

may be approved by the Director, Materials Bureau, upon reviewing the specification of the rollers and demonstration that satisfactory results can be achieved.

Provide vibratory rollers that meet the following requirements:

Nominal Amplitude	0.05 in maximum.
Vibration Frequency	1500 vpm minimum.
Drum Width (dual vibrating drums)	54 inches, minimum
(single vibrating drum)	84 inches, minimum

All vibratory rollers shall be equipped with a speedometer that accurately indicates roller speed in either ½ mph or 50 ft per minute increments (maximum) throughout the specified operating range. Vibratory rollers must also be equipped with a speed control device that can be set to prevent the roller from traveling in excess of 2 ½ mph or 220 ft per minute when the roller is in vibratory mode. The type of speed control device will be subject to the approval of the Director, Materials Bureau. When rollers have pneumatic drive wheels, release agents listed on the Department’s Approved List may be used on the tires to prevent material pickup.

B. Static steel-wheel rollers. These rollers shall be self-propelled and be either 10 to 12 ton three axle types or 8 to 10 ton two axle types.

C. Pneumatic rubber-tired rollers: These rollers shall be self-propelled and consist of two axles on which multiple pneumatic-tired wheels are mounted in such a manner that the rear wheels shall not follow in the tracks of the forward wheels and will be spaced to give essentially uniform coverage with each pass. The axles will be mounted in a rigid frame provided with means for adding ballast. The wheels shall be mounted so as to oscillate individually or in pairs. The tires must be smooth and show no tread pattern, be of equal size and diameter, and be uniformly inflated. Pneumatic rollers shall meet the following requirements unless otherwise approved:

Maximum Wheel Load	5,600 lbs
Tire Compression on Pavement	80±5 psi
Maximum Axle Load	22,400 lbs

402-3.05 Conditioning of Existing Surface. When specified in the contract documents, clean the surface of the existing pavement, fill joints and cracks, and level the surface to a uniform grade and cross slope prior to the application of a new HMA course in accordance with the provisions of Section 633, *Conditioning Existing Pavement*. Clean any foreign material from the pavement resulting from construction operations at no additional cost to the State.

Prior to placing new HMA, apply a thin, uniform tack coat as specified in Section 407, *Tack Coat*, to all contact surfaces of existing HMA and Portland Cement Concrete layers including such areas as adjacent pavement edges, curbing, gutters, manholes, and other structures where the HMA will be in contact.

Fill any depressions and wheelpath ruts prior to paving Truing and Leveling course, as directed by the Engineer. Use Table 402-2, *Mixture Selection for Filling Wheelruts & Depressions*, to select the appropriate mix type.

TABLE 402-2 MIXTURE SELECTION FOR FILLING WHEELRUTS & DEPRESSIONS

Depth Range (in)	Mixture Type
< ¼	No treatment
¼ ≤ Depth < ¾	Shim
≥ ¾	9.5 Top Course

If a Truing and Leveling course is specified in the plans or in the itemized proposal, place the course(s) of a minimum variable thickness of proper plant mix necessary to bring the surface of the existing pavement to the same transverse slope and longitudinal grade required for the finished pavement surface. The surface of this course shall be tested in the same manner prescribed in §402-3.10, *Surface Tolerance*, except that the allowable variation from the true surface after compaction must not exceed 3/8 inch. Unless a mixture type is specified in the plans, use Table 402-3, *Mixture Selection for T&L Course*, to select the appropriate mix type such that dragging of stones is minimized during placement of the mixture.

TABLE 402-3 MIXTURE SELECTION FOR T&L COURSE

Compacted Thickness Range (in)	Mixture Type
≤ 2	9.5 or 12.5 Top Course
2 < Thickness ≤ 3	19.0 or 25.0 Binder Course
3 < Thickness ≤ 5	25.0 Binder Course or 37.5 Base Course

Select a mixture such that dragging of stones at the thin edge is minimized when constructing wedges for super-elevation. If dragging is excessive in any T&L course, the Engineer shall disallow the selected T & L mixture for the application.

402-3.06 Spreading and Finishing

- A. Surface Tolerance:** The requirements of §402-3.10, *Surface Tolerance*, shall apply.
- B. Mix Temperature:** For 50, 60, and 70 series compaction methods, select a desired HMA mixture temperature to be delivered within the mixing and compaction range of 250°F and 325°F, or as recommended by the PG Binder manufacturer. Notify the Engineer of the desired delivery temperature. Produce and deliver mixtures to the work site, and incorporate into the work within 20°F of the specified temperature. For 80 Series compaction method, the Contractor will select the desired mix temperature with the concurrence of the Engineer.
- C. Tack Coat:** Apply tack coat on the contact surfaces between all HMA pavement lifts in accordance with Section 407, *Tack Coat*, prior to placing HMA mixture regardless of time period between lifts. Tack coat is not required on the surface of Permeable Base courses. Paving over a tack coat should not commence until the emulsion has broken (goes from brown to black) or is tacky when touched.
- D. HMA Mixture from Multiple Plants:** Supply of HMA mixture from multiple plants to a single paver is prohibited.
- E. Top Course Texture and Color:** Supply Top Course HMA from a single plant for the entire project duration such that the pavement surface has a uniform color and texture as determined by the Engineer. Exception to this requirement is when a contract includes multiple paving sites or the project length is at least 5 miles and supply from multiple plants at discrete points of terminus is practical. In that case, the above requirement will apply to each paving site and locations between discrete points of terminus as approved by the Regional Materials Engineer. Limits of each site will be subject to approval by the Regional Materials Engineer. If a plant breaks down, another plant may supply mixture meeting the requirements of §402-2.02 if the aggregate used for manufacturing of the HMA is from the same source with the concurrence of the Regional Materials Engineer.
- F. Reference Line:** When the initial pavement course is laid with automatic HMA pavers on a new or a reconstruction project, use a taut reference line positioned at or near the pavement centerline or edge to guide the paver. Erect and maintain the reference line to the satisfaction of the Engineer. Support the reference line at approximately 25 feet intervals on tangent sections and at closer intervals on curves. Tension the line sufficiently to remove any sagging. The Engineer may permit a moving

reference of at least 30 feet in length in lieu of a reference line. The moving reference may be a floating beam, ski, or other suitable type such that the resulting pavement layer surface is sufficiently even. A short ski or shoe may also be used for the initial course with the approval of the Engineer if a satisfactory fixed reference such as a curb, gutter, or other fixed reference is adjacent to the pavement. In addition, any course in an adjacent lane may be used as the reference for the use of a short ski. When the proposed floating beam or the short ski does not produce the results similar to those obtained using a taut reference line, the Engineer shall disapprove the use of these devices. The Engineer has final approval of the method chosen by the Contractor.

The automatic screed controls are not required for shoulders, temporary detours, behind curbs, where existing grades at roadway intersection or drainage structure must be met, or in other areas where its use is impractical.

- G. Mix Placement:** Use HMA paver(s) to place the mixture either over the entire width or over a partial width that may be practical. Place the mixture on a clean, tack coated surface. Upon arrival at the site, the trucks will deliver the mixture into the paver. Immediately spread and strike off to the required width and appropriate loose depth to established grade, elevation, and to obtain the required compacted thickness at the completion of work. If the areas to be paved are less than 1000 ft² or small and scattered, the HMA mixture may be spread by hand or other method approved by the Engineer. For these areas, dump and spread the mixture such that the compacted thickness meets the thickness specified in the plans.

Place all pavement courses using one of the reference line methods mentioned in §402-3.06 F. Prior to the beginning of rolling, check the loose mat, adjust any irregularities, and remove and replace all unsatisfactory material.

When filling wheel ruts with Shim Course or 9.5 Top Course mixture in an existing pavement, place mixture in each wheelpath rut separately. Use a drag box configuration or approved equal having side forms to shim the ruts. Spread and strike off the Shim Course material to a uniform width of approximately 4 feet. The intent of the operation is to fill the low area only and not to place the material over the pavement's full lane width. The placement equipment wheels and/or other appurtenances must not interfere with the distribution and placement of the Shim Course material.

402-3.07 Compaction. Compact the HMA pavement sufficiently using the appropriate compaction method specified in Table 402-4 *Compaction Methods*, to achieve pavement densities in a range of 92% to 97%, expressed as a percentage of the mixture's maximum theoretical density (MMTD).

When placing HMA mixture using 50, 60, or 70 series compaction method, control all operation of the rollers including speed, amplitude settings, vibration frequency, and the type of rollers.

Immediately compact the HMA using rollers meeting the requirements of §402-3.04, *Rollers*, after the mixture has been placed. Compact the HMA when the mixture is in the proper condition such that the rollers do not cause displacement, cracking, or shoving. Initially, compact all courses with the roller traveling parallel to the centerline of the pavement, beginning at each edge and working toward the center. Compact super-elevated curves starting at the low-side edge and working toward the higher edge.

Correct immediately any displacement occurring as a result of reversing the direction of the roller, or from other causes, using rakes and additional HMA mixture as required. Exercise care in rolling so as not to displace the line and grade of the edges of the HMA mixture. To prevent adhesion of the mixture to the rollers, keep the wheels properly moistened with water, water mixed with small quantities of detergent, or other approved material. Petroleum products or solvents are not permitted.

Upon completion of the HMA placement, there shall be no visible defects in the pavement, such as shallow ruts, ridges, roller marks, cracking, tearing, segregation, bleeding, or any other irregularities. Any defects that become apparent shall be corrected, or the defective pavement replaced, to the satisfaction of the Engineer, at no additional cost to the State.

Along forms, curbs, headers, walls, and other areas not accessible to rollers, compact the mixture thoroughly with mechanical tampers. On depressed areas, use a trench roller or a small vibratory roller with the approval by the Engineer.

Remove any mixture that becomes loose and broken, mixed with dirt, or is in any way defective and

replace with fresh HMA mixture. Compact the mixture to conform to the surrounding area. Correct any area showing an excess or deficiency of HMA material.

When Shim Course or 9.5 Top Course is used for filling wheel ruts, make a minimum of three passes of a pneumatic rubber tire roller for compaction. Otherwise, make a minimum of two passes when Shim Course is used as a skim coat. The Engineer may allow the use of other types of rollers.

Do not use vibratory compaction when HMA mixture is placed on structural bridge decks or other structures with less than 2 feet of cover over the structure or when specified in contract documents. If vibratory compaction is used, repair all damages which may occur to the highway components and adjacent property, including buried utility and service facilities, at no additional cost to the State.

Monitor density for 60 and 70 Series projects with density gauges specified in §402-3.07 E, *Density Gauges*. The density gauge operator shall possess a current Density Gauge Inspector Certification from The Associated General Contractors, New York State, or its equivalent, as determined by the Director, Materials Bureau. Any pavement section placed under 60 or 70 Series which is monitored by a gauge operator whose certification is revoked for reasons outlined in the New York State Inspector Certification Program manual under “Decertification”, will be evaluated by sampling and testing of pavement cores in accordance with §402-3.08, *Pavement Density Samples*, and subject to payment adjustment in accordance with Table 402-10, *Density Quality Adjustment Factors for 60 Series*. The above requirement also applies when a density gauge is used for monitoring pavement density in the areas other than mainline under 50 Series compaction method.

Table 402-4, *Compaction Methods*, associates specific item being placed to the required compaction method.

TABLE 402-4 COMPACTION METHODS

Compaction Methods	Item Number
A=50 series	402.XX5FQR
B=60 series	402.XX6FQR
C=70 series	402.XX7FQR
D=80 series	402.XX8FQR & other

NOTE: XX = 37, 25, 19, 12, 09, 05, 01

F = Friction requirement (1, 2, 3, 9)

Q = Quality item number (core item = 0, plant = 1, density = 2)

R = Revision number

Below is a detailed requirement for each of the compaction methods:

A. 50 Series Compaction Method. On the first day of mainline paving, construct the pavement under the provisions of “*Option 1 - Test Section*” or “*Option 2 – First Day Routine Paving*.”

- 1. Option 1 - Test Section.** Construct a test section on the project site at a location approved by the Engineer. The purpose of the test section is to determine if the mixture can be compacted uniformly within the 92-97% of MMTD. The test section will be the same depth specified for the construction of the course which it represents. The test section length shall be at least 300 linear feet but not to exceed 1,500 linear feet when the test section is on the mainline. If required by the Engineer, construct full pavement width to close the joint(s). Use the first 150 feet of the test section to stabilize the paving operation. Once the test section is complete, the Engineer will select core locations, excluding the first 150 feet, in accordance with §402-3.08, *Pavement Density Samples*. Before the road is open to traffic, take the cores at the marked locations. Also, take loose mix samples as specified under §402-3.08, *Pavement Density Samples*. In addition to the above requirements, the following shall apply to the test section provision:

- Only one test section will be placed per day. Subsequent test sections are subject to approval by the Engineer.
- The first 200 tons of quantity placed on a test section will be adjusted by a factor of 1.5 as a Test Section Adjustment. The adjusted quantity will be paid based on the Quality Index price. The remaining quantity will be paid at the bid price. A maximum of two test sections per item will be subject to this adjustment.
- The test section adjustment factor of 1.5 shall not apply for a test section if any HMA of 150 tons or more is placed on the same day, on the same project, other than the quantity required for the construction of the test section.
- Pavement Density Quality Adjustment Factors (QAF) shall not apply for the first two test sections. Subsequent test section(s) located on the mainline is subject to pavement density QAF.
- Placing HMA under “*Routine Paving*” provisions for this item is not permitted until the results of the cores from the test section have a minimum pavement density QAF of 1.00.
- When the pavement density QAF is less than 1.00, the Contractor shall construct another test section in accordance with “*Option 1, Test Section.*”
- When the calculated QAF is 0.60 or less, the Engineer will evaluate the test section to determine if it can be left in place. The guidance for evaluation can be found under §402-4, *Method of Measurement*. The Test Section Adjustment shall not apply for the test section.

2. Option 2 – First Day Routine Paving. It is not necessary to construct a test section on the first day of paving. Any HMA placed under this provision shall meet the following:

- The test section adjustment of 1.5 shall not apply.
- All material placed will be subject to a pavement density QAF.
- If the pavement density QAF on the first day of paving is less than 1.00, construct a test section in accordance with the provisions of the “*Option 1 - Test Section*” under this method.
- Evaluate density in accordance with 3. *Routine Paving*, below.

3. Routine Paving. Place all HMA beyond the “*Option 1 - Test Section*” using the provisions described below.

A paving lot is defined as a day’s production of at least 200 tons. Each paving lot will be equally divided into four sublots in accordance with Materials Procedure (MP) 402-02, *Hot Mix Asphalt (HMA) Pavement Density Determination*. The Engineer will select and mark a core location in each subplot in accordance with §402-3.08, *Pavement Density Samples* once the compaction operation is completed. The Engineer will exclude the first 150 feet of the day’s paving. Extract a core at the marked location in each subplot. Take four loose mix samples representing the lot. Pavement cores and loose mix samples will be tested and analyzed by the Department in accordance with MP 402-02 to determine the pavement density QAF. If the quantity placed is less than 200 tons on any day, pavement cores and loose mix samples are not required. The density QAF for that day will be reported as 1.00, provided the density gauge used on previous sections is utilized and the Engineer is satisfied that the procedures used in these areas to obtain pavement densities are similar to previously placed pavement sections. When paving is continuous within a 24-hour period, a new lot will result when a change occurs in the paving crew. When a project includes multiple paving operations, each paving operation will be considered a lot and evaluated separately.

When consecutive lots are found to have a density QAF equal to or less than 0.85, stop paving operations and immediately construct a new test section in accordance with the provisions of “*Option 1 - Test Section*”, described previously in this section.

The density QAF shall not apply to material placed on shoulders, maintenance widening, crossovers, bridges and ramps with a uniform full-width section of less than 1250 feet in length. Payment for these areas shall be based on satisfactory placement and compaction. Placement and compaction procedures will be satisfactory when the procedures used in these areas obtain pavement density similar to that obtained on the mainline pavement sections. When the shoulder shows signs of distress during compaction, decrease the compaction effort until no further damage occurs to the shoulder or subbase. If density gauge(s) is used to monitor mainline paving, use the same gauge(s) to monitor density on the above referenced areas.

B. 60 Series Compaction Method. On the first day of mainline paving, construct the pavement under the provisions of “*Option 1 - Test Section*” or “*Option 2 – Test Section and Continue Paving.*” The Engineer will approve the location of the test section. Placement of HMA under this method will not be allowed unless both a density gauge and a certified operator are present.

1. Option 1 - Test Section Only. Prior to routine paving operations for this item, construct a test section at a location approved by the Engineer. The purpose of constructing a test section is to determine a Project Target Density (PTD) for this item and correlation of a density gauge(s) to the cores. It is advisable to use the same equipment and procedures to construct the test section which will be used in the construction of the remainder of the course being laid. The test section will be the same depth specified for the construction of the course which it represents. The test section length shall be at least 300 linear feet but no more than 1,500 linear feet. If required by the Engineer, construct full pavement width to close the joint(s). Use the first 150 feet of the test section to stabilize the paving operation. At the conclusion of the test section, the Engineer will randomly select four 6-inch core locations on the test section in accordance with §402-3.08, *Pavement Density Samples* excluding the first 150 feet and mark the locations.

During construction of the test section, take loose mix samples in accordance with §402-3.08, *Pavement Density Samples* such that they represent the material placed on the test section. Take density gauge(s) readings at each core location prior to drilling the cores in accordance with Materials Procedure (MP) 402-02, *Hot Mix Asphalt (HMA) Pavement Density Determination*, based on the type of density gauge used. Take cores at each of the marked core location.

Deliver the cores, loose mix samples, and the four density gauge readings with the gauge type, model, and serial number to the Regional Materials Engineer in accordance with §402-3.08, *Pavement Density Samples*. The Regional Materials Engineer will test the samples and establish a PTD for each density gauge in accordance with Materials Procedure (MP) 402-02 within one business day of the delivery of the samples and density gauge readings. In addition to the above requirements, the following shall apply to the test section provision:

- Only one test section will be placed per day. Subsequent test sections are subject to approval by the Engineer.
- The first 200 tons of quantity placed on a test section will be adjusted by a factor of 1.5 as a Test Section Adjustment. The adjusted quantity will be paid based on the Quality Index price. The remaining quantity will be paid at the bid price. A maximum of two test sections per item will be subject to this adjustment.
- The test section adjustment factor of 1.5 shall not apply for a test section if any HMA of 150 tons or more is placed on the same day, on the same project, other than the quantity required for the construction of the test section.
- Placing HMA under “Routine Paving” provisions for this item is not permitted until a Project Target Density has been established.
- When the average density of the four cores is less than 88% of the maximum theoretical density, the Engineer may evaluate the test section to determine if it should be left in place. The guidance for evaluation can be found under §402-4, *Method of Measurement*. The Test Section Adjustment shall not apply for the test section.

2. Option 2 – Test Section and Continue Paving. The following shall apply when HMA is placed on the first day under this option:

- Construct a test section as described under “*Option 1 - Test Section Only.*” Establish an Interim PTD as described in Materials Procedure (MP) 402-03 based on the density gauge used. Use this Interim PTD to monitor pavement density until the Actual PTD is established by the Regional Materials Engineer.
- The test section adjustment factor of 1.5 shall not apply.
- All material placed after the test section for that day shall be subject to a payment adjustment.
- Take additional loose mix samples, other than those taken under the “Test Section” provisions, in accordance with §402-3.08 and store these samples at the plant.
- Take density gauge(s) readings over the entire day’s placement in accordance with Materials Procedure (MP) 402-02.
- When this option is selected and if the density readings at two consecutive locations fall below 96% or above 103% of the Interim PTD or if the moving average of the last 10 nuclear density readings falls below 98% of the Interim PTD, stop routine paving operations and wait for the Actual PTD.
- Submit a copy of the appropriate BR form(s) at the end of the first day’s paving to the Engineer as described in Materials Procedure (MP) 402-02. The Engineer will determine whether the density readings taken using the Interim PTD are acceptable, based on the Actual PTD in accordance with Materials Procedure (MP) 402-02. If not, the Engineer will randomly select four core locations over the entire placement under Interim PTD, excluding the test section, and drill cores at the selected locations. Prior to drilling these cores, take density readings at each core location. Deliver the core samples, density gauge readings, and the loose mix samples to the Regional Laboratory in accordance with §402-3.08, *Pavement Density Samples*. If the average density of the pavement cores is not between 92% and 97% of the mixture’s maximum theoretical density, the Engineer will make a payment adjustment in accordance with Table 402-10, *Density Quality Adjustment Factors for 60 Series*, to the material placed on that day and the subsequent days, excluding the material placed on the test section. Otherwise, continue under “*Routine Paving*”.

3. Routine Paving. Use only the density gauge(s) that has been correlated with cores during the construction of the test section and a PTD has been determined by the Regional Materials Engineer for pavement density monitoring during routine paving operations. Construct a new test section under the provisions of “Test Section” to establish a PTD for other gauge(s). Compact the pavement sufficiently to achieve the PTD value at each test location. Take density gauge readings at each location in accordance with Materials Procedure (MP) 402-02. The test locations will be every 200 feet along the length of the pavement for each paver pass randomly selected by the Engineer in accordance with Materials Procedure (MP) 402-02. Record these density values on the appropriate BR form based on the type of gauge used. The minimum acceptable density reading is 96% and no greater than 103% of the PTD at a single test location and 98% of the PTD calculated as a moving average of the last 10 test locations.

If density gauge readings over two consecutive locations fall below 96% or above 103% of the PTD or if the moving average of the last 10 density gauge readings falls below 98% of the PTD, stop routine paving operations and construct a new test section in accordance with requirements of “*Option 1 - Test Section Only.*”

Placement and compaction on shoulders, ramps, maintenance widenings and crossovers, and bridges will be deemed satisfactory by the Engineer when the procedures used in these areas obtain pavement density similar to that obtained on the mainline pavement sections. Monitor and record the density of the above referenced areas with the same density gauge to insure the PTD is achieved. If the shoulder subbase is structurally insufficient to sustain the level of compaction

such that the shoulder shows signs of distress, decrease the compaction effort until no damage occurs to the shoulder or subbase.

In addition to the daily density monitoring with a gauge, additional set(s) of pavement cores and loose mix samples are required for pavement density verification at the frequency specified in Table 402-5, *Additional Pavement Samples*. The frequency is based on the days of mainline HMA placement. Take density samples from the same day's placement. The Engineer will select the day of coring and will notify the Contractor 24 hrs prior to the day of coring. When notified, take these samples in accordance with §402-3.08, *Pavement Density Samples*. Before drilling the cores, take density gauge readings and record on the appropriate forms based on the type of gauge used. Deliver all the samples and the density gauge readings to the Regional Materials Engineer for testing.

TABLE 402-5 ADDITIONAL PAVEMENT SAMPLES

HMA Placement Days	Set of Pavement Samples
2 or Less	None
3 – 5	One Set
More than 5	Two Sets

Based on the additional Pavement Samples, the Regional Materials Engineer will establish a new PTD if different from the original PTD. The Engineer shall evaluate core density results using Table 402-10, *Density Quality Adjustment Factors for 60 Series*, and make payment adjustment, if necessary. When a contract includes multiple sites, the requirement under Table 402-05 applies to each paving site.

The Engineer may request pavement samples in accordance with §402-3.08, *Pavement Density Samples*, for density verification from HMA placed under the following situations:

- Insufficient number of density readings recorded, either at a specific location or at the required frequency.
- Paving completed after the only correlated density gauge on site breaks down.
- Gauge readings do not seem to accurately represent the HMA density.
- When the plant production QAF is 0.85 and need to evaluate the pavement section in accordance with §401-4.03, *Evaluation of Sublots Represented by 0.85 QAF*, whether to keep it in place.

When pavement samples are requested for the above situation(s), the Engineer will randomly select core locations. Take cores and density gauge readings at each core location in accordance with §402-3.08, *Pavement Density Samples*, and deliver them to the Regional Materials Laboratory. The Regional Materials Engineer may establish a new PTD based on these cores. The material placed under the above situations will be subject to a payment adjustment in accordance with Table 402-10.

The Engineer may also request additional pavement samples to verify PTD used on the project for the situations listed below and the material placed under these situations will not be subject to payment adjustment:

- Changes in condition of existing pavement being overlaid.
- Excessive plant mix variations.
- Using a different Job Mix Formula or a different HMA plant other than the one used to produce mix for the Test Section, as long as the aggregate and PG Binder sources do not change.

4. **Multiple Paving Sites.** When a project includes multiple paving sites, a test section will be constructed at the initial paving site to establish a PTD. For the rest of the paving sites, the

Engineer will require pavement cores, loose mix samples, and gauge readings on the first day to verify PTD unless it is specified in the contract documents to construct a test section.

A test section may be requested by the Engineer when a different HMA plant other than the one used at previous site(s) is supplying the mixture using different aggregate and PG Binder sources. The provisions of 1.5 test section incentive shall apply.

C. 70 Series Compaction Method. On the first day of paving, construct a test section on the project site at a location approved by the Engineer using the same equipment and procedures to be used in the construction of the remainder of the course being laid. HMA placement under this method, including the construction of the test section, will not be allowed unless both a density gauge and a certified operator are present. The test section is for determining the Project Target Density (PTD) using the “peak” method. Routine paving operations may begin immediately following the construction of the test section once a PTD has been established by the Engineer based on the evaluation of density readings in accordance with the provisions of “Test Section” below.

1. Test Section. To establish a PTD prior to routine paving, construct a test section of at least 300 linear feet on the mainline which has the same depth specified for the construction of the course it represents. The maximum length is 1,500 linear feet. Use the first 150 feet of the test section to stabilize the paving operation. Use the remainder of the test section length to determine the Project Target Density (PTD). Initially, compact the pavement with a breakdown roller once sufficient HMA is placed in the testable area. Make four vibratory passes or as recommended by the Engineer. If non-vibratory compaction is specified in the contract documents, make four static passes. The Engineer will select three random locations in accordance with Materials Procedure (MP) 402-02 based on the type of density gauge used and mark these sites so that subsequent density testing can be performed at the same locations. Use either the intermediate or the finish roller for further rolling the test section. Take density readings at the three selected sites after every additional machine pass until the increase in density is less than 2 lbs/ft³, or until the Engineer stops further compaction because the pavement shows signs of distress.

The Engineer will determine PTD by calculating the average of the highest density reading from each of the random locations. Use the resulting PTD to monitor the pavement density for the project.

2. Routine Paving. Use only density gauge(s) that is correlated during the construction of the test section and the PTD determined by the Engineer to monitor pavement density during routine paving operations. Construct a new test section under the provisions of “Test Section” to establish a PTD for other gauge(s).

Begin routine paving immediately after the PTD has been established. Compact the pavement sufficiently to achieve the PTD value at each test location. The minimum acceptable density reading will be 96% or maximum of 103% of the PTD in a single test location and 98% of the PTD calculated as a moving average of the last 10 test locations as determined by a density gauge. Take density gauge readings at each location, randomly selected by the Engineer, in accordance with the Materials Procedure (MP) 402-02, approximately every 200 feet along the length of the pavement for each pass of the paver. Record these values on the appropriate BR form based on the type of gauge used.

If density gauge readings over two consecutive locations fall below 96% or above 103% of the PTD or if the moving average of the last 10 density gauge readings falls below 98% of the PTD, stop routine paving operations and immediately construct a new test section in accordance with requirements of the Test Section.

Placement and compaction on shoulders, ramps, maintenance widenings and crossovers, and bridges will be deemed satisfactory by the Engineer when the procedures used in these areas obtain pavement density similar to that obtained on the mainline pavement sections. Monitor the density of areas with the same density gauge to insure the PTD is achieved. If the shoulder

subbase is structurally insufficient to sustain the level of compaction such that they show signs of distress, decrease the compaction effort until no damage occurs to the shoulder or subbase.

D. 80 Series Compaction Method. Use one of the compaction options listed below for this method. The rollers used for compaction of the HMA mixtures under this method must be on the Department's Approved List for Rollers.

The number of passes listed in Table 402-6, *Number of Passes*, are recommended and may be increased or decreased by the Engineer to obtain adequate density. One vibratory pass is defined as one movement of a single drum of the roller over the pavement section in each direction. One static pass is defined as one movement of the roller over the pavement in each direction. Complete all breakdown roller passes before the mat temperature falls below 250°F. Remove all ruts, ridges, roller marks, or other irregularities from the surface using static rolling. All turning of the rollers must be performed on material which has had a minimum of one roller pass. The Engineer may approve alternate compaction procedures for areas where the specified procedures are not practical.

TABLE 402-6 NUMBER OF PASSES¹

Pavement Courses	Option 1 Three Roller Train (Static)		Option 2 Vibratory Rollers	
	Steel Wheel Rollers	Pneumatic Roller	Vibratory Passes	Static Passes
37.5 Base (Each Lift)	8	3	6	4
25.0 Binder	8	3	6	4
19.0 Binder	6	3	4	2
12.5 Top	6	3	4	2
9.5 Top	4	3	4	2
Permeable Base ²	-	-	-	2

1. Based on 12-foot lane width.

2. For the Permeable Base course, the mixture shall be compacted between 140°F and 230°F. Up to 2 additional passes may be required to obtain adequate density.

1. Option 1 - Static Compaction. Use this option only when the compacted thickness of the finished mat is 4 inches or less. The roller speeds shall not exceed 3 mph and will move at a uniform speed. The roller drive wheel or drum shall be nearest to the paver. When paving multiple lanes simultaneously, increase the required number of rollers proportionately for each additional full lane width unless otherwise approved by the Engineer. Under this option, compact the HMA mixtures with steel-wheel rollers operating in a static mode. Each pass shall overlap the previous roller pass by one-half the width of the roller.

Initially, compact the HMA with a steel-wheel roller immediately followed with a pneumatic rubber-tired roller. A minimum of 3 passes of the rubber-tired roller will be required. One pass is defined as one movement of the roller over any point of the pavement in either direction.

Use a steel-wheel roller for finish rolling the HMA to remove all shallow ruts, ridges, roller marks, and other irregularities from the surface.

When the compaction procedure fails to produce acceptable results, adjust the procedure to obtain the desired results.

2. Option 2 - Vibratory Compaction. Furnish a vibrating reed tachometer for the exclusive use of the Engineer. The vibrating reed tachometer must have a frequency range of 1,000 to 4,000 vpm

with a minimum reed interval of 50 vpm between 1,000 and 4,000 and a minimum reed interval of 100 vpm between 2,000 vpm and 4,000 vpm.

Operate the vibratory rollers at a uniform speed not to exceed 2 ½ mph (220 ft per minute) on all pavement courses. If satisfactory compaction is not obtained, or damage occurs to highway components and/or adjacent property using vibratory compaction equipment, immediately cease using this equipment and proceed with the work in accordance with compaction procedures stipulated under Option 1 at no additional cost to the State.

E. Density Gauges

1. **Nuclear Density Gauge.** Use a nuclear density gauge to monitor the pavement density in accordance with this sub-section and Materials Procedure (MP) 402-03. Submit a Safety Control plan at least two weeks prior to using the gauge. The nuclear density gauge shall meet the following requirements:
 - The gauge shall consist of a radioactive source, scaler, and other basic components housed in a single backscatter unit.
 - The gauge must be calibrated at least every two years.
 - Must be operated by personnel trained in the principles of nuclear testing and safety practices.
2. **Non-nuclear Density Gauge.** Use a non-nuclear density gauge to monitor the pavement density in accordance with this sub-section. The non-nuclear density gauge shall meet the following requirements:
 - Must be capable of functioning in the temperature and moisture levels experienced during HMA paving.
 - Shall contain the internal circuitry to determine the density of HMA pavements by measuring changes in the electromagnetic field resulting from the HMA compaction process.
 - The gauge must be calibrated at least every two years.

402-3.08 Pavement Density Samples

- A. Pavement Cores.** The Engineer will select one pavement core location for each subplot in accordance with Materials Procedure MP 402-02, *Hot Mix Asphalt (HMA) Statistical Pavement Density Determination*, to represent each paving subplot. The Engineer will select a total of four 6-inch diameter core locations. The pavement core samples will be taken from within the 6-inch diameter circles outlined. Under no circumstances will the Engineer designate the coring locations before the rolling operation is completed. The rolling operation is completed when all compaction equipment has moved off the subplot designated for coring. Obtain the 6-inch diameter pavement core samples no later than a day following placement of the lot. If necessary, cool the pavement so that the core samples are not damaged during coring. If the core sample does not de-bond during coring, do not intentionally separate the pavement core from the underlying material. The Regional Materials Laboratory will separate the pavement core layer required for testing from the underlying material by sawing, if necessary.

Extraction of companion cores is not allowed. Additional cores may be taken under the following:

- As described in §402-3.08 G, *Dispute Resolution*,
- If it is necessary to establish an interim target density on the first day of paving. In that case, take a core at no more than two core locations during the construction of a test section or two cores within the first 150 feet when a test section is not constructed
- To perform a quality control tests during routine paving. A maximum of two cores is allowed with prior permission of the Engineer. Core(s) shall not be adjacent to the project cores.

- B. Filling Core Holes.** Backfill all core holes with a similar HMA material immediately after extracting the cores or before opening the lane to traffic. Prior to backfilling, wipe the core hole with a cloth to remove any standing water. Place HMA in the core hole in layers of 3 inches or less and compact each layer with 10-18 lb slide hammer with a diameter of at least 4 inches but less than 6 inches. Use of a shovel or similar method is not allowed. The Engineer may approve alternative method if it will provide acceptable results. If core holes are not filled within 2 business days of placement, the Engineer will stop routine paving until the core holes are filled.
- C. Loose Mix Samples.** On each paving day when pavement cores are required, take four loose mix samples in accordance with AASHTO T168, *Standard Test Method for Sampling Bituminous Paving Mixtures*. Take these samples such that they represent the day's HMA placement. Loose mix maximum theoretical specific gravity values from plant HMA QC/QA testing may be included as part of the required loose mix samples with prior approval of the RME. When HMA placement is less than the anticipated quantities, it is recommended that a minimum of three loose mix samples be obtained before placement is terminated. When operational conditions cause HMA placement to be terminated before the specified number of samples have been taken, the following procedures will be used:
1. If three samples are taken, the loose mix maximum theoretical specific gravity density will be based on the average of the samples taken.
 2. When HMA is placed under 50 Series and if only one or two samples are taken, the day's production will be added to the next day's production and sublots determined based on the total quantity placed during the two days. Therefore, a maximum of six loose mix samples will be used to determine the loose mix maximum specific gravity.
- D. Securing Cores.** The Engineer will secure the cores which will be tested by the Regional Materials Laboratory in accordance with MP 402-02 once they have been extracted from the pavement by the Contractor.
- E. Sample Delivery.** Deliver the cores, loose mix samples, and gauge density readings, when required, to the Regional Laboratory no later than the end of the following day's placement. Pavement cores and loose mix samples required under 50 Series or 60 Series methods must be submitted together at the end of the day's placement but no later than *a day following placement of the lot*. If these samples are not submitted together for any paving lot, the QAF will be assigned a 1.00 or less for that lot when a QAF is applicable. *If, for any reason, a delay occurs in the delivery of the lot* samples for three consecutive lots, paving operations for the item will not be permitted to continue until the samples are delivered and tested.
- F. Unacceptable Pavement Cores.** Cores arriving at the Regional Laboratory for testing that are damaged or with a damaged or missing security seal will not be tested. The Engineer will select new core(s) within a foot from the original core location(s) at the same offset. The provision of selecting new core location also applies to core(s) that get damaged during extraction.
- G. Process for Dispute Resolution.** The following items may be disputed:
1. When a core(s) is located in the area that is believed not to represent the entire subplot's placement, notify the Engineer immediately.
 2. When the test results of the cores and loose mix samples obtained by the Regional Materials Laboratory are in question, notify the Engineer and the Regional Materials Engineer, in writing, within two business days upon receipt of the results. The notification must include details of the dispute such as the specific test result(s) being disputed and the reason. The Main Office

Materials Bureau will review the information and advise the Engineer and the Regional Materials Engineer on how to proceed with the resolution.

The dispute resolution must be initiated in a timely manner as described above.

402-3.09 Joints. The finished pavement at all joints must comply with the surface tolerance requirements and exhibit the same uniformity of texture and compaction as other sections of the course. Do not pass rollers over the unprotected edges of a freshly laid mixture unless permitted by the Engineer.

Construct all joints, excluding the tapered wedge joint, such that the exposed edge of the newly placed layer is full thickness of the layer and straight unless the exposed joint will not be part of the joint. If the edge of the newly placed layer is unacceptable to the Engineer, correct the edge by using a power driven saw or other approved tools to cut a neat line. Prior to placing the adjacent layer, apply a light tack coat, in accordance with Section 407, to all pavement edges in order to provide bonding with the newly laid pavement.

Place successive HMA courses over a full depth HMA pavement such that all longitudinal joints are offset no more than 6 inches from the joint of the lower pavement course, unless otherwise approved by the Engineer. Place successive HMA courses on the existing PCC pavement such that all longitudinal joints are stacked on top of the joint of the lower PCC pavement.

A. Transverse. Place the courses as continuously as possible to limit the number of transverse joints. Stagger the transverse joints in adjacent lanes a minimum of 10 feet. Form the transverse joint by cutting back the previous run to expose the full depth of the course.

Set up the paver such that material is laid to overlap the previously placed edge by 2 to 3 inches. The thickness of the overlap material will be approximately one-fourth the compacted thickness of the course. Bump back the overlapped material onto the adjacent hot mat using a rake so that the roller operator can crowd the material into the hot side of the joint resulting in a smooth and well compacted joint after rolling. Broadcasting of the overlap material onto the fresh mat is not allowed. If the overlap is excessive, trim off the excess material so that the material along the joint is uniform. Remove and discard the coarse particles of aggregate in the overlap material if deemed necessary by the Engineer.

Compact the transverse joint in static mode with the roller parallel to the joint and perpendicular to traffic. Place boards of proper thickness at the edge of the pavement for the off pavement movement of the roller. Make the first pass with the roller operating on the previously laid material with 6 to 8 inches of its drum(s) overlapping onto the non-compacted mix. Then make successive passes with the roller drum(s) moving approximately one foot onto the hot material per pass until half the width of the roller is on the hot mat.

If a vibratory roller with pneumatic drive wheels is used, align the first pass with one of the pneumatic wheels directly on the joint and the drum operating in static mode. Then make successive passes with the roller drum moving approximately one foot per pass onto the hot mat until half the width of the roller is on the hot mat.

B. Longitudinal. Ensure that the longitudinal joints in the Top Course will correspond with the edges of the proposed traffic lanes. Other joint arrangements will require approval of the Engineer. If a dual-drum vibratory roller is used during construction of a longitudinal joint using either Option 1 or 2, operate the roller in vibratory mode, unless static rolling is required. Rollers must be as close to the paver as practical. Make the first pass with the roller traveling toward the paver and operating on the hot mat with 6 to 8 inches of the roller drum overlapping onto the cold mat. Apply a second pass to the joint as it travels back away from the paver. If a single-drum vibratory roller with pneumatic drive wheels is used, operate the roller in vibratory mode and follow the same procedure except that the roller will be aligned on the joint so that the pneumatic drive wheels travels on the joint. All turning movements of the roller will be done on previously compacted material. After applying two roller passes on the longitudinal joint, proceed with the roller to the low side of the lane and compact as

described in §402-3.07, *Compaction*.

For all HMA layers, other than Top Course, place the mixture such that no more than 100 feet of the longitudinal pavement joint is exposed at the end of the working day when traffic is maintained on the roadway during paving operations. For Top Course of 2 inches or less, refer to §402-3.09C, *Exposed Longitudinal Joint*.

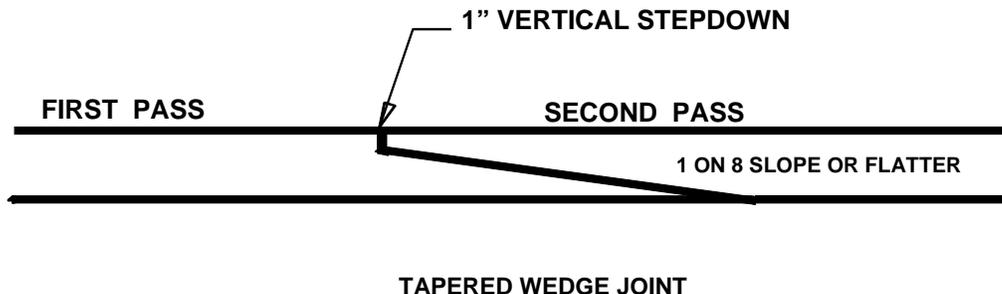
When paving Top Course, select one of the following options to construct the longitudinal joint. Use Option A for all other HMA courses:

- 1. Option A - Butt Joint.** Under this option lay the HMA such that it uniformly overlaps the adjacent cold mat 2 to 3 inches. The thickness of the overlap material will be approximately one-fourth the compacted thickness of the course. Bump back the overlapped material onto the adjacent hot lane using a rake so that the roller operator can crowd the material into the hot side of the joint resulting in a smooth and well compacted joint after rolling. Broadcasting of the overlap material onto the fresh mat is not allowed. If the overlap is excessive, trim off the excess material so that the material along the joint is uniform. Remove and discard the coarse particles of aggregate in the overlap material if necessary.

Bumping is not required when the use of a rake is a safety concern, as determined by the Engineer. Instead, place the HMA in a manner such that the thickness of the uncompacted layer is approximately 25% more than the compacted thickness of the adjacent cold HMA layer with a ½ to 1 inch overlap.

- 2. Option B - Tapered Wedge Joint.** Use this option when placing Top Course only. Place the HMA mixture for the first mat with an attachment to the paver to provide a sloping wedge with a vertical step-down at the longitudinal pavement joint. Extend a wedge of material from the bottom of the step-down to the existing surface at a slope of 1 on 8 or flatter. Compact the first mat such that the roller compacts up to but does not extend past the step-down. The vertical step-down will be ½ inch minimum after compaction of the mat. Place the second mat such that it uniformly overlaps the adjacent cold mat 1 to 1 ½ inches. The thickness of the overlap material will be approximately one-fourth the compacted thickness of the HMA layer. Bump back the overlapped material onto the adjacent hot lane using a rake so that the roller operator can crowd the material into the hot side of the joint resulting in a smooth and well compacted joint after rolling. Do not broadcast the overlap material onto the lane. If the overlap is excessive, trim off the excess material so that the material along the joint is uniform. Remove and discard the coarse particles of aggregate in the overlap material if deemed necessary by the Engineer.

Bumping is not required when the use of a rake is a safety concern, as determined by the Engineer. Instead, place the HMA in a manner such that the thickness of the uncompacted layer is approximately 25% more than the compacted thickness of the adjacent cold HMA layer with a ½ to 1 inch overlap.



- C. Exposed Longitudinal Joint.** The longitudinal joint for the entire day may be exposed to traffic overnight when the HMA placement is Top Course of up to 2 inches. Exposed joints will not be

permitted for more than one night, over the weekends, holidays, or when there are other concerns, such as pending wet weather. Leaving exposed joints for any other HMA layers below the Top Course is not allowed. If the exposed joint is left open, the following applies:

- Place UNEVEN LANES (W8-11) warning signs posted in advance of the condition, at each ramp, and roadway intersection, and repeated every ½ mile, supplemented with NEXT [X] MILES (W16-4) auxiliary signs to alert drivers of the uneven edge.
- Use Option B, Tapered Wedge Joint, except when the thickness is 1 inch or less where a butt joint is allowed.
- If the exposed longitudinal pavement joint becomes damaged due to rounding of the notched wedge, saw-cut the joint prior to placing the adjacent lane.

402-3.10 Surface Tolerance. Construct each pavement course to a ¼ inch surface tolerance. The Engineer may test the surface with a 16-foot straight edge or string line placed parallel to the centerline of the pavement and with a 10-foot straight edge or string line placed transversely to the centerline of the pavement on any portion of the pavement. Variations exceeding 6 mm will be satisfactorily corrected or the pavement removed and replaced at no additional cost to the State.

402-3.11 Thickness Tolerance. The thickness indicated for each of the various courses of HMA pavement is the nominal thickness. Construct the pavement so that the final compacted thickness is as near to the nominal thickness as is practical, and within the tolerances specified below.

The Engineer may request cores to determine the thickness of the completed pavement layer for final acceptance and payment. Provide work zone traffic control and take cores at no additional cost to the State. Take cores and fill the all core holes in accordance with §402-3.08, *Pavement Density Samples*. The Engineer may use another acceptance method such as yield calculations to determine the final thickness for acceptance and payment.

HMA mixture, placed as a Truing and Leveling course as described in §402-3.05, *Conditioning of Existing Surface*, will not be considered in pavement thickness determinations. The allowable tolerance for HMA specified under a single pay item is as follows:

- ¼ inch or less for a required course whose nominal thickness is 4 inches or less
- ½ inch or less for a course or courses whose nominal thickness is over 4 inches

The tolerance for the total thickness of all HMA mixture courses is as follows:

- ¼ inch or less when the total nominal thickness indicated on the plans is 4 inches or less
- ½ inch or less when the total nominal thickness is over 4 inches but not more than 8 inches
- ⅝ inch or less when the total nominal thickness is more than 8 inches

When the HMA mixture is placed on newly constructed subbase material, an additional tolerance of ¼ inch will be allowed both in the nominal thickness of the course placed directly on the subbase and the total pavement thickness.

No payment will be made for any material placed in excess of the permissible tolerance. Tolerances indicated for the thicknesses of individual layers of multilayer pavements (including composite pavements) are guides which should be met as closely as practical. Tolerance for the total thickness of such pavement is also a guide.

The Regional Director may accept and pay for HMA placed under the following conditions:

- When the individual layer placed does not meet the thickness tolerance but substantially conforms to the plans and specifications, true to line and grade in order to attain a smooth riding pavement.
- When the total thickness of such pavements is less than the specified thickness including tolerances but substantially conforms to the plans and specifications.

- When the total thickness of such pavements is greater than the specified thickness and the excess thickness is necessary to attain a smooth riding pavement surface.

Payment for excess thickness necessary to achieve a smooth riding surface will be considered only in cases where an existing pavement surface has been resurfaced.

402-3.12 Paver and Equipment Cleaning. Do not clean tools and equipment used for HMA placement on the pavement surface, or near streams, ponds, drainage structures or other areas that are tributaries to waterways. Use an area approved by the Engineer for cleaning all paving equipment and tools. If possible, remove solid pieces of asphalt by scraping or other mechanical means prior to application of a cleaning agent. If a petroleum product is used for cleaning, contain all liquid products during cleaning operations using tarpaulins, sand pads, pails, or other collection methods to prevent spillage or accidental release. Use hand sprayers or other similar devices to minimize the amount of petroleum product applied. Properly dispose of sand and collected petroleum products as petroleum contaminated soil at no additional cost to the State.

402-3.13 Shoulder Edge Wedge. When specified, construct a shoulder edge wedge as detailed in the Contract Documents. Place HMA on the pavement shoulders where the outside edge of Top and Binder Course consist of an angle of 35° or flatter measured from finished grade to the preceding layer surface. Construct the shoulder edge wedge by using a device attached to the screed. Hand work should be minimized. The top of the tapered section shall begin at the end of the shoulder width as specified in contract documents such that the tapered section will be an additional width of material outside of the paved shoulder width. The shoulder edge wedge is optional at locations where guiderails are installed.

402-4 METHOD OF MEASUREMENT. Provisions of §401-4 Method of Measurement, apply, including the following:

The HMA will be measured in tons of compacted mixture. Quality payment adjustments are measured in Quality Units. Quality Units will be determined for each day’s production and placement by using the daily Quality Adjustment Factor (QAF) for plant production, pavement density, longitudinal joint density, pavement smoothness, and the quantity placed.

Quality Units = (Quality Adjustment Factor - 1.00) x HMA Placed (Tons)

Quality Units will be determined for test sections for 50 and 60 Series compaction methods, when applicable, by using a factor of 1.5 for the first 200 tons placed on the test section.

Quality Units = 0.5 x HMA Placed (Tons) (not to exceed 200 tons)

When the pavement density QAF applies, use one of the following methods of measurement in Table 402-7, *Method of Measurement*, corresponding to the item used on the project:

TABLE 402-7 METHOD OF MEASUREMENT

Method Type	Pay Item Number	Description
A=50 series	402.XX5FQR	QAF based on calculated PWL using four cores.
B=60 series	402.XX6FQR	QAF based on average of four core densities.

The quantity of the HMA mixture subject to adjustment will be determined from quantity placed on the mainline and ramps of uniform width longer than 1250 feet. When shoulders and mainline are placed together, the mainline quantity may be determined using typical sections shown in the contract documents.

The pavement density QAF will not apply to HMA placed on ramps with a uniform full width section less than 1250 feet in length, shoulders, widenings, crossovers, and bridges. Payment in these areas will be a QAF of 1.00 based on satisfactory placement and compaction.

When a QAF of a paving lot for 50 Series or 60 Series is calculated to be 0.60, the lot will be evaluated by the RME to determine if it can be left in place. The type of material produced (i.e. Binder, Top), the layer in which it is used, and the location of use (i.e., mainline or a non-critical area) will be primary considerations in the determination of whether the HMA can be left in place. If the RME determines that the HMA can be left in place, the Engineer will apply a QAF of 0.60. If the HMA cannot be left in place, remove and replace at no cost to the State.

- A. 50 Series Method.** The RME will determine the paving lot's Percent Within Limits (PWL) in accordance with MP 402-02 and determine the density QAF as shown in Table 402-8, *Quality Payment Schedule for 50 Series*. The Engineer will use the QAF to calculate the Quality Units for the accepted HMA quantity.

TABLE 402-8 QUALITY PAYMENT SCHEDULE FOR 50 SERIES

Percent Within Limits (PWL)	Quality Adjustment Factor (QAF)
PWL ₉₂₋₉₇ > 93	1.05
PWL ₉₂₋₉₇ ≤ 93	$\sum (\text{PWL}_{\text{Segment}} \times \text{Pay Factor}_{\text{Segment}})^1$

1. PWL_{Segment} will be calculated for each of the nine density ranges in Table 402-9, *Density Segment Pay Factors*, using the standard deviation and average density for the lot.

TABLE 402-9 DENSITY SEGMENT PAY FACTORS

Density Segment	Segment Pay Factor
88 – 89	0.60
89 – 90	0.70
90 – 91	0.80
91 – 92	0.90
92 – 93	1.00
93 – 96	1.05
96 – 97	1.00
97 – 98	0.90
98 – 99	0.80

- B. 60 Series Method.** When pavement density samples are taken and if payment adjustment is applicable, the Engineer will make the adjustment in accordance with Table 402-10, *Density Quality Adjustment Factors for 60 Series*. The Engineer shall make full payment when the average density of the four cores is between 92% and 97% of the mixture's average daily maximum theoretical density. If the average density fails to meet this limit, a payment adjustment will be made, based on Index Price, to all the material placed on the mainline for the day the cores represent, excluding the material placed on the test section.

TABLE 402-10 DENSITY QUALITY ADJUSTMENT FACTORS FOR 60 SERIES

Average Core Density	Quality Adjustment Factor
≤ 92 Density ≤ 97	1.00
$91.0 \leq$ Density < 92.0 or $97.0 <$ Density ≤ 98.0	0.95
$90.0 \leq$ Density < 91.0	0.90
$88.0 \leq$ Density < 90.0	0.85
Density < 88.0 or Density > 98.0	0.60

402-5 BASIS OF PAYMENT. The unit price bid for all pavement courses shall include the cost of all material, labor and equipment necessary to complete the work, including obtaining the pavement cores, filling and compaction of all core holes. Quality Units may apply to the hot mix asphalt items as calculated in §402-4. Payment of Quality Units will be made based on the Index Price listed in the contract documents. The Index Price shown in the itemized proposal for each Quality Unit is considered the price bid. The unit (index) price is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded and the original price will be used to determine the total amount bid for the Contract.

Payment will be made under:

Item No.	Item	Pay Unit
402.010902	Type 1 F9, Asphalt-Treated Permeable Base Course	Ton
402.010912	Plant Production Quality Adjustment to 402.010902	Quality Unit
402.011902	Type 2 F9, Asphalt-Treated Permeable Base Course	Ton
402.011912	Plant Production Quality Adjustment to 402.011902	Quality Unit
402.017902	True & Leveling F9, Superpave HMA, 70 Series Compaction	Ton
402.017912	Plant Production Quality Adjustment to 402.017902	Quality Unit
402.018902	True & Leveling F9, Superpave HMA, 80 Series Compaction	Ton
402.018912	Plant Production Quality Adjustment to 402.018902	Quality Unit
402.058902	Shim Course F9, Hot Mix Asphalt	Ton
402.058912	Plant Production Quality Adjustment to 402.058902	Quality Unit
402.095102	9.5 F1 Top Course HMA, 50 Series Compaction	Ton
402.095112	Plant Production Quality Adjustment to 402.095102	Quality Unit
402.095122	Pavement Density Quality Adjustment to 402.095102	Quality Unit
402.095152	Test Section Adjustment to 402.095102	Quality Unit
402.095202	9.5 F2 Top Course HMA, 50 Series Compaction	Ton
402.095212	Plant Production Quality Adjustment to 402.095202	Quality Unit
402.095222	Pavement Density Quality Adjustment to 402.095202	Quality Unit
402.095252	Test Section Adjustment to 402.095202	Quality Unit
402.096102	9.5 F1 Top Course HMA, 60 Series Compaction	Ton
402.096112	Plant Production Quality Adjustment to 402.096102	Quality Unit
402.096122	Pavement Density Quality Adjustment to 402.096102	Quality Unit
402.096152	Test Section Adjustment to 402.096102	Quality Unit
402.096202	9.5 F2 Top Course HMA, 60 Series Compaction	Ton
402.096212	Plant Production Quality Adjustment to 402.096202	Quality Unit
402.096222	Pavement Density Quality Adjustment to 402.096202	Quality Unit
402.096252	Test Section Adjustment to 402.096202	Quality Unit
402.096302	9.5 F3 Top Course HMA, 60 Series Compaction	Ton
402.096312	Plant Production Quality Adjustment to 402.096302	Quality Unit
402.096322	Pavement Density Quality Adjustment to 402.096302	Quality Unit

402.096352	Test Section Adjustment to 402.096302	Quality Unit
402.097102	9.5 F1 Top Course HMA, 70 Series Compaction	Ton
402.097112	Plant Production Quality Adjustment to 402.097102	Quality Unit
402.097202	9.5 F2 Top Course HMA, 70 Series Compaction	Ton
402.097212	Plant Production Quality Adjustment to 402.097202	Quality Unit
402.097302	9.5 F3 Top Course HMA, 70 Series Compaction	Ton
402.097312	Plant Production Quality Adjustment to 402.097302	Quality Unit
402.098102	9.5 F1 Top Course HMA, 80 Series Compaction	Ton
402.098112	Plant Production Quality Adjustment to 402.098102	Quality Unit
402.098202	9.5 F2 Top Course HMA, 80 Series Compaction	Ton
402.098212	Plant Production Quality Adjustment to 402.098202	Quality Unit
402.098302	9.5 F3 Top Course HMA, 80 Series Compaction	Ton
402.098312	Plant Production Quality Adjustment to 402.098302	Quality Unit
402.098902	9.5 F9 Top Course HMA, Shoulder Course, 80 Series Compaction	Ton
402.098912	Plant Production Quality Adjustment to 402.098902	Quality Unit
402.125102	12.5 F1 Top Course HMA, 50 Series Compaction	Ton
402.125112	Plant Production Quality Adjustment to 402.125102	Quality Unit
402.125122	Pavement Density Quality Adjustment to 402.125102	Quality Unit
402.125152	Test Section Adjustment to 402.125102	Quality Unit
402.125202	12.5 F2 Top Course HMA, 50 Series Compaction	Ton
402.125212	Plant Production Quality Adjustment to 402.125202	Quality Unit
402.125222	Pavement Density Quality Adjustment to 402.125202	Quality Unit
402.125252	Test Section Adjustment to 402.125202	Quality Unit
402.126102	12.5 F1 Top Course HMA, 60 Series Compaction	Ton
402.126112	Plant Production Quality Adjustment to 402.126102	Quality Unit
402.126122	Pavement Density Quality Adjustment to 402.126102	Quality Unit
402.126152	Test Section Adjustment to 402.126102	Quality Unit
402.126202	12.5 F2 Top Course HMA, 60 Series Compaction	Ton
402.126212	Plant Production Quality Adjustment to 402.126202	Quality Unit
402.126222	Pavement Density Quality Adjustment to 402.126202	Quality Unit
402.126252	Test Section Adjustment to 402.126202	Quality Unit
402.126302	12.5 F3 Top Course HMA, 60 Series Compaction	Ton
402.126312	Plant Production Quality Adjustment to 402.126302	Quality Unit
402.126322	Pavement Density Quality Adjustment to 402.126302	Quality Unit
402.126352	Test Section Adjustment to 402.126302	Quality Unit
402.127102	12.5 F1 Top Course HMA, 70 Series Compaction	Ton
402.127112	Plant Production Quality Adjustment to 402.127102	Quality Unit
402.127202	12.5 F2 Top Course HMA, 70 Series Compaction	Ton
402.127212	Plant Production Quality Adjustment to 402.127202	Quality Unit
402.127302	12.5 F3 Top Course HMA, 70 Series Compaction	Ton
402.127312	Plant Production Quality Adjustment to 402.127302	Quality Unit
402.128102	12.5 F1 Top Course HMA, 80 Series Compaction	Ton
402.128112	Plant Production Quality Adjustment to 402.128102	Quality Unit
402.128202	12.5 F2 Top Course HMA, 80 Series Compaction	Ton
402.128212	Plant Production Quality Adjustment to 402.128202	Quality Unit
402.128302	12.5 F3 Top Course HMA, 80 Series Compaction	Ton
402.128312	Plant Production Quality Adjustment to 402.128302	Quality Unit
402.128902	12.5 F9 Top Course HMA, Shoulder Course, 80 Series Compaction	Ton
402.128912	Plant Production Quality Adjustment to 402.128902	Quality Unit
402.195902	19 F9 Binder Course HMA, 50 Series Compaction	Ton
402.195912	Plant Production Quality Adjustment to 402.195902	Quality Unit
402.195922	Pavement Density Quality Adjustment to 402.195902	Quality Unit

402.195952	Test Section Adjustment to 402.195902	Quality Unit
402.196902	19 F9 Binder Course HMA, 60 Series Compaction	Ton
402.196912	Plant Production Quality Adjustment to 402.196902	Quality Unit
402.196922	Pavement Density Quality Adjustment to 402.196902	Quality Unit
402.196952	Test Section Adjustment to 402.196902	Quality Unit
402.197902	19 F9 Binder Course HMA, 70 Series Compaction	Ton
402.197912	Plant Production Quality Adjustment to 402.197902	Quality Unit
402.198902	19 F9 Binder Course HMA, 80 Series Compaction	Ton
402.198912	Plant Production Quality Adjustment to 402.198902	Quality Unit
402.255902	25 F9 Binder Course HMA, 50 Series Compaction	Ton
402.255912	Plant Production Quality Adjustment to 402.255902	Quality Unit
402.255922	Pavement Density Quality Adjustment to 402.255902	Quality Unit
402.255952	Test Section Adjustment to 402.255902	Quality Unit
402.256902	25 F9 Binder Course HMA, 60 Series Compaction	Ton
402.256912	Plant Production Quality Adjustment to 402.256902	Quality Unit
402.256922	Pavement Density Quality Adjustment to 402.256902	Quality Unit
402.256952	Test Section Adjustment to 402.256902	Quality Unit
402.257902	25 F9 Binder Course HMA, 70 Series Compaction	Ton
402.257912	Plant Production Quality Adjustment to 402.257902	Quality Unit
402.258902	25 F9 Binder Course HMA, 80 Series Compaction	Ton
402.258912	Plant Production Quality Adjustment to 402.258902	Quality Unit
402.376902	37.5 F9 Base Course HMA, 60 Series Compaction	Ton
402.376922	Pavement Density Quality Adjustment to 402.376902	Quality Unit
402.376912	Plant Production Quality Adjustment to 402.376902	Quality Unit
402.376952	Test Section Adjustment to 402.376902	Quality Unit
402.377902	37.5 F9 Base Course HMA, 70 Series Compaction	Ton
402.377912	Plant Production Quality Adjustment to 402.377902	Quality Unit
402.378902	37.5 F9 Base Course HMA, 80 Series Compaction	Ton
402.378912	Plant Production Quality Adjustment to 402.378902	Quality Unit

Mix Type – XX	Compaction Series - Y	Friction - Z	Quality Adjustment - Q
9.5 Top - 09	50 series - 5	F1 - 1	HMA Item - 0
12.5 Top - 12	60 Series - 6	F2 - 2	Plant – 1
19.0 Binder - 19	70 Series - 7	F3 - 3	Density – 2
25.0 Binder - 25	80 Series - 8	F9 - 9	Test Section – 5
37.5 Base - 37			

To:		<i>New York State Department of Transportation</i> ENGINEERING INSTRUCTION	EI 08-012
Title: ANCHORING MATERIALS - CHEMICAL CURING, NTSB SAFETY RECOMMENDATIONS			
Distribution: <input checked="" type="checkbox"/> Manufacturers (18) <input type="checkbox"/> Surveyors (33) <input checked="" type="checkbox"/> Local Govt. (31) <input checked="" type="checkbox"/> Consultants (34) <input checked="" type="checkbox"/> Agencies (32) <input checked="" type="checkbox"/> Contractors (39) <input type="checkbox"/> _____ ()		Approved: <u>/s/Robert L. Sack</u> <u>3/18/08</u> Robert L. Sack, P.E. Date Deputy Chief Engineer, Research	

ADMINISTRATIVE INFORMATION:

- This Engineering Instruction (EI) is effective upon signature.
- This EI supersedes EI 97-007.
- The revisions issued by this EI will be incorporated into a future update of the Standard Specifications.

PURPOSE: This EI transmits safety recommendations and use limitations of adhesive anchors known as §701-07 *Anchoring Materials – Chemical Curing*. The anchoring material is used in conjunction with Standard Specification Section 586 *Miscellaneous Structural Reconstruction*, under the subsection for drilling and grouting, and a number of other special specifications. A shelf note limiting use of these materials will be inserted into all proposals. When special specifications address drilling and grouting applications that are overhead or where failure would pose significant risk to the public, such specifications will be disallowed for use until revisions are made providing alternate anchoring methods or materials.

TECHNICAL INFORMATION:

- This EI provides new guidance to design, construction, contractor, and maintenance personnel limiting the use of adhesive anchors, known specifically by the NYSDOT as §701-07 *Anchoring Materials – Chemical Curing*, for safety reasons. The policy is in accordance with the National Transportation Safety Board (NTSB) Safety recommendations limiting the use of adhesive anchors where a potential risk to the public may exist.
- In conjunction with this EI, Engineering Bulletins (EB) are being issued that provide guidance to be included in the Bridge Design Manual and the Construction Administration Manual limiting those applications where adhesive anchors can be used on Department projects.

IMPLEMENTATION:

- Beginning with projects submitted for the letting of September 4, 2008, the Design Quality Assurance Bureau (DQAB) will insert the attached special note and revised standard specification into all contract proposals.
- Ongoing construction projects and projects submitted for letting before September 4, 2008 shall incorporate the special note and revised standard specification by Order – On – Contract.

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Disapproved Specifications: Because of the potential for use of adhesive anchor materials in overhead or risk locations, the following item numbers are disapproved by this EI:

07560.04 M	Repair Ashlar Masonry – Delamination
07560.05 M	Repair Ashlar Masonry – Stone Patch
10560.80	Brick Facing
10564.96XX	Fender System Rehabilitation
586.01	Drilling and Grouting Bolts, or Reinforcing Bars
08568.0511	Steel Pedestrian Railing
11586.2001 M	Drill and Grout Anchor Bolts in Concrete
16586.20XXYY	Drilling and Grouting... In Concrete
63596.01XX	Drilling and Grouting Bolts...Emergency Standby Contract Work
63586.XXYYZZ	Drilling and Grouting... Emergency Standby Contract Work
08607.40XX	Steel Picket Fence
11607.44	Steel Picket Fence and Gates
04607.9130 M	Aesthetic Pedestrian Fence
11607.9902	Protective Screening
11607.9904	Special Protective Screening on Bridges
11615.8099	Decorative Railing
11634.9901	Tensioned Fabric Roof
08670.01	Restore Existing Light Standard Foundations

The above items, depending on details in plans, could be used in locations that are overhead or where there is potential risk to the public. Because of these possible uses these items are being disapproved. Some items may also have improper cross references or require changes in method of measurement. These items may be rewritten by those responsible for the specifications or by those wanting to incorporate a specification into a project. Revisions must address the use limitations of adhesive anchors in overhead or risk applications and provide alternate methods or materials for anchoring.

New Specifications:

586.02	Drilling and Grouting Bolts or Reinforcing Bars
586.03	Drilling and Grouting Bolts or Reinforcing Bars with Pullout Test
586.04	Drilling and Grouting Bolts, Overhead or Sustained Tension, with Pullout Test

TRANSMITTED MATERIALS: This EI transmits the shelf note to be included in all contract proposals. Further, this EI provides a revised Standard Specification Section 586, *Miscellaneous Structural Reconstruction* and supersedes EI 97-007, incorporating much of that EI into the new Section 586.

BACKGROUND: In early August of 2007, the NTSB provided recommendations for the use of adhesive anchoring systems in highway construction, after completing a thorough investigation of the July 10, 2006 ceiling collapse in a portion of the Interstate 90 connector tunnel in Boston, Massachusetts. The NTSB strongly recommends that the FHWA and each State Department of Transportation prohibit the use of adhesive anchors in applications where failure could result in risk to the public. More specifically the directives of the NTSB recommend:

- Prohibit the use of adhesive anchors in sustained tensile-load overhead applications where failure would result in risk to the public.

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- Review the use of adhesive anchors and identify sites where failure under sustained tensile load could result in risk to the public, provide inspection of the sites, and establish a repair program to ensure that failures do not occur.

The limitations placed on the use of adhesive anchors by this EI address the NTSB recommendations and are the direct result of FHWA directives issued to assure the safety of the public. Historically, the Department has extensive experience with mechanical anchors, cement based grouted anchors, and adhesive anchors. Such experience has been considered in developing the use limitations of adhesive anchors in this EI.

Experience with mechanical anchors many years ago was less than desirable. For applications where there was cyclic loading, several types of expansion anchors performed poorly over time. As such, the Department restricted their use. As a result, the Department made extensive use of cement based grouts and chemically curing grouts as alternative anchor systems. Problems encountered with some of these materials related to anchor design, material properties, construction procedures, and quality control. As experience was gained, the Department developed better design standards, materials and construction specifications, tightened quality assurance procedures, and developed a proof testing quality control procedure. Chemical curing anchor materials became the predominate product of use because of construction handling and placing capabilities.

Performance of a number of applications have been monitored, specifically on bridges through biennial inspections, or had long term testing performed, such as for rock bolt installations. To date the Department has not experienced any failures of adhesive anchors. Because of the Department's experience, use of adhesive anchors in non-risk applications will continue to be allowed. The Department will also continue to monitor many applications, and has commenced an evaluation of various adhesive anchor uses to determine the effectiveness of these products in Department applications. Future design guidance, construction guidance, and specifications will be modified as appropriate based on the outcome of the evaluation.

This EI issues a special note limiting the use of adhesive anchors, known specifically by the NYSDOT as §701-07 *Anchoring Materials – Chemical Curing*. Further, a revised Standard Specification Section 586, *Miscellaneous Structural Reconstruction*, is issued in this EI. Use of chemical curing anchoring materials will not be allowed in any overhead application.

At the national level, research to develop long term creep test methods and material performance limits has commenced. When the national level testing is complete, the Department will revise specifications accordingly.

REFERENCES: NTSB Safety Recommendations H-07-23 and H-07-24 with supporting information is available at www.nts.gov/publictn/2007/HAR0702.pdf . Additionally, FHWA has issued a Technical Advisory, Use and Inspection of Adhesive Anchors in Federal-Aid Projects available at www.fhwa.dot.gov/legsregs/directives/techadvs/t514026.htm .

CONTACT: Direct questions regarding this EI to Don Streeter of the Materials Bureau via email at dstreeter@dot.state.ny.us or at (518) 457-4593. Questions related specifically to Standard Specification 586, *Miscellaneous Structural Reconstruction*, should be directed to Duane Carpenter of the Office of Structures via email at dcarpenter@dot.state.ny.us or at 518 457-5715.

SPECIAL NOTE
ANCHORING MATERIALS - CHEMICAL CURING

SPECIAL NOTE

Due to safety concerns, the use of §701-07 *Anchoring Materials – Chemical Curing*, will not be allowed in any overhead applications or where sustained tensile loads will exist. This requirement includes but is not limited to direct overhead installations such as utilities to undersides of bridge decks and overhead protective screening.

When such work is required, alternative anchoring methods or materials like mechanical anchors or cementitious grouting operations, must be used in these locations. Use of alternate materials or methods not previously approved shall require approval of the Deputy Chief Engineer Structures (DCES).

Further, use of §701-07 *Anchoring Materials – Chemical Curing* will not be allowed in any horizontal or vertical applications where failure would result in risk or injury to the public. Applications where only cementitious grouts shall be required include but are not limited to decorative railings, pedestrian fence, and screening. Bridge railing installations shall only use §701-05 *Concrete Grout Materials* as presently required by specifications. Substitution of §701-07 *Anchoring Materials – Chemical Curing* shall not be allowed for bridge railing installations.

Use of §701-07 *Anchoring Materials – Chemical Curing*, may be allowed for temporary applications, and when specified, shall be designed and stamped by a PE. Temporary items anchored using §701-07 *Anchoring Materials – Chemical Curing* shall be rendered inoperable upon completion of their use on a project.

ANCHORING MATERIALS - CHEMICAL CURING

Make the following changes to the Standard Specifications of May 4, 2006:

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delete Section 586 in its entirety and *replace* it with the following:

SECTION 586 - MISCELLANEOUS STRUCTURAL RECONSTRUCTION

586-1 DESCRIPTION. The work of this section shall consist of the following:

- Drilling and Grouting Bolts, or Reinforcing Bars.
- Removal of Rivets-Replacement with High Strength Bolts.
- Field Drill Holes in Existing Structural Steel.

586-1.01 Drilling and Grouting Bolts, or Reinforcing Bars. For the purposes of this section the terms bolts and reinforcing bars are identical.

586-1.02 Field Drill Holes in Existing Structural Steel. Existing structural steel is that structural steel in service prior to the beginning of construction.

586-2 MATERIALS

586-2.01 Drilling and Grouting Bolts. Grout material used in overhead applications, or where a sustained tensile load will exist, shall conform to §701-05 *Concrete Grouting Material*. Grout used in other applications shall conform to §701-07 *Anchoring Materials - Chemically Curing*.

586-2.02 Removal of Rivets - Replacement with High Strength Bolts. High strength bolts, nuts and washers shall meet the requirements of §715-14 *High Strength Bolts, Nuts and Washers*. If paint color is not specified, the color selected shall match the existing paint. Paint shall be selected from the Department's Approved List for Structural Steel Paint - Class 2.

586-3 CONSTRUCTION DETAILS

586-3.01 Drilling and Grouting Bolts

- A.** All holes shall be drilled by means of a rotary impact drill. If reinforcing steel is encountered, the reinforcing steel shall be cut and removed by means of a core drill. The remainder of the drilling shall be done with the rotary impact drill.
- B.** Drilling with a lubricant will not be permitted. Water is not considered a lubricant. Drilling methods shall not cause spalling, or other damage to concrete. Concrete spalled, or otherwise damaged by the Contractor's operations shall be repaired at no additional cost to the State.
- C.** Holes shall be surface dry and shall have had all foreign and loose material removed immediately prior to grout placement.
- D.** Grout shall be stored, mixed, and placed in strict accordance with the manufacturer's instructions, unless modified here, or elsewhere, in the contract documents. No grout shall be placed at a temperature below that recommended by the grout manufacturer.

ANCHORING MATERIALS - CHEMICAL CURING

E. Prior to bolt placement in the grouted hole, all material which might interfere with bond between the bolt and the grout shall have been removed. This includes, but is not limited to: moisture, grease, dirt, mill scale and rust. Rust which cannot be removed even by vigorous scrubbing with a wire brush is considered firmly bonded and may remain. The hole diameter shall be in accordance with the grout manufacturer's recommendation. The length of any plastic sleeve used as an aid to grout placement shall not be included in the length of the bolt hole. The bolts shall be inserted full depth into the hole and shall be manipulated and rotated to ensure complete coverage by the grout. After insertion of the bolt, all excess grout shall be struck off flush with the concrete face. Care shall be taken to prevent grout from running out of the drilled hole. Should the grout fail to fill the hole after bolt insertion, additional grout shall be added to the hole to allow a flush strike-off.

F. If the bolt is inserted in a hole with an axis that is predominantly horizontal, care shall be taken to prevent grout from running down the face of the concrete.

G. If approved by the Engineer, hole locations may be moved to avoid encountering reinforcing steel.

H. The Contractor may increase the embedment length beyond that required by the contract documents if approved by the Engineer, at no additional cost to the State. The bottom of the hole shall be at least 40 mm from the nearest free surface of a structural element, unless otherwise shown in the contract documents.

586-3.02 Pull-Out Testing

A. Testing. Table 1 gives the number of anchors (N1) to be tested for any lot size. The Engineer will randomly choose the anchors to be tested. Testing of anchors in a lot shall not begin until all the anchors in the lot are installed. If any (N1) anchors fail, N2 indicates the number of additional anchors that must be tested. If only one anchor fails, the lot will be accepted. If a second anchor fails, all remaining anchors must be tested.

A lot size is determined by the Contractor, but must meet the following criteria:

1. A lot size shall not exceed 600 anchors.
2. All anchors in a lot must be installed within a two-month period.
3. Any anchors installed beyond the two-month period set forth in 2 above shall be part of another lot.
4. A lot shall only include anchors grouted with a single product
5. A lot shall only include anchors of the same type, diameter and embedment depth.

LOT SIZE	N1	N2
1-30	All the anchors in the lot	-
31-50	30	All remaining anchors
51-75	38	All remaining anchors
76-100	44	21
101-200	49	26
201-300	50	30
301-600	55	30

ANCHORING MATERIALS - CHEMICAL CURING

B. Equipment. The equipment shall consist of a load cell, jacking system, a frame to distribute the jack load, couplers to connect the jack to the anchors, and appropriate safety devices. A calibrated pressure gauge with hydraulic ram is equivalent to a load cell. Prior to starting the testing, the Contractor shall supply the Engineer with a certificate of calibration for the load cell performed within the previous six months by an independent testing agency. Supports for the frame used to distribute the jack load shall be located outside a circle centered at the anchor. The circle shall have a diameter equal to 50 mm plus twice the anchor embedment length, but need not exceed 600 mm. The frame and jack shall be positioned so that the load is applied along the axis of the anchor. Chains or cables shall be used to connect the various pieces of the tensioning system so that free flying projectiles will not be created by the failure of an anchor coupling or other portion of the testing system.

C. Test Load. The test load for anchor bolts shall be 90% of the ASTM proof load, unless otherwise specified in the contract documents. When no proof load is given in the ASTM specifications for anchor bolt steel, use the yield strength. The test load for reinforcement shall be 90% of the yield strength unless otherwise specified in the contract documents. Listed below are the test loads for the most commonly used anchor bolts and rebar steels, and anchor types.

Table 586-2 TEST LOADS			
ASTM A568 Property Class 8.8 Anchor Bolts (Coarse-Threaded Full Length)		ASTM A615M GR 420 Reinforcement Bars	
Diameter (mm)	Test Load (kN)	Size	Test Load (kN)
13	48	13	48
16	77	16	74
19	114	19	106
22	157	22	144
25	206	25	190
29	226	29	240
32	287	32	305
		36	375
		43	540

Anchors shall be deemed to pass if the specified test load is attained without permanently displacing the anchors. Concrete spalled or otherwise damaged by the load testing shall be repaired. Such repair shall be done at no additional cost to the State. All anchors which fail a load test, or are otherwise damaged, shall be replaced at no additional cost to the State. All such replaced anchors shall be load tested.

NOTE: THIS LOAD TESTING IS DESIGNED TO BE NON-DESTRUCTIVE. LOADING SHALL BE STOPPED AS SOON AS THE TEST LOAD IS REACHED.

586-3.03 Removal of Rivets-Replacement with High Strength Bolts

A. Paint Removal. If the steel is painted, then prior to the beginning of any other work operations, the paint shall be removed for a minimum distance of 100 mm on each side of the centerline of work location. The paint removal work shall be done in accordance with the requirements of Section 574, *Structural Steel Painting: Localized*.

B. Unless otherwise noted in the contract documents, all bolts shall be the same diameter as the

ANCHORING MATERIALS - CHEMICAL CURING

rivets they replace.

- C.** Rivets shall be removed by one of the following methods:
 - 1.** Shear rivet head using a pneumatic rivet breaker (helldog), and drive out rivet shank with a pneumatic punch.
 - 2.** Flame cut rivet head 2 mm above the base metal using a rivet scarfing tip, and drive out shank using a pneumatic punch. If punching will damage the base metal, the shank shall be removed by drilling.
- D.** High strength bolts shall be installed after the nicks, burrs and foreign substances that might interfere with seating of the bolt head and nut washers are removed. Light grinding may be required.
- E.** Installation and inspection of high strength bolts shall be done in accordance with the New York State Steel Construction Manual requirements.
- F.** If it becomes necessary to disconnect, or adjust, steel remaining as part of the structure to complete the work the Contractor shall obtain the Engineer's approval prior to performing disconnections or adjustments.
- G.** If the bolt will not fit the rivet hole, the hole may be reamed sufficiently to accommodate the bolt.
- H.** If the contract does not include an item(s) for cleaning, priming and painting of structural steel, cleaning and painting of the bolt and immediate surrounding area shall be done as part of this work. Cleaning and painting shall be done in accordance with the requirements of Section 574, *Structural Steel Painting: Localized*. All steel exposed by the cleaning operations shall be painted. However, at least 50 mm in every direction, measured from the washer's edge, shall be painted.

586-3.04 Field Drill Holes in Existing Structural Steel

- A.** The requirements of §586-3.03A *Paint Removal* shall apply.
- B.** The required hole diameter will be indicated on the contract documents.
- C.** No flame cutting, or flame drilling will be permitted.
- D.** All damage to existing steel shall be repaired by the Contractor, at no additional cost to the State.

586-4 METHOD OF MEASUREMENT

586-4.01 Drilling and Grouting Bolts. The quantity to be measured for payment will be the number of holes into which grout and bolts have been inserted.

586-4.02 Removal of Rivets - Replacement with High Strength Bolts. The quantity to be measured for payment will be the number of high strength bolts installed.

586-4.03 Field Drill Holes in Existing Structural Steel. The quantity to be measured for payment will be each hole drilled.

ANCHORING MATERIALS - CHEMICAL CURING

586-5 BASIS OF PAYMENT

586-5.01 Drilling and Grouting Bolts

- A.** The unit price bid per hole shall include the cost of all labor, materials, and equipment necessary to complete the work.
- B.** Payment will not be made for holes which do not contain both grout and bolts.
- C.** The cost of the bolts will be paid for under a separate, appropriate item.

586-5.02 Removal of Rivets - Replacement with High Strength Bolts

- A.** The unit price bid for each installed bolt shall include the cost of all labor, material and equipment necessary to complete the work including paint removal and when appropriate painting.
- B.** Payment will be made for each installed bolt regardless of whether or not a rivet had been removed from the location in question.

586-5.03 Field Drill Holes in Existing Steel

- A.** The unit price bid for each hole drilled shall include the cost of all labor, equipment and materials necessary to complete the work, including paint removal when required.
- B.** No extra compensation will be paid for holes drilled through different thicknesses, or through different numbers of plates.

Payment will be made under:

Item No.	Item	Pay Unit
586.02	Drilling and Grouting Bolts or Reinforcing Bars	Each
586.03	Drilling and Grouting Bolts or Reinforcing Bars with Pullout Test	Each
586.04	Drilling and Grouting Bolts, Overhead or Sustained Tension, with Pullout Test	Each
586.05	Removal of Rivets-Replacement with High Strength Bolts	Each
586.10	Field Drill Holes in Existing Structural Steel	Each

ITEM 556.02019975 - ADJUSTMENT TO UNCOATED BAR REINFORCEMENT WHEN REINFORCEMENT IS INCLUDED IN STRUCTURAL CONCRETE ITEM

ITEM 556.02029975 - ADJUSTMENT TO EPOXY COATED BAR REINFORCEMENT WHEN REINFORCEMENT IS INCLUDED IN STRUCTURAL CONCRETE ITEM

DESCRIPTION:

The work will consist of furnishing and placing reinforcing steel for concrete structures in addition to or as an adjustment to the reinforcement shown in the contract documents in a manner satisfactory to the Engineer.

MATERIALS:

The material requirements of Section 556-2 of the standard specifications shall apply.

CONSTRUCTION DETAILS:

Construction details shall meet the requirements of Section 556-3 of the Standard Specifications.

METHOD OF MEASUREMENT:

The method of measurement shall be as described in Section 556-4.02 of the Standard Specifications and shall apply only to those bars added or adjusted by the State to the reinforcement shown in the contract plans. No payment will be made for additions or adjustments made by the Contractor.

BASIS OF PAYMENT:

The basis of payment shall meet the requirements of Section 556-5.02 of the Standard Specifications except that the unit price bid per pound set forth in the proposal is a fixed price for all bidders and shall not be changed. The published price has been prepared taking into account the cost of furnishing all labor, materials and equipment necessary to complete the work, including an allowance for overhead and profit. Any bid other than the amount noted in the proposal may cause the bid to be considered informal.

END OF SECTION

ITEM 559.02020003 - INSECTICIDE/FUNGICIDE AND FIRE RETARDANT COATING OF EXISTING TIMBER STRUCTURE

DESCRIPTION

This work shall consist of applying an insecticide/fungicide coating and fire retardant coating to an existing timber structure in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Insecticide/Fungicide

The insecticide/fungicide coating, when based on the active ingredient Disodium Octaborate Tetrahydrate (DOT), shall be applied at, at least, a 23 % DOT concentration.

Fire Retardant

The fire retardant coating shall be non-toxic, containing no Polybrominated Diphenyl ethers (PBDEs). The coating shall have a fire retardant rating of Class A, using the ASTM E84 test.

All products shall be formulated for exterior use on timber. Products shall be available to coat surfaces, applied with brush or roller, or as a spray. Products shall also be made available in the form of rods, caulk, or foam as necessary for the use or application shown on the plans. The coatings shall be either colorless (clear) or of an acceptable color to the engineer. The use of one product shall not prohibit the use of another, nor shall it interfere with other product's adhesion to the timber structure.

CONSTRUCTION DETAILS

Coatings shall be applied in accordance with the manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied. Manufacturer's instructions for surface preparation and weather conditions shall be followed. Each product shall be allowed to fully dry and, or, cure before another product is applied over it.

At least a week before applying the first coat, the engineer shall be provided with manufacturer's application instructions, product data sheets and the material safety data sheets for the coatings. The exact areas of application will be provided in the Contract documents.

The Contractor shall provide appropriate means, including scaffolding and protective coverings, to apply the coatings in a safe and effective manner in accordance with the manufacturer's instructions and as shown on the plans. The work area, river, surface waters, and surface runoff shall be protected from any contamination from the materials during application.

METHOD OF MEASUREMENT

Item 559.02020003 will be measured on a lump sum basis.

BASIS OF PAYMENT

The lump sum price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

END OF SECTION

ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE
ITEM 559.17960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE FOR
EXISTING BRIDGE DECKS

DESCRIPTION

Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS

The protective sealer used on concrete surfaces shall be one appearing on the Department's Approved List and shall meet the requirements of one of the following subsections:

- 717-03 - Penetrating Type Protective Sealers
- 717-04 - Coating Type Protective Sealers

CONSTRUCTION DETAILS

A. General. Only penetrating type sealers shall be applied to walking or riding surfaces. The Contractor shall provide the Engineer with the sealer Manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each individual element of a project (i.e. each pier, deck, abutment, etc.).

B. Surface Preparation.

1. New Concrete. All required surface texturing, and saw cut grooving, shall be completed before the surface is prepared. All concrete that is to be sealed shall air dry for fourteen (14) days after curing has been removed, or for the length of time specified in the manufacturer's written instructions, whichever is longer. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours for every day the concrete is subjected to water. After the drying period has ended, the concrete surface shall be lightly sand or shot blasted, followed by vacuum cleaning, to remove loose particles.

2. Existing Concrete. Concrete surfaces to be sealed shall be thoroughly cleaned by light sand or shot blasting, followed by vacuum cleaning, to remove loose particles. If the concrete is subjected to rain or moisture from other project operations, the surface will be allowed to air dry for a minimum of forty-eight (48) hours before the sealer is applied.

Care shall be taken while blast cleaning that all dirt is removed with minimal exposure of coarse aggregate. After cleaning, no blasting residue, laitance, curing compounds, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration or adhesion of the sealer. All surface preparation work shall be completed and approved by the Engineer, before sealer application can commence.

C. Weather Limitations. Sealer materials shall not be applied during wet weather conditions or, if in the opinion of the Engineer, adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures shall be a minimum of 40°F during

ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE
ITEM 559.17960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE FOR
EXISTING BRIDGE DECKS (continued)

application and until the sealed concrete is dry to the touch. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer unsatisfactory results will be obtained.

D. Sealer Application. The sealer shall be used as supplied by the Manufacturer without thinning or alteration, unless specifically required in the Manufacturer's instructions. Thorough mixing of the sealer before and during its use shall be accomplished as recommended by the Manufacturer. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use.

If a penetrating sealer is used, a minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the manufacturer's instructions, before the removal of maintenance and protection of traffic.

On sloping and vertical concrete surfaces, sealer application shall progress from bottom to top. Care shall be taken to ensure that the entire surface of the concrete is covered and all pores filled.

METHOD OF MEASUREMENT

The work will be measured as the number of square feet of structural concrete sealed.

BASIS OF PAYMENT

The unit price bid per square feet shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work. Construction details shall meet the requirements of Section 556-3 of the Standard Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
559.16960118	Protective Sealing of Structural Concrete	Square Foot
559.17960118	Protective Sealing of Structural Concrete for Existing Bridge Decks	Square Foot

END OF SECTION

**ITEM 559.18960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS**

DESCRIPTION:

Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS:

The protective sealer used on new concrete bridge decks shall be one appearing on the Department's Approved List, which does not contain an aqueous solvent/carrier and shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers

CONSTRUCTION DETAILS:

- A. **General.** The Contractor shall provide the Engineer with the sealer manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each deck.
- B. **Surface Preparation.** All concrete bridge decks shall air dry for twenty-four (24) hours after the time of completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours from the time that the concrete has stopped being wetted. All required surface texturing, saw cut grooving, barriers, parapets, sidewalks, and safetywalks shall be completed, before the surface is cleaned. After the drying period has ended, the concrete surface shall be cleaned by vacuum methods, to remove loose particles.
- After cleaning, no laitance, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration of the sealer. All surface preparation work shall be completed and approved by the Engineer before sealer application can commence.
- C. **Weather Limitations.** Sealer materials shall not be applied during wet weather conditions or when adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures, during application, and until the sealed concrete is dry to the touch, shall be a minimum of 40°F. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained.
- D. **Sealer Application.** The protective sealer shall be used as supplied by the Manufacturer without thinning or alteration. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use. The sealer shall be applied by brushing, spraying or rolling, as recommended by the Manufacturer.

A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 1 GENERAL REQUIREMENTS

01010 Description of the Work
SPECIAL SPECIFICATIONS

**ITEM 559.18960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS (continued)**

the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the Manufacturer's instructions, before the removal of maintenance and protection of traffic.

METHOD OF MEASUREMENT:

The work will be measured as the number of square feet of concrete sealed.

BASIS OF PAYMENT:

The unit price bid per square feet shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

END OF SECTION

ITEM 560.0501--75 - RUBBLE MASONRY RESTORATION

DESCRIPTION:

This work includes replacement of missing or broken rubble stones and resetting loose stones along the top of the concrete retaining wall in front of the South Abutment, when and as directed by the Engineer.

MATERIALS:

Mortar shall meet the requirements contained in Item 560.0801--75 Re-pointing of Masonry Joints.

New stone, where necessary, shall match or replicate the existing masonry and native stone as closely as possible in kind, sizes, quality, color, texture, and finish. All stones shall be clean and free from structural defects. Each stone proposed for use shall be presented to the Engineer for approval prior to installation.

CONSTRUCTION DETAILS:

All missing and/or broken stones, identified for replacement by the Engineer, shall be carefully removed to avoid damage to surrounding stones and mortar joints. Cavities shall be cleaned by flushing with water.

Stones shall be pre-wetted. Standing water shall be allowed to evaporate.

Install stones in a full mortar bed. Use presoaked wood wedges where necessary to properly set the units and maintain uniform matching joints. Pack joints full of mortar.

The surface of the joints shall match those of the remaining sections of mortared stones to the extent practical.

Refer also to Item 560.0801--75 Re-pointing of Masonry Joints for additional details and requirements.

METHOD OF MEASUREMENT:

This work will be measured as the number of square feet of stones reset and/or replaced as part of this work. Such measurement shall be to the center of the surrounding joints and shall be taken as dimensions in the horizontal plane. The Engineer shall determine exact limits of work and the associated quantity for payment.

BASIS OF PAYMENT:

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

Payment will be made under:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
560.0501--75	Rubble Masonry Restoration	Square Feet

END OF SECTION

ITEM 560.0801—75 - RE-POINTING OF MASONRY JOINTS

DESCRIPTION:

The work shall consist of removing damaged and deteriorated mortar, and re-pointing joints in rubble masonry where indicated on the drawings or as ordered by the Engineer. Areas of re-pointing work include the South Abutment and wing walls, Pier 1, and the North Abutment.

MATERIALS:

Portland cement shall be Type 1 or 2 (Type I or II) meeting the material requirements of §701-01, except that the maximum permissible alkali content shall be 0.60 percent. All Portland cement used for this item shall be supplied by the same manufacturer.

Hydrated lime shall meet the requirements of ASTM C 207, Type S. All hydrated lime used for this item shall be supplied by the same manufacturer.

Masonry sand shall be obtained from a natural local source and graded per ASTM C 144. The sand shall be free of impurities such as salts, organic impurities, and other deleterious materials in accordance with ASTM C 144.

The color of the masonry sand shall be "Schofield 180" or approved equal, as produced by George Schofield Co., Inc., P.O. Box 110, Bound Brook, NJ 08805 (732-356-0858).

The gradation of the masonry sand shall comply with the requirements of §703-03, except that the gradation used to re-point joints in ashlar masonry is subject to the following requirements:

<u>Sieve Size</u>	<u>600 µm</u>	<u>300 µm</u>	<u>150 µm</u>	<u>75 µm</u>
	(No. 30)	(No. 50)	(No. 100)	(No. 200)
% Passing (by weight)	100	15-35	2-15	0-2

The Contractor shall provide a sample (2 oz minimum) of the masonry sand to the Engineer for approval prior to commencing work.

Water used for mixing and curing mortar shall meet the requirements of §712-01.

CONSTRUCTION DETAILS:

Quality Requirements:

Masonry re-pointing work shall be performed by skilled masons with a minimum of five year's experience restoring historic masonry structures. The Contractor shall provide the Engineer with specific documentation of each mason's experience. No allowance will be made for lack of skill on the part of any mechanic.

The Contractor shall prepare a cured sample of each pointing mortar in the form of 6 inch long by 1/2 inch wide strips set in plastic or aluminum channels. The cured mortar samples shall demonstrate the color and surface texture of the pointing mortar using approved materials, and shall be subject to approval by the Engineer, in writing, prior to commencing work on the field sample.

The Contractor shall prepare a masonry re-pointing sample, at a representative location selected by the Engineer. The sample area shall measure 1 square yard. The sample masonry re-pointing work shall be completed in accordance with these specifications and shall be subject to approval by the Engineer, in writing, prior to commencing re-pointing work throughout the project. The masonry re-pointing sample

ITEM 560.0801—75 - RE-POINTING OF MASONRY JOINTS (continued)

shall demonstrate materials and methods for cutting out (raking) existing mortar joints as well as new pointing work. The approved sample will be the standard by which completed work will be accepted, and shall be protected for the duration of the project. In the event that the re-pointing sample is not approved, a new sample shall be prepared at a new location selected by the Engineer. The rejected sample shall be re-pointed as directed by the Engineer.

Inspection Requirements:

The Contractor shall erect and maintain a suitable work platform and access system for purposes of inspecting and performing the work of this project. The Engineer shall have full use of these systems for purposes of inspecting the work.

The Engineer shall identify specific limits of the masonry re-pointing work based on a detailed inspection from the Contractor's work platform. This inspection may be conducted in stages so as to minimize the disassembly and reassembly of the Contractor's work platform and access system.

Raking (cutting out) Joints:

Remove deteriorated, weathered and loose mortar from joints to a depth of 2-1/2 times the joint width but not less than 3/4 inch. Any loose or disintegrated mortar beyond this minimum depth shall also be removed on order by the Engineer.

Remove mortar using sharp masonry chisels either by hand or with adjustable pneumatic equipment only. The use of electric grinders or masonry saws is not permitted. Use sharp cape, plugging or toothed ripping chisels with a blade thickness no more than half the width of the mortar joint. Work from existing voids toward sound mortar to prevent chipping the edges of stone masonry units. Do not drive wedge chisels directly into full mortar joints or pry against masonry units. Sharpen chisels frequently to prevent chipping. If, in the opinion of the Engineer, the Contractor's methods of mortar removal are damaging the stone masonry units, work shall be stopped until corrective action is taken.

Cut edges of sound mortar to create surfaces that are roughly perpendicular and uniform. Do not leave feathered edges or deep undercuts that might interfere with proper filling of the joint or bonding between new and old mortar.

Remove all traces of mortar from surfaces of stone masonry units that will be re-pointed so that new mortar will be in direct contact with masonry units.

Brush, vacuum, or flush joints to remove all dirt and loose debris. Air compressors shall be outfitted with filters to remove water, oil and abrasive particles.

If loose stones are encountered, or if stones become loosened during the work, wedges shall be carefully installed in the transverse (bed) joints, as approved by the Engineer, to temporarily hold the stones in proper position. Wedges shall be removed after adjoining re-pointing mortar has set, and the resulting voids pointed. Any loose stone that can be easily picked out of the masonry structure shall thoroughly cleaned of all old mortar and reset in a full bed of fresh mortar.

Mixing Mortar:

Pointing mortar shall consist of 1 part Portland cement, 1/4 part lime, 4 parts sand. Sieve masonry sand to achieve specified gradation for mortar used in ashlar masonry walls. Dry ingredients shall be measured by volume and thoroughly mixed prior to the addition of any water. Add sufficient water to the dry ingredients to produce a mortar that retains its form when hand-squeezed and released. Mix for approximately 5 minutes. Allow this mortar to stand covered for not less than 1 hour or more than 1 1/2

ITEM 560.0801—75 - RE-POINTING OF MASONRY JOINTS (continued)

hours for pre-hydration. Add additional water in small amounts until a stiff but workable consistency is reached. The use of pigments or other mortar additives is not permitted. Mortar shall be used within 30 minutes of final mixing. Re-tempering of mortar will not be permitted.

Pointing (filling) Joints:

Perform pointing work only when the ambient air temperature is at or above 40 deg F and will remain so for at least 48 hours. Do not apply mortar to surfaces that are coated with frost or ice.

When the ambient air temperature is at or above 80 deg F, protect newly finished work from direct sunlight and wind for at least 48 hours. Protect newly finished work from direct rainfall for at least 48 hours.

Rinse masonry surfaces with clean water. Coordinate application of rinsing so that at time of pointing excess water has evaporated or run-off and masonry surfaces are damp but free of any standing water.

Tightly pack mortar into joints without leaving any voids using narrow pointing trowels that fit within the mortar joint. Do not bag fill or grout joints. Fill deep areas first to achieve a uniform joint depth and continue filling joint with successive layers of mortar packing it well into the back corners. The thickness of individual layers shall not exceed 1/2 inch. The final layer of mortar shall be recessed slightly behind the face of the stones.

When pointing work within a repaired area will extend beyond one day, or other delay in the work, stagger layers of mortar so that there are no through joints in pointing. Stagger joints in layers so that joints are at least 3 inches apart.

Tool mortar joint after final layer has become thumb-print hard. Firmly compress mortar so that it forms a dense, smooth and uniform surface free of voids. Do not overwork joint surface; excessive tooling will draw binder to the surface and may cause powdering or surface scaling. Improperly tooled joints will be rejected.

Keep exposed surfaces of stone masonry clean throughout re-pointing process by promptly removing excess mortar before it dries and as the work progresses.

Curing:

Re-pointed surfaces shall be kept moist by water-misting at least three times a day, or as directed by the Engineer, and protected from extreme heat, freezing, high winds, and direct sunlight for not less than 72 hours after final tooling. Re-pointed areas shall be protected from rain for at least 12 hours after final tooling.

Final Cleaning:

Between 24 and 48 hours after placing mortar, clean stone surfaces to remove excess mortar and foreign matter. Use clean, potable water and stiff nylon or Tampico bristle brushes to remove residues without damaging mortar.

The use of wire brushes and chemical cleaners are not permitted.

METHOD OF MEASUREMENT:

This work will be measured as the number of linear feet of re-pointing performed. The Engineer shall determine exact limits of work and the associated quantity for payment.

TOMPKINS COUNTY – PIN 3755.03
BRIDGE STREET OVER CAYUGA INLET WEST BRANCH
BIN 3210210 – COVERED BRIDGE PRESERVATION
Town of Newfield, New York

DIVISION 1 GENERAL REQUIREMENTS

01010 Description of the Work
SPECIAL SPECIFICATIONS

ITEM 560.0801—75 - RE-POINTING OF MASONRY JOINTS (continued)

BASIS OF PAYMENT:

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

Payment will be made under:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
560.0801--75	Re-pointing of Masonry Joints	Linear Feet

END OF SECTION

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION

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

MATERIALS

None specified.

CONSTRUCTION DETAILS

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

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 Alternates 1 and 2 are less than the budget figure, the award will be made based on the Base Bid plus Alternate 1 plus Alternate 2; however,

- If all bids for the Base Bid plus Alternates 1 and 2 exceed 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 made based on the Base Bid plus Alternate 2; however,
 - If all bids for the Base Bid plus Alternate 2 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 – REPLACE ARCH HANGER RODS** – The main feature of Add Alternate #1 is replacing arch hanger rods with galvanized members furnished by the contractor to mitigate future corrosion. All other specifications shall remain unchanged.
- B. **Alternate #2 – INSTALL TIMBER CURBS** – The main feature of Add Alternate #2 is furnishing and installing timber curbs within the bridge to mitigate vehicular impacts. All other specifications shall remain unchanged.

END OF SECTION