

PROJECT MANUAL

for the

Cemetery Drive Bridge Replacement over the South Chuctanunda Creek

**Town of Florida
Montgomery County, New York**

**D036212
PIN 2754.54
BIN 3310200**

April 2022

Prepared For:



Montgomery County
6 Park Street
Fonda, New York 12068

Prepared By:

GPI

Greenman-Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, New York 12205

This is a Federal Aid Project and has been submitted in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on May 1, 2022 as posted on the New York State Department of Transportation's website.

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NOTICE TO BIDDERS – ADVERTISEMENT TO BID

Notice is hereby given that the Montgomery County Purchasing Department will accept sealed bids for:

Cemetery Drive Bridge over the South Chuctanunda Creek
Town of Florida, Montgomery County, New York
PIN 2754.54, D036212

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: Bridge Replacement

This is a Federal Aid Project and NYSDOT Standard Specifications, officially finalized and adopted on May 1, 2022 as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

The DBE goal for this project is: **6%**

There are no M/WBE goals for this project.

There are no SDVOB goals for this project.

The EEO Employment goals for this project are: 3.2% Minority Employment Goal
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at <https://ebo.dot.ny.gov/>.

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be examined, at no expense, on the Montgomery County Purchasing Department website:
<https://www.co.montgomery.ny.us/web/sites/departments/purchasing/list.asp?exp=0&type=35>

No questions or inquiries regarding this bid will be accepted within three (3) business days prior to the bid opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be emailed from Montgomery County Purchasing to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by Montgomery County Purchasing will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by acknowledging each Addendum on page 1 of the Bid Form. Failure of any Bidder to receive any such Addendum or interpretation shall not

relieve such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to Sheri Kern through email at: skern@gpinet.com. Bidders shall promptly notify Sheri Kern of any errors, omissions, conflicts or ambiguity within the Contract Documents within 14 days of bid opening.

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

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

Bids to be considered must be received in a sealed envelope at the Office of the Montgomery County Purchasing Department, Office Building Annex, 1st Floor, 20 Park Street, Fonda, New York 12068, by **2:00 PM**, local time, on **May 10, 2022** at which time they will be publicly opened and read aloud in Room 111. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled "**BID: CEMETERY DRIVE BRIDGE REPLACEMENT**".

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at

<https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms?redirect=legacy#Construction>.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

Montgomery County Department of Public Works reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by Montgomery County before any award of contract may be made. Receipt of bids by Montgomery County shall not be construed as authority to bind the County.

The work will be substantially completed **150** calendar days from Notice to Proceed and completed and ready for final payment on or before **October 31, 2023**.

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all

who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged 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, national origin, sex, age, disability/handicap and income status in consideration for an award.

Owners Contact

Eric Mead

Montgomery Co. DPW Commissioner

6 Park Street, Fonda, NY 12068

518-853-3814

emead@co.montgomery.ny.us

Engineer's Contact

Sheri Kern, P.E.

Structural Engineer, GPI

80 Wolf Road, Suite 300, Albany, NY 12205

518-898-9566

skern@gpinet.com

INSTRUCTION TO BIDDERS

Cemetery Drive Bridge Replacement over the South Chuctanunda Creek

Town of Florida, Montgomery County, New York

D036212, PIN 2754.54, BIN 3310200

1. Defined Terms

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

Bidder – one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.

Issuing Office – the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.

Successful Bidder – the lowest responsible, responsive bidder to whom owner (on the basis of owner's evaluation as hereinafter provided) makes an award.

Agreement – The written contract between OWNER and CONTRACTOR covering the Work to be performed.

Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidding Documents – The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)

Contract Times – The number of days to the dates stated in the Agreement; to achieve substantial completion and to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

CONTRACTOR – The person, firm or corporation with whom Owner has entered into the Agreement.

Drawings – The drawings which show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer – The person, firm or corporation named as such in the Agreement.

Notice of Award – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions present therein, within the time specified, OWNER will sign and deliver the Agreement.

OWNER – The public body or authority, corporation, association, firm or person with whom CONTRACTOR has

entered into the Agreement and for whom the Work is to be provided.

Underground Facilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or material: electricity, gases, steam, liquid petroleum products, telephone, cable television, or other communications, sewage and drainage removal, traffic or other control systems or water.

2. Copies of Bidding Documents

- 2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bidders may be obtained from the Issuing Office. If the bidding documents are obtained from a source other than the issuing office, contractor must notify issuing office in order to be placed on the official plan holder's list, receive addenda and other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Document.
- 2.3. Owner and Engineer in making copies of Bidding Documents Available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Bidders Qualifications

All Bidders, including foreign and domestic corporations must be qualified and/or licensed to do business within the state where the project is located. The Owner reserves the right to make any investigation deemed necessary to determine bidder qualifications and responsibility. All prospective bidders shall have completed projects of this nature and size previously, within similar time constraints. Bidder shall be prepared to furnish the Owner, upon request, with a listing of no less than three (3) previous similar projects successfully completed. Bidder shall furnish to the Owner, upon request, all data pertinent thereto.

4. Examination of Contract Documents and Site

- 4.1. It is the responsibility of each bidder before submitting a Bid:
 - 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the bidding documents (including "technical data" referred to below);

- 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work;
- 4.1.3. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work;
- 4.1.4. To study and carefully correlate Bidders knowledge and observations with the Contract Documents and such other related data;
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2. Information and data or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.
- 4.3. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.4. On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, right-of-

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

6. Interpretation and Addenda

- 6.1. No interpretations of the meaning of the specifications of other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing or email addressed to the ENGINEER:

Sheri Kern
Greenman-Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, New York 12205
skern@gpinet.com

Any oral discussions between the Bidder and the OWNER are to be considered informal and not binding. Any supplemental instructions will be in the form of written addenda. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addendum, so issued, shall become part of the contract documents. The OWNER and ENGINEER shall cease responding to bidders after the seventh calendar day preceding the bid opening date, so as to issue the final addendum, if necessary, for bidders to reflect in their bid submissions.

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

7. Bid Security

- 7.1. Each Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent (5%) of Bidders maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.
- 7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh (7) day after the Effective Date of the Agreement or the forty-fifth (45) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids

which are not competitive will be returned within seven (7) days after the bid opening.

8. Contract Times

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

9. Liquidated Damages

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of acceptance of bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

The bidder must also agree to liquidated damages in accordance with Section 108 of the current New York State Department of Transportation Standard Specifications as of the date of advertisement per calendar day beyond the completion date specified in the executed Agreement between the Contractor and County.

10. Substitute and "Or-Equal" Items

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

11. Subcontractors, Suppliers and Others

- 11.1. The identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days of Notice of Award submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required.

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

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

- 11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to

the OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

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

12. Bid Form

- 12.1. The Bid Form and the Bid Summary Form (where applicable) are included with the Bidding documents; additional copies may be obtained from Engineer (or issuing office).
- 12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 12.3. Bids by corporations must be executed in the corporate name by the president or vice president (or corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5. All names must be typed or printed in black ink below the signature.
- 12.6. The Bid shall contain acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7. The address and telephone number for communications regarding the Bid must be shown.
- 12.8. All documents set forth in the Bidders Checklist must be submitted with bid.

13. Submission of Bids

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

14. Modification and Withdrawal of Bids

- 14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are submitted at any time prior to the opening of Bids.
- 14.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the OWNER and ENGINEER prior to the awarding of the

contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid; and (5) it is possible to place the OWNER in status quo ante.

15. Opening of Bids

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

16. Bids to Remain Subject to Acceptance

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

17. Award of Contract

- 17.1. To the fullest extent permitted by law OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract times with the Successful Bidder.
- 17.2. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.3. In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, lump sum price and other data, as may be requested in the Bid form or prior to Notice of Award.
- 17.4. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major

item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.

- 17.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 17.6. If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the project.
- 17.7. If the contract is to be awarded, OWNER will give successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

18. Contract Security

When successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bond.

19. Signing of Agreement

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

20. Pre-Bid Conference

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

21. Lobbying Activities on Federal Aid Contracts

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

22. Sales and Use Taxes

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

23. Non-Collusive Bidding Procedures

Each Bidder is required to comply with the requirement regarding non-collusive bidding procedures and shall submit the appropriate Non-Collusive Bidding Certification and

Non-Collusive Bidding Certification Bidder Information with the Bid. Knowledge of bid collusions or other questionable contract related practices shall be reported per the instructions contained in Reporting Violations of the Non-Collusive Bidding Procedures, Misconduct, or other Prohibited Contract Activities.

24. Disadvantaged/Minority/Women Business Enterprise Utilization Goals

The provisions for Disadvantaged Business Enterprise Utilization Goals are set forth in the Additional State and Federal Conditions herein. Each bidder must submit the Disadvantaged/Minority/Women's Business Enterprise Utilization Goals (D/M/WBE) form with its bid.

The DBE goal for this project is: 6%
There are no M/WBE goals for this project.
There are no SDVOB goals for this project.

25. Equal Employment Opportunity Participation Goals

The provisions for Equal Employment Opportunity Participation Goals are set forth in the Additional State and Federal Conditions herein.

26. Schedule for Bid and Award of Contract

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

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

27. Prevailing Wages

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

28. Federal Aid Contract

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

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

29. Delegation of Authority

Where reference is made to New York State, Commissioner of Transportation, State Department of Transportation Officials and Employees, etc., either in these specifications or the NYSDOT Standard Specification, Construction and Materials it shall mean the appropriate Montgomery County Official.

Montgomery County or its authorized representative shall make all final interpretations of any questions or

irregularities arising out of these specifications and the NYSDOT Standard Specification, Construction and Materials used on this project.

Under subsequent sections of this document the term "OWNER" shall mean Montgomery County and being the governmental unit whose name is given on the Contract Document cover.

30. Insurance Requirements

The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- (b) Motor Vehicle Liability Insurance: A policy or policies with the limits of not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any motor vehicle for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any motor vehicle.
- (c) Umbrella/Excess Liability Insurance: A policy or policies with Umbrella/Excess Coverage with limits of not less than:
Liability For: Combined Single Limit
All Other Circumstances: \$3,000,000
- (d) Commercial General Liability Insurance: A policy or policies of comprehensive all-risk insurance with limits of not less than:
Liability For: Combined Single Limit
Property Damage: \$1,000,000 per occurrence / \$2,000,000 aggregate
Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate
Personal Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate
- (e) Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL)

Each policy of insurance required shall be of form and content satisfactory to the Montgomery County's Corporation Counsel.

- (a) Montgomery County shall be named as an additional named insured on all liability, policies. The bid name and/or number must appear on the policy.
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Montgomery County. It shall be automatically renewed upon expiration and continued in force unless Montgomery County is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Supervisor or his designee proof of issuance of all policies of insurance required by the contract to be

procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

Cemetery Drive Bridge Replacement over the South Chuctanunda Creek

Town of Florida, Montgomery County, New York

D036212, PIN 2754.54, BIN 3310200

The following information is available at the Office of the Owner and Engineer, as identified in the advertisement for bids, for inspection and review prior to the letting date. It is mutually understood that this data is independent information the Engineer and/or Owner has assembled, and the bidder shall assume the risk of its accuracy and that the information is not prepared or used as part of the contract plans and that Article 7 of the Agreement will apply. This information is not to be considered as a substitution or revision of that section of the standard specifications defining specifications and contract agreements.

By his/her signature on this proposal the bidder certifies that he/she has made himself aware of this availability, for his/her inspection and review prior to the letting date, of the information indicated below:

Available	Not Available	Information
	X	Utility Estimate Sheets with Names of Utility Officials
	X	Right of Way Plan
	X	Earthwork Cross Sections
	X	Earthwork Sheets
	X	Drainage Estimate Sheets
	X	Sign Face Layouts
X		Logs of Subsurface Exploration
	X	Tabulated Results of Probing
	X	Tabulated Depth to Bed Rock
X		Logs Showing Laboratory Description of Soil Samples
X		Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Granular Material Sources Report
	X	Record Plans
	X	SPDES Report/SWPPP
	X	Special Reports or Other Information (Identified Below)

BIDDER'S CHECKLIST

Cemetery Drive Bridge Replacement over the South Chuctanunda Creek
 Town of Florida, Montgomery County, New York
 D036212, PIN 2754.54, BIN 3310200

In order to submit a complete bid, Bidders must submit the following documents:

- _____ Bid Form: Page 14-17
- _____ Certified Copy of Resolution of Board of Directors (For Corporations): Page 18
- _____ Bid Sheets: Page 19-30
- _____ Lobbying Certifications: Page 34-35
- _____ Non-Collusive Bidding Certification: Page 39-41
- _____ Bid Bond or Certified Bank Check: Page 43-44
- _____ Affidavit of Worker's Compensation: Page 45
- _____ Certification of Compliance Iran Divestment Act: Page 46
- _____ D/M/WBE Utilization Goals: Page 47
- _____ Proof of Ability to do Work in NYS or Covenant to Obtain
 (Obtained from NY Department of State)

Also the following forms are due from the apparent responsible low bidder no later than 7 days after bid opening:

- _____ NYS Uniform Contracting Questionnaire with attachments (17 pages minimum)
- _____ The Contractor shall submit a complete D/M/WBE utilization package in EBO.

PLEASE DO NOT SUBMIT THE ENTIRE PROJECT MANUAL WITH YOUR BID. BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS CHECKLIST ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID FORM

PROJECT IDENTIFICATION: PIN 2754.54
 Cemetery Drive Bridge Replacement
 over the South Chuctanunda Creek
 Town of Florida, Montgomery County, New York

CONTRACT IDENTIFICATION: D036212

THIS BID IS SUBMITTED TO: Eric Mead
 Montgomery County DPW Commissioner
 6 Park Street
 Fonda, NY 12068

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

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

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

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

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

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

Montgomery County Department of Public Works
6 Park Street
Fonda, NY 12068
Attn. Eric Mead, Commissioner

8. Terms used in this Bid will have the meanings indicated in the Instructions.

SUBMITTED on _____ 2022.

CONTRACTOR _____
(Signature of Authorized Representative)

(Print Name)

(Title)

BIDDER INFORMATION SHEET

NAME OF BIDDER: * _____

ADDRESS: _____

PHONE NUMBER: _____

TYPE OF ENTITY: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: _____

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS: _____

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF
THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL
BUSINESS LAW MUST BE ATTACHED.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

(NAME OF CORPORATION)

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

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

the following project:

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

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

(NAME OF CORPORATION)

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

By _____

Title _____

(SEAL)

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

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK
D036212, PIN 2754.54, BIN 3310200**

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
201.06	1	CLEARING AND GRUBBING				
		LUMP SUM				
202.120001	1	REMOVING EXISTING SUPERSTRUCTURES				
		LUMP SUM				
202.19	75	REMOVAL OF SUBSTRUCTURES				
		PER CUBIC YARD				
203.02	35	UNCLASSIFIED EXCAVATION AND DISPOSAL				
		PER CUBIC YARD				
203.03	395	EMBANKMENT IN PLACE				
		PER CUBIC YARD				

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK
D036212, PIN 2754.54, BIN 3310200**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
203.21	120	SELECT STRUCTURAL FILL				
		PER CUBIC YARD				
206.01	1,000	STRUCTURE EXCAVATION				
		PER CUBIC YARD				
206.0201	215	TRENCH AND CULVERT EXCAVATION				
		PER CUBIC YARD				
207.27	100	PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN				
		PER SQUARE YARD				
209.13	450	SILT FENCE - TEMPORARY				
		PER LINEAR FOOT				

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK
D036212, PIN 2754.54, BIN 3310200**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
304.12	55	SUBBASE COURSE, TYPE 2				
		PER CUBIC YARD				
402.128304	26	12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION				
		PER TON				
402.198904	13	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION				
		PER TON				
402.378904	19	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION				
		PER TON				
407.0103	21	STRAIGHT TACK COAT				
		PER GALLON				

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TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK
D036212, PIN 2754.54, BIN 3310200**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
490.30	195	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE				
		PER SQUARE YARD				
551.012053	370	STEEL H-PILES (HP 12X53)				
		PER LINEAR FOOT				
551.13	1	FURNISHING EQUIPMENT FOR DRIVING PILES				
		LUMP SUM				
553.020001	1	COFFERDAM (TYPE 2)				
		EACH				
553.020002	1	COFFERDAM (TYPE 2)				
		EACH				

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
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D036212, PIN 2754.54, BIN 3310200**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
555.09	106	CONCRETE FOR STRUCTURES, CLASS HP				
		PER CUBIC YARD				
556.0203	20,900	GALVANIZED BAR REINFORCEMENT FOR STRUCTURES				
		PER POUND				
556.03	560	STUD SHEAR CONNECTORS FOR BRIDGES				
		EACH				
557.0109	165	SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - TYPE 9 FRICTION				
		PER SQUARE YARD				
557.2009	46	STRUCTURAL APPROACH SLAB WITH INTEGRAL WEARING SURFACE - TYPE 9 FRICTION				
		PER SQUARE YARD				

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D036212, PIN 2754.54, BIN 3310200**

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ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
558.02	180	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE				
		PER SQUARE YARD				
559.01	1,805	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS				
		PER SQUARE FOOT				
564.0501	1	STRUCTURAL STEEL, TYPE 1				
		LUMP SUM				
564.20010008	49,400	HOT-DIP GALVANIZING OF STRUCTURAL STEEL				
		PER POUND				
568.51	166	STEEL BRIDGE RAILING (FOUR RAIL)				
		PER LINEAR FOOT				

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BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
568.70	128	TRANSITION BRIDGE RAILING				
		PER LINEAR FOOT				
603.6009	25	REINFORCED CONCRETE PIPE CLASS III, 36 INCH DIAMETER				
		PER LINEAR FOOT				
606.10	18	BOX BEAM GUIDE RAILING				
		PER LINEAR FOOT				
606.120201	4	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA				
		EACH				
610.1402	26	TOPSOIL - ROADSIDE				
		PER CUBIC YARD				

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK
D036212, PIN 2754.54, BIN 3310200**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
610.1601	235	TURF ESTABLISHMENT - ROADSIDE				
		PER SQUARE YARD				
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL				
		LUMP SUM				
619.04	3	TYPE III CONSTRUCTION BARRICADES WITH LIGHTS				
		EACH				
619.0501	1	TEMPORARY STRUCTURES AND APPROACHES NO 1				
		LUMP SUM				
619.1711	250	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)				
		PER LINEAR FOOT				

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BROUGHT FORWARD _____

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			DOLLARS	CENTS	DOLLARS	CENTS
619.1719	2	WARNING LIGHTS ON TEMPORARY POSITIVE BARRIERS				
		EACH				
620.04	90	STONE FILLING (MEDIUM)				
		PER CUBIC YARD				
620.05	660	STONE FILLNG (HEAVY)				
		PER CUBIC YARD				
620.0801	210	BEDDING MATERIAL, TYPE 1				
		PER CUBIC YARD				
625.01	1	SURVEY OPERATIONS				
		LUMP SUM				

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
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D036212, PIN 2754.54, BIN 3310200**

BROUGHT FORWARD _____

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			DOLLARS	CENTS	DOLLARS	CENTS
627.50140008	58	CUTTING PAVEMENT				
		PER LINEAR FOOT				
637.11	5	ENGINEER'S FIELD OFFICE - TYPE 1				
		PER MONTH				
646.23	16	LARGE SNOWPLOWING DELINEATOR				
		EACH				
646.32	8	STEEL POST, 2.0 LB/FT				
		EACH				
647.61	5	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED - SIZE I (UNDER 30 SF)				
		EACH				

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
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D036212, PIN 2754.54, BIN 3310200**

BROUGHT FORWARD _____

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			DOLLARS	CENTS	DOLLARS	CENTS
697.03	66,000	FIELD CHANGE PAYMENT	1	00	66,000	00
		ONE DOLLAR AND ZERO CENTS				
		DOLLARS AND/OR CENTS				
698.04	100	ASPHALT PRICE ADJUSTMENT	1	00	100	00
		ONE DOLLAR AND ZERO CENTS				
		DOLLARS AND/OR CENTS				
698.05	250	FUEL PRICE ADJUSTMENT	1	00	250	00
		ONE DOLLAR AND ZERO CENTS				
		DOLLARS AND/OR CENTS				
698.06	100	STEEL/IRON PRICE ADJUSTMENT	1	00	100	00
		ONE DOLLAR AND ZERO CENTS				
		DOLLARS AND/OR CENTS				
699.040001	1	MOBILIZATION				
		CANNOT EXCEED 4% - SEE SPECIFICATIONS				
		LUMP SUM				

**CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE SOUTH CHUCTANUNDA CREEK
TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK
D036212, PIN 2754.54, BIN 3310200**

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ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
TOTAL OR GROSS SUM WRITTEN IN WORDS:			\$_____			

CERTIFICATION FOR FEDERAL AID CONTRACTS

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

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

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

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

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL.

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Approved by
OMB
0348-0046

Reporting Entity: _____ Page _____ Of _____

Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

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

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

Non-collusive bidding certification.

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

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

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

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

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

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

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

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

(A) 2

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

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

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

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

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

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

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

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

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

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.
6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.

Date:

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

BY: _____
(Signature of Person Representing Above)

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

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

of the _____, and that he/she is the _____

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

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

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

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____

Street or P. O. Box No. _____

City _____

State _____

ZIP _____

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address: _____

Secretary's Name & Address: _____

Treasurer's Name & Address: _____

If Bidder is a Partnership:

Partner's Name & Address: _____

Partner's Name & Address: _____

If Bidder is a Sole Proprietorship:

Owner's Name & Address: _____

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

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

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

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

BID BOND

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

BIDDER *(Name and Address):*

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

OWNER *(Name and Address):*

BID

Bid Due Date: As Noted in the Invitation to Bidders

Description: Cemetery Drive Bridge Replacement over South Chuctanunda Creek

BOND

Bond Number:

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

Penal sum _____	\$	_____
(Words)		(Figures)

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

BIDDER

SURETY

_____ Bidder's Name and Corporate Seal	(Seal)	_____ Surety's Name and Corporate Seal	(Seal)
---	--------	---	--------

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Montgomery

of _____

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

Signed: _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Notary Public

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

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

During the term of the Contract, should the Municipality receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Municipality will offer the person or entity an opportunity to respond. If the person or entity 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 the Municipality shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

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

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

Signed

SWORN to before me this

_____ day of _____

20____

Notary Public: _____

DISADVANTAGED/MINORITY/WOMENS BUSINESS ENTERPRISE (D/M/WBE) UTILIZATION GOALS

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) Utilization, Refer to 102-12 of the Standard Specifications.

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>6%</u>	(Federal Aid Only)
Minority Business Enterprise (MBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)
Women's Business Enterprise (WBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)

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

NYS Department of Transportation
Office of Civil Rights
Sixth Floor
Albany, NY 12232
(518) 457-1129
<https://www.dot.ny.gov/main/business-center/civil-rights>

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

Empire State Development Corporation
Office of Minority and Women's Business Development
30 South Pearl Street, Albany, NY 12245
(518) 292-5250
www.esd.ny.gov/MWBE.html
www.empire.state.ny.us

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of the Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for the D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer

(Name)

(Title)

Telephone Number

() _____

RETURN THIS PAGE WITH BID

D/M/WBE PRE-AWARD UTILIZATION PACKAGE

Within seven (7) calendar days after bid letting, the Apparent Low Bidder shall submit a complete D/M/WBE Pre-Award Utilization Package, as outlined per section 102-12 H of the NYSDOT Specifications. <https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc>.

This package shall be submitted to NYSDOT through the EBO software.
<https://www.dot.ny.gov/dotapp/ebo>

If the contractor does not have an EBO account, they are directed to obtain an account. Instructions for obtaining a login can be found on the Department's website here: <https://www.dot.ny.gov/dotapp/ebo/instructions> . The processing time to obtain a login is included in the seven (7) calendar day period therefore; the contractor shall work on obtaining the necessary DBE data upon identification of being the apparent low bidder at the project letting. Obtaining an EBO login is free; however there is a onetime \$75 training fee. **All contractors on the project site and their subs must have EBO access.**

If an EBO account is not obtained prior to seven (7) calendar days of the bid opening, the AAP-10 forms must be completed and submitted to the municipality and engineer for forwarding onto NYSDOT. https://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-repository/AAP_10.pdf

If the DBE goals cannot be met within the 7 day time frame, your bid may be dismissed at the discretion of the owner.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:		
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation	
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized	
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration	
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established	
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?	
g) <input type="checkbox"/> Other	Date Established	
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:		
<input type="checkbox"/> United States	State	
<input type="checkbox"/> Other	Country	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)* ☐ Yes ☐ No

Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity

Firm/Company Address

Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm? ☐ Yes ☐ No

Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company
---	----------------------------------

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)* ☐ Yes ☐ No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
----------------	------------------------------	---------------------------------------

Affiliate Address

Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate? ☐ Yes ☐ No

Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company
---	----------------------------------

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)* ☐ Yes ☐ No

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture
--------------------	----------------------------------	---------------------------------------

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

<p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <u>Federal</u>, state or local health laws, rules or regulations; <u>Federal</u>, state or local environmental laws, rules or regulations; Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; Any labor law or regulation, which was deemed willful; Employee Retirement Income Security Act (ERISA); <u>Federal</u>, state or local human rights laws; <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ul style="list-style-type: none"> (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY			
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>			
9.4 What is the <u>Business Entity's</u> Bonding Capacity?			
a. Single Project		b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:			
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales	
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)			
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount	
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)			

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

If "Yes," indicate the question number(s) and explain the basis for the claim.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the ____ day of _____ in the year 20__ by and between,
 _____ (hereinafter called OWNER) and
 _____ (hereinafter called the CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

Cemetery Drive Bridge Replacement over the South Chuctanunda Creek

ARTICLE 2 – ENGINEER

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

ARTICLE 3 – CONTRACT TIME

- 3.1. The Work will be substantially completed **150** calendar days from Notice to Proceed and completed and ready for final payment on or before **October 31, 2023**.
- 3.2. Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER when the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 "Schedule of Liquidated Damages" included below. If Section 108-03 and/or Table 108-1 are amended during the project, the amended provision shall control. The Reference to the "Commissioner of Transportation" shall be read to mean OWNER.

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

ARTICLE 4 – CONTRACT PRICE

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

- 4.1. For lump sum items, payment will be based on the price bid and made in accordance with the specification. For all Unit Price items, the payment will be made based upon the bid unit price, for each separately identified unit price item, multiplied by the estimated quantity of that item as indicated in the Bid Sheets.

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

- 4.2. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the ENGINEER.

ARTICLE 5 – PAYMENTS

- 5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the number of units completed.

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

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

- 5.2. The final payment shall be made upon final completion and acceptance of the work by the OWNER and as recommended by the ENGINEER.

ARTICLE 6 – INTEREST

All monies not paid when due shall bear interest at the statutory rate of New York State.

ARTICLE 7 – CONTRACTOR REPRESENTATIONS

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

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including “technical data.”
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and will comply with all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR’S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5. CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to the CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

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

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. All technical specification as set forth in the Table of Contents
- 8.5. Drawings consisting of a cover sheet and sheets numbered 2 through 45, inclusive with each sheet bearing the following general title: Cemetery Drive Bridge Replacement over the South Chuctanunda Creek; **PIN 2754.54**
- 8.6. Addenda numbers _____ to _____, inclusive
- 8.7. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.8. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.9. Additional State and Federal Conditions
- 8.10. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.11. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents.

ARTICLE 9 – MISCELLANEOUS

- 9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- 9.3. The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and unenforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5. OTHER PROVISIONS: IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on _____ 20_____

OWNER _____

CONTRACTOR _____

By: _____

By: _____

[COPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices

Address for giving notices

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

License No. _____

Agent for services of process: _____

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

ACKNOWLEDGMENT OF COUNTY*(a)**(b) State of New York} ss**(c) Montgomery County} ss*

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared **Eric Mead, as Montgomery County Department of Public Works Commissioner**, Montgomery County, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and that said _____ duly acknowledged to me that he executed the same pursuant to the power and authority vested in them by Montgomery County, and that by their signature on the instrument he/she executed the instrument pursuant to the authority vested in them.

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR*State of _____} ss**County of _____} ss*

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

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

Notary Public

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address)

CONSTRUCTION CONTRACT

Date: _____ Amount: _____

Description (Name and Location):

BOND

Date (not earlier than Construction Contract Date): _____ Amount: _____

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: _____ Signature: _____

Name and Title:

Name and Title:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: _____ Signature: _____

Name and Title:

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given to the Contractor to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance

Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions.
 - 15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

Construction Performance Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date: Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Construction Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
 3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract.
- To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)

- A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING(FHWA 1273 Section XI)

- A. The prospective bidder 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 federally 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.
- B. 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 and not more than \$100,000 for each such failure.
- C. The prospective bidder 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 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

“Knowingly” is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

**NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)**

1. By submission of this bid:

(a) 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 its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

**STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID
PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL
SPECIFICATIONS ARE USED.**

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"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."

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

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

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

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

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

**US DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE**

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED
IN EACH BID PROPOSAL.**

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals 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, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	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	Table	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	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will

have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical

area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such

labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

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

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

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

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

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

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

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

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

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

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

and

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

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

III. NONSEGREGATED FACILITIES

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

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

contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If

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

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

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

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

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

particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-

aid construction contracts and to all related subcontracts.

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First

Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered

Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective

participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,"

without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion--Lower Tier Participants:

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

a. To the extent that qualified persons

regularly residing in the area are not available.

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

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

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

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

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any

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

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

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

SPECIAL NOTE

NYSDOL STATE PREVAILING WAGE RATES

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

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page and entering the Prevailing Rate Case No. (PRC#). The PRC# is 2022002793. The wage rate schedule for this project can be found at the following link: <https://applications.labor.ny.gov/wpp/showFindProject.do?method=showIt>

FEDERAL DAVIS BACON WAGES

Federal Davis Bacon Wages also apply to this project. They may be obtained at <http://www.wdol.gov/dba.aspx>. A Copy of the prevailing wage rate schedule is also included herein.

"General Decision Number: NY20220046 02/25/2022

Superseded General Decision Number: NY20210046

State: New York

Construction Types: Heavy and Highway

County: Hamilton County in New York.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022

ASBE0040-001 05/01/2020

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.....	\$ 36.36	22.76

HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials, whether they contain asbestos or not from mechanical systems.....	\$ 36.36	22.76
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BOIL0197-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 38.59	26.00

BRNY0002-001 07/01/2018

ALBANY CHAPTER

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer, Stonemason & Cement Mason.....	\$ 33.82	19.95
Cement Mason/Concrete Finisher HEAVY & HIGHWAY.....	\$ 37.23	19.51
Marble, Tile & Terrazzo Finisher.....	\$ 25.59	16.34
Marble, Tile Layer & Terrazzo Worker.....	\$ 32.59	19.05

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

CARP0291-004 07/01/2021

	Rates	Fringes
CARPENTER HEAVY AND HIGHWAY CONSTRUCTION.....	\$ 34.52	23.55

ELEC0236-003 06/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 42.70	28.70

ELEC1249-003 05/04/2020

	Rates	Fringes
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ELECTRICIAN (LINE

CONSTRUCTION: LIGHTING AND

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

Flagman.....	\$ 27.72	6.75%+33.90
Groundman (Truck Driver)....	\$ 36.96	6.75%+33.90
Groundman Truck Driver (tractor trailer unit).....	\$ 39.27	6.75%+33.90
Lineman & Technician.....	\$ 46.20	6.75%+33.90
Mechanic.....	\$ 36.96	6.75%+33.90

FOOTNOTE:

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

ELEC1249-004 05/03/2021

	Rates	Fringes
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ELECTRICIAN (Line
Construction)

Overhead and underground
distribution and
maintenance work and all
overhead and underground
transmission line work
including any and all
fiber optic ground wire,
fiber optic shield wire or
any other like product by
any other name
manufactured for the dual
purpose of ground fault
protection and fiber optic
capabilities :

Flagman.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Groundman Truck driver.....	\$ 43.76	7%+34.40
Lineman and Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40

Substation:

Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40

Mechanic.....	\$ 43.76	7%+34.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

FOOTNOTE:

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

ELEC1249-008 01/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction) TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 34.78	3%+5.14
Groundman.....	\$ 17.50	3%+5.14
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 33.01	3%+5.14
Tree Trimmer.....	\$ 27.36	3%+9.98

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

ENGI0106-001 07/01/2018

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

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

Winch, Winch Cat

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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

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

ENGI0106-002 07/01/2018

BUILDING

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 43.79	25.70+a
GROUP A.....	\$ 43.30	25.70+a
1.....	\$ 45.04	25.70+a
2.....	\$ 46.04	25.70+a
GROUP B.....	\$ 42.28	25.70+a
GROUP C.....	\$ 39.38	25.70+a

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING):

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums:

- 1 over 150' - \$1.00
- 2 over 200' - \$2.00

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

GROUP B: Backhoe, (rubber-tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller

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

IRON0012-009 07/01/2019

BENSON, HOPE, WELLS TOWNSHIPS

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-up.....	\$ 31.80	28.59
Sheeter.....	\$ 31.80	28.59
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcing, Stone Derrickmen.....	\$ 31.55	28.59

IRON0440-001 01/01/2019

REMANINDER OF COUNTY

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman.....	\$ 28.25	25.94

LAB00035-007 07/01/2017

	Rates	Fringes
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LABORER

BUILDING CONSTRUCTION:

(Hazardous waste removal
includes,

wetting,stripping,
removal, scrapping,
vaccuuming, bagging and
disposing of all

insulation materials,
wheather they contain

asbestos or not, from

mechanical systems).....\$ 24.00 20.64+a

Asbestos Removal.....\$ 24.00 20.64+a

Blasters, Form Setters,

Motor Buggy Operator

(Rider Type).....\$ 23.00 20.64+a

Laborers.....\$ 22.50 20.64+a

Pipelayers, Motor Mixers,

Motor Buggy Operator

(Walk Behind) Power Lift

(Walk Behind).....\$ 22.65 20.64+a

Wagon Drill Operator.....\$ 22.90 20.64+a

HEAVY & HIGHWAY

CONSTRUCTION:

GROUP 1:.....\$ 28.05 23.74+a

GROUP 2:.....\$ 28.25 23.74+a

GROUP 3:.....\$ 28.45 23.74+a

GROUP 4:.....\$ 28.65 23.74+a

GROUP 5:.....\$ 24.00 20.64+a

FOOTNOTE:

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

HEAVY AND HIGHWAY CONSTRUCTION

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin,
Concrete Bootman, Gin Buggy, Hand or Machine Vibrator,
Jackhammer, Mason Tender, Mortor Mixer, Pavement Breaker,
Handlers of all steel mesh, Small generators for laborers's
tools, Installation of bridge drainage; Pipelayers,
Vibrator type rollers, Tamper, Drill doctor, Tail or Screw
Operator on asphalt paver, water pump operator (1 1/2" and
single diaphram), Nozzle (aphlat, gunnite, seeding
and sand blasting), Laborers on chain link fence erection,
Rock splitter and power unit, Pusher type concrete saw and
all other gas, electric, oil, and Air tool operators,
Wrecking laborers

GROUP 3: All rock or drilling machine operators (except
quarry master amd similar type), Acetylene torch operators,
and Asphalt paver, Powerman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb
setters

GROUP 5: Hazardous waste removal

	Rates	Fringes
GLAZIER.....	\$ 34.35	19.72

PAIN0201-005 05/01/2019		

Zone #2

	Rates	Fringes
Painters:		
Lead Abatement Workers,		
Structural Steel.....	\$ 30.09	16.65
Painters, Drywall		
Finishers, Spray.....	\$ 29.09	16.65

PAIN0806-006 10/01/2014		

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 48.75	35.63

PLUM0007-002 05/01/2021		

TOWNS OF ARIETTA, BENSON, HOPE, INDIAN LAKE, LAKE PLEASANT,
MOREHOUSE AND WELLS

	Rates	Fringes
Plumber and Steamfitter.....	\$ 45.25	27.53

PLUM0112-002 05/01/2021		

INLET TOWNSHIP

	Rates	Fringes
PLUMBER		
Northern Zone.....	\$ 38.00	30.10

PLUM0773-004 05/01/2020		

	Rates	Fringes
Plumber and Steamfitter.....	\$ 39.30	31.38

ROOF0241-001 07/01/2021		

	Rates	Fringes
ROOFER.....	\$ 32.05	21.52

SFNY0669-001 01/01/2022		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.96	25.91

SHEE0083-002 06/01/2019		

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

TEAM0317-001 07/01/2019

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 26.50	25.56+a
GROUP 2.....	\$ 26.70	25.56+a

FOOTNOTE: a. Paid Holidays: New Years Day; Memorial Day; Independence Day; Laobr Day; Thanksgiving Day; Christmas Day

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

INCORPORATION OF NYSDOT STANDARD SPECIFICATIONS

NYSDOT STANDARD SPECIFICATIONS

- Except as modified herein, the current Edition of the Standard Specifications, Construction and Materials (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Notice to Bidders is advertised, hereinafter referred to as the NYSDOT Standard Specifications, shall govern the work to be done where referred to on the plans and in these specifications. If a conflict exists between the NYSDOT Standard Specifications and these Contract Documents, the NYSDOT Standard Specification shall govern.

BASIC MODIFICATIONS

- Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents pertaining to this contract.
- Unless otherwise described in the Contract Documents, neither the State of New York nor the NYSDOT are parties to this agreement.
- Where the Deputy Chief Engineer (DCE) for any department is mentioned as an approving authority, the approving authority shall be changed to the “Engineer of Record” defined as the Engineer that has signed and sealed construction plans and specifications.
- In the Materials subheadings of the Technical Specifications of the contract documents and the latest edition of the NYSDOT Standard Specifications, the following shall apply:
 - Any references to materials testing by the Department or its representative shall be interpreted to mean by the Contractor, the Owner or its representative. This interpretation also applies to any testing or sampling to be obtained in the presence of a Department representative.
- Any reference to NYSDOT Standard Specifications is limited in scope to technical engineering and construction work, materials, details, procedures, etc. All references to the State or the NYSDOT or administrative officers or employees thereof are null and void with respect to legal or contractual responsibilities.

Post Award Forms

PROJECT: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____

OWNER'S Contract No. _____

CONTRACTOR _____ ENGINEER Greenman-Pedersen, Inc (GPI)

You are directed to make the following changes in the Contract Documents.

Description: _____

Reason for Change Order: _____

Attachments: _____

CHANGE ORDER IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times
\$ _____	Substantial Completion: _____ (days or dates)
Net changes from previous Change Orders No. _____ to _____	Net changes from previous Change Orders No. _____ to _____
\$ _____	\$ _____ days
Contract price prior to this Change Order:	Contract Times prior to this Change Order
\$ _____	Substantial Completion: _____
Net increase (decrease) of this Change Orders	Net increase (decrease) of this Change Orders
\$ _____	_____ days
Contract price with all approved Change Orders:	Contract Times with all approved Change Orders
\$ _____	Substantial Completion: _____

This change order represents full and complete compensation for all costs relative to the change itself and all other impacts on the project. Contractor hereby acknowledges that it has considered and priced into this change order impacts beyond the scope of the individual change order and waives all claims otherwise.

RECOMMENDED:	APPROVED:	ACCEPTED:
BY: _____ Engineer (Authorized Signature)	BY: _____ Owner (Authorized Signature)	BY: _____ Contractor (Authorized Signature)

Date: _____	Date: _____	Date: _____
-------------	-------------	-------------

ACCEPTED:

BY: _____ NYSDOT (Authorized Signature)
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Date: _____

EJCDC NO. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

NOTICE OF AWARD

Dated: _____, 20 ____

TO: _____

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 20__ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for _____

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price
of your contract is _____ Dollars (\$ _____).
(figures)

[Insert appropriate data in re Unit Prices. Change language for Cost-Plus contracts.]

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20__.

1. You must deliver to the OWNER fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page (pages ____).
2. You must deliver with the executed Agreement the contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18).

3. (List other conditions precedents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement the Contract Documents attached.

(OWNER)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

COPY to ENGINEER
(Use Certified Mail.
Return Receipt Requested)

NOTICE TO PROCEED

Dated: _____, 20 ____

TO: _____

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on ___, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are ___, 20___ and ___, 20___.

Before you may start any Work, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

(OWNER)By: _____
(AUTHORIZED SIGNATURE)_____
(TITLE)**ACCEPTANCE OF AWARD**By: _____
(CONTRACTOR)_____
(AUTHORIZED SIGNATURE)_____
(TITLE)_____
(DATE)

Copy to ENGINEER
 (Use Certified Mail,
 Return Receipt Requested)

Technical Specifications

GENERAL SPECIAL NOTES
CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE CHUCTANUNDA CREEK

A. EXISTING PRIVATE PROPERTY MARKERS:

The Contractor's attention is directed to the fact that any existing iron pins, stakes, survey monuments or other markers defining property lines which may be disturbed during construction, shall be properly tied into fixed reference points before being disturbed and accurately reestablished to their proper position upon completion of the work. The cost of survey to tie and reestablish property marker locations shall be included in the lump sum price bid for item 625.01 – Survey and Stakeout.

B. ITEM 625.01 – SURVEY AND STAKEOUT

In addition to the proposed work required under Item 625.01 – Survey and Stakeout, the Contractor may also be required to provide for the specific layout of existing and proposed roadway boundaries for use by the utility companies if they are performing utility relocations within the Contract limits. The price bid for Item 625.01 – Survey and Stakeout, shall include all work necessary for the survey and stakeout required for the utility relocations.

C. COORDINATION WITH EMERGENCY RESPONSE SERVICES:

The volunteer emergency response services servicing this area shall be given a minimum of two (2) weeks advance notice of changes in all traffic patterns, including lane closures, necessary to meet construction requirements. Such other agencies including school districts, disaster relief, etc. shall be notified by published notice prior to the inception of any changes in the traffic patterns. The Contractor shall notify the Engineer in a timely manner of any changes in the traffic patterns so the Engineer can make advance notifications.

D. COORDINATION WITH OTHER CONSTRUCTION CONTRACTS

The Contractor shall be aware of any other construction contracts within the area which may be occurring along City, County or State highways. The Engineer will maintain contact with those projects. The Engineer shall coordinate closures between the projects. Any cost due to work modifications shall be included in other items of work.

E. CONTRACTOR SUBMITTALS

The Contractor shall include a Letter of Transmittal, which includes a uniquely identifiable transmittal number for each transmittal being sent, on all submittals to the City. All shop drawing transmittals shall also carry a uniquely identifiable transmittal number and letter from the Contractor.

F. WINTER SHUTDOWN

Prior to a winter shutdown (if necessary), the Contractor shall be required to do the following:

1. Provide asphalt wedges, with suitable bond breakers at all locations there is a difference in the elevation between asphalt courses. Payment shall be included under Item 619.01 – Work Zone Traffic Control.
2. No delineation devices (i.e. Reflectorized plastic drums, traffic cones, etc.) shall be left in place during winter shutdown. All drop-offs shall be graded to 1 on 4 slopes or as directed by the Engineer.
3. Provide full pavement delineation using Reflectorized pavement marking paint, conforming to Section 640 of the Standard Specifications. Payment shall be included under Item 619.01 – Work Zone Traffic Control.

GENERAL SPECIAL NOTES

CEMETERY DRIVE BRIDGE REPLACEMENT OVER THE CHUCTANUNDA CREEK

G. MATERIAL STOCKPILES

The Contractor shall not stockpile earth or other materials in a manner conducive to erosion, or in areas likely to cause high turbidity runoff during storm events. All exposed soils shall be re-vegetated in a timely manner to further reduce potential erosion effects.

H. MATERIAL DISPOSAL

The Contractor is advised there are no disposal sites within the project available for disposal of excess material. The Contractor shall remove all excess material from the site. Any material stockpiled awaiting disposal shall be stockpiled in upland areas, and be suitably stabilized so that it cannot re-enter any waterway or wetland.

I. EROSION CONTROL DEVICES

The Contractor shall ensure that all synthetic erosion control devices, which are intended for temporary use during construction, are completely removed and properly disposed of after site stabilization has occurred. Only natural fiber materials, which will degrade over time, may be used as permanent measures, or if used temporarily may be abandoned in place.

J. ITEM 610.1601 – TURF ESTABLISHMENT - ROADSIDE

Seeding is required for long term stabilization as determined by the Engineer.

The Contractor's attention is alerted to the added requirements and stipulations of this Item. The price per square yard of Seed and Mulch – Temporary, includes all cost associated with being able to provide a quality mulch cover, spread in a uniform layer to protect the existing soil layer. Mulching of areas larger than 120 square yards must be completed using mechanical spreaders or blowers, and tacking of the mulch will be required to hold it in place.

Under no condition shall any area of unprotected erodible earth material exposed by clearing and grubbing, excavation, fill or other work within the ROW be left in an unprotected condition for a period greater than 2 days unless according to the Contractor's schedule submitted to the Engineer, the Contractor plans to resume work on that portion of the area within 14 days from which the activity temporarily ceased. However, any portion of an area on which clearing and grubbing, excavation, fill or other work within the ROW had permanently ceased shall be stabilized by either temporary or permanent means. The Contractor will also be aware of impending weather conditions and the need to apply mulch on areas that work is progressing in order to meet the requirements of Section 209 of the Standard Specifications.

Mulching on this project is the primary erosion prevention method to be used. It is included to satisfy permit conditions and other Regulations needed to complete the work proposed in this project. Mulching plays a major role in maintaining the water quality of water bodies and wetlands.

SPECIAL NOTE
EMERGENCY CONTACTS

The Contractor shall employ, for the duration of the Contract a telephone answering service to meet the requirements stated in Section 107-05 of the Standard Specifications.

The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact Contractor personnel with the authority and capacity to mobilize forces to respond to an emergency.

The following action shall be taken after an emergency call is received.

A. During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time the answering service received the call.
2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact Montgomery County at (518) 853-3814 with the same information.
3. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Engineer or Montgomery County.

B. During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received the call. If the call initiated from a person or agency other than Montgomery County, the contractor shall immediately notify the Engineer of the situation and the action planned by contacting Greenman-Pedersen, Inc. at (518) 453-9431 and leaving a message.
2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
3. Follow-up call within two hours of the original call shall be made to the original caller, Montgomery County and to Greenman-Pedersen, Inc. advising the status of the emergency and the actions taken. At the same time, a message shall be left on the Engineer's field office answering machine with the same information.

**SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE
NO ANTICIPATED INVOLVEMENT**

PIN 2754.54

D036212

PLEASE NOTE ** The contractor shall be aware that overhead lines will be active and in proximity to the proposed bridge work. The contractor shall avoid impacting facilities during the placement of construction materials. Any necessary field changes that impact utility infrastructure shall be discussed with the Regional Utility Engineer and the affected utility company prior to implementation.

PLEASE NOTE ** Underground facilities are in close proximity to bridge work. The contractor shall complete all necessary potholes (as stated in provisions of 16 NYCRR Part 753) to avoid contact with existing underground facilities.

Utility facility adjustments and/or relocations are not anticipated for this project. If the Department determines that utility facility adjustments and/or relocations will be necessary, the provisions of Section 102-09 Other Contracts, Coordination and Access will apply.

Any such adjustments and/or relocations will be performed by the Utility owners and/or the state contractor upon direction by the State Engineer-In-Charge.

Suitable time frames for these additions shall be coordinated between the State, the Contractor, and the affected Utility.

The contractor is governed by and must adhere to the provisions of 16 NYCRR Part 753 (Protection of Underground Facilities).

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT ¹ CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER ²
Bituminous Stabilized Course	0.065 t PGB/yd ³	302.01
Asphalt Treated Permeable Base, Type 2	0.035 t PGB/t	402.01190X, 404.01190X
Shim Course	0.0825 t PGB/t	402.05890X, 404.05890X
6.3 Top Course	0.067 t PGB/t	402.06XXXX, 404.06XXXX
9.5 Top Course, T&L, Shoulder Course	0.062 t PGB/t	402.09XXXX, 402.41890X, 404.09XXXX, 404.41890X
12.5 Top Course, T&L, Shoulder Course	0.055 t PGB/t	402.12XXXX, 402.42890X, 404.12XXXX, 404.42890X
19 Binder Course	0.049 t PGB/t	402.19XXXX, 402.43890X, 404.19XXXX, 404.43890X
25 Binder Course	0.045 t PGB/t	402.25XXXX, 402.44890X, 404.25XXXX, 404.44890X
37.5 Base Course	0.040 t PGB/t	402.37XXXX, 404.37XXXX
Paver Placed Surface Treatment, Types A, B, and C	0.064 t PGB/t	415.0X0F0118
Micro-Surfacing, Quick-Set Slurry	0.078 t PGB/t	413.0X0F0118, 414.0X0F0118
Straight Tack Coat	0.0026 t PGB/gal	407.0103
Asphaltic Sealants (ASTM 6690)	0.0027 t PGB/gal	402.75XXXX18, 402.76XX0018
Chip Seal	0.0027 t PGB/gal	410.30, 410.02030006
Asphalt Emulsion for Cold Recycling	0.0027 t PGB/gal	416.02XX00RR, 416.20XX00RR, 416.2X, 416.21XX00RR
Fog Seal and Dilute Tack Coat	0.0016 t PGB/gal	407.0102407.01XXXXRR, 410.40, 416.30, 416.040000RR, 416.300000RR
PG Binder for Cold Recycling	0.0043 t PGB/gal	416.22, 416.030000RR, 416.22000018
Asphaltic Sealant – Clean & Seal	0.00004 t PGB/LF 0.225 t PGB/LNMI	402.76XX0008, 412.76XX0001
Asphaltic Sealant – Treating Cracks	0.240 t PGB/LNMI	412.76040001
Asphaltic Sealant – Rout & Seal	0.00005 t PGB/LF 0.270 t PGB/LNMI	402.760100RR, 412.760100RR, 412.760300RR
Repair of HMA Pavement, Temporary Asphalt	See Note 4	633.14, 633.15, 633.16, 619.06xx
Truing and Leveling, Asphalt Sidewalks, Driveways, Bike Paths, Gutters	See Note 5	402.01790X, 402.01890X, 404.01790X, 404.01890X, 608.020102, 624.02XXXX
Waterproof Bridge Deck Overlay	0.0725 t PGB/t	402.907X0X18

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT¹ CONVERSION FACTORS

Notes:

1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay unit regardless of the actual contract pay item number.
3. Quality Adjustment Items (402/404/608/624) are not eligible for asphalt price adjustment.
4. Asphalt Price Adjustment Conversion Factor based on unit of TON of asphalt placed, not the pay unit of this item. The conversion factor for HMA Pavement Repair and Temporary Asphalt will be based on the actual asphalt mixture used.
5. The conversion factor for Truing and Leveling, Driveways, and other items that allow asphalt mix options, will be based on the actual asphalt mixtures used.
6. A two-digit suffix (RR) at the end of a contract pay item indicates a special specification.
7. The conversion factors for HMA mixed with slag shall be increased by 25%.
8. t = ton; LF = linear feet; LNMI = lane miles

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT ¹ CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER ²
Unclassified Excavation	0.35 gal/yd ³	203.02
Embankment	0.10 gal/yd ³	203.03, 620.XX
Fill	0.45 gal/yd ³	203.05, 203.06, 203.07, 203.08XX, 203.20, 203.21, 203.25
Controlled Low Strength Material	1.00 gal/yd ³	204.01, 204.02, 204.03, 204.04
Trench/Culvert/Structure Excavation	0.50 gal/yd ³	206.01, 206.0201
Bituminous Stabilized Course	1.40 gal/yd ³	302.01, 307.01
Subbase Course	1.00 gal/yd ³	304 Items
Asphalt Mixtures	2.50 gal/ton	402 Items ³ , 404 Items ³ , 405.01, 608.020102 ³ , 619.0601 ⁴ , 624.02XXXX ^{3,4} , 633.14 ^{3,4} , 633.15 ^{3,4} , 633.16 ^{3,4}
Milling	0.10 gal/yd ²	490 Items
Portland Cement Concrete Pavement	1.00 gal/yd ³	502 Items ³ , 503.1010, 503.1011, 503.1012
Fill Type Retaining Walls	0.45 gal/yd ³	554.30XX ⁵ , 554.31 ⁵ , 554.4X ⁵
Footing Concrete & Concrete for Structures – All classes	1.00 gal/yd ³	555 Items, 582.05
Approach Slabs	0.33 gal/yd ²	557.2001, 557.2002, 557.2003, 557.2009, 557.22
Structural Slabs with bottom formwork	0.25 gal/yd ²	557.01XX, 557.07, 557.30, 557.41XX
Structural Slabs - no bottom formwork	0.15 gal/yd ²	557.05XX, 557.09, 557.43XX
Class D and Overlay Concrete	0.05 gal/yd ²	557.13, 584 Items
Concrete Barrier, Type A	0.16 gal/ft	606.3001, 606.3021, 606.3031
Concrete Barrier, Type B	0.19 gal/ft	569.01, 606.3002, 606.3022, 606.3032
Concrete Barrier, Type C	0.22 gal/ft	606.3003, 606.3023, 606.3033
Concrete Barrier, Half Section	0.11 gal/ft	569.02, 569.06, 606.3004, 606.3024, 606.3034
Concrete Barrier, Single Slope	0.23 gal/ft	569.05, 569.07, 606.3041, 606.3043, 606.3044
Concrete Barrier Texas & Wide, Single Slope	0.28 gal/ft	569.08, 606.3051, 606.3053, 606.3054
Concrete Barrier Half Section, Single Slope	0.17 gal/ft	569.04, 606.3061, 606.3063, 606.3064
Vertical Faced Concrete Parapet	0.10 gal/ft	569.03
Gravel, Stone, Slag	1.00 gal/yd ³	411.01, 411.02, 411.03, 623.1X
Concrete Sidewalks and Driveways	1.00 gal/yd ³	608.01XX
Topsoil	0.45 gal/yd ³	610.10, 610.11XX, 610.14XX
Turf Establishment - Performance	0.05 gal/yd ²	610.16010020

US CUSTOMARY FUEL PRICE ADJUSTMENT**FUEL PRICE ADJUSTMENT¹ CONVERSION FACTORS****Notes:**

1. In accordance with Standard Specification §698-3.02, the index value for the fuel price adjustment is the posted price for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number.
3. Quality Adjustment Items (402/404/502/608/624) are not eligible for fuel price adjustment.
4. Fuel Price Adjustment Conversion Factor based on units of TONS of asphalt placed, not the pay units of this item.
5. Fuel Price Adjustment Conversion Factor based on units of CY of backfill paid under this item, not the pay units of this item.

SPECIAL NOTES
GREEN CONSTRUCTION REQUIREMENTS

ULTRALOW SULFUR DIESEL FUEL

In order to reduce diesel emissions, the Contractor shall use Ultra Low Sulfur Diesel (ULSD) fuel to operate all diesel engines used to complete the work that will operate for 10 hours or more on the contract site. ULSD fuel requirements shall apply to:

- All diesel engines/equipment.
- Stationary and mobile equipment.
- Owned, leased and rented equipment.

The hours the piece of equipment is used to complete the work is defined as the actual time the engine is running. The time may be continuous or discontinuous and includes warm-up periods idling, in traffic periods, etc.

The term “Contractor” is intended to mean both Prime Contractors and Subcontractors. Materials delivery vehicles not owned by the Contractor/Subcontractor are exempt from this requirement, but should minimize idling time at construction sites when ever possible.

The Contractor will be notified when any diesel powered construction equipment is in noncompliance. Non-compliance shall be corrected within a 24-hour period.

SPECIAL NOTES
GREEN CONSTRUCTION REQUIREMENTS

CONTROLLING EXPOSURE TO DIESEL EXHAUST

The Contractor shall exercise measures to protect “Sensitive Receptors” from the impacts of diesel exhaust fumes. Sensitive Receptors include, but are not limited to: hospitals, schools, daycare facilities, building fresh air or ventilation intakes, elderly housing or convalescent facilities. The Contractor shall ensure that diesel powered engines are located away from building air conditioners and windows.

The goal is to minimize exposure of Sensitive Receptors in close proximity to diesel exhaust, in terms of both concentration and time. In general, close proximity is defined as within 15 meters of a Sensitive Receptor. Mitigation techniques include positioning stationary equipment exhausts greater than 15 meters from Sensitive Receptors, extension of equipment exhausts through the use of flexible tubing; protecting building air intakes; and the use of moving operations.

Idling time for diesel powered equipment shall be limited to three consecutive minutes for Delivery and dump trucks and all other diesel powered equipment except as follows:

- When a “mobile source” (vehicle) is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control.
- When it is necessary to operate a loading, unloading or processing device.
- When the outdoor temperature is less than -3°C (27°F).
- When the “mobile source” is being repaired.

Arrow panels and portable variable message signs shall be solar powered wherever possible or practical.

Whenever possible and practicable, the Contractor shall establish staging areas for diesel powered vehicles waiting to load or unload materials at the work site. Such areas shall be located where diesel emissions have the least impact on Sensitive Receptors and the general public.

SPECIAL NOTES

GREEN CONSTRUCTION REQUIREMENTS

DUST CONTROL

The Contractor shall minimize dust from disturbed soil surfaces or other materials that can cause off-site damage, health hazards and traffic safety problems. Dusty conditions resulting from the Contractor's operations shall be corrected at no additional cost to the State. Buffer areas of vegetation should be left where practical. Water quality shall be considered when selecting materials for dust control. An approved dust palliative may be used in conformance with applicable conditions placed on its use. A list of acceptable dust palliatives is available at:

www.nysdot.gov/divisions/engineering/technical-services/geotechnical-engineering-bureau/dust-palliatives

For areas not subject to traffic, products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:

- Vegetative Cover—provides the most practical method of dust control.
- Mulch (including rolled erosion control products)—provides a fast, effective method of dust control.
- Spray Adhesives—Generally composed of polymers in a liquid or solid form mixed with water to form an emulsion that is sprayed on the soil surface. The mixing ratios and application rates will be in accordance with the manufacturer's recommendations for the specific soils on the site. Adhesives shall not be applied to wet soils or if there is a probability of precipitation within 48 hours.
- For areas subject to traffic (traveling public or construction traffic) products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:
- Water Sprinkling—The site may be sprayed with water until the surface is wet. This is especially effective on haul roads and access routes.
- Polymer Additives—Polymers shall be mixed with water and applied to the driving surface using mixing ratios and application rates in accordance with the manufacturer's recommendations. No application of the polymer will be made if there is a probability of precipitation within 48 hours of its proposed use. Any polymers must be used in accordance with the NYSDEC issued "Conditions for Use" and "Application Instructions." This information can be obtained from the NYSDEC website.
- Barriers—Woven geotextiles or stone can be placed on the driving surface to effectively reduce dust throw and particle migration on haul roads.
- Windbreak—A silt fence or similar barrier can control air currents at horizontal intervals equal to ten times the barrier height. Preserve existing vegetation that acts as a wind barrier as much as practical.
- Wheel Washing—Mechanical or manual wet-method cleaning of on-road construction vehicle tires prior to leaving site.

SPECIAL NOTE

SUPERPAVE HOT MIX ASPHALT PERFORMANCE SPECIFICATION

PG BINDER AND MIX DESIGN LEVEL

Use a **PG 64S-22** meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. Terminal blend Crumb Rubber Modifier (CRM) may be used to meet the stated requirements. Handling of the modified HMA shall be discussed at pre-construction and pre-paving meetings.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at a 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600µm sieve as tested in accordance with Section 5.4 of M 332.

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

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of **<0.3** Million 18-kip ESALs.

MOISTURE SUSCEPTIBILITY TESTING

Any HMA mix design where the primary aggregate component by weight is granite or crushed gravel will be subject to moisture susceptibility testing by the producer during design, unless this requirement is waived by the Regional Materials Engineer (RME). Tensile strength ratio (TSR) testing may be required by the RME when there is a change to the asphalt binder source. Moisture susceptibility will be determined by calculating the TSR of each specimen according to AASHTO T 283, *Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage*, except as modified in Section VI.D. of NYSDOT Materials Method 5.16.

If the TSR of the HMA gyratory specimens is less than 80% as required in AASHTO M 323, *Standard Specification for Superpave Volumetric Mix Design*, corrective action is required. Corrective action to improve the moisture susceptibility of the HMA mixture can include the use of anti-strip additives or blending of other aggregate materials to reduce the proportion of granite or gravel aggregates in the mix. When corrective action is necessary, any changes made to the design must be noted on the Job Mix

SPECIAL NOTE**SUPERPAVE HOT MIX ASPHALT PERFORMANCE
SPECIFICATION**

Formula, and all other volumetric and mechanical properties must be evaluated for compliance with NYSDOT Materials Method 5.16 using a one-point design. The results must be reported to the RME prior to production.

VIBRATORY COMPACTION

Vibratory compaction is NOT permitted when compacting hot mix asphalt courses on structural bridge decks, including culvert structures with less than 2 ft of cover measured from the top of the top slab to top of the pavement.

SPECIAL SPECIFICATIONS: (P.I.N. 2754.54)

The following items are special specifications:

<u>Item</u>	<u>Description</u>
564.20010008	HOT-DIP GALVANIZING OF STRUCTURAL STEEL
627.50140008	CUTTING PAVEMENT

ITEM 564.20010008 – HOT-DIP GALVANIZING OF STRUCTURAL STEEL**DESCRIPTION**

This work shall consist of hot-dip galvanizing of fabricated structural steel members.

MATERIALS

Materials for galvanizing shall meet the requirements of §719-01, Type I.

CONSTRUCTION DETAILS

Hot-dip galvanizing shall be in accordance with the material specifications.

Galvanizing shall be performed consistent with the current New York State Steel Construction Manual.

METHOD OF MEASUREMENT

This work will be measured as the number of pounds of steel hot-dip galvanized and installed as per the contract documents.

BASIS OF PAYMENT

The unit price bid per pound shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work including transportation to and from the galvanizing facility and any necessary drilling or reaming. No additional payment will be made for additional fabrication steps required as a result of the galvanizing process.

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:

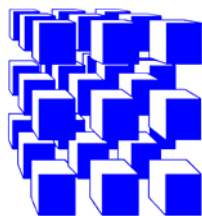
The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear 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.

Supplemental Information



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)
www.cmeassociates.com

Transmittal

February 24, 2020

Greenman-Pederson, Inc.
80 Wolf Road, Suite 300
Albany, New York 12205

Attn: Mr. John P. Simkulet, P.E., Director of Bridge Engineering

Re: Cemetery Drive Bridge over South Chuctanunda Creek (PIN 2754.54)
Florida, Montgomery County, New York
CME Project No.: 27579-05

Gentlepeople:

Enclosed you will find....

Number of Copies
0

Report Number/Description
27579B-01-0220/Subsurface
Exploration Data Report

This report was emailed to Mr. John P. Simkulet, P.E. at jsimkulet@gpinet.com on 02/24/20.

Respectfully submitted,
CME Associates, Inc.

Bryan Reles, P.G.
Project Manager

BR.cw



6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

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February 24, 2020

Greenman-Pederson, Inc.
80 Wolf Road, Suite 300
Albany, New York 12205

Attn: Mr. John P. Simkulet, P.E., Director of Bridge Engineering
Email: jsimkulet@gpinet.com

Re: Subsurface Exploration Data Report
Cemetery Drive Bridge over South Chuctanunda Creek (PIN 2754.54)
Florida, Montgomery County, New York
Report No.: 27579B-01-0220
Page 1 of 2

1.0 INTRODUCTION

CME Associates, Inc. (CME) was authorized by Greenman-Pederson, Inc. (Client) to provide subsurface exploration services for the subject project. CME advanced two (2) Test Borings at the project site between January 22 and 24, 2020.

The Scope of Basic Services and this report have been provided pursuant to the acceptance of CME Proposal/Agreement No. 05.5859 by Client. This report provides a summary of exploration activities conducted at the subject site.

2.0 EXPLORATION METHODOLOGY

Exploration locations were marked in the field by the Client on the day of drilling. Prior to mobilization, CME contacted Dig Safe New York (DSNY) to clear public utilities. An Exploration Location Plan is attached which depicts the approximate as drilled Test Boring locations.

On November 12, 2019, CME mobilized a truck-mounted drill rig to the site and met with Client to select the locations of the proposed test borings. However, based on the Client proposed locations it was determined that roadway access could not be maintained and that the borings would need to be relocated into the adjacent fields so that roadway access could be maintained.

On January 22 through 24, 2020, two (2) Test Borings (B-1 and B-2) were advanced using a CME 550X, ATV-mounted, rotary exploration drill rig, equipped with 3-1/4" I.D. hollow stem augers and drive sampling tools. Soil sampling was conducted using a 140-pound automatic hammer dropping through a distance of 30 inches to drive a 2" O.D. and/or a 3" O.D. split barrel sampler in general conformance with ASTM Standard Practice D1586. Rock sampling was conducted using an NQ-size wireline coring system in general conformance with ASTM Standard Practice D2113. Please note that test boring B-2 was initially advanced in the field northwest of Cemetery Drive; however, due to refusal on fill material and access restriction, the test boring was abandoned and then relocated and re-drilled in the shoulder of Cemetery Drive. Upon completion, each borehole was backfilled with cement/bentonite grout to match existing grade.

A New York State Certified Woman-Owned Business Enterprise (WBE)

Samples were logged and visually classified in the field by CME's drillers, and a portion of each soil sample was placed and sealed in a glass jar. Rock cores were placed and secured in a wooden box. The soil classifications and rock cores were later reviewed by CME Senior Geologist, Mark Schumacher, P.G. The visual soil classifications were made using a modified Burmister Classification System, as practiced by CME, and as generally described in the attached document entitled, *General Information & Key to Test Boring Logs*. Subsurface Exploration Logs B-1 and B-2 as well as Rock Core Photos are attached.

Following visual classification of the soil and rock core samples, the Subsurface Exploration Logs were provided to Client for review and selection of sample depths to be analyzed for natural moisture content (ASTM method D2216), atterberg limits testing (ASTM method D4316). In addition to these samples, a section of Rock Core was selected by Client for Rock Core Compression testing (ASTM D 7012C). All laboratory testing was conducted in CME's East Syracuse AASHTO re:source¹ Accredited Laboratory, and results are presented in the attached Laboratory Test Summary Report, labeled CME Report Number 27579L-01-0220.

3.0 STANDARD OF CARE

CME endeavored to conduct services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the industry currently practicing in the same locality and under similar conditions as this project. No warranty, either expressed or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

4.0 CLOSING

CME's services have been provided according to the requirements of the referenced CME Proposal/Agreement. No other representations, expressed or implied, are intended or made with respect to the information provided herein, and including but not limited to, its suitability for use by others.

Respectfully Submitted,
CME Associates, Inc.

A handwritten signature in blue ink, appearing to read "Bryan Reles".

Bryan Reles, P.G.
Project Manager

Attachment Listing:

- CME Exploration Location Plan (1 of 1)
- Subsurface Exploration Logs, B-1 to B-2 (6 of 6)
- Bedrock Core Photographs (4 of 4)
- General Information & Key to Test Boring Logs* (4 of 4)
- Laboratory Test Summary, CME Report Number 27579L-01-0220 (2 of 2)

¹ **AASHTO re:source** – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory, a Federal Agency having jurisdiction to assess laboratory competency according to the Standards of the United States of America. CME East Syracuse accreditation includes testing of Portland Cement Concrete, Aggregate and Soil Materials. www.AASHTOresource.org.

CME EXPLORATION LOCATION PLAN - ELP 1

CME Report No. 27579B-01-0220


Cemetery Drive Bridge over South Chuctanunda Creek (PIN 2754.54)
Florida, Montgomery County, New York

Legend

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● Approximate Test Boring Location



 <div> 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522 </div>		<div> SUBSURFACE EXPLORATION TEST BORING LOG </div>		<div> Boring No. B-1 Page No. 1 of 2 Report No. 27579B-01-0220 </div>																					
Project Name: Cemetery Drive Bridge over South Chuctanunda Creek, Florida, Montgomery County, New York		Date Started: 01/22/20																							
Client: Greenman-Pederson, Inc.		Date Finished: 01/22/20																							
Location: See Exploration Location Map ELP-1		Surface Elev.:																							
METHODS OF INVESTIGATION			GROUNDWATER OBSERVATIONS																						
Driller: Beau Fletcher Driller: Ryan Casatelli Inspector: Drill Rig: CME 550X Type: ATV Mounted Rod Size: AWJ		Casing: 3 1/4" ID H. Auger Casing Hammer: Other: NQ Core Soil Sampler: 2" OD Split Barrel Hammer Wt: 140 lbs. Hammer Fall: 30 in.		<table border="1"> <tr> <th>Date</th> <th>Time</th> <th>Depth (Ft.)</th> <th>Casing At (Ft.)</th> </tr> <tr> <td>01/22/20</td> <td>While Drilling</td> <td>3.3'</td> <td>15.0'</td> </tr> <tr> <td>01/22/20</td> <td>Before Casing Removed</td> <td colspan="2">Water added during coring</td> </tr> <tr> <td>01/22/20</td> <td>After Casing Removed</td> <td>N/A*</td> <td>out</td> </tr> <tr> <td>01/22/20</td> <td>After Casing Removed</td> <td>N/A*</td> <td>out</td> </tr> </table>		Date	Time	Depth (Ft.)	Casing At (Ft.)	01/22/20	While Drilling	3.3'	15.0'	01/22/20	Before Casing Removed	Water added during coring		01/22/20	After Casing Removed	N/A*	out	01/22/20	After Casing Removed	N/A*	out
Date	Time	Depth (Ft.)	Casing At (Ft.)																						
01/22/20	While Drilling	3.3'	15.0'																						
01/22/20	Before Casing Removed	Water added during coring																							
01/22/20	After Casing Removed	N/A*	out																						
01/22/20	After Casing Removed	N/A*	out																						
LOG OF BORING SAMPLES			VISUAL CLASSIFICATION OF MATERIAL																						
Depth Scale (Feet)	Sample No.	Sample Depth (Ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (Ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %																
0	1	0.0	1.5	SS/12	3-4-7		FILL; Brown silt, cmf gravel, cmf sand, organic material (roots) (moist) <i>Reworked material</i>		11																
1																									
2																									
3																									
4																									
5	2A	5.0	5.5	SS/12	9-6-6		FILL; Brown cmf gravel, woody organic material, silt, cmf sand (wet)		12																
6	2B	5.5	6.5				Grey CLAY (moist, stiff)																		
7																									
8																									
9																									
10	3	10.0	12.5	SS/14	4-3-3		Similar as above (moist, medium stiff)		6																
11																									
12																									
13																									
14																									
15	4	15.0	16.5	SS/14	1-2-2		Grey CLAY, trace mf GRAVEL, trace cmf SAND, trace SILT (wet, medium stiff)		4																
16																									
17																									
18																									
19																									
20																									

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks: * Boring backfilled with grout.



6035 Corporate Drive
East Syracuse, NY 13057
Phone: 315-701-0522

**SUBSURFACE EXPLORATION
TEST BORING LOG**

Boring No.

B-1

Page No.

2 of 2

Report No.

27579B-01-0220


LOG OF BORING SAMPLES

VISUAL CLASSIFICATION OF MATERIAL

Depth Scale (Feet)	Sample No.	Sample Depth (Ft.)		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (Ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
		From	To						
20	5	20.0	21.5	SS/18	WH-WH-WH		Grey CLAY (wet, very soft)		0
21									
22									
23									
24									
25	6A	25.0	26.0	SS/18	2-4-100@2"		Similar as above (wet, hard)		100+
26	6B	26.0	26.2			26.2	Black/Grey weathered ROCK FRAGMENTS (Shale), little CLAY (wet, very compact)		
27	R-1	26.2	31.2	C/60	NQ-Core		Black SHALE, sound, massive, medium hard. Recovery: 60"/60" = 100% RQD: 60"/60" = 100% 2 Pieces, 0" Chips and Fragments 2.5 min/ft, no water loss Coring conducted in 5th gear, 2,000 rpm, 500 psi		100%
28									
29									
30									
31	R-2	26.2	31.2	C/60	NQ-Core		Black SHALE, sound, massive, medium hard. Recovery: 60"/60" = 100% RQD: 60"/60" = 100% 2 Pieces, 0" Chips and Fragments 2.5 min/ft, no water loss Coring conducted in 5th gear, 2,400 rpm, 500 psi		
32									
33									
34									
35									
36							Bottom of Boring @ 36.2'		
37									
38									
39									
40									
41									
42									
43									
44									
45									


SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

		6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No. B-2 Page No. 1 of 4 Report No. 27579B-01-0220			
Project Name:		Cemetery Drive Bridge over South Chuctanunda Creek, Florida, Montgomery County, New York				Date Started		01/23/20	
Client:		Greenman-Pederson, Inc.				Date Finished		01/24/20	
Location:		See Exploration Location Map ELP-1				Surface Elev.			
METHODS OF INVESTIGATION						GROUNDWATER OBSERVATIONS			
Driller:		Beau Fletcher		Casing:		3 1/4" ID H. Auger			
Driller:		Ryan Casatelli		Casing Hammer:					
Inspector:				Other:		NQ Core			
Drill Rig:		CME 550X		Soil Sampler:		2" OD Split Barrel			
Type:		ATV Mounted		Hammer Wt:		140 lbs.			
Rod Size:		AWJ		Hammer Fall:		30 in.			
						Date	Time	Depth (Ft.)	
						01/22/20	While Drilling	3.3'	
						01/22/20	Before Casing Removed	Water added during coring	
						01/22/20	After Casing Removed	N/A*	
						01/22/20	After Casing Removed	N/A*	
								out	
								out	
LOG OF BORING SAMPLES					VISUAL CLASSIFICATION OF MATERIAL				
Depth Scale (Feet)	Sample No.	Sample Depth (Ft.)		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (Ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
0	1	0.5	2.0	SS/15	49-34-14	0.4	Asphalt		48
1									
2									
3									
4	2	4.5	6.0	SS/12	21-41-40		FILL; Brown cmf sand, cmf gravel, silt (moist)		81
5									
6									
7									
8									
9	3	9.5	11.0	SS/14	14-9-10		FILL; Brown cmf gravel, cmf sand, silt (moist)		19
10									
11									
12									
13									
14	4	14.5	16.0	SS/16	3-5-8		Grey/Brown CLAY, little SILT (moist, stiff)		13
15									
16									
17									
18									
19	5	19.5	21.0	SS/18	3-3-5		Grey CLAY, trace SILT (moist, stiff)		8
20									


SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks: B-2 initially drilled in field northwest of Cemetery Drive; however, auger refusal was encountered in fill material. Boring relocated to shoulder of Cemetery Drive and redrilled. * Hole backfilled with grout.

<div>6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522</div>					SUBSURFACE EXPLORATION TEST BORING LOG			Boring No.	B-2
	Page No.	2 of 4							
	Report No.	27579B-01-0220							
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL			
Depth Scale (Feet)	Sample No.	Sample Depth (Ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (Ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
20	6	24.5	26.0	SS/18	2-2-3		Grey CLAY (moist, medium stiff)		5
21									
22									
23									
24									
25	7	29.5	31.0	SS/18	2-3-2		Similar as above (wet, medium stiff)		5
26									
27									
28									
29									
30	8	34.5	36.0	SS/18	WH-1-3		Similar as above (wet, medium stiff)		4
31									
32									
33									
34									
35	9	39.5	41.0	SS/18	WH-2-3		Grey CLAY, trace cmf GRAVEL, trace cmf SAND, trace SILT (wet, medium stiff)		5
36									
37									
38									
39									
40	10	43.5	45.5	SS/24	WH-4-5-6		Dark Grey/Black CLAY, little mf GRAVEL, little SILT, trace cmf SAND (moist, stiff)		9
41									
42									
43									
44									
45									


SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

 <div>6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522</div>					SUBSURFACE EXPLORATION TEST BORING LOG			Boring No.	B-2
								Page No.	3 of 4
								Report No.	27579B-01-0220
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL			
Depth Scale (Feet)	Sample No.	Sample Depth (Ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (Ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
45	11	49.5	51.0	SS/18	WH-5-14			Similar as above (moist, very stiff)	19
46									
47									
48									
49									
50	12	54.5	54.8	SS/2	100@3"			Black ROCK FRAGMENTS (Shale) (moist) <i>Possible cobble or boulder, spoon refusal @ 54.8'</i>	100+
51									
52									
53									
54									
55	13	59.5	61.0	SS/18	10-14-17			Black/Dark Grey CLAY, little mf GRAVEL, litle SILT, trace cmf SAND (moist, hard) <i>Added water at 61.0' to clear cuttings</i>	31
56									
57									
58									
59									
60	R-1	62.0	67.0	C/60	NQ-Core	62.0	Black SHALE, sound, massive, medium hard. Recovery: 60"/60" = 100% RQD: 60"/60" = 100% 1 Piece, 0" Chips and Fragments <i>2.75 min/ft, no water loss</i> <i>Coring conducted in 5th gear, 2,000 rpm, 500 psi</i>		
61									
62									
63									
64									
65	R-2	67.0	72.0	C/60	NQ-Core		Black SHALE, sound, massive, medium hard. Recovery: 60"/60" = 100% RQD: 60"/60" = 100% 1 Piece, 0" Chips and Fragments <i>3 min/ft, no water loss</i> <i>Coring conducted in 5th gear, 2,400 rpm, 500 psi</i>		
66									
67									
68									
69									
70									

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

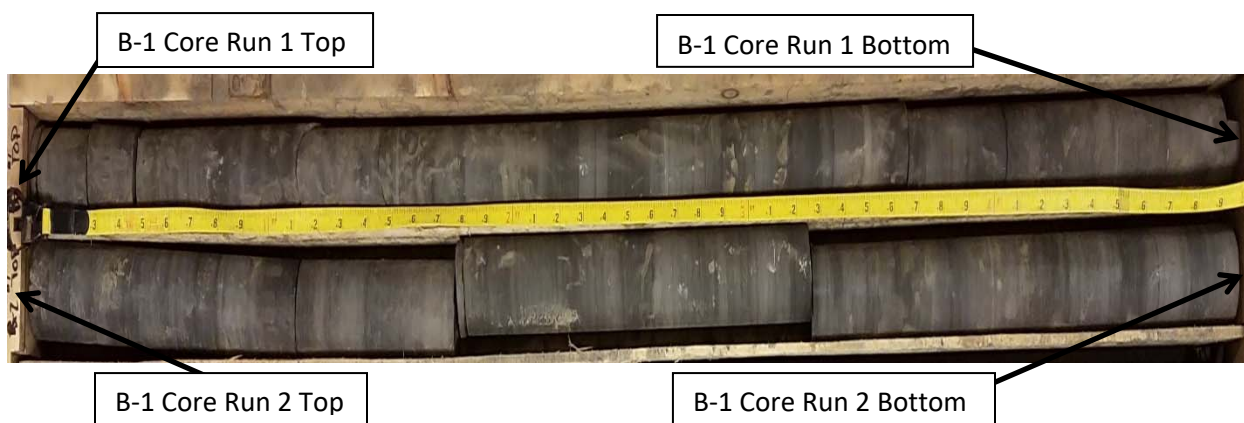
Remarks:

 <div> 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522 </div>						<div> SUBSURFACE EXPLORATION TEST BORING LOG </div>		Boring No.	B-2
								Page No.	4 of 4
								Report No.	27579B-01-0220
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL			
Depth Scale (Feet)	Sample No.	Sample Depth (Ft.)		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (Ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
		From	To						
70									
71									
72									
73									
74									
75									
76									
77									
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80									
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90									
91									
92									
93									
94									
95									

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

Attachment to CME Report No. 27579B-01-0220
Bedrock Core Photographs



Photograph 1: Top Row: Boring B-1 Core Run 1 (26.2' - 31.2')
Second Row: Boring B-12 Core Run (31.2' - 36.2')
See Photograph Nos. 2 through 7 for detailed views.



Photograph 2: B-1 – Top of Core Run 1 – 26.2' – 28.2'.



Photograph 3: B-1 – Middle of Core Run 1 – 28.2' – 30.2'.



Photograph 4: B-1 – Bottom of Core Run 1 – 30.2' – 31.2'.

Attachment to CME Report No. 27579B-01-0220
Bedrock Core Photographs



Photograph 5: B-1 – Top of Core Run 2 – 31.2' – 33.2'.



Photograph 6: B-1 – Middle of Core Run 2 – 33.2' – 35.2'.



Photograph 7: B-1 – Bottom of Core Run 2 – 35.2' – 36.2'.

Attachment to CME Report No. 27579B-01-0220
Bedrock Core Photographs



Photograph 8: Top Row: Boring B-2 Core Run 1 (62.0' – 67.0')
Second Row: Boring B-2 Core Run 2 (67.0' – 72.0')
See Photograph Nos. 9 through 14 for detailed views.



Photograph 9: B-2 – Top of Core Run 1 – 62.0' – 64.0'.



Photograph 10: B-2 - Middle of Core Run 1 – 64.0' – 66.0'.



Photograph 11: B-2 - Bottom of Core Run 1 – 66.0' – 67.0'.

Attachment to CME Report No. 27579B-01-0220
Bedrock Core Photographs



Photograph 12: B-2 - Top of Core Run 2 – 67.0' – 69.0'.



Photograph 13: B-2 - Middle of Core Run 2 – 69.0' – 71.0'.



Photograph 14: B-2 - Bottom of Core Run 2 – 71.0' – 72.0'.

GENERAL INFORMATION & KEY TO TEST BORING LOGS

The **Subsurface Exploration – Test Boring Logs** produced by CME Associates, Inc. present the observations and mechanical data collected by the driller while at the site, supplemented, at times, by classification of the materials removed from the borings determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface conditions between adjacent borings or between the sampled intervals. The data presented on the Exploration Logs together with the recovered samples will provide a basis for evaluating the character of the subsurface conditions relative to the proposed construction. The evaluation must consider all the recorded details and their significance relative to each other. Often, analyses of standard boring data indicate the need for additional testing and sampling procedures to more accurately evaluate the subsurface conditions. Any evaluations of the contents of CME's report and the recovered samples must be performed by Licensed Professionals having experience in Soil Mechanics and Foundation Engineering. The information presented in this Key defines some of the procedures and terms used on the CME Exploration Logs to describe the conditions encountered. Refer to the Log on page 4 for key number.

Key No.

Description

1. The figures in the **DEPTH SCALE** column define the vertical scale of the Boring Log.
2. **CASING BLOWS/FOOT** – shows the number of blows required to advance the casing a distance of 12 inches. The casing size, the hammer weight and the length of drop are noted under the **Methods of Investigation**. If the casing is advanced by means other than driving, the method of advancement will be indicated under **Methods of Investigation** at the top of the Log. If Hollow Stem Augers or Coring is used, it will be so noted in this column.
3. The **SAMPLE I.D.** is used for identification on the sample containers and in the Laboratory Test Report or Summary.
4. The **DEPTH OF SAMPLE** column gives the exact depth range from which a sample was recovered.
5. The **SAMPLE TYPE/RECOVERY** column is used to signify the various type of sample attempt. "SS is Split Spoon, "P" is Piston tube, "U" is Undisturbed tube. For soil samples, the recovered length of the sample is also indicated, in inches. If a rock core sample is taken, the core bit size designation is given here.
6. **BLOWS ON SAMPLER** – shows the results of the "Standard Penetration Test (SPT) ASTM D1586", recording the number of blows required to drive a split spoon sampler into the soil beneath the casing. The number of blows required for each six inches of penetration is recorded. The total number of blows required for the 6 inch to 18 inch interval is summarized in the **SPT "N"** column and represents the "Standard Penetration Number". The outside diameter of the sampler, the hammer weight and the length of drop are noted in the **Methods of Investigation** portion of the log. A "WH" or "WR" in this column indicates that the sample spoon advanced the 6 inch interval under **Weight of Hammer** or **Weight of Rods**, respectively.
7. The **DEPTH OF CHANGE** column designates the depth (in feet) that the driller noted a compactness or stratum change. In soft materials or soil strata exhibiting a consistent relative density, it is difficult for the driller to determine the exact change from one stratum to the next. In addition, a grading or gradual change may exist. In such cases the depth noted is approximate or estimated only and may be represented by a dashed line.
8. **CLASSIFICATION OF MATERIAL – Soil materials** encountered and sampled are described by the driller on the original log. Notes of the driller observations are also placed in this column. Recovered samples may also be visually classified by a Soil Technician upon receipt in the Laboratory. Visual sample classification is by Burmister System and strata may be classified additionally by the Unified System. The Burmister System is a type of visual-manual textural classification estimated by the Driller or Technician on the basis of weight-fraction of the recovered soil. See Table 1 "**Classification of Materials**". The description of the relative soil compactness or consistency is based upon the standard penetration number as defined in Table 2. The description of the soil moisture condition is described as dry, moist, wet, or saturated. Water used to advance the boring may have affected the in-situ moisture content of the sample. Special terms are used as required to describe materials in greater detail, such terms are listed in ASTM D653. When sampling gravelly soils with a standard two-inch O.D. Split Spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter. The presence of boulders, cobbles, and large gravel is sometimes, but not necessarily, detected by an evaluation of the casing and sampler blows or through the "action" of the drill rig as reported by the driller.

The Description of **Rock** is based upon the recovered rock core. Terms frequently used in the description are included in Table 3. The length of core run is defined as length of penetration between retrievals of the core barrel from the bore hole, expressed in inches. The core recovery expressed the length of core recovered from the core barrel per core run, in percent. The size core barrel used is noted in **Column 5**. The more commonly used sizes of core barrels are denoted "AX" and "NX". An "NX" core, being larger in diameter than "AX" core, often produces better recovery, and is frequently utilized where accurate information regarding the geologic conditions and engineering

properties is needed. A better estimate of in-situ rock quality is provided by a modified core recovery ratio known as the “**Rock Quality Designation**” (**RQD**). This ratio is determined by considering only pieces of core that are at least 4 inches long and are hard and sound. Breaks obviously caused by drilling are ignored. The diameter of the core should preferably be not less than 2 inches (NX). The percentage ratio between the total length of such core recovered and the length of core drilled on a given run is the RQD. Table 4 gives the rock quality description as related to the **RQD**.

9. The **SPT “N”** or **RQD** is given in this column as applicable to the specific sample taken. In Very Compact coarse grained soils the N-value may be indicated as 50+, and in Hard fine-grained soils the N-value may be indicated as 30+. This typically means that the blow count was achieved prior to driving the sampler the entire 6 inch interval or the sampler refused further penetration. For the “NX” rock cores, the RQD is reported here, expressed in percent.
10. **GROUND WATER OBSERVATIONS** and timing noted by the driller are shown in this section. It is important to realize that the reliability of the water level observations depend upon the soil type (water does not readily stabilize in a hole through fine grained soils), and that drill water used to advance the borings may have influenced the observations. Ground water levels typically fluctuate seasonally so those noted on the log are only representative of that exhibited during the period of time noted on the log. One or more perched or trapped water levels may exist in the ground seasonally. All the available readings should be evaluated. If definite conclusions cannot be made, it is often prudent to examine the conditions more thoroughly through test pit excavations or ground water observation well installations.

TABLE 1 - VISUAL CLASSIFICATION OF MATERIALS (BURMISTER)	
GROUP	TEXTURAL CLASSIFICATION SIZES
BOULDERS	larger than 12" diameter
COBBLES	12" diameter to 3" sieve
GRAVEL	3" - coarse - 1" - medium - 1/2" - fine - #4 sieve
SAND	#4 - coarse - #10 - medium - #40 - fine - #200 sieve
SILT	#200 sieve (0.074mm) to 0.005mm size (see below *)
CLAY	0.005mm size to 0.001 mm size (see below *)

ABBREVIATIONS	PERCENT OF TOTAL SAMPLE BY WEIGHT	
f - fine	and	35 to 50%
m - medium	some	20 to 35%
c - coarse	little	10 to 20%
	trace	0 to 10%

*PLASTICITY DESCRIPTIONS			
TERM	PLASTICITY INDEX	DRY STRENGTH	FIELD TEST
Non-plastic	0-3	Very low	falls apart easily
Slightly plastic	4 - 15	Slight	easily crushed by fingers
Plastic	15 - 30	Medium	difficult to crush
Highly plastic	31 or more	High	impossible to crush with fingers

TABLE 2 - DESCRIPTION OF SOIL COMPACTNESS OR CONSISTENCY based on SPT "N"*		
Primary Soil Type	Descriptive Term of Compactness	Range of Standard Penetration Resistance (N)
COARSE GRAINED SOILS	Very loose	less than 4 blows per foot
(More than half of Material is larger than No. 200 sieve size.)	Loose	4 to 10
	Medium compact	10 to 30
	Compact	30 to 50
	Very compact	Greater than 50
FINE GRAINED SOILS	Descriptive Term of Consistency	Range of Standard Penetration Resistance (N)
(more than half of material is smaller than No. 200 sieve size)	Very soft	less than 2 blows per foot
	Soft	2 to 4
	Medium stiff	4 to 8
	Stiff	8 to 15
	Very Stiff	15 to 30
	Hard	Greater than 30
*The number of blows of 140 pound weight falling 30 inches to drive 2 inch O.D., 1-3/8 inch I.D. sampler 12 inches is defined as the Standard Penetration Resistance designated "N".		

TABLE 3 - ROCK CLASSIFICATION TERMS		
Rock Classification Terms		Field Test or Meaning of Term
Hardness	Soft	Scratched by fingernail
	Medium Hard	Scratched easily by penknife
	Hard	Scratched with difficulty by penknife
	Very Hard	Cannot be scratched by penknife
Weathering	Very Weathered Weathered Sound	Judged from the relative amounts of disintegration, iron staining, core recovery, clay seams, etc.
Bedding (Natural Breaks in Rock Layers)	Laminated Thinly bedded Bedded Thickly bedded Massive	less than 1 inch 1 inch to 4 inches 4 inches to 12 inches 12 inches to 36 inches greater than 36 inches

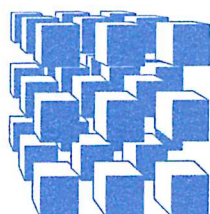
TABLE 4	
Relation OF Rock Quality Designation (RQD) and in-situ Rock Quality	
RQD %	Rock Quality Term Used
90 to 100	Excellent
75 to 90	Good
50 to 75	Fair
25 to 50	Poor
0 to 25	Very Poor

SUBSURFACE EXPLORATION – TEST BORING LOG

Project:						Report No.:				
Client:						Date Started:		Finished:		
Location of Boring: See Exploration Location Plan						Elevation of Surface of Boring:				
METHODS OF INVESTIGATION						GROUND WATER OBSERVATIONS				
Casing: 3-1/4" ID H. Stem Auger		Driller:				Date	Time	Depth	Casing At	
Casing Hammer:		Driller:					While drilling			
Other:		Inspector:					Before casing removed			
Soil Sampler: 2" OD Split Barrel		Rod Size: AWJ					After casing removed			
Sampler Hammer: Wt. 140 lbs.		Fall: 30 in.					After casing removed			
Make & Model of Drill Rig:										
LOG OF BORING SAMPLES						CLASSIFICATION OF MATERIAL				
Depth Scale (Feet)	Casing Blows/ Foot	Sample I.D.	Depth of Sample (Feet)		Sample Type/ Recovery (Inches)	Blows On Sampler Per 6 inches	Depth Of Change (feet)	c – coarse m – medium f – fine and – 35 to 50 % some – 20 to 35 % little – 10 to 20 % trace – 0 to 10 %		SPT "N" or RQD
			From	To						
1	2	3	4	4	5	6	7	8		9
5	2	3								
10	2	3								
15	2	3								
20	2	3								

SS – Split Spoon, U – Undisturbed Tube, C – Core, WH – Weight of Hammer, WR – Weight of Rod

Remarks:



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

LABORATORY TEST SUMMARY

Cemetery Drive Bridge over South Chuctanunda Creek, Florida, Montgomery County, NY

CME Report No.: 27579L-01-0220

February 14, 2020

Page 1 of 2

CME Representatives obtained soil samples from Test Borings advanced as part of the Subsurface Exploration Program conducted for the subject project. Selected samples were delivered to CME's East Syracuse facility, an AASHTO re:source¹ accredited laboratory for various laboratory testing. The results are presented below:

Sample ID Notations: B - Test Boring, S – Sample

I. Natural Moisture Content (ASTM D2216)

Sample ID	Natural Moisture (%)	Sample ID	Natural Moisture (%)
B-1; S-2A	24.4	B-2; S-5	37.9
B-1; S-2B	32.7	B-2; S-6	46.2
B-1; S-3	38.6	B-2; S-7	42.8
B-1; S-4	40.2	B-2; S-8	50.1
B-1; S-5	52.2	B-2; S-9	21.4
B-1; S-6B	6.5	B-2; S-10	10.7
B-2; S-1	8.7	B-2; S-11	9.4
B-2; S-2	5.8	B-2; S-12	2.0
B-2; S-3	8.4	B-2; S-13	8.9
B-2; S-4	24.8		

II. Atterberg Limits Testing (ASTM D4318)

Sample ID	Liquid Limit	Plastic Limit	Plasticity Index	Natural Moisture (%)
B-1; S-3	64	25	39	38.6
B-1; S-5	63	26	37	52.2
B-2; S-4	49	21	28	24.8
B-2; S-6	65	25	40	46.2
B-2; S-8	65	27	38	50.1

¹AASHTO re:source – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory, a Federal Agency having jurisdiction to assess laboratory competency according to the Standards of the United States of America. CME East Syracuse accreditation includes testing of Portland Cement Concrete, Aggregate and Soil Materials. www.AASHTOresource.org.

III. Rock Core Compression (ASTM D 7012C)

A) Core Identification and Location:

Core ID	Location
B-1; R-1	30.80'-31.17'

B) Core Measurements:

Core ID	Core Diameter (inch)	Original Length (inch)	Length Before Testing (in.)	Length to Diameter	Density (lb./ft ³)
B-1; R-1	1.982	11.50	4.548	2.3	163.2

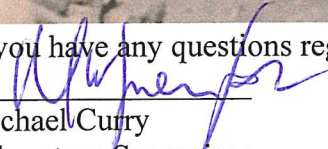
C) Compression Test Results:

Core ID	Specimen Area (inch ²)	Total Load (lbs.)	Compressive Strength (psi)	Fracture Type	Temperature (°F)	Rate of Loading (psi/sec)
B-1; R-1	3.08	51,500	16,720	3	68	173

Figure 1: Core fracture



If you have any questions regarding this report please contact our office.


Michael Curry
Laboratory Supervisor