

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the 16th day of December in the year 2014 by and between the City of Saratoga Springs, a municipal subdivision of the State of New York, (hereinafter called OWNER or City) and Bast Hatfield Construction, LLC (hereinafter called the CONTRACTOR).

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

ARTICLE 1 – WORK

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

This project will address existing vehicular and pedestrian safety problems and includes full depth pavement reconstruction including widening Ballston Avenue and realigning the curb line to provide a center left-turn lane/median, replace the traffic signal at Hamilton Street, install a new traffic control signal at Lincoln Avenue, modify the Union Street intersection to reduce vehicle conflicts, and provide sidewalks and streetscaping on both sides of Ballston Avenue.

ARTICLE 2 – ENGINEER

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

ARTICLE 3 - CONTRACT TIME

3.1. The Work will be completed and ready for final payment in accordance with section 14.07 of the General Conditions on or before **December 31, 2015**.

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

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

ARTICLE 4 - CONTRACT PRICE

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

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

TOTAL OF ALL UNIT PRICES	One Million Eight Hundred Three Thousand Six Hundred Fifty Two Dollars <i>(Use words)</i>	\$	1,803,652.00 <i>(figures)</i>	dollars
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- 4.2. As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.C of the General Conditions.

ARTICLE 5 – PAYMENTS

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

- 5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 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 schedule of values established in paragraph 2.07 of the General Conditions (and in Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in General Requirements.

- 5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and 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 City reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary, and the Agreement shall not be invalidated thereby, however;

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

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

ARTICLE 6 - INTEREST

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

ARTICLE 7 - CONTRACTOR REPRESENTATIONS.

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR as visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth on paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that 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 the Owner and the Contractor concerning the Work consist of the following:

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. General Conditions
- 8.5. Supplementary Conditions
- 8.6. All technical specification as set forth in the Table of Contents
- 8.7. Drawings consisting of a cover sheet and sheets numbered 1 through 65, inclusive with each sheet bearing the following general title: **BALLSTON AVENUE (NYS 50) TRAFFIC IMPROVEMENTS**
- 8.8. Addenda numbers ___1___ to ___2___, inclusive
- 8.9. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.10. Documentation submitted by CONTRACTOR & SUBCONTRACTORS prior to Notice of Award including:
 - City of Saratoga Springs Risk & Safety Agreement
 - Certificates of Insurance
- 8.11. Appendix A – Additional Provisions
- 8.12. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.13. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

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

ARTICLE 9 - MISCELLANEOUS.

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

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

9.3. Neither the City 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 City.

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

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

9.6. OTHER PROVISIONS

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

This Agreement will be effective on 12-16 20 14 (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR Bast Hatfield Construction, LLC

By: _____

By:  _____
A.J. Lomnes, Vice President

[CORPORATE SEAL]

 [CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices

Address for giving notices
1399 Crescent Vischer Ferry Road
Clifton Park, NY 12065

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

License No. n/a

Agent for services of process: _____

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

ACKNOWLEDGMENT OF CITY

- (a)
- (b) *State of New York* } ss
- (c) *City of Saratoga Springs* } ss

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

.....
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR

State of New York }ss
County of Saratoga }ss

On this3rd.....day of ...December....., 20..14, before me, the undersigned, a Notary Public in and for said State personally came and appeared ...A.J. Lomnes....., 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 Ballston Spa, NY and that he/ she is the

.. Vice President of Bast Hatfield Construction, LLC.....

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.

Sheri Lynn Haughney
.....
Notary Public

SHERI LYNN HAUGHNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01HA6061868
Commission Expires July 23, 2017

PERFORMANCE BOND

CONTRACTOR (name and address):
Bast Hatfield Construction, LLC
1399 Crescent Vischer Ferry Rd., Suite 2
Clifton Park, NY 12065

SURETY (name and address of principal place of business):
Western Surety Company c/o CNA Surety
333 S. Wabash Ave., 41st Floor
Chicago, IL 60604

OWNER (name and address):
City of Saratoga Springs
474 Broadway - City Hall
Saratoga Springs, NY 12866

CONSTRUCTION CONTRACT
Effective Date of the Agreement: December 16, 2014
Amount: \$1,803,652.00
Description (name and location): Ballston Avenue (NYS 50) Traffic Improvements Project -
D033659 / PIN 1756.60 - Saratoga Springs, NY

BOND
Bond Number: 929602900
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): December 16, 2014
Amount: \$1,803,652.00
Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Bast Hatfield Construction, LLC _____ (seal)
Contractor's Name and Corporate Seal

Western Surety Company _____ (seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

A. J. Lomnes _____
Print Name

Harry B. Ungeheuer _____
Print Name

Vice President _____
Title

Attorney-in-Fact _____
Title

Attest: _____
Signature

Attest: _____
Signature

Witness _____
Title

Witness _____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and 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 when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. 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:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 5; and

7.3 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.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. 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, successors, and assigns.

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. 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 a declaration of 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 law, the minimum periods of limitations 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 page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 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 for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harry B Ungeheuer, Gary Edie, Michael Grasso, John Bieniek, Carol A Baldwin, Barbara Ann Lavenia, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of October, 2012.



WESTERN SURETY COMPANY

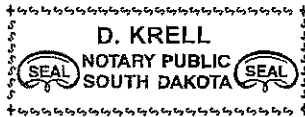
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of December, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF Saratoga } ss

On this 16th day of December, 2014, before me personally appeared A. J. Lomnes to me known, who, being by me first duly sworn, did depose and say that he/she resides in Ballston Spa, New York; that he/she is the Vice President of Bast Hatfield Construction, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Sheri Lynn Haughney
Notary Public

SHERI LYNN HAUGHNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01HA6061868
Commission Expires July 23, 2017

SURETY

STATE OF New York }
COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Albany County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, New York in said County, this 16th day of December, A.D. 2014.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 05/20/18

Barbara A. Lavenia
Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2013

ASSETS

Bonds	\$1,724,685,206
Stocks	23,751,064
Cash and short-term investments	15,700,560
Investment income due and accrued	20,454,904
Uncollected premiums and agents' balances	42,288,900
Net deferred tax asset	20,676,332
Other assets	8,794,561
Total Assets	<u><u>\$1,856,351,527</u></u>

LIABILITIES AND SURPLUS

Losses	\$307,482,238
Reinsurance payable on paid losses and loss adjustment expenses	5,583,589
Loss adjustment expense	59,547,344
Contingent and other commissions payable	5,935,659
Unearned premiums	252,195,516
Advance premiums	5,072,293
Payable to parent, subsidiaries and affiliates	7,650,063
Other liabilities	7,270,652
Total Liabilities	<u><u>650,737,354</u></u>

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	280,071,836
Unassigned funds	<u>921,542,337</u>
Surplus as regards policyholders	<u>\$1,205,614,173</u>
Total Liabilities and Capital	<u><u>\$1,856,351,527</u></u>



I, Cliff B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2013, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By *[Signature]*
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2014.

My commission expires: *****
"OFFICIAL SEAL"

KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15

Kathleen M Schroeder
Notary Public

PAYMENT BOND

CONTRACTOR (name and address):

Bast Hatfield Construction, LLC
1399 Crescent Vischer Ferry Rd., Suite 2
Clifton Park, NY 12065

SURETY (name and address of principal place of business):

Western Surety Company c/o CNA Surety
333 S. Wabash Ave., 41st Floor
Chicago, IL 60604

OWNER (name and address):

City of Saratoga Springs
474 Broadway - City Hall
Saratoga Springs, NY 12866

CONSTRUCTION CONTRACT

Effective Date of the Agreement: December 16, 2014

Amount: \$1,803,652.00

Description (name and location): Ballston Avenue (NYS 50) Traffic Improvements Project -
D033659 / PIN 1756.60 - Saratoga Springs, NY

BOND

Bond Number: 929602900

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): December 16, 2014

Amount: \$1,803,652.00

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Bast Hatfield Construction, LLC _____ (seal)

Western Surety Company _____ (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature

Signature (attach power of attorney)

A. J. Lomnes _____

Harry B. Ungeheuer _____

Print Name

Print Name

Vice President _____

Attorney-in-Fact _____

Title

Title

Attest: _____

Attest: _____

Signature

Signature

Witness _____

Witness _____

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and 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, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts 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 are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. 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.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, 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.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harry B Ungeheuer, Gary Edie, Michael Grasso, John Bieniek, Carol A Baldwin, Barbara Ann Lavenia, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of October, 2012.

WESTERN SURETY COMPANY

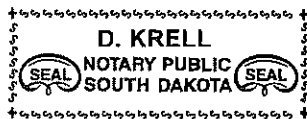


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ 16th _____ day of December, _____ 2014 _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF Saratoga } ss

On this 16th day of December, 2014, before me personally appeared A. J. Lomnes to me known, who, being by me first duly sworn, did depose and say that he/she resides in Ballston Spa, New York; that he/she is the Vice President of Bast Hatfield Construction, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Sheri Lynn Haughney
Notary Public

SHERI LYNN HAUGHNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01HA6061868
Commission Expires July 23, 2017

SURETY

STATE OF New York }
COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Albany County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, New York in said County, this 16th day of December, A.D. 2014.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 05/20/18

Barbara Lavenia
Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2013

ASSETS

Bonds	\$1,724,685,206
Stocks	23,751,064
Cash and short-term investments	15,700,560
Investment income due and accrued	20,454,904
Uncollected premiums and agents' balances	42,288,900
Net deferred tax asset	20,676,332
Other assets	<u>8,794,561</u>
Total Assets	<u><u>\$1,856,351,527</u></u>

LIABILITIES AND SURPLUS


Losses	\$307,482,238
Reinsurance payable on paid losses and loss adjustment expenses	5,583,589
Loss adjustment expense	59,547,344
Contingent and other commissions payable	5,935,659
Unearned premiums	252,195,516
Advance premiums	5,072,293
Payable to parent, subsidiaries and affiliates	7,650,063
Other liabilities	<u>7,270,652</u>
Total Liabilities	<u><u>650,737,354</u></u>

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	280,071,836
Unassigned funds	<u>921,542,337</u>
Surplus as regards policyholders	<u>\$1,205,614,173</u>
Total Liabilities and Capital	<u><u>\$1,856,351,527</u></u>




I, O. B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2013, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2014.

My commission expires: *****
OFFICIAL SEAL
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15


Notary Public



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services

City Project Number: Bid 2014-06 City Project Name: Ballston Avenue Traffic Improvements Project
 City Department: Dept. of Public Works Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Bast Hatfield Construction, LLC
 Company Address: 1399 Crescent Vischer Ferry Road, Clifton Park, NY 12065
 Company Telephone No.: 518-373-2000 Company Fax No.: 518-373-2303
 Contractor Primary Contact for This Project: A.J. Lomnes Title: Vice President

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance**: Five Million Dollars per Occurrence Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature:  Date: 11/19/14

A.J. Lomnes, Vice President

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME:		
	PHONE (A/C, No, Ext): 518 783-2665	FAX (A/C, No): 5187838754	
INSURED Bast Hatfield Construction LLC 1399 Crescent Vischer Ferry Rd, Suite 2 Clifton Park, NY 12065-6337	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Harleystville Preferred Insuranc		35696
	INSURER B : Harleystville Worcester Insuranc		26182
	INSURER C : Chubb Indemnity Company		12777
	INSURER D : Wesco Insurance Company		25011
	INSURER E : Harleystville Insurance Co. of N		10674
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		MPA00000062207J	03/01/2014	03/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA00000092290H	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CMB00000071849J	03/01/2014	03/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0044724072	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Disability		0127033D	03/01/2014	Continuous	NY Statutory
B	Lease/Rent Equip		CIM00000086216P	03/01/2014	03/01/2015	\$565,189

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: BHC Project No. 1501 Ballston Ave. Traffic Improvements
City of Saratoga Springs is added to the General Liability and Umbrella Coverage as Additional Insured on a Primary and Non-Contributory basis if required by written contract. City of Saratoga Springs is also added to the Auto Liability as Additional Insured if required by written contract.

CITY OF SARATOGA SPRINGS 474 BROADWAY - CITY HALL SARATOGA SPRINGS, NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Amichay J. Mankin</i>

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Bast Hatfield Construction LLC 1399 Crescent Vischer Ferry Rd, Suite 2 Clifton Park, NY 12065</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518 373-2000</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 7553400</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 270649178</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Saratoga Springs 474 Broadway – City Hall Saratoga Springs, NY 12866</p> <p>BHC Project No. 1501 Ballston Ave. Traffic Improvements</p>	<p>3a. Name of Insurance Carrier Chubb Indemnity Company</p> <p>3b. Policy Number of entity listed in box "1a" 0044724072</p> <p>3c. Policy effective period 11/01/2014 to 11/01/2015</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: James Vendetti
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 11/19/2014
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 646-227-2300

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) Bast Hatfield Construction LLC 1399 Crescent Vischer Ferry Rd, Suite 2 Clifton Park, NY 12065	1b. Business Telephone Number of Insured 518 373-2000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 7553400 1d. Federal Employer Identification Number of Insured or Social Security Number 270649178
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway – City Hall Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Wesco Insurance Company 3b. Policy Number of entity listed in box "1a": 0127033D 3c. Policy effective period: <u>03/01/2014</u> to <u>03/01/2015</u>

4. Policy covers:

a. All of the employer's employees eligible under the New York Disability Benefits Law

b. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed November 19, 2014 By *Anthony J. Macchione*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 233-0115 Title Authorized Representative

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

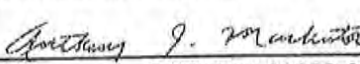
PRODUCER Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME: PHONE (A/C, No, Ext): 518 783-2665	FAX (A/C, No): 5187838754	
	E-MAIL ADDRESS:		
INSURED Bast Hatfield Construction LLC 1399 Crescent Vischer Ferry Rd, Suite 2 Clifton Park, NY 12065-6337	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Harleysville Preferred Insuranc		35696
	INSURER B : Harleysville Worcester Insuranc		26182
	INSURER C : Chubb Indemnity Company		12777
	INSURER D : Wesco Insurance Company		25011
	INSURER E : Harleysville Insurance Co. of N		10674
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		MPA00000062207J	03/01/2014	03/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA00000092290H	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CMB00000071849J	03/01/2014	03/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0044724072	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Disability		0127033D	03/01/2014	Continuous	NY Statutory
B	Lease/Rent Equip		CIM00000086216P	03/01/2014	03/01/2015	\$565,189

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 BHC Project 1501 Ballston Ave Traffic Improvements
 City of Saratoga Springs (owner), Greenman-Pedersen, Inc. (engineer), the people of the State of New York, the New York Commissioner of Transportation and all employees of DOT are added to the General Liability and Umbrella Coverage as Additional Insured on a Primary and Non-Contributory basis if required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Saratoga Springs 474 Broadway City Hall Saratoga Springs, NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

City of Saratoga Springs (owner), Greenman- Pedersen, Inc. (engineer), the people of the State of New York, the New York Commissioner of Transportation and all employees of DOT are also added to the Auto Liability as Additional Insured if required by written contract.
Waiver of Subrogation applies if required by written contract subject to the policy terms & conditions.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7249
(Ed. 12-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OTHER INSURANCE AMENDMENT

Any coverage provided by CG 20 10 Additional Insured-Owners, Lessees or Contractors – Scheduled Person or Organization; CG 20 33 Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You; or CG 20 37 Additional Insured – Owners; Lessees or Contractors – Completed Operations to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless a written contract specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.

Even if the requirements of the above paragraph are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing in CG 00 01 Commercial General Liability Coverage Form.

CG-7346
(Ed. 7-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING
PRIOR TO THE LOSS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, (Condition 8, under Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, we have no right to seek recovery of all or any part of such payment against any person or organization with whom the insured has agreed in writing prior to the loss not to seek recovery of such payments.

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 07-04 Addl Insd-Owners, Lessees or Cont-Comp Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Applies to any person or organization when required in a written contract.

Location And Description Of Completed Operations: Applies to all locations and all completed operations where the insured has performed work.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG-2037

All other terms and conditions of this Policy remain unchanged.



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION - REGION ONE
50 WOLF ROAD — SUITE 1S50
ALBANY, NEW YORK 12232
www.nysdot.gov

SAM ZHOU, PE
REGIONAL DIRECTOR

JOAN McDONALD
COMMISSIONER

December 5, 2014

Mr. Timothy Wales, P.E.
City Engineer
City of Saratoga Springs
474 Broadway, Rm 10
Saratoga Springs, NY 12866

**RE: PIN 1756.60, D0333659 – Ballston Ave Traffic Improvements, City of Saratoga Springs,
Saratoga County, NY**

Dear Mr. Wales:

Please be advised that this Department is in receipt of the Contract Award Package for the above subject, locally administered, Federal-aid project. It appears, based on your recommendation as City Engineer, that you have selected *Bast Hatfield Construction LLC* for the contract award.

After reviewing the Contract Award Package, *Bast Hatfield Construction LLC* has committed to the project's 11% DBE goal and we have deemed the package complete according to the **Procedures for Locally Administered Federal Aid Projects**. Consider this letter as New York State Department of Transportation concurrence with your selection. You may now award the contract to *Bast Hatfield Construction LLC* and commence construction.

Remember that this concurrence is based on the belief that there are no outstanding right of way issues. The Contractor cannot perform work on any property where the ROW has not been acquired including temporary easements, permanent easements, fees or releases. Also, there must be no utility issues. There will be no federal reimbursement for delay charges related to these items if agreements are not in place. Also, all necessary construction permits are the responsibility of the Sponsor to obtain.

Finally be sure that a representative of this office as well as our Regional Materials and Geotechnical Engineer are present at the preconstruction meeting for this project and that they are provided with all of the items that are required to be submitted to NYSDOT at that time.

If you have any questions or need any further information, please contact Tracy Balogh at 518-457-3972.

Sincerely,

Karen I. Hulihan, PE
Regional Local Program Liason
NYS Department of Transportation, R-1
50 Wolf Road, Suite 1s50
Albany, NY 12232



City of Saratoga Springs

OFFICE OF CITY ENGINEER
CITY HALL

474 Broadway, Room 10
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-580-9480
www.saratoga-springs.org

TIMOTHY W WALES, P.E.
CITY ENGINEER

DEBORAH M LABRECHE, P.E.
ASSISTANT CITY ENGINEER

SCOTT PALMER
SURVEY TECHNICIAN

STAN BORDEN
SR ENGINEERING TECHNICIAN

ALBERT FLICK
UTILITIES SYSTEMS LOCATION TECHNICIAN

RECOMMENDATION OF AWARD

Computation Verified by: GPI/Greenman-Pedersen, Inc.

Date: November 11, 2014

Contract No. D033659/PIN 1756.60

Bid Opening Date November 5, 2014

Contract Description:

BALLSTON AVENUE TRAFFIC IMPROVEMENTS PROJECT - This project will address existing vehicular and pedestrian safety problems and includes full depth pavement reconstruction including widening Ballston Avenue and realigning the curb line to provide a center left-turn lane/median, replace the traffic signal at Hamilton Street, install a new traffic control signal at Lincoln Avenue, modify the Union Street intersection to reduce vehicle conflicts, and provide sidewalks and streetscaping on both sides of Ballston Avenue.

BIDDERS IN RANK ORDER:

RANK	CONTRACTOR	BID AMOUNT
	ENGINEER'S ESTIMATE (Includes Addendum #1):	\$1,940,939.00
1	BAST HATFIELD CONSTRUCTION, LLC	\$1,803,652.00
2	KUBRICKY CONSTRUCTION CORP.	\$1,856,412.93
3	RIFENBURG CONSTRUCTION, INC.	\$2,034,785.05
4	DELSIGNORE BLACKTOP PAVING, INC.	\$2,222,216.97
5	REALE CONSTRUCTION COMPANY, INC.	\$2,278,000.00

The Lowest Responsible Bidder: **BAST HATFIELD CONSTRUCTION** with a Low Bid of **\$1,803,652.00**

I recommend the award of the above contract to the lowest responsible bidder.

I recommend rejection of all bids.

Dated 11-25-2014

Signature

Mr. Timothy W. Wales, P.E.

November 12, 2014

Mr. Timothy W. Wales, City Engineer
Saratoga Springs City Hall
474 Broadway
Saratoga Springs, NY 12866

**Re: Ballston Avenue Traffic Improvements Project
City of Saratoga Springs, Saratoga County NY
D033659/PIN 1756.60
GPI Job No. ALB-2011049.00**

Dear Mr. Wales:

In accordance with Chapter 14 of the Procedures for Locally Administered Federal Aid Projects, enclosed is the Contract Award Documentation Package as prepared by **GPI/Greenman-Pedersen, Inc.** for the subject project. The award package has been prepared in accordance with Chapter 14 of these Procedures. The documentation for the Contract Award Package follows the list as shown in Section 14.4.

A) Proof of Advertising

The contract appeared in the New York State Contract Reporter on October 14, 2014 issue. A copy of the confirmation of this submission is enclosed. The contract also was advertised in The Saratogian and the Daily Gazette on October 14, 2014 and again on October 16, 2014 to advertise the project.

B) Memorandum of Bids

The Memorandum of Bids is enclosed and **requires your signature**. The spreadsheet shows the Engineers Estimate of Quantities and Unit Prices. The memorandum also shows the unit prices bid by all bidders. Note the revised Engineers Estimate at \$1,940,939.00 to reflect the changes as a result of Addendum No. 1 and Addendum No.2.

C) Verification of the Low Bidder (mathematical certification)

GPI/Greenman-Pedersen, Inc. completed the mathematical certification of the low bidder on November 5, 2014 as part of the bid analysis. No corrections were necessary to the low bidder's tabulations. There was one adjustment necessary to the bid for DeSignore Blacktop Paving Inc. which increased the bid in the amount of \$27.65. These adjustments did not change the bid ranking.

D) Recommendation of Award by Sponsor

Enclosed is the Recommendation of Award proposing award of the contract to Bast Hatfield Construction, LLC of Clifton Park, NY. This recommendation **requires your signature**.

E) Copy of Signed Proposal of the Verified Low Bidder

The proposal included all of the required items as identified in the bid completeness check as found in the information to bidders including all necessary federal aid contractor requirements, including the following:

1. Non-collusive Bidding Certification
2. Debarment History Certification
3. Bid bond
4. Workers Compensation
5. Lobbying Certification
6. D/M/WBE Goals

F) Bid Analysis From Sponsor

The following components have been addressed in conducting the bid analysis:

1. The contract advertisement met the contract advertisement requirements by advertising for three (3) weeks in advance of the bid opening in the New York State Contract Reporter. Given that (5) firms/vendors firms bid on the contract; adequate competition has been secured.
2. Bids were opened on November 5, 2014 at 11:00 AM.
3. The low bidder proposed for award is the same low bidder that was determined at the bid opening, **Bast Hatfield Construction, LLC**
4. The low bid is 7.1% below the revised engineers estimate (reflective of Addendum No. 1 and No. 2) and 2.7 below the second bidder. A review of all bids does not indicate unbalanced bidding by the apparent low bidder.

G) Documentation demonstrating the low bidder's good faith effort of Disadvantaged Business Enterprise Competition

In accordance with Paragraph 13.5.1 of the Procedures, the goals outlined in the Contract Proposal which was signed by Bast Hatfield Construction, LLC, there is a 11% DEB goal for this contract. Bast Hatfield Construction, LLC has acknowledged this goal and will be entering all DBE subs into **EBO** as soon as the account is activated.

H) Certification of the Low Bidder Responsibility

Using the following guidelines as established by the Governor's Executive Order #170.1 the low bidder has been determined to be responsible.

1. The low bidder does not lack the expertise, experience or financial resources to complete the project.
2. There is no apparent criminal conduct in connection with government contracts.
3. The low bidder has not demonstrated grave disregard for the personal safety of employees, government personnel, or members of the public.

4. The low bidder has no record of willful non-compliance with prevailing wages.
5. The low bidder has no other significant labor law violations.
6. The low bidder has no apparent violations of the Workers Compensation Laws.
7. The low bidder has no apparent criminal conduct involving violations of Environmental Conservation Law or other environmental statutes.
8. The low bidder has demonstrated good faith efforts to comply with Federal or State statutes and regulations regarding efforts to solicit and utilize Minority, Women or Disadvantaged Business Enterprises on government contracts.
9. The low bidder apparently complies with State and Federal equal opportunity statutes and regulations.
10. There are no other causes so serious and compelling that it raises questions about the present responsibility of the low bidder.

In addition to the items above, the following checks have been performed as part of the review for bidder responsibility:

- A check of the General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid has been made and Bast Hatfield Construction, LLC does not appear.
- A check of the Department of Labor's monthly list of firms debarred for willful violations of the labor law has been made and Bast Hatfield Construction, LLC does not appear.
- A check of the Department of State's Corporation database has been made and Bast Hatfield Construction, LLC has the proper authority to conduct business in New York State.
- A check with the Office of Safety and Health Administration for possible safety violations shows that Bast Hatfield Construction, LLC has had eight (8) violations since December 2009. All of these cases have been closed.

I) Certification of resolution of conditional approval Items at PS&E Approval

There were no conditional approval Items at the time of PS&E approval.

J) Copy of all amendments/addendum not included in with the original proposal

There were two (2) addendums issued on October 29, 2014 and October 30, 2014 by the City of Saratoga Springs.

K) A description from the Sponsor on how they intend to inspect and provide QA/QC

1. Contract Inspection: The City of Saratoga Springs will retain **GPI** to provide daily on-site construction inspection services. A signed CMP has been transmitted as part of the PSE package.

2. Project QA/QC: The project will be administered in accordance with the latest New York State Department of Transportation Standard Specifications. The City of Saratoga Springs will require all manufacturers, vendors, contractor and construction inspection engineer to certify materials and workmanship ensuring they conform to the Specifications. There shall be sufficient documentation in accordance with the Specifications to ensure project expenditures remain eligible for Federal reimbursement.

GPI/Greenman-Pedersen, Inc. recommends that City of Saratoga Springs award the subject project to **Bast Hatfield Construction, LLC**. If you are in concurrence with this, please include all supporting documents (A-K above) in a letter to NYSDOT Region 1 (attached) to complete the Award Documentation Package requirements.

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at (518) 453-9431 ext 222 or pfaith@gpinet.com.

Very truly yours,
GREENMAN-PEDERSEN, INC.



Peter Faith, P.E.
Assistant Vice President

E:\2011\ALB-2011049.00 Ballston Ave Traffic Improvements Saratoga Springs\BID REVIEW\01_175660_Cover Letter.docx

cc: File
T. Balogh, NYSDOT (via email)

Vendor Responsibility For-Profit Construction (CCA-2) Form

Status: Certified
Note: The content of any attached documents will not print with this page. To view or print an attached document, you must open it separately by clicking the corresponding hyperlink in the 'Uploaded Files' section of a question.

Basic Vendor Data

Entity Information

Legal Business Entity Name: BAST HATFIELD CONSTRUCTION LLC
TIN (EIN or SSN): 270649178
Vendor ID: 1100003252
Principal Place of Business: 1399 Crescent Vischer Ferry Road
 Clifton Park, NY 12065-6325
 United States
Telephone: (518)373-2000
Fax: (518)373-2303
Website: basthatfield.com

Business Entity Information

Business Type: For-Profit
Business Activity: Construction

Additional Business Entity Identities

Type:	Trade Name	Explanation:	New Company
Name:	Crescent Construction Services, LLC		
Vendor ID:			
Status:	Active		
Type:	Trade Name	Explanation:	New Company
Name:	Bast Capital, LLC		
Vendor ID:			
Status:	Active		
Type:	Trade Name	Explanation:	New Company
Name:	Halfmoon Equipment, LLC		
Vendor ID:			
Status:	Active		
Type:	Trade Name	Explanation:	New Company
Name:	Mohawk Contracting, LLC		
Vendor ID:			
Status:	Active		
Type:	Trade Name	Explanation:	
Name:	Bast Hatfield, Inc.		
Vendor ID:	100006864		
Status:	Active		
Type:	Previously Enrolled As	Explanation:	
Name:	Bast Hatfield Construction, LLC		
Vendor ID:	1100003252		
Status:	Active		
Type:	Previously Enrolled As	Explanation:	
Name:	BAST HATFIELD CONSTRUCTION LLC		
Vendor ID:	1100003252		
Status:	Active		

Authorized Contacts

Name:	A.J. Lomnes	Address:	1399 Vischer Ferry Road
Title:	Vice President		Clifton Park, NY 12065
Telephone:	(518)373-2000		United States
Fax:	(518)373-2303		
Email:	ajlomnes@basthatfield.com		

OSC Online Services

I. Business Characteristics

1.0 Business Entity type - Check appropriate box and provide additional information:

- Corporation (including PC)
- Limited Liability Company (LLC or PLLC)
- Limited Liability Partnership (LLP)
- Limited Partnership (LP)
- General Partnership
- Sole Proprietor
- Other

Date Organized

07/30/2009

1.1 Was the Business Entity formed in New York State?

- Yes
- No

1.2 Is the Legal Business Entity publicly traded?

- Yes
- No

1.3 Is the Business Entity currently registered to do business in New York State?

Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership.

- Yes
- No
- Not Required

1.4 Is the responding Business Entity a Joint Venture?

Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.

- Yes
- No

1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State?

(Select "N/A" if Principal Place of Business is in New York State.)

- Yes
- No
- N/A

1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?

Yes

No

1.7 Identify each person or business entity that is, or has been within the past five (5) years, a Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable.

Joint Ventures: Provide information for all firms involved.

Note: If more than four (4) Business Entity Officials or Principal Owners need to be listed, select "Attach Document" as the response.

Select method for providing this information:

Enter Below

Attach Document

Name (For each person, include middle initial)

Christopher O. Bast, Jr.

Title

President

Percentage of ownership (Enter 0% if not applicable)

51%

Employment status with the firm

Current

Former

Add another?

Yes

No

Name (include middle initial)

Megan M Bast

Title

Secretary

Percentage of ownership (Enter 0% if not applicable)

49%

Employment status with the firm

Current

Former

Add another?

Yes

No

Name (include middle initial)

A.J. Lomnes

Title

Vice President

Percentage of ownership (Enter 0% if not applicable)

0%

Employment status with the firm

Current

Former

Add another?

Yes

No

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?

Yes
 No

Select method for providing this information:

Note: If more than four (4) firms need to be listed, select "Attach Document" as the response.

Enter Below
 Attach Document(s)

Provide Firm/Company Name(s), address, EIN, if available, firm's primary business activity, explain relationship with firm and indicate percent ownership. If there are any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm, provide the name and title of each individual.

Uploaded Files

[CCA-2 Form Section II response.doc](#) 26K

- 2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above?

Yes
 No

- 2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past 3 years?

Yes
 No

New York State
Vendor Responsibility Questionnaire
II. Affiliate and Joint Venture Relationships
Item 2.0

Bast Capital, LLC

1399 Crescent Vischer Ferry Road
Halfmoon, NY 12065
President: Christopher O. Bast, Jr. (51%)
Secretary: Megan Bast (49%)
Filed: New York State
EIN No. 27-0649054

Bast Hatfield Construction, LLC

1399 Crescent Vischer Ferry Road
Halfmoon, NY 12065
President: Christopher O. Bast, Jr. (51%)
Secretary: Megan Bast (49%)
Vice President: A.J. Lomnes
Filed: New York State
EIN No. 27-0649178

Crescent Construction Services, LLC

1399 Crescent Vischer Ferry Road
Halfmoon, NY 12065
President: Christopher O. Bast, Jr. (51%)
Secretary: Megan Bast (49%)
Vice President: Thomas W. Vandish
Filed: New York State
EIN No. 27-3842528

Halfmoon Equipment, LLC

1399 Crescent Vischer Ferry Road
Halfmoon, NY 12065
President: Christopher O. Bast, Jr. (51%)
Secretary: Megan Bast (49%)
Filed: New York State
EIN No. 27-0649405

Mohawk Contracting, LLC

1399 Crescent Vischer Ferry Road
Halfmoon, NY 12065
President: Christopher O. Bast, Jr. (49%)
Secretary: Megan Bast (51%)
Filed: New York State
EIN No. 27-0649235

Bast Hatfield, Inc.

1399 Crescent Vischer Ferry Road
Halfmoon, NY 12065
President: Christopher O. Bast, Jr. (51%)
Secretary: Megan Bast (49%)
Vice President: A.J. Lomnes
Filed: New York State
EIN No. 14-1593432

III. Contract History

Based on the Business Entity's New York State Vendor Identification Number (Vendor ID) provided, active contracts with New York State contracting entities approved as of April 2012 by the Office of the State Comptroller and approved contracts submitted after April 2012 are displayed by selecting 'Contract Data' in the menu to the left.

3.0 Has the Business Entity completed any construction contracts?

- Yes
- No

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

- Attach Document
- Use Completed Contract Template

For each contract, include Agency/Owner, Contact Person, Telephone Number, Prime or Subcontractor, Joint Venture Name, Joint Venture EIN, Design Architect and/or Design Engineer, Award Date, Contract Number, Contract Amount, Date Completed

Uploaded Files

[COMPPROJ.XLS](#) 101K

3.1 Does the Business Entity currently have uncompleted construction contracts?

Note: Ongoing projects must be included.

- Yes
- No

List all current uncompleted construction contracts:

- Attach Document
- Use Uncompleted Contract Template

For each contract, include Agency/Owner, Contact Person, Telephone Number, Contract Number, Prime or Subcontractor, Joint Venture Name, Joint Venture EIN, Design Architect and/or Design Engineer, Total Dollar amount of firm's contract, Dollar amount sublet to others, Uncompleted dollar amount of Firm's contract (or Subcontract), award date and anticipated completion date, and include the Grand total for all uncompleted contracts.

Uploaded Files

[PIPS.XLS](#) 34K

CURRENT PROJECTS

PROJECT	OWNER	OWNER CONTACT PHONE	ARCHITECT ENGINEER	ARCHITECT/ENGINEER CONTACT PHONE	CONTRACT AMOUNT
The Salvation Army Family Store	The Salvation Army	Alistair Fraser	Schopfer Architects	Mark Pearson 315-474-6501	\$ 3,195,500.00
Price Chopper Store #244, Sutton, MA	The Golub Corporation	Chet Pennacchia 518-379-1545	Cuhaci & Peterson Architects, Engineers, Planners	Matt Conte 407-661-9100	\$ 6,698,575.00
Olympic Jumping Complex Concrete Patio & Foundation System	Olympic Regional Development Authority	518-302-5332	Northwoods Engineering, PLLC	518-891-4975	\$ 184,200.00
Family Dollar - Baldwinsville, NY	Baldwinsvillewood, LLC	Steve McMillen 518-382-0600	n/a	n/a	\$ 410,605.00
Route 5S Emergency Watershed Protection - Plotter Kill	Town of Rotterdam	Peter Comenzo 518-355-7575	Greenman-Pedersen, Inc.	Chris Cornwell 518-453-9431	\$ 131,640.25
BHBL CSD Additions & Reconstruction Phase 1A High School	Burnt Hills-Ballston Lake CSD		Mosaic Associates Architects	Gene Browning 518-479-4000	\$ 359,000.00
Rite Aid Store #4803 - Lake Placid, NY	Rite Aid Corporation	Jack Langenfeld 248-515-8307	Bruce Ronayne Hamilton Associates	603-878-4823	\$ 233,856.00
Rite Aid Store #10320 - Bristol, VT	Rite Aid Corporation	Jack Langenfeld 248-515-8307	Bruce Ronayne Hamilton Associates	603-878-4823	\$ 263,825.00
Town of Milton Sidewalks & Curbs	Town of Milton	Teri Wilson 518-885-9220	MJ Engineering & Land Surveying, PC	Lisa Wallin 518-371-0799	\$ 243,018.00
Rite Aid Store #10373 - Portland, CT	Rite Aid Corporation	Bob Maus 845-753-5747	Bruce Ronayne Hamilton Associates	603-878-4823	\$ 234,634.00
Runnings - Claremont, NH	Runnings Supply, Inc.	507-532-9566	Keystone Architectural Services	518-439-4795	TBD
Runnings - Clay, NY	Runnings Supply, Inc.	507-532-9566	Keystone Architectural Services	518-439-4795	TBD
Cairo-Durham CSD Reconstruction Work Phase 6	Cairo-Durham CSD	n/a	Mosaic Associates Architects	Todd Vogel	\$ 368,000.00
Boiler Reconstruction - Steinmetz Career & Leadership Academy	Schenectady City School District	n/a	Mosaic Associates Architects	Roy Hasbrovck 518-479-4000	\$ 479,000.00
Kimberly Plaza - Façade Renovation 2014	Kimberly Partners of Albany, LP	518-783-5871	Neil Pelone Architecture	n/a	\$ 191,478.00

CURRENT PROJECTS

PROJECT	OWNER	OWNER CONTACT PHONE	ARCHITECT ENGINEER	ARCHITECT/ENGINEER CONTACT PHONE	CONTRACT AMOUNT
Wood Road Building A	DCG Development	518-383-0059	n/a	n/a	\$ 688,300.00
Reconstruction & Alterations to Schoharie CSD Bus Garage Phase 2	Schoharie Central School District	518-295-6673	Mosaic Associates Architects	Gene Browning 518-479-4000	\$ 153,350.00
Shaker Point Phase III	The Society of the Sisters of Saint Joseph	n/a	Lecesse Construction Services	David Schrantz 585-334-4490	\$ 193,954.00
Price Chopper Store #112, Clifton Park, NY	The Golub Corporation	Ryan Hill 518-379-1251	Marchand-Jones, Architects	Mike Kopchik 518-383-5561	TBD
Price Chopper Store #39, Wilton, NY	The Golub Corporation	Ryan Hill 518-379-1251	Marchand-Jones, Architects	Mike Kopchik 518-383-5561	TBD
50 Simmons Lane, Menands, NY	Two Girls and A Guy 2, LLC	David Fusco 518-382-0600	n/a	n/a	\$ 1,095,720.00
Homewood Suites	DCG Development	Dave Congdon 518-383-0059	Gerri A. Kielhofner Architect	417-521-6107	TBD
Wal-Mart Store # 2140-01 North Conway, NH	Wal-Mart Stores, Inc.	Kim MacLaren 479-295-4369	BRR Architecture, Inc./Bohler Engineering	Michael Mehrwin 913-262-9095 James Bernardino 508-480-9900	\$10,037,000.00
Shenendehowa CSD Reconstruction Work @ School District	Shenendehowa CSD Board of Education	August Freeman 518-488-2009	Mosaic Associates Architects	518-479-4000	\$ 1,661,100.00
Staybridge Suites	Turf Hotels	n/a	Gilban Building Company (CM)		\$ 2,197,500.00
Embassy Suites Hotel Saratoga Springs, NY	DCG Development	Dave Congdon 518-383-0059	Butler, Rosenbury & Partners	Gerri Kielhofner 417-865-6100	\$16,000,000.00
Sam's Store # 8195-05 Manchester, CT (Expansion)	Wal-Mart Stores, Inc.	Jessica McClellan 479-426-3715	Raymond Harris & Associates / CPH Engineers	Shade L. O'Quinn 214.749.0626 Nash Varadarajan 860.875.1808	\$ 8,457,000.00

Completed Projects
2014

PROJECT	OWNER		OWNER CONTACT PHONE		ARCHITECT ENGINEER		ARCHITECT/ENG CONTRACT		CONTRACT AMOUNT	
Wal-Mart DC # 6041 Sharon Springs, NY	Wal-Mart Stores East, LLP	Richard McKeehan 479-204-1326			GTM Architects	Christopher Peoples 240-333-2027			\$	229,000.00
Wal-Mart Store # 1831-08 Clay, NY	Wal-Mart Stores, Inc.	Dale Gauthier 426-0502	479-		Bergmann Associates	Glenn Harvey 585-232-5137			\$	9,328,000.00
Malta Dunkin Donuts - Demo	Thomas J. Burke	n/a			Keystone Architectural Services	Bill Matuszek 518-439-4795			\$	1,962,775.00
Rite Aid Store #10164, Everett, MA	Rite Aid Corporation	Dave Sowle 401-864-1472			Bruce Ronayne Hamilton Architects	603-878-4823			\$	413,065.00
LL Bean - Albany, NY	LL Bean, Inc.	John Moynihan			Keystone Architectural Services	Bill Matuszek 518-439-4795			\$	66,082.00
Rite Aid Store #646 - Johnstown, NY	Rite Aid Corporation	Jack Langenfeld			Bruce Ronayne Hamilton Architects	n/a			\$	204,051.00
Runnings Rome	Running Supply, Inc.	Dan Herrmann 507-532-9566			Keystone Architectural Services	Bill Matuszek 518-439-4795			\$	589,617.00
Runnings Gloversville	Running Supply, Inc.	Dan Herrmann 507-532-9566			Keystone Architectural Services	Bill Matuszek 518-439-4795			\$	563,495.00
Runnings Canandaigua	Running Supply, Inc.	Dan Herrmann 507-532-9566			Keystone Architectural Services	Bill Matuszek 518-439-4795			\$	699,808.00
Hip End Shelter	Town of Clifton Park	Margy Kasky 518-371-6651			n/a	n/a			\$	44,445.00
Malta Dunkin Donuts - Demo	Thomas J. Burke	n/a			Keystone Architectural Services	Bill Matuszek 518-439-4795			\$	1,962,775.00
Trustco Bank Sitework	PF Development Group	Dave Leon 518-376-5125			ABD Engineer	Tom Andress 518-377-0315			\$	52,000.00
Price Chopper Store #242 - Little Falls, NY	The Golub Corporation	Jim Miakisz 518-379-1601			James E Downs Architects	407-661-9100			\$	3,235,406.00

Completed Projects
2014

Price Chopper Store # 246 Chatham	The Golub Corporation	Mark Jamro 518-379-1517	Marchand-Jones, Architects	518-383-5561	\$ 798,793.00
Fairfield Inn Conversion	Stockbridge Road Realty, LLC	Vijay Mahida 413-664-3314	BMA Architectural Group	603-673-1991	\$ 733,914.00
Rite Aid Vassar Road Poughkeepsie, NY Store #597	Rite Aid Corporation	Bob Maus 914-536-3109	Bruce Ronayne Hamilton Architects	603-878-4823	\$ 189,550.00
Rite Aid Carthage, NY Store #654	Rite Aid Corporation	Jack Langenfeld 248-515-8307	RCS Architecture	Robert Spahn 716-677-4700	\$ 181,701.00
LG Plaza Work	LG Plaza, LLC	Steve McMillen	n/a	n/a	\$ 93,626.00
Rite Aid Store #3524, Northville, NY	Rite Aid Corporation	Dan Nikulich 607-481-8761	Bruce Ronayne Hamilton Architects	603-878-4823	\$ 165,333.00
Rite Aid Store #1327 Ossipee, NH	Rite Aid Corporation	Dave Sowle 401-864-1472	Bruce Ronayne Hamilton Architects	603-878-4823	\$ 181,840.00
Rite Aid Store #160 Newburgh, NY	Rite Aid Corporation	Alan Einsbruch 856-217-5473	Tricarico Architect & Design, PC	973-692-0222	\$ 204,514.00
Rite Aid #4133 Portland, ME	Rite Aid Corporation	Dave Sowle 401-864-1472	Bruce Ronayne Hamilton Architects	603-878-4823	\$ 229,538.00
Rite Aid #2428 Chester, NY	Rite Aid Corporation	Bob Maus 914-536-3109	Bruce Ronayne Hamilton Architects	603-878-4823	\$ 247,419.00

Completed Projects
2014

Rite Aid Store #10362 - Colchester, CT	Rite Aid Corporation	Bob Maus 845-753-5747	Bruce Ronayne Hamilton Associates	603-878-4823	\$ 213,921.00
Rite Aid Store #10677 - Chatham, NY	Rite Aid Corporation	Bob Maus 845-753-5747	Bruce Ronayne Hamilton Associates	603-878-4823	\$ 204,873.00
Baron Office/Warehouse Facility - Liebich Lane Slab	Liebich Lane One, LLC d/b/a Robert J. Baron	518-456-8114	Harlan-McGee of North America	n/a	\$ 219,845.00
Riverbank Restoration East Branch AuSable River	Town of Jay	n/a	AES-Northeast, PLLC	Jim Dogan 518-561-1598	\$ 324,000.00
Taconic Hills CSD Interior & Sitework	Taconic Hills Central School District	Nick Smith 518-325-2883	SEI Design Group	Matthew Schools 518-435-2467	\$ 732,400.00
Prattsville Main Street Improvements Phase 1	Town of Prattsville	Kevin Piccoli 518-299-3125	Synthesis Architects	518-370-1576	\$ 166,261.00
Price Chopper Ghent Phase 2	Golub Corporation	518-379-1517	Marchand-Jones, Architects	Steve Jones 518-383-5561	\$ 3,870,000.00
Price Chopper Store #247 Warrensburg, NY	The Golub Corporation	Chester Pennacchia 518-379-1601	Marchand-Jones, Architects	Steve Jones 518-383-5561	\$ 3,304,843.00
Price Chopper Store #242 - Little Falls, NY	The Golub Corporation	Jim Miakisz 518-379-1601	James E Downs Architects	407-661-9100	\$ 3,235,406.00
Price Chopper Store # 246 Chatham (Phase 1-Shell)	The Golub Corporation	Mark Jamro 518-379-1517	Marchand-Jones, Architects	518-383-5561	\$ 798,793.00
Price Chopper Store #242 - Ghent (sitework)	Chatham Associates of Albany	Ken Segel 518-783-5871	Creighton Manning Engineering, LLP	518-446-0396	\$ 2,954,184.00

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

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

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 suspension of any business or professional permit and/or license?

Yes

No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?

Yes

No

VII. Legal Proceedings/Government Investigations

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.

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 investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

- Yes
- No

7.1 Been the subject of:
 (i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
 (ii) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise?

- Yes
- No

7.2 Received any OSHA citation, which resulted in a final determination classified as serious or willful?

- Yes
- No

Provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved and any remedial or corrective action(s) taken and the current status of the issue(s)

Select method for providing this information:

- Enter Below
- Attach Document(s)
- Attach Document(s) with Explanation

Uploaded Files

[OSHA History letter](#) 29K

7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?

- Yes
- No

7.4 Had a New York State Labor Law violation deemed willful?

- Yes
- No

7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?

- Yes
- No



June 23, 2014

Dear Sir/Madam:

This is in response to your request for additional information regarding Bast Hatfield's OSHA history for the past five years.

Since December 1, 2009 Bast Hatfield has received the following OSHA citations:

6/10/2010 a serious charge for failure to have a chemical inventory list 1910.1200 e 1.

Bast Hatfield developed a written jobsite form and procedure to prevent reoccurrence of this citation.

3/11/2010—a serious charge for one employee wearing safety glasses—OSHA felt the employee should have also been wearing a full face shield. 1926.102 a 1.

Additional training was held to make employees aware of this hazard, and PPE requirements were changed to require use of

Dennis Gilmore
Safety Director

7.6 Other than the previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:

- Federal, state or local health laws, rules or regulations;
- Federal, state or local environmental laws, rules or regulations;
- Unemployment insurance or workers compensation coverage or claim requirements;
- Any labor law or regulation, which was deemed willful;
- Employee Retirement Income Security Act (ERISA);
- Federal, state or local human rights laws; or
- Federal, state or local security laws?

- Yes
 No

VIII. Leadership Integrity

Note: If the Business Entity is a Joint Venture Entity, answer "N/A - Joint Venture" 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:

8.0 Sanctioned relative to any business or professional permit and/or license?

- Yes
- No
- N/A - Joint Venture

8.1 Suspended, debarred or disqualified from any government contracting process?

- Yes
- No
- N/A - Joint Venture

8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

- Yes
- No
- N/A - Joint Venture

8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:
 (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?

- Yes
- No
- N/A - Joint Venture

IX. Financial and Organizational Capacity

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

- Yes
- No

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000?

- Yes
- No

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity 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.

- Yes
- No

Provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s), and the current status of the issue(s).

Select method for providing this information:

- Enter Below
- Attach Document(s)
- Attach Document(s) with Explanation

Uploaded Files

CCA-2 Section 9.2 updated June 2014.doc 42K

9.3 In the last seven (7) years has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

- Yes
- No

9.4 What is the Business Entity's Bonding Capacity?
Select method for providing this information:

- Enter Below
- Attach Document

Single Project :

\$35,000,000.00

Aggregate (All Projects):

\$85,000,000.00

9.5 List Business Entity's Gross Sales for previous three (3) fiscal years:
Select method for providing this information:

- Enter Below
- Attach Document

1st Year (indicate year)

Amount

2nd Year (indicate year)

Amount

3rd Year (indicate year)

Amount

9.6 List Business Entity's Average Backlog for previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)
Select method for providing this information:

- Enter Below
- Attach Document

1st Year (indicate year)

Amount

2nd Year (indicate year)

Amount

3rd Year (indicate year)

Amount

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete the Financial Template found below and attach the document.
Select method for providing this information:

- Financial Template
- Attach Financial Statement

Uploaded Files

[Financial Statement.pdf](#) 243K

BAST HATFIELD CONSTRUCTION, LLC AND AFFILIATES

Consolidated Financial Statements as of
December 31, 2013 and 2012
Together with
Independent Auditor's Report

Bonadio & Co., LLP
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

April 4, 2014

To the Board of Directors and Shareholders of
Bast Hatfield Construction, LLC and Affiliates:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Bast Hatfield Construction, LLC (a New York Limited Liability Corporation) and Affiliates, which comprise the consolidated balance sheets as of December 31, 2013 and 2012, and the related consolidated statements of income, comprehensive income, owners' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(Continued)

INDEPENDENT AUDITOR'S REPORT

(Continued)

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bast Hatfield Construction, LLC and Affiliates as of December 31, 2013 and 2012, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Consolidating Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information in Schedules I - III are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Bonadio & Co., LLP

BAST HATFIELD CONSTRUCTION, LLC AND AFFILIATES

CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 14,143,853	\$ 16,756,941
Investments	511,605	1,500,647
Contract receivables	16,460,496	19,399,194
Costs and estimated earnings in excess of billings on contracts in progress	567,725	1,122,172
Other receivables	153,669	153,384
Due from related parties	171,969	216,570
Prepaid expenses and other current assets	<u>261,426</u>	<u>244,333</u>
Total current assets	32,270,743	39,393,241
PROPERTY AND EQUIPMENT, net	2,079,396	1,780,002
OTHER ASSETS: Investments	<u>659,328</u>	<u>462,738</u>
	<u>\$ 35,009,467</u>	<u>\$ 41,635,981</u>
LIABILITIES AND OWNERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 370,666	\$ 421,269
Accounts payable	17,326,150	23,455,572
Billings in excess of costs and estimated earnings on contracts in progress	3,062,056	6,382,515
Accrued expenses and payroll deductions payable	<u>4,365,900</u>	<u>3,090,829</u>
Total current liabilities	25,124,772	33,350,185
LONG-TERM LIABILITIES:		
Long-term debt, net of current portion	973,684	1,344,351
Deferred compensation liability	<u>659,328</u>	<u>462,738</u>
Total liabilities	<u>26,757,784</u>	<u>35,157,274</u>
OWNERS' EQUITY:		
Common stock - No par value, 2,000 shares authorized and issued, 1,562 shares outstanding	40,500	40,500
Accumulated other comprehensive income	80,918	30,371
Retained earnings	514,427	667,633
Members' equity	<u>7,828,988</u>	<u>5,953,353</u>
Total	8,464,833	6,691,857
Less: Common stock held in treasury (438 shares at cost in 2013 and 2012)	<u>213,150</u>	<u>213,150</u>
Total owners' equity	<u>8,251,683</u>	<u>6,478,707</u>
	<u>\$ 35,009,467</u>	<u>\$ 41,635,981</u>

The accompanying notes are an integral part of these statements.

BAST HATFIELD CONSTRUCTION, LLC AND AFFILIATES

CONSOLIDATED STATEMENTS OF INCOME FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
EARNED REVENUE	\$ 96,458,898	\$ 98,539,705
COST OF EARNED REVENUE	<u>88,640,491</u>	<u>92,766,750</u>
GROSS PROFIT	7,818,407	5,772,955
GENERAL AND ADMINISTRATIVE EXPENSES	<u>6,033,184</u>	<u>4,776,905</u>
NET OPERATING INCOME	1,785,223	996,050
OTHER INCOME	<u>167,152</u>	<u>100,130</u>
TOTAL	1,952,375	1,096,180
OTHER EXPENSES	<u>220,081</u>	<u>144,561</u>
INCOME BEFORE INCOME TAXES	1,732,294	951,619
INCOME TAX EXPENSE	<u>9,865</u>	<u>8,578</u>
NET INCOME	1,722,429	943,041
LESS: INCOME ATTRIBUTABLE TO NON CONTROLLING INTERESTS	<u>611,685</u>	<u>416,124</u>
NET INCOME - BAST HATFIELD CONSTRUCTION, LLC	<u>\$ 1,110,744</u>	<u>\$ 526,917</u>

The accompanying notes are an integral part of these statements.

BAST HATFIELD CONSTRUCTION, LLC AND AFFILIATES

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
NET INCOME	\$ 1,722,429	\$ 943,041
OTHER COMPREHENSIVE INCOME:		
Net unrealized gain on investments arising during the year	<u>50,547</u>	<u>21,744</u>
COMPREHENSIVE INCOME	<u>\$ 1,772,976</u>	<u>\$ 964,785</u>

The accompanying notes are an integral part of these statements.

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).

(Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.)

Yes

No

Indicate the question number and explain the basis for the claim

Item: 9.7 Financial Information

BID FORM

PROJECT IDENTIFICATION: PIN 1756.60
Ballston Avenue (NYS 50) Traffic Improvements
Project
City Bid # 2014-06
City of Saratoga Springs
Saratoga County, New York

CONTRACT IDENTIFICATION: D033659/PIN 1756.60

THIS BID IS SUBMITTED TO: City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, New York 12866

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 Instructions 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)

Addendum 1	10/29/14
Addendum 2	10/30/14

- 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.

- d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents
- e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
- f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

- 4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

One Million Eight Hundred Three Thousand Six Hundred Fifty-Two Dollars	(\$ 1,803,652.00)
(use words)	(figures)

Unit Prices have been computed in accordance with paragraph 11.03.C General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

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

6. The following documents are attached to and made a condition of this Bid:

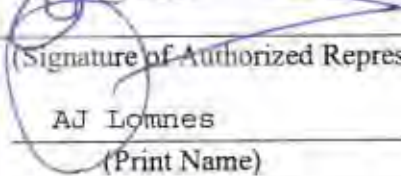
a. All documents set forth in the Bidders Checklist.

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

City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866
Attn. Stephani Voigt

8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on November 5th 2014.

CONTRACTOR 
(Signature of Authorized Representative)
AJ Lomnes
(Print Name)
Vice President
(Title)

BIDDER INFORMATION SHEET

NAME OF BIDDER: * Bast Hatfield Construction, LLC

ADDRESS: 1399 Crescent Vischer Ferry Road, Clifton Park, NY 12065

PHONE NUMBER: 518.373.2000

TYPE OF ENTITY: CORPORATION PARTNERSHIP INDIVIDUAL
Limited Liability

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: Bast Hatfield Construction, LLC

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

Christopher O. Bast, Jr. - 51%

Megan M. Bast - 49%

LIST OF OFFICERS: Christopher O. Bast, Jr. - President

Megan M. Bast - Secretary

LIST OF DIRECTORS: Christopher O. Bast, Jr.

Megan M. Bast

DATE OF ORGANIZATION: 7/30/09

IF A PARTNERSHIP: N/A

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**

Bast Hatfield Construction, LLC

(NAME OF CORPORATION)

"Resolved that AJ Lomnes, Vice President
(Person Authorized to Sign) (Title)

Bast Hatfield
of Construction, LLC authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

Ballston Avenue (NYS 50) Traffic Improvements 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:

Bast Hatfield Construction, LLC

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 27th day of October 2014

By Megan M. Bast
Megan M. Bast
Title Secretary

(SEAL)

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

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

ITEM NUMBER	ESTIMATE QUANTITY	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AVERAGE BID	
			DOLLARS	CENTS	DOLLARS	CENTS
203.02	4838	UNCLASSIFIED EXCAVATION AND DISPOSAL Twenty Dollars and Zero Cents PER CUBIC YARD	20	00	96,760	00
203.03	199	EMBANKMENT IN PLACE Fifteen Dollars and Zero Cents PER CUBIC YARD	15	00	2,985	00
203.07	744 997	SELECT GRANULAR FILL Eleven Dollars and Zero Cents PER CUBIC YARD	11	00	10,967	00
204.01	6	CONTROLLED LOW STRENGTH MATERIAL (CLSM) Five Hundred Dollars and Zero Cents PER CUBIC YARD	500	00	3,000	00
206.0201	1916 2409	TRENCH AND CULVERT EXCAVATION Eight Dollars and Zero Cents PER CUBIC YARD	8	00	19,272	00

CARRY FORWARD _____

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	EST. BID PRICE		AMOUNT (\$,000)	
			DOLLARS	CENTS	DOLLARS	CENTS
206.03	4341	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION Ten Dollars and Zero Cents PER LINEAR FOOT	10	00	43,410	00
206.05	43	TEXT PIT EXCAVATION Three Hundred Fifty Dollars and Zero Cents PER EACH	350	00	15,050	00
207.21	157	GEOTEXTILE SEPERATION Three Dollars and Zero Cents PER SQUARE YARD	3	00	471	00
209.1003	2050	SEED AND MULCH - TEMPORARY One Dollar and Fifty Cents PER SQUARE YARD	1	50	3,075	00
209.13	1155	SILT FENCE - TEMPORARY Three Dollars and Zero Cents PER LINEAR FOOT	3	00	3,465	00

CARRY FORWARD

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITY	ITEMS WITH NO BID PRICE WRITE IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
209.1703	353	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED - TEMPORARY Eighteen Dollars and Zero Cents PER LINEAR FOOT	18	00	6,354	00
304.12	2792	SUBBASE COURSE TYPE 2 Thirty Five Dollars and Zero Cents PER CUBIC YARD	35	00	97,720	00
402.126202	576	12.5 F2 TOP COURSE HMA, 60 SERIES COMPACTION Eighty Five Dollars and Zero Cents PER TON	85	00	48,960	00
402.126212	29	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.126202 Seventy Dollars and Zero Cents PER QUALITY UNIT	70	00	2,030	00
402.196902	958	19 F9 BINDER COURSE HMA, 60 SERIES COMPACTION Seventy Five Dollars and Zero Cents PER TON	75	00	71,850	00

CARRY FORWARD

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT AND PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT/BID	
			DOLLARS	CENTS	DOLLARS	CENTS
402.196912	48	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.196902 Seventy Dollars and Zero Cents PER QUALITY UNIT	70	00	3,360	00
402.376902	1152	37.5 F9 BASE COURSE HMA, 60 SERIES COMPATION Seventy Dollars and Zero Cents PER TON	70	00	80,640	00
402.376912	58	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.376912 Seventy Dollars and Zero Cents PER QUALITY UNIT	70	00	4,060	00
407.0102	838	DILUTED TACK COAT Six Dollars and Zero Cents PER GALLON	6	00	5,028	00
407.0103	4	STRAIGHT TACK COAT One Hundred Dollars and Zero Cents PER GALLON	100	00	400	00

CARRY FORWARD

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

TOTAL NUMBER	ESTIMATE QUANTITIES	ITEMS WITH COST BID PRICE WRITTEN IN WORDS	EST. BID PRICE		AMOUNT
			FEET	DOLLARS	
490.30	147	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE Ten Dollars and Zero Cents PER SQUARE YARD	10 00	1,470 00	
552.17	22955	SHIELDS AND SHORING Zero Dollars and Ten Cents PER SQUARE FOOT	0 10	2,295 50	
554.5002	250	FILL TYPE RETAINING WALL AESTHETIC TREATMENT - TEXTURED SURFACE INTEGRAL COLOR Sixty Five Dollars and Zero Cents PER SQUARE FOOT	65 00	16,250 00	
601.01110001	21	EXPOSED AGGREGATE CONCRETE SURFACE Thirty Dollars and Zero Cents PER SQUARE YARD	30 00	630 00	
603.77	2	CONCRETE COLLARS One Thousand Twelve Hundred Dollars PER EACH	1,200 00	2,400 00	

CARRY FORWARD

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	QUANTITIES AND UNITS IN WORDS	UNIT PRICE		TOTAL AMOUNT
			DOLLARS	CENTS	
603.9815	466	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER Thirty Five Dollars and Zero Cents PER LINEAR FOOT	35 00		16,310 00
603.9818	516	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 18 INCH DIAMETER Forty Dollars and Zero Cents PER LINEAR FOOT	40 00		20,640 00
603.98040005	586	POLYVINYL CHLORIDE PRESSURE PIPE (SEWER) 4 INCH DIAMETER Fourteen Dollars and Zero Cents PER LINEAR FOOT	14 00		8,204 00
603.99220015	21	POLYVINYL CHLORIDE PIPE, SANITARY SEWER GRAVITY, 6" DIAMETER Fifty Five Dollars and Zero Cents PER LINEAR FOOT	55 00		1,155 00
603.99230015	206	POLYVINYL CHLORIDE PIPE, SANITARY SEWER GRAVITY, 8" DIAMETER Thirty Five Dollars and Zero Cents PER LINEAR FOOT	35 00		7,210 00

CARRY FORWARD

D033659

P.L.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH SHOWN QUANTITY WORDS IN WORDS	UNIT BID PRICE		TOTAL SUBTOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070101	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES Two Thousand Dollars and Zero Cents PER EACH	2,000	00	2,000	00
604.300671	85	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR CAST IRON FI FRAME Two Hundred Eighty Dollars and Zero Cents PER LINEAR FOOT	280	00	23,800	00
604.4060	6	ROUND PRECAST CONCRETE MANHOLE TYPE 60 Three Hundred Fifty Dollars and Zero Cents PER LINEAR FOOT	350	00	2,100	00
604.4096	10	ROUND PRECAST CONCRETE MANHOLE TYPE 96 Nine Hundred Dollars and Zero Cents PER LINEAR FOOT	900	00	9,000	00
604.50190108	36	OFFSET CATCH BASIN Six Hundred Thirty Dollars and Zero Cents PER LINEAR FOOT	630	00	22,680	00

CARRY FORWARD

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT, BILL PRICE, WRITTEN IN WORDS	UNIT BIDDING		AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
604.51020415	1	STORMWATER TREATMENT SYSTEM Twenty Five Thousand Dollars, and Zero Cents PER EACH	25,000	00	25,000	00
605.1001	174	UNDERDRAIN FILTER TYPE 2 Thirty Five Dollars and Zero Cents PER CUBIC YARD	35	00	6,090	00
605.1701	2350	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER Ten Dollars and Zero Cents PER LINEAR FOOT	10	00	23,500	00
606.71	215	REMOVING AND DISPOSING OF CORRUGATED BEAM GUIDE RAILING Ten Dollars and Zero Cents PER LINEAR FOOT	10	00	2,150	00
607.95010007	86	REMOVE, TORE AND RSET EXISTING FENCING Twenty Two Dollars, and Zero Cents PER LINEAR FOOT	22	00	1,892	00

CARRY FORWARD

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	QUANTITY	DETAILED DESCRIPTION WORDS IN WORDS	UNIT PRICE		TOTAL PRICE
			DOLLARS	CENTS	
608.0101	195	CONCRETE SIDEWALKS AND DRIVEWAYS Three Hundred and Fifty Dollars and Zero CentsPER CUBIC YARD	350	00	68,250 00
608.020102	171	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS AND VEGETATION CONTROL STRIPS One Hundred Eighty Five Dollars and Zero CentsPER TON	185	00	31,635 00
608.020112	9	PLANT PRODUCTION ADJUSTMENT TO 608.020102 Seventy Dollars and Zero CentsPER QUALITY UNIT	70	00	630 00
608.21	28	EMBEDDED DETECTABLE WARNING UNITS Three Hundred Dollars and Zero CentsPER SQUARE YARD	300	00	8,400 00
609.0401	3300	CAST-IN-PLACE CONCRETE CURB TYPE VF150 Thirteen Dollars and Zero CentsPER LINEAR FOOT	13	00	42,900 00

CARRY FORWARD

D033659

P.I.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT AND PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
609.0403	110	CAST-IN-PLACE CONCRETE CURB TYPE M150 Thirty Dollars and Zero Cents PER LINEAR FOOT	30	00	3,300	00
609.2202	100	UNPAINTED HOT MIX ASPHALT CURB (VERTICAL FACED) Twenty Dollars and Zero Cents PER LINEAR FOOT	20	00	2,000	00
609.99970011	17	PRECAST CONCRETE WHEEL STOP Fifty Dollars and Zero Cents PER LINEAR FOOT	50	00	850	00
610.1101	5	MULCH FOR PLANTING TYPE A,B & D - WOOD CHIPS AND SHREDDING BARK Two Hundred and Fifty Dollars and Zero Cents PER CUBIC YARD	250	00	1,250	00
610.1403	214	TOPSOIL - LAWNS Seventy Dollars and Zero Cents PER CUBIC YARD	70	00	14,980	00

CARRY FORWARD

D033659

P.L.N. 1756.60 / CITY BID #-2014-06

BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WHICH USE BIDDING WRITTEN IN WORDS	UNIT BID PRICE		
			DOLLARS	CENTS	DOLLARS CENTS
610.1404	53	TOPSOIL - SPECIAL PLANTING MIX Seventy Dollars and Zero Cents PER CUBIC YARD	70	00	3,710 00
610.1602	1945	TURF ESTABLISHMENT - LAWNS Two Dollars and Zero Cents PER SQUARE YARD	2	00	3,890 00
610.19	10	WATERING VEGETATION One Hundred Dollars and Zero Cents PER MILLION GALLON	100	00	1,000 00
611.0161	25	PLANTING- MAJOR DECIDUOUS TREES - 2 1/2 INCH CALIPER BALL & BURLAP, FIELD POTTED OR FIELD BOXED Four Hundred Dollars and Zero Cents PER EACH	400	00	10,000 00
611.0421	4	PLANTING DECIDUOUS SHRUBS - 15 INCH HEIGHT/SPREAD BALL & BURLAP, FIELD POTTED OR FIELD BOXED One Hundred Dollars and Zero Cents PER EACH	100	00	400 00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH NEW BID PRICE WORDS IN WORDS	EST. BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
614.060204	3	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED Five Hundred Dollars and Zero Cents... PER EACH	500	00	1,500	00
614.060304	10	TREE REMOVAL OVER 12 INCHES TO 18 INCHES BREAST HEIGHT - STUMPS GRUBBED Seven Hundred and Fifty Dollars and Zero Cents... PER EACH	750	00	7,500	00
619.01	#5000- 1	BASIC WORK ZONE TRAFFIC CONTROL <i>One hundred, thirteen thousand dollars and zero cents.</i> PER LUMP SUM	113,000	00	113,000	00
619.04	85	TYPE III CONSTRUCTION BARRICADE One Hundred Thirty-Five Dollars and... PER EACH	135	00	11,475	00
619.110202	2	PORTABLE, VARIABLE MESSAGE SIGN (PVMS)(LED)CELLULAR COMMUNICATIONS) Thirteen Thousand Dollars and Zero... Cents... PER EACH	13,000	00	26,000	00

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ITEM NUMBER	ESTIMATED QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
619.1301	1	TEMPORARY TRAFFIC SIGNALS Forty Thousand Dollars and Zero CentsPER EACH LOCATION	40,000	00	40,000	00
619.1611	9	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT A) Two Hundred Dollars and Zero CentsPER INTERMITTENT	200	00	1,800	00
625.01	40080 1	SURVEY OPERATIONS Twenty Thousand Dollars and Zero CentsPER LUMP SUM	20,000	00	20,000	00
625.06	1	PERMANENT SURVEY MARKERS Two Hundred and Fifty Dollars andPER EACH	250	00	250	00
627.50140008	1176	CUTTING PAVEMENT Two Dollars and Zero CentsPER LINEAR FOOT	2	00	2,352	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
637.11	9	ENGINEER'S FIELD OFFICE - TYPE 1 Two Thousand Dollars and Zero Cents PER MONTH	2,000	00	18,000	00
637.34	5000	OFFICE TECHNOLOGY AND SUPPLIES One Dollar and Zero Cents PER DOLLAR CENTS	1	00	5,000	00
637.36	5000	CONSTRUCTION TESTING SUPPLIES-CONSUMABLES One Dollar and Zero Cents PER DOLLAR CENTS	1	00	5,000	00
645.5102	97	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS Twenty Five Dollars and Zero Cents PER SQUARE FOOT	25	00	2,425	00
645.5202	23	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING Twenty Seven Dollars and Zero Cents PER SQUARE FOOT	27	00	621	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITE IN WORDS	TOTAL BID PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
645.81	21	TYPE A SIGN POSTS One Hundred Thirty Five Dollars and Zero Cents.....PER EACH	135	00	2,835	00
647.18010108	1	RELOCATE COMMERCIAL SIGN Two Thousand Dollars and Zero Cents.....PER EACH	2,000	00	2,000	00
647.18010208	1	RELOCATE COMMERCIAL SIGN Two Thousand Dollars and Zero Cents.....PER EACH	2,000	00	2,000	00
647.31	1	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY - SIZE I (UNDER 30 SQUARE FEET) One Hundred Twenty Dollars and Zero Cents.....PER EACH	120	00	120	00
647.51	28	REMOVE AND DISPOSE SIGN PANEL ASSEMBLY - SIZE I (UNDER 30 SQUARE FEET) Fifteen Dollars and Zero Cents.....PER EACH	15	00	420	00

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BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	QUANTITY AND UNIT PRICE WORDS IN WORDS	UNIT PRICE		AMOUNT
			DOLLARS	CENTS	
655.05010010	4	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS Two Hundred Fifty Dollars and Zero Cents PER EACH	250	00	1,000 00
655.05020010	2	FRAMES AND COVERS FOR SANITARY SEWER MANHOLES Eight Hundred Dollars and Zero Cents PER EACH	800	00	1,600 00
655.0704	15	CAST FRAME F1, UNMOUNTABLE CURB BOX CUI & RETICULINE GRATE G1 One Thousand Dollars and Zero Cents PER EACH	1,000	00	15,000 00
655.1202	6	MANHOLE FRAME AND COVER Eight Hundred Dollars and Zero Cents PER EACH	800	00	4,800 00
660.97100010	16	PRECAST SANITARY SEWER MANHOLE Three Hundred Dollars and Zero Cents PER LINEAR FOOT	300	00	4,800 00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

CITY NUMBER	ESTIMATED QUANTITIES	DETAILED DESCRIPTION WITH UNITS AND WORDS	UNIT BID PRICE		TOTAL BID	
			DOLLARS	CENTS	DOLLARS	CENTS
662.01000107	5000- 1	REESTABLISH ELECTRICAL UNDERGROUND SERVICE TO CUSTOMERS Three Thousand Dollars and Zero CentsPER LUMP SUM	3,000	00	3,000	00
663.0106	85	DUCTILE IRON CEMENT LINED WATER PIPE, 6 INCH Fifty Five Dollars and Zero CentsPER LINEAR FOOT	55	00	4,675	00
663.1006	3	RESILANT WEDGE VALVE & VALVE BOX, 6 INCH Three Hundred Dollars and Zero CentsPER EACH	300	00	900	00
663.1301	1	HYDRANT Two Thousand Eight Hundred Dollars and Zero CentsPER EACH	2,800	00	2,800	00
663.161406	3	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, 14 INCH X 6 INCH Four Thousand Dollars and Zero CentsPER EACH	4,000	00	12,000	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITE UP IN WORDS	UNIT PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
663.30	1	RELOCATE EXISTING HYDRANT Six Hundred and Fifty Dollars and PER EACH	650	00	650	00
663.31	2	RELOCATE EXISTING WATER VALVE & VALVE BOX One Hundred and Fifty Dollars and Zero Cents PER EACH	150	00	300	00
663.33	11	ADJUST EXISTING VALVE BOX ELEVATION One Hundred Dollars and Zero Cents PER EACH	100	00	1,100	00
670.0104	25	FOUNDATION FOR LIGHT STANDARDS, 4 FEET LONG Eight Hundred Fifty Dollars and Zero Cents PER EACH	850	00	21,250	00
670.10010004	25	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE Three Thousand Five Hundred Dollars PER EACH	3,500	00	87,500	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID (R/O) WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT (\$/UNIT)	
			DOLLARS	CENTS	DOLLARS	CENTS
670.2602	2811	RIGID PLASTIC CONDUIT, 2" Three Dollars and Zero Cents PER LINEAR FOOT	3	00	8,433	00
670.3010	3	PULLBOXES 7.6 CUBIC FEET TO 10 CUBIC FEET, INSIDE VOLUME (LIGHTING) One Thousand Dollars and Zero Cents PER EACH	1,000	00	3,000	00
670.53070104	1	POWER POINT DISCONNECT ASSEMBLY Three Thousand Five Hundred Dollars and Zero Cents PER EACH	3,500	00	3,500	00
670.7004	5800	SINGLE CONDUCTOR CABLE, NUMBER 6 GAUGE Two Dollars and Fifty Cents PER LINEAR FOOT	2	50	14,500	00
670.7501	3000	GROUND WIRE NO. 6 AWG Two Dollars and Fifty Cents PER LINEAR FOOT	2	50	7,500	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
670.81	1	REMOVE AND DISPOSE LAMPOST ASSEMBLY Four Hundred Dollars and Zero Cents PER EACH	400	00	400	00
670.82	1	REMOVE LAMPOST FOUNDATION Two Hundred Fifty Dollars and Zero Cents PER EACH	250	00	250	00
680.5001	18	POLE EXCAVATION AND CONCRETE FOUNDATION Nine Hundred Dollars and Zero Cents PER CUBIC YARD	900	00	16,200	00
680.5002	2	CONCRETE BASE FOR CONTROLLER CABINET Six Hundred Dollars and Zero Cents PER EACH	600	00	1,200	00
680.510501	19	PULLBOX-RECTANGULAR 26X18 INCH, REINFORCED CONCRETE Eight Hundred Fifty Dollars and Zero Cents PER EACH	850	00	16,150	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITY	QUANTITY WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.51200108	11	CAST ALUMINUM JUNCTION BOX Seven Hundred Dollars and Zero CentsPER EACH	700	00	7,700	00
680.520103	90	CONDUIT, METAL SHEET, ZINC COATED, 1 INCH Five Dollars and Zero CentsPER LINEAR FOOT	5	00	450	00
680.520504	150	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 1 1/4 INCH Two Dollars and Zero CentsPER LINEAR FOOT	2	00	300	00
680.520506	1350	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 2 INCH Three Dollars and Zero CentsPER LINEAR FOOT	3	00	4,050	00
680.520508	30	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 3 INCH Four Dollars and Zero CentsPER LINEAR FOOT	4	00	120	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

POST NUMBER	ESTIMATED QUANTITIES	ITEMS AND UNIT BID PRICE WORDS IN WORDS	CITY BID PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
680.54	1275	INDUCTANCE LOOP INSTALLATION Twelve Dollars and Zero Cents PER LINEAR FOOT	12	00	15,300	00
680.600634	2	TRAFFIC SIGNAL POLE-SPAN WIRE 6,000 POUN LOAD, 34 FEET LONG Ten Thousand Dollars and Zero Cents PER EACH	10,000	00	20,000	00
680.621844	1	TRAFFIC SIGNAL POLE, MAST ARM, 18 FEET MOUNTING HEIGHT, 44 FEET ARM LENGTH Thirteen Thousand Dollars and Zero Cents PER EACH	13,000	00	13,000	00
680.6708	11	TRAFFIC SIGNAL POLE POST TOP MOUNT, 8 FEET MOUNTING HEIGHT Two Thousand Five Hundred Dollars and Zero Cents PER EACH	2,500	00	27,500	00
680.6812	1	TRAFFIC SIGNAL POLE - BRACKET MOUNT 12 FEET MOUNTING HEIGHT Two Thousand Six Hundred Dollars and Zero Cents PER EACH	2,600	00	2,600	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIFORM PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.7002	1	DUAL SPAN WIRE ASSEMBLY WITH UPPER TETHER WIRE Two Thousand Dollars and Zero Cents PER EACH	2,000	00	2,000	00
680.71	3000	SHIELDED LEAD-IN CABLE Two Dollars and Zero Cents PER LINEAR FOOT	2	00	6,000	00
680.72	3450	INDUCTANCE LOOP WIRE Two Dollars and Zero Cents PER LINEAR FOOT	2	00	6,900	00
680.730514	3000	SIGNAL CABLE 5 CONDUCTOR, 14 AWG Two Dollars and Zero Cents PER LINEAR FOOT	2	00	6,000	00
680.731014	480	SIGNAL CABLE 10 CONDUCTOR, 14 AWG Three Dollars and Zero Cents PER LINEAR FOOT	3	00	1,440	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITE IN WORDS	UNIT BID PRICE		ADJUSTED	
			DOLLARS	CENTS	DOLLARS	CENTS
680.731514	210	SIGNAL CABLE, 15 CONDUCTOR, 1/4 AWG Five Dollars and Zero Cents PER LINEAR FOOT	5	00	1,050	00
680.79000001	1	REMOVE TRAFFIC SIGN EQUIPMENT Ten Thousand Dollars and Zero Cents PER LUMP SUM	10,000	00	10,000	00
680.80324708	2	MICROCOMPUTER CABINET BASE Seven Hundred Dollars and Zero Cents PER EACH	700	00	1,400	00
680.80370501	2	CONTROLLER AND CABINET 4 THROUGH 8 PHASE FULL TRAFFIC ACTUATED-NEMA Twelve thousand Dollars and Zero Cents PER EACH	12,000	00	24,000	00
680.810101	16	TRAFFIC SIGNAL MODULE-12 INCH RED BALL, LED One Hundred Thirty Dollars and Zero Cents PER EACH	130	00	2,080	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WORDS IN WORDS	EXTENDED PRICE		TOTAL (V.100)	
			DOLLARS	CTS.	DOLLARS	CTS.
680.810103	16	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL LED Two Hundred Dollars and Zero Cents PER EACH	200	00	3,200	00
680.810104	3	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED One Hundred Fifty Dollars and Zero Cents..... PER EACH	150	00	450	00
680.810105	16	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED Two Hundred Dollars and Zero Cents PER EACH	200	00	3,200	00
680.810106	3	TRAFFIC CONTROL MODULE - 12 INCH, GREEN ARROW, LED One Hundred Sixty Dollars and Zero Cents..... PER EACH	160	00	480	00
680.810601	54	TRAFFIC SIGNAL SECTION - POLYCARBONATE, TYPE I, 12 INCH One Hundred Fifty Dollars and Zero Cents..... PER EACH	150	00	8,100	00

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BROUGHT FORWARD

ITEM NUMBER	QUANTITY	ITEMS/WHOLE UNIT AND PRICE IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.8111	6	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY Two Hundred Fifty Dollars and Zero Cents PER EACH	250	00	1,500	00
680.8112	5	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY Three Hundred Ten Dollars and Zero Cents PER EACH	310	00	1,550	00
680.813105	14	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLISED Two Hundred Fifty Dollars and Zero Cents PER EACH	250	00	3,500	00
680.813106	28	PEDESTRIAN SIGNAL SECTION - POLYCARBONATE, TYPE 1, 12 INCH One Hundred Fifty Dollars and Zero Cents PER EACH	150	00	4,200	00
680.8141	3	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY One Hundred Seventy Dollars and Zero Cents PER EACH	170	00	510	00

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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.8142	11	SIGNAL POST TOP MOUNT ASSEMBLY One Hundred Fifty Dollars and Zero Cents PER EACH	150	00	1,650	00
680.81500010	14	PEDESTRIAN COUNT-DOWN TIMER Two Hundred Fifty Dollars and Zero Cents PER EACH	250	00	3,500	00
680.8204	2	OVERHEAD SIGN ASSEMBLY TYPE D Seven Hundred Fifty Dollars and Zero Cents PER EACH	750	00	1,500	00
680.8207	1	OVERHEAD SIGN ASSEMBLY TYPE G Nine Hundred Dollars and Zero Cents PER EACH	900	00	900	00
680.82210210	2	RECTANGULAR RAPID FLASHING BEACON (RRFB) ELECTRIC- POWERED WITHOUT BREAKAWAY TRANSFORMER BASE Seven Thousand Dollars and Zero Cents	7,000	00	14,000	00

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.8225	14	PEDESTRIAN PUSH-BUTTON AND SIGN - WITHOUT POST Two Hundred Dollars and Zero Cents PER EACH	200	00	2,800	00
680.90920001	2	ELECTRIC METER SOCKET, 100 AMPS, SNG PHASE, 120 VOLTS FOR TRAFFIC SIGNAL LIGHT CIRCUITS - NIAGARA MOHAWK POWER CO Four Hundred Dollars and Zero Cents EACH	400	00	800	00
680.935001SA	2	SPREAD SPECTRUM WIRELESS TRAFFIC CONTROL Two Thousand Five Hundred Dollars and Zero Cents PER EACH	2,500	00	5,000	00
680.935002SA	2	DIRECTIONAL YAGI ANTENNAE FOR WIRELESS TRAFFIC CONTROL Five Hundred Sixty Dollars and Zero Cents PER EACH	560	00	1,120	00
680.935003SA	100	REMOTE ANTENNAE CABLE FOR WIRELESS TRAFFIC CONTROL Six Dollars and Zero Cents PER LINEAR FOOT	6	00	600	00

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS AND/OR BEST BID PRICE WRITTEN IN WORDS	EST. BID PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.935004SA	2	REMOTE ANTENNAE CABLE INSTALLATION HARDWARE KIT FOR SPREAD SPECTRUM Four Hundred Dollars and Zero Cents PER EACH	400	00	800	00
680.95010615	400	SERVICE CABLE 1 CONDUCTOR, NO.6 AWG Three Dollars and Zero Cents PER LINEAR FOOT	3	00	1,200	00
685.11	4601	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS Two Dollars and Fifty Cents PER LINEAR FOOT	2	50	11,502	50
685.12	4266	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS Two Dollars and Fifty Cents PER LINEAR FOOT	2	50	10,665	00
685.13	16	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS One Hundred Dollars and Zero Cents PER EACH	100	00	1,600	00

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
685.14	13	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS Two Hundred Dollars and Zero Cents PER EACH	200	00	2,600	00
697.03	88000	FIELD CHANGE PAYMENT One Dollar and Zero Cents PER DOLLAR CENTS	1	00	88,000	00
697.04	10000	ASPHALT PRICE ADJUSTMENT One Dollar and Zero Cents PER DOLLAR CENTS	1	00	10,000	00
697.05	200	FUEL PRICE ADJUSTMENT One Dollar and Zero Cents PER DOLLAR CENTS	1	00	200	00
699.040001	1	MOBILIZATION MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM Sixty Five thousand Dollars and zero cents PER LUMP SUM	65,000	00	65,000	00
TOTAL OR GROSS SUM WRITTEN IN WORDS: One million eight hundred and three thousand six hundred fifty two dollars and zero cents			S 1,903,652.00			

NON-COLLUSIVE BIDDING & DISBARMENT CERTIFICATIONS

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW CERTIFICATION:

1. Every Bidder 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 the 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 to 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 a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where 1, a, b, and c 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.

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) 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) above.

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.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he 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.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

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

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. 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.)

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 1399 Crescent Vischer Ferry Road
Street or PO Box No

Clifton Park
City

NY 12065
State Zip

Federal Identification No: 27-0649178

Name of Contact Person: AJ Lomnes

Phone # of Contact Person: 518.373.2000

If Bidder is a Corporation:

Christopher O. Bast, Jr. - Saratoga Springs, NY
Presidents Name & Address

AJ Lomnes - Waterford, NY
Vice Presidents Name & Address

Megan M. Bast - Middle Grove, NY
Other officer's Name & Address

If Bidder is a Partnership: N/A

Partners Name & Address

Partners Name & Address

If Bidder is a Sole Proprietorship N/A


Owners Name & Address

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 the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139-d of State Finance Law, and Section 112(c), 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, or civil judgments required by 49 CFT Part 29.

Bast Hatfield Construction, LLC
(Legal name of Person, Corporation, or Firm Which is Submitting Bid or Proposal)

Date 11/5/14

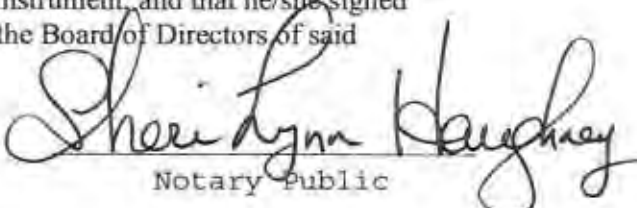
By: 
(Signature of Person Representing Above)
AJ Lomnes
As: Vice President
(Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF Saratoga)

On this 5th day of November, 2014 before me personally came AJ Lomnes 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 Waterford, NY, and that he/she is the Vice President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

SHERI LYNN HAUGHNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01HA6061868
Commission Expires July 23, 2017


Notary Public

Notary Public

(Acknowledge By Partnership) N/A

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 depose and say that he/she is a partner 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

(Acknowledge By Individual Contractor) N/A

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, and that he/she acknowledge that he/she executed the same.

Notary Public

BID BOND

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

BIDDER (Name and Address):

East Hatfield Construction, LLC
 1399 Crescent Vischer Ferry Road, Suite 2
 Clifton Park, NY 12065

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

Western Surety Company c/o CNA Surety
 333 S. Wabash Ave., 41st Floor
 Chicago, IL 60604

OWNER (Name and Address):

City of Saratoga Springs
 474 Broadway - City Hall
 Saratoga Springs, NY 12866

BID

Bid Due Date: November 5, 2014

Description (Project Name and Include Location): Ballston Avenue (NYS 50) Traffic
 Improvements Project - City Bid #2014-06 - D033659 / PIN 1756.60

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): October 31, 2014

Penal sum Five Percent of the Amount Bid \$ 5%
 (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

East Hatfield Construction, LLC (Seal)
 Bidder's Name and Corporate Seal

By: _____

Signature

A. J. Lonnes

Print Name

Vice President

Title

Attest: Erica Hogan

Signature

Witness

Title

SURETY

Western Surety Company (Seal)
 Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Attorney)

Harry B. Ungeheuer

Print Name

Attorney-in-Fact

Title

Attest: Rae Lynn Kaplan

Signature

Witness

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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harry B Ungeheuer, Gary Edie, Michael Grasso, John Bieniek, Carol A Baldwin, Barbara Ann Lavenia, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of October, 2012.



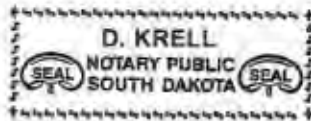
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

On this 1st day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of October, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF Saratoga } ss

On this 31st day of October, 2014, before me personally appeared A. J. Lomnes to me known, who, being by me first duly sworn, did depose and say that he/she resides in Waterford, New York; that he/she is the Vice President of Bast Hatfield Construction, LLC

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

Sheri Lynn Haughney
Notary Public
SHERI LYNN HAUGHNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01HA6061868
Commission Expires July 23, 2017

SURETY

STATE OF New York }
COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Albany County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, New York in said County, this 31st day of October, A.D. 2014.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 05/20/18

Barbara A. Lavenia
Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2013

ASSETS

Bonds	\$1,724,685,206
Stocks	23,751,064
Cash and short-term investments	15,700,560
Investment income due and accrued	20,454,904
Uncollected premiums and agents' balances	42,288,900
Net deferred tax asset	20,676,332
Other assets	8,794,561
Total Assets	<u><u>\$1,856,351,527</u></u>

LIABILITIES AND SURPLUS

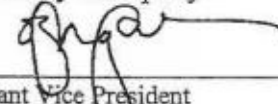
Losses	\$307,482,238
Reinsurance payable on paid losses and loss adjustment expenses	5,583,589
Loss adjustment expense	59,547,344
Contingent and other commissions payable	5,935,659
Unearned premiums	252,195,516
Advance premiums	5,072,293
Payable to parent, subsidiaries and affiliates	7,650,063
Other liabilities	7,270,652
Total Liabilities	<u><u>650,737,354</u></u>

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	280,071,836
Unassigned funds	<u>921,542,337</u>
Surplus as regards policyholders	<u>\$1,205,614,173</u>
Total Liabilities and Capital	<u><u>\$1,856,351,527</u></u>



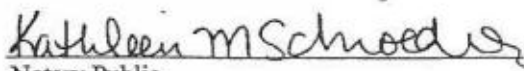
I, Oliver B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2013, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2014.

My commission expires: "OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15


Notary Public

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Saratoga

AJ Lomnes

of Bast Hatfield Construction, LLC

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

Signed: _____

AJ Lomnes

Subscribed and sworn to before me

this 5th day of November, 2014

Sheri Lynn Haughney
Notary Public

SHERI LYNN HAUGHNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01HA6061868
Commission Expires July 23, 2017

CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (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).

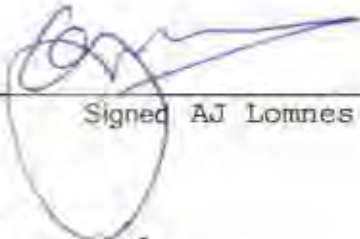
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended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

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

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

I, AJ Lomnes, being duly sworn, deposes and says that he/she is the
Vice President of Bast Hatfield Construction, LLC and

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

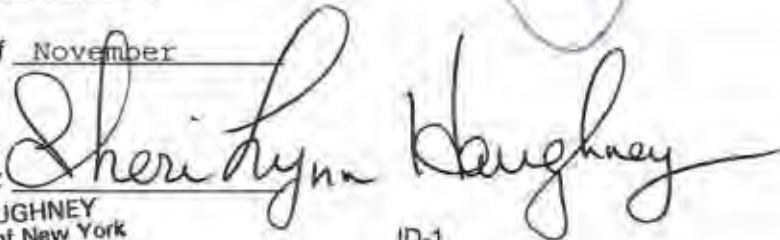


Signed AJ Lomnes

SWORN to before me this

5th day of November

2014

Notary Public: 

SHERI LYNN HAUGHNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01HA6061868
Commission Expires July 23, 2017

ID-1

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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 sub-recipients shall certify and disclose accordingly.

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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 sub award 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".

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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.

N/A

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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: (Check appropriate item) a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: (Check appropriate item) a. bid/offer/application b. initial award c. post-award	3. Report Type: (Check appropriate item) a. initial filing b. material change For Material Change Only: Year _____ quarter date of last report
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:	
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):	
Information requested through this form is authorized by title 31 U.S.C. section _____		
11. 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: _____		Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

LA-4

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID
CONTRACTS**

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet
Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ Of _____

Empty disclosure area for reporting lobbying activities.

Authorized for Local Reproduction - Standard Form LLL

**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 Appendix A.

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>11%</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 Equal Opportunity Development and Compliance
1220 Washington Avenue
Albany, NY 12232-0444
(518) 457-1129
www.dot.state.ny.us/oeodc/menu.html

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 S. Pearl Street
Albany, NY 12245
(518) 292-5250
www.nylovesmwbe.ny.gov/
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

Walt Rafferty

(Name)

Vice President

(Title)

Telephone Number

() 518.373.2000

RETURN THIS PAGE WITH BID

DMWBE-1



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
Purchasing Department
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

SHARON KELLNER-BYRNES
DEPUTY COMMISSIONER

October 29, 2014

Addendum #1
Ballston Avenue Traffic Improvements Project 2014-06
PIN 1756.60/D 033659

The following, issued to the bid document holders of records, indicates changes to the bid documents for the Ballston Avenue Traffic Improvements Project, Bid Opening 11:00 am Wednesday November 5, 2014.

1. The Bidder shall **CROSS OUT** the year of the Substantial Completion date shown on the Notice to Proceed form included in the Post Award Forms section of the Project Manual, and **SUBSTITUTE** the year 2015.
2. The Bidder shall **CROSS OUT** Article 3.1 on Page AG-1 of the Project Manual, and **SUBSTITUTE** the following:
 - 3.1 The Work will be substantially complete on or before November 30, 2015, and completed and ready for final payment in accordance with section 14.07 of the General Conditions on or before December 31, 2015.
3. Change the ESTIMATE QUANTITIES for the following items:

ITEM NO.	UNIT	QUANTITY	CONTRACT PROPOSAL PG.
206.0201	CY	1,916 2,409	BS-1

The Bidder shall **CROSS OUT** the quantity for Item 206.0201 Trench and Culvert Excavation shown on Bid Summary Sheet (BS-1) of the Contract Proposal and the Estimate of Quantities Table included on DWG. EOQ-1, and **SUBSTITUTE** the quantity 2,409 CY. If the Bidder fails to make these changes, the City will do so and adjust the AMOUNT BID and the TOTAL BID accordingly.

4. Change the ESTIMATE QUANTITIES for the following items:

ITEM NO.	UNIT	QUANTITY	CONTRACT PROPOSAL PG.
203.07	CY	744 997	BS-1

5. The Bidder shall **CROSS OUT** the quantity for Item 203.07 Select Granular Fill shown on Bid Summary Sheet (BS-1) of the Contract Proposal and the Estimate of Quantities Table included on DWG. EOQ-1, and **SUBSTITUTE** the quantity 997 CY. If the Bidder fails to make these changes, the City will do so and adjust the AMOUNT BID and the TOTAL BID accordingly.

6. Item 204.01 Controlled Low Strength Material is estimated to be used in abandoned pipe segments within the Ballston Avenue corridor including the following:

6" Sanitary Main	STA. B 5+55 to B 7+50
4" Sanitary Service	STA. B 5+50 to B 5+55
12" Storm Drainage Pipe	STA. B 7+35 to B 7+65
12" Storm Drainage Pipe	STA. B 7+75 to B 8+40
12" Storm Drainage Pipe	STA. B 8+40 to B 8+45
12" Storm Drainage Pipe	STA. B 8+40 to B 8+55

7. Tree Removal is by others are they responsible for removing the Stumps as well? ***Answer: Tree removals will be performed by the contractor and are noted on GNP-1 through GNP-3. Tree Removal Table is included on MST-1.***
8. 603.98040005 Pressure Sewer Pipe 4" is on the Bid form and the plans call for 1.25" Force main which is it and what are we tying it into and how? ***Answer: The intent is to replace the existing 1.25" sanitary force main (paid under 603.98040005) which connects 15 Ballston Ave to existing sanitary sewer on Union Street which will be in conflict with roadway improvements.***
9. Are all the utilities going to be relocated before we start the 90 day shut down? ***Answer: No, all utilities will not be relocated before the start of the 90 day shut down. The contractor will coordinate with the utilities under 625.01 Survey Operations to verify new utility locations will not be in conflict with proposed roadway improvements. Relocation work can then begin, however it's unlikely that all utilities will be relocated by the start of the 90 day shutdown.***

This bid opens on November 5, 2014 at 11:00 a.m.



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
Purchasing Department
474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER
SHARON KELLNER-BYRNES
DEPUTY COMMISSIONER

October 30, 2014

Addendum #2
Ballston Avenue Traffic Improvements Project 2014-06
PIN 1756.60/D 033659

The following, issued to the bid document holders of records, indicates changes to the bid documents for the Ballston Avenue Traffic Improvements Project, Bid Opening 11:00 am Wednesday November 5, 2014.

1. Change the ESTIMATE QUANTITIES for the following items:

ITEM NO.	UNIT	QUANTITY	CONTRACT PROPOSAL PG.
619.01	LS	75,000 1	BS-12

The Bidder shall **CROSS OUT** the quantity for Item 619.01 Basic Work Zone Traffic Control shown on Bid Summary Sheet (BS-12) of the Contract Proposal and the Estimate of Quantities Table included on DWG. EOQ-1, and **SUBSTITUTE** the quantity 1 LS. If the Bidder fails to make these changes, the City will do so and adjust the AMOUNT BID and the TOTAL BID accordingly.

2. Change the ESTIMATE QUANTITIES for the following items:

ITEM NO.	UNIT	QUANTITY	CONTRACT PROPOSAL PG.
625.01	LS	25,000 1	BS-13

The Bidder shall **CROSS OUT** the quantity for Item 625.01 Survey Operations shown on Bid Summary Sheet (BS-13) of the Contract Proposal and the Estimate of Quantities Table included on DWG. EOQ-1, and **SUBSTITUTE** the quantity 1 LS. If the Bidder fails to make these changes, the City will do so and adjust the AMOUNT BID and the TOTAL BID accordingly.

3. Change the ESTIMATE QUANTITIES for the following items:

ITEM NO.	UNIT	QUANTITY	CONTRACT PROPOSAL PG.
662.01000107	LS	5,000 1	BS-17

The Bidder shall **CROSS OUT** the quantity for Item 662.01000107 Reestablishing Electrical Underground Service to Customers shown on Bid Summary Sheet (BS-17) of the Contract Proposal and the Estimate of Quantities Table included on DWG. EOQ-2, and **SUBSTITUTE** the quantity 1 LS. If the Bidder fails to make these changes, the City will do so and adjust the AMOUNT BID and the TOTAL BID accordingly.

4. The bidder shall take note that the BID SUMMARY SHEETS (BS-1 through BS-30) are being provided in Microsoft Excel format with this Addendum to simplify bid preparation. The bidder shall take note that the Microsoft Excel file provided has already incorporated the quantity changes noted above.

5. Project “Notice To Bidders”, page NTB-1 fourth paragraph depicts that this project has a DBE goal of 11% as well as Minority (MBE) and Female (WBE) participation goals of 3.2% and 6.9%, respectively. Furthermore, Proposal Page DMWBE-1 depicts only a DBE goal of 11%. NYSDOT Standard Specification 102-12 states: *“The DBE program applies to Federal-Aid contracts and the MBE/WBE (M/WBE) program applies to non Federal-Aid contracts.”*

- a. Is this project for the Ballston Avenue (NYS 50) Traffic Improvements considered a federally aided or non-federally aided contract?

The project is considered a federally aided contract.

- b. As it appears that only one set of goals should be utilized, could the City please clarify which set of goals the Contractor should observe?

The contractor should observe the DBE utilization goal of 11%. There are no MBE/WBE utilization requirements however; minority and female participation of 3.2% and 6.9% is desired by the contractors’ forces.

6. Project Plan Sheet 10 of 65 (GNN-1), Utility Note 25 states: *“Private utility companies are also required to alter/relocate their facilities within the project limits. It is anticipated that this work shall be completed prior to the start of construction.”* Project Special Note “Work Required For Utility Relocations”, paragraph one, sentence two states: *“The following utility relocation work to be performed by the respective utility companies will occur concurrently with the Contractor’s operations on this project.”* As the durations listed in the Special Note are quite significant for the utility company relocations and could greatly impact the Contractor’s work, could the City please clarify whether the utility company’s relocations will happen prior to or concurrently with the Contractor’s work?

Once the contractor is under contract, the intent is to have the contractor coordinate with the utility companies under 625.01 Surveying Operations to identify roadway features to ensure that utility relocations will not be in conflict with proposed roadway improvements. Utility relocations are expected to begin prior to the 90 day shutdown however, it’s expected that some of the relocation work will be performed concurrently during the 90 day road closure.

7. Project Special Note, Work Required For Utility Relocations, depicts a duration of 26 weeks (182 calendar days) for the work associated with utility relocations. Project Plan Sheet 11 of 65 (TCN-1), Special Note 42, says that the Contractor will be allowed a 90 calendar day detour of Ballston Ave for reconstruction. If the utility relocation work is to be completed concurrently with the Contractor’s reconstruction of Ballston Ave. the 90 calendar day detour window would not be sufficient for completion of the reconstruction. Could the City please verify the detour duration or clarify when the utility relocation work is to be completed?

Once the contractor is under contract, the intent is to have the contractor coordinate with the utility companies under 625.01 Surveying Operations to identify roadway features to ensure that utility relocations will not be in conflict with proposed roadway improvements. Utility relocations are expected to begin prior to the 90 day shutdown however, it’s expected that some of the relocation work will be performed concurrently during the 90 day road closure.

8. Project Plan Sheet 11 of 65 (TCN-1), Work Zone Traffic Control Note 34 essentially says that the Contractor is responsible for having the roadway backfilled and open to two lane traffic at the end of each work shift. Furthermore, same plan sheet, note 25 says that the Contractor shall not have gravel roadways for more than five (5) consecutive days. If Ballston Ave. is to be fully reconstructed under a traffic detour, is the City still going to require the aforementioned provisions?

These provisions noted above will not be required within the limits of the road closure, however the contractor is required to maintain access to existing residential and commercial properties within the closure limits. The aforementioned provisions relate to intersection work and side street tie in work that will be constructed under traffic.

9. Project Plan Sheet 21, note 2, says that the Contractor is responsible for paying the electric until accepted by the City of Saratoga Springs. The service provider will not provide a temporary service to a Contractor; the service would have to be under the name of the permanent owner. Could the City please clarify the ownership of payment for the temporary electric service?

The City of Saratoga Springs will have ownership of payment for temporary electric service.

No more questions will be taken on this project.

END ADDENDUM #2

US CUSTOMARY UNITS

PIN 1756.60

D033659

CITY BID # - 2014-06

PROPOSAL

Submitted in accordance with the
NYSDOT Standard Specifications for
US Customary Units adopted May 1,
2008, and the Highway Law.

Book 1 of 1

BALLSTON AVENUE (NYS 50)
TRAFFIC IMPROVEMENTS
PROJECT

PROJECT FOR:
CITY OF SARATOGA SPRINGS
SARATOGA COUNTY

LETTING TIME & DATE:
11:00 AM, NOVEMBER 5, 2014

LETTING LOCATION:
CITY OF SARATOGA SPRINGS
DEPARTMENT OF ACCOUNTS
CITY HALL - 474 BROADWAY
SARATOGA SPRINGS, NY 12866

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• Bid Form	BF-1 to BF-4
• Certified Copy of Resolution of Board of Directors	BF-5
• Bid Summary Forms	BS-1 to BS-30
• Non-Collusive Bidding & Disbarment Certification	NC-1 to NC-5
• Bid Bond	BB-1 to BB-2
• Affidavit of Workers Compensation	WC-1
• Iran Divestment Act Certification	ID-1
• Lobbying Certifications	LA-1 to LA-5
• D/M/WBE Utilization Goals	DMWBE-1
<i>(Forms listed below are to be returned within 10 days of Bid Opening)</i>	
• Saratoga Springs R&S Agreement	RSA-1
○ Certificates of Insurance	
○ Proof of OSHA 10 Hour Construction Safety Course	
• NYS Uniform Contracting Questionnaire	17 Pages (minimum)
Agreement	AG-1 to AG-7
Construction Payment Bond	3 pages
Construction Performance Bond	3 pages
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Special Specifications	As noted

NOTICE TO BIDDERS

D033659/PIN 1756.60

CITY BID # - 2014-06

BALLSTON AVENUE (NYS 50) TRAFFIC IMPROVEMENTS PROJECT

City of Saratoga Springs, Saratoga County, New York

Sealed bids will be received by the City of Saratoga Springs Department of Accounts (474 Broadway - City Hall, Saratoga Springs, New York until 11:00am, Wednesday, November 5, 2014, at which time they will be publicly opened and read aloud.

The proposed project is located in the City of Saratoga Springs, Saratoga County.

This project is being progressed through the New York State Statewide Transportation Improvement Program under PIN 1756.60. Construction will be in strict conformance with all NYSDOT and Federal Aid Requirements and governed by the NYSDOT Standard Specifications Section 100 – General Provisions and Section 200 thru 700 - Technical Specifications.

The Disadvantaged Business Enterprise (DBE) Utilization Goal for this project is 11%.

The Minority Participation Goal for this project is 3.2%.

The Female Participation Goal for this project is 6.9%.

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:

This project will address existing vehicular and pedestrian safety problems and includes full depth pavement reconstruction including widening Ballston Avenue and realigning the curb line to provide a center left-turn lane/median, replace the traffic signal at Hamilton Street, install a new traffic control signal at Lincoln Avenue, modify the Union Street intersection to reduce vehicle conflicts, and provide sidewalks and streetscaping on both sides of Ballston Avenue.

Complete sets of the specifications and bid forms may be obtained on or after October 14, 2014 from the City of Saratoga Springs Department of Accounts, 474 Broadway – City Hall, Saratoga Springs, NY.

Contract documents will only be provided electronically on a Compact Disc (CD). CD's may be obtained at a no cost. Hard copy full and partial plan sets will not be distributed. Drawings and Specifications may be examined at the City of Saratoga Springs Department of Accounts, 474 Broadway – City Hall, Saratoga Springs, New York.

Questions regarding the contract documents should be directed to Stephani Voigt, in writing, at stephani.voigt@saratoga-springs.org.

Contractors that obtain contract documents from a source other than the issuing office must notify the issuing office in order to be placed in the official plan holder's list, in order to receive addenda and other bid correspondence. Please email stephani.voigt@saratoga-springs.org with your name, bid packet obtained and email address to be placed on the official plan holder's list. Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five days before the bid opening date. Bids received from contractors other than those on the official plan holder's list will not be accepted.

The City of Saratoga Springs will not issue Addenda and its Engineer will not issue addenda nor respond to bidders questions five (5) days prior to the scheduled bid opening unless stated bid date is postponed.

All bids must be made on the official Bid Form and Bid Summary Form or an exact reproduction thereof and enclosed in a sealed envelope with the following clearly marked on the front of the envelope:

- Bidders Name and Address
- Sealed Bid D033659/PIN 1756.60 Ballston Avenue (NYS 50) Traffic Improvements Project/City Bid # - 2014-06
- Date and Time of Bid Opening

Bid proposals may be hand delivered to the City of Saratoga Springs City Clerk until 11:00am local time on the day of the bid opening.

Bid proposals may be mailed using regular mail to the following address:

City of Saratoga Springs - City Clerk
474 Broadway – City Hall
Saratoga Springs, New York 12866
(518) 587-3550

Bid proposals that are “overnight” or otherwise shipped must be received by 11:00am local time on the day of the bid opening. Bids received via “overnight” or “express” mail after this time will not be opened and will be returned to the bidder. Such bids shall not be considered.

This is a Unit Price bid. No bidder may withdraw his bid within forty-five (45) calendar days after the actual date of the opening thereof. Each bid must be accompanied by a Certified Check or Bid Bond, payable to the City of Saratoga Springs in the amount of 5 percent of the base bid in accordance with the Instruction to Bidders.

The successful bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price.

The successful bidder will be required to comply with all provisions of the Federal Government Equal Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804).

Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER

City of Saratoga Springs
474 Broadway – City Hall
Saratoga Springs, New York 12866

OWNER’S CONTACT

Tim Wales – City Engineer
474 Broadway – City Hall
Saratoga Springs, New York 12866
Phone: (518) 587-3550, Fax: (518) 580-9480
tim.wales@saratoga-springs.org

ENGINEER

Peter Faith – Project Manager
Casey Knapp – Project Engineer
Greenman-Pedersen, Inc
80 Wolf Road, Suite 300
Albany, New York 12205
Phone: (518) 453-9431, Fax: (518) 453-9458
pfaith@gpinet.com
cknapp@gpinet.com

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

- a) Project Title: Ballston Avenue (NYS 50) Traffic Improvements Project
- b) Owner: City of Saratoga Springs
- c) Engineer: Greenman-Pedersen, Inc.

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1. Defined Terms

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

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

- Bidder – one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.
- Issuing Office – the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.
- Successful Bidder – the lowest responsible, responsive bidder to whom owner (on the basis of owners evaluation as hereinafter provided) makes an award.
- 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 evidence 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 Notice to Bidders may be obtained from the Issuing Office. If the bidding documents are obtained from a source other than the issuing office, contractor must notify issuing office in order to be placed on the official plan holder's list, receive addenda and other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted.

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

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

3. Bidders Responsibility

Bidders shall fully acquaint themselves with all of the details set forth in Specifications and General/Supplemental Conditions before submission of bids. All items bid upon must be in accordance with manufacturer's current specification sheets and the available options listed thereon. Wherever components are identified by their trade names those units are desired by the Owner and shall be given preference in determining award. However, the use of trade names is not intended to be restrictive and other manufacturer's units meeting or exceeding these specifications will be considered. Vendor must identify and describe all items offered since the term "meet or exceed" for alternate items is not acceptable in vendors' specifications

proposal sheets. Failure to do so may be grounds for rejection.

4. Bidders Qualifications

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

5. Examination of Contract Documents and Site

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

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

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

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

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

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

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

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

5.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the “technical data” contained in such drawings but not upon other data, interpretations, opinions, or information shown or

indicated in such drawings or otherwise relating to such structured, nor upon the completeness thereof for purposes of bidding or copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any “technical data” or any such data, interpretations, opinions, or information.

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

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

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

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

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

Documents (other than portions thereof related to price) for such work.

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

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

6. Availability of Lands for Work, etc.

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

7. Interpretation and Addenda

7.1. All questions about the meaning or intent of the Bidding documents are to be directed to Engineer through the Purchasing Agent. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Purchasing Agent as having received the Bidding documents. Questions received less than ten days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

8. Bid Security

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

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

9. Contract Times

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

10. Liquidated Damages

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

11. Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission for any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05.A, 6.05.B and 6.05.C of the General Conditions and may be supplemented in the General Requirements.

12. Subcontractors, Suppliers and Others

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

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

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

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

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

13. Bid Form

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

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

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

13.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title

must appear under the signature and the official address of the partnership must be shown below the signature.

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

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

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

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

14. Submission of Bids

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

15. Modification and Withdrawal of Bids

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

15.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the OWNER and ENGINEER prior to the awarding of the contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid; and (5) it is possible to place the OWNER in status quo ante.

16. Opening of Bids

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

17. Bids to Remain Subject to Acceptance

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

18. Award of Contract

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

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

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

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

18.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

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

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

19. Contract Security

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

20. Signing of Agreement

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

21. Prebid Conference

A prebid conference will not be held.

22. Lobbying Activities on Federal Aid Contracts

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

23. Sales and Use Taxes

OWNER is exempt from New York State Sales and Use Tax on materials and equipment to be incorporated into work. Said taxes should not be included in Contract Price. Refer to the Supplementary Conditions SC-6.10 for additional information.

24. Non-Collusive Bidding Procedures

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

25. Disadvantaged Business Enterprise Utilization Goals

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

26. Equal Employment Opportunity Participation Goals

The provisions for Equal Employment Opportunity Participation Goals are set forth in Appendix A.

27. 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

28. Prevailing Wages

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

29. Federal Aid Contract

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

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

30. 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 City of Saratoga Springs Department of Public Works, Bureau or Official.

The City of Saratoga Springs Department of Public Works 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 the City of Saratoga Springs Department of Public Works and being the governmental unit whose name is given on the Contract Document cover.

PIN 1756.60

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

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

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

Available	Not Available	Information
	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) <ul style="list-style-type: none"> • Pavement Evaluation Report

If you choose not to bid on this project, please consider returning this form to the following address:

City of Saratoga Springs
City Clerk
474 Broadway – City Hall
Saratoga Springs, New York 12866

NON-BIDDERS RESPONSE

VENDOR NAME:	
-------------------------	--

For purposes of striving to improve our bidding process, as well as to facilitate your firm's response to our future invitations to bid, we are interested in ascertaining reasons why you chose not to bid on this particular project. In this regard, please provide a short explanation/reason for your choice not to bid in the space provided below:

BIDDER'S CHECKLIST

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

- _____ Bid Form (BF-1 to BF-4)
- _____ Certified Copy of Resolution of Board of Directors (For Corporations) (BF-5)
- _____ Bid Summary Form(s) (BS-1 to BS-30)
- _____ Non-Collusive Bidding and Disbarment Certifications (NC-1 to NC-5)
- _____ Bid Bond or Certified Bank Check (BB-1 to BB-2)
- _____ Affidavit of Worker's Compensation (WC-1)
- _____ Certification of Compliance Iran Divestment Act (ID-1)
- _____ Lobbying Certification (LA-1 to LA-6)
- _____ D/M/WBE Utilization Goals (DBE-1)
- _____ Proof of Ability to do Work in NYS or Covenant to Obtain
(obtained from NY Dept of State)

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

- _____ Saratoga Springs Risk & Safety Agreement (RSA-1)
 - _____ Certificates of Insurance
 - _____ Proof of OSHA 10 Hour Construction Safety Course
- _____ NYS Uniform Contracting Questionnaire (17 pages minimum)
 - _____ NYS Uniform Contracting Questionnaire (8 pages minimum)
 - _____ Attachment A (2 pages)
 - _____ Attachment B (3 pages)
 - _____ Attachment C (4 pages min.) or as directed on Questionnaire Instructions

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL 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 1756.60
Ballston Avenue (NYS 50) Traffic Improvements
Project
City Bid # 2014-06
City of Saratoga Springs
Saratoga County, New York

CONTRACT IDENTIFICATION: D033659/PIN 1756.60

THIS BID IS SUBMITTED TO: City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, New York 12866

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 Instructions 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.

- d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents
 - e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
 - f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

_____ (\$ _____)
 (use words) (figures)

Unit Prices have been computed in accordance with paragraph 11.03.C General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

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

6. The following documents are attached to and made a condition of this Bid:
- a. All documents set forth in the Bidders Checklist.

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

City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866
Attn. Stephani Voigt

8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____ 2014.

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

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
203.02	4838	UNCLASSIFIED EXCAVATION AND DISPOSALPER CUBIC YARD				
203.03	199	EMBANKMENT IN PLACEPER CUBIC YARD				
203.07	744	SELECT GRANULAR FILLPER CUBIC YARD				
204.01	6	CONTROLLED LOW STRENGTH MATERIAL (CLSM)PER CUBIC YARD				
206.0201	1916	TRENCH AND CULVERT EXCAVATIONPER CUBIC YARD				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
206.03	4341	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATIONPER LINEAR FOOT				
206.05	43	TEXT PIT EXCAVATIONPER EACH				
207.21	157	GEOTEXTILE SEPERATIONPER SQUARE YARD				
209.1003	2050	SEED AND MULCH - TEMPORARYPER SQUARE YARD				
209.13	1155	SILT FENCE - TEMPORARYPER LINEAR FOOT				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
209.1703	353	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED - TEMPORARYPER LINEAR FOOT				
304.12	2792	SUBBASE COURSE, TYPE 2PER CUBIC YARD				
402.126202	576	12.5 F2 TOP COURSE HMA, 60 SERIES COMPACTIONPER TON				
402.126212	29	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.126202PER QUALITY UNIT	70	00	2,030	00
402.196902	958	19 F9 BINDER COURSE HMA, 60 SERIES COMPACTIONPER TON				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
402.196912	48	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.196902PER QUALITY UNIT	70	00	3,360	00
402.376902	1152	37.5 F9 BASE COURSE HMA, 60 SERIES COMPATIONPER TON				
402.376912	58	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.376912PER QUALITY UNIT	70	00	4,060	00
407.0102	838	DILUTED TACK COATPER GALLON				
407.0103	4	STRAIGHT TACK COATPER GALLON				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
490.30	147	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETEPER SQUARE YARD				
552.17	22955	SHIELDS AND SHORINGPER SQUARE FOOT				
554.5002	250	FILL TYPE RETAINING WALL AESTHETIC TREATMENT - TEXTURED SURFACE INTEGRAL COLORPER SQUARE FOOT				
601.01110001	21	EXPOSED AGGREGATE CONCRETE SURFACEPER SQUARE YARD				
603.77	2	CONCRETE COLLARSPER EACH				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
603.9815	466	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETERPER LINEAR FOOT				
603.9818	516	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 18 INCH DIAMETERPER LINEAR FOOT				
603.98040005	586	POLYVINYL CHLORIDE PRESSURE PIPE (SEWER) 4 INCH DIAMETERPER LINEAR FOOT				
603.99220015	21	POLYVINYL CHLORIDE PIPE, SANITARY SEWER GRAVITY, 6" DIAMETERPER LINEAR FOOT				
603.99230015	206	POLYVINYL CHLORIDE PIPE, SANITARY SEWER GRAVITY, 8" DIAMETERPER LINEAR FOOT				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
604.070101	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLESPER EACH				
604.300671	85	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR CAST IRON F1 FRAMEPER LINEAR FOOT				
604.4060	6	ROUND PRECAST CONCRETE MAHOLE TYPE 60PER LINEAR FOOT				
604.4096	10	ROUND PRECAST CONCRETE MANHOLE TYPE 96PER LINEAR FOOT				
604.50190108	36	OFFSET CATCH BASINPER LINEAR FOOT				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
604.51020415	1	STORMWATER TREATMENT SYSTEMPER EACH				
605.1001	174	UNDERDRAIN FILTER TYPE 2PER CUBIC YARD				
605.1701	2350	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETERPER LINEAR FOOT				
606.71	215	REMOVING AND DISPOSING OF CORRUGATED BEAM GUIDE RAILINGPER LINEAR FOOT				
607.95010007	86	REMOVE, TORE AND RSET EXISTING FENCINGPER LINEAR FOOT				

CARRY FORWARD _____

D033659
P.I.N. 1756.60 / CITY BID #-2014-06
BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
608.0101	195	CONCRETE SIDEWALKS AND DRIVEWAYSPER CUBIC YARD				
608.020102	171	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS AND VEGETATION CONTROL STRIPSPER TON				
608.020112	9	PLANT PRODUCTION ADJUSTMENT TO 608.020102PER QUALITY UNIT	70	00	630	00
608.21	28	EMBEDDED DETECTABLE WARNING UNITSPER SQUARE YARD				
609.0401	3300	CAST-IN-PLACE CONCRETE CURB TYPE VF150PER LINEAR FOOT				

CARRY FORWARD _____

D033659
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BALLSTON AVENUE TRAFFIC IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
609.0403	110	CAST-IN-PLACE CONCRETE CURB TYPE M150PER LINEAR FOOT				
609.2202	100	UNPAINTED HOT MIX ASPHALT CURB (VERTICAL FACED).....PER LINEAR FOOT				
609.99970011	17	PRECAST CONCRETE WHEEL STOPPER LINEAR FOOT				
610.1101	5	MULCH FOR PLANTING TYPE A,B & D - WOOD CHIPS AND SHREDDING BARKPER CUBIC YARD				
610.1403	214	TOPSOIL - LAWNSPER CUBIC YARD				

CARRY FORWARD _____

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BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
610.1404	53	TOPSOIL - SPECIAL PLANTING MIXPER CUBIC YARD				
610.1602	1945	TURF ESTABLISHMENT - LAWNSPER SQUARE YARD				
610.19	10	WATERING VEGETATIONPER MILLION GALLON				
611.0161	25	PLANTING- MAJOR DECIDUOUS TREES - 2 1/2 INCH CALIPER BALL & BURLAP, FIELD POTTED OR FIELD BOXEDPER EACH				
611.0421	4	PLANTING DECIDUOUS SHRUBS - 15 INCH HEIGHT/SPREAD BALL & BURLAP, FIELD POTTED OR FIELD BOXEDPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
614.060204	3	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBEDPER EACH				
614.060304	10	TREE REMOVAL OVER 12 INCHES TO 18 INCHES BREAST HEIGHT - STUMPS GRUBBEDPER EACH				
619.01	75000	BASIC WORK ZONE TRAFFIC CONTROLPER LUMP SUM				
619.04	85	TYPE III CONSTRUCTION BARRICADEPER EACH				
619.110202	2	PORTABLE, VARIABLE MESSAGE SIGN (PVMS)(LED)(CELLULAR COMMUNICATIONS)PER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
619.1301	1	TEMPORATY TRAFFIC SIGNALSPER EACH LOCATION				
619.1611	9	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT A)PER INTERMITTENT				
625.01	40000	SURVEY OPERATIONSPER LUMP SUM				
625.06	1	PERNAMENT SURVEY MARKERSPER EACH				
627.50140008	1176	CUTTING PAVEMENTPER LINEAR FOOT				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
637.11	9	ENGINEER'S FIELD OFFICE - TYPE 1PER MONTH				
637.34	5000	OFFICE TECHNOLOGY AND SUPPLIESPER DOLLAR CENTS	1	00	5,000	00
637.36	5000	CONSTRUCTION TESTING SUPPLIES-CONSUMABLESPER DOLLAR CENTS	1	00	5,000	00
645.5102	97	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARSPER SQUARE FOOT				
645.5202	23	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETINGPER SQUARE FOOT				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
645.81	21	TYPE A SIGN POSTSPER EACH				
647.18010108	1	RELOCATE COMMERCIAL SIGNPER EACH				
647.18010208	1	RELOCATE COMMERCIAL SIGNPER EACH				
647.31	1	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY - SIZE I (UNDER 30 SQUARE FEET)PER EACH				
647.51	28	REMOVE AND DISPOSE SIGN PANEL ASSEMBLY - SIZE I (UNDER 30 SQUARE FEET)PER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
655.05010010	4	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGSPER EACH				
655.05020010	2	FRAMES AND COVERS FOR SANITARY SEWER MANHOLESPER EACH				
655.0704	15	CAST FRAME F1, UNMOUNTABLE CURB BOX CU1 & RETICULINE GRATE G1PER EACH				
655.1202	6	MANHOLE FRAME AND COVERPER EACH				
660.97100010	16	PRECAST SANITARY SEWER MANHOLEPER LINEAR FOOT				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
662.01000107	5000	REESTABLISHING ELECTRICAL UNDERGROUND SERVICE TO CUSTOMERSPER LUMP SUM				
663.0106	85	DUCTILE IRON CEMENT LINED WATER PIPE, 6 INCHPER LINEAR FOOT				
663.1006	3	RESILANT WEDGE VALVE & VALVE BOX, 6 INCHPER EACH				
663.1301	1	HYDRANTPER EACH				
663.161406	3	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, 14 INCH X 6 INCH)PER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
663.30	1	RELOCATE EXISTING HYDRANTPER EACH				
663.31	2	RELOCATE EXISTING WATER VALVE & VALVE BOXPER EACH				
663.33	11	ADJUST EXISTING VALVE BOX ELEVATIONPER EACH				
670.0104	25	FOUNDATION FOR LIGHT STANDARDS, 4 FEET LONGPER EACH				
670.10010004	25	DECORATIVE LIGHT POLES WITH ONE LUMIAIREPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
670.2602	2811	RIGID PLASTIC CONDUIT, 2"PER LINEAR FOOT				
670.3010	3	PULLBOXES 7.6 CUBIC FEET TO 10 CUBIC FEET, INSIDE VOLUME (LIGHTING)PER EACH				
670.53070104	1	POWER POINT DISCONNECT ASSEMBLYPER EACH				
670.7004	5800	SINGLE CONDUCTOR CABLE, NUMBER 6 GAUGEPER LINEAR FOOT				
670.7501	3000	GROUND WIRE NO. 6 AWGPER LINEAR FOOT				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
670.81	1	REMOVE AND DISPOSE LAMPOST ASSEMBLYPER EACH				
670.82	1	REMOVE LAMPOST FOUNDATIONPER EACH				
680.5001	18	POLE EXCAVATION AND CONCRETE FOUNDATIONPER CUBIC YARD				
680.5002	2	CONCRETE BASE FOR CONTROLLER CABINETPER EACH				
680.510501	19	PULLBOX-RECTANGULAR, 26X18 INCH, REINFORCED CONCRETEPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.51200108	11	CAST ALUMINUM JUNCTION BOXPER EACH				
680.520103	90	CONDUIT, METAL SHEET, ZINC COATED, 1 INCHPER LINEAR FOOT				
680.520504	150	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 1 1/4 INCHPER LINEAR FOOT				
680.520506	1350	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC ,CLASS 1, 2 INCHPER LINEAR FOOT				
680.520508	30	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 3 INCHPER LINEAR FOOT				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.54	1275	INDUCTANCE LOOP INSTALLATIONPER LINEAR FOOT				
680.600634	2	TRAFFIC SIGNAL POLE-SPAN WIRE 6,000 POUN LOAD, 34 FEET LONGPER EACH				
680.621844	1	TRAFFIC SIGNAL POLE, MAST ARM, 18 FEET MOUNTING HEIGHT, 44 FEET ARM LENGTHPER EACH				
680.6708	11	TRAFFIC SIGNAL POLE POST TOP MOUNT, 8 FEET MOUNTING HEIGHTPER EACH				
680.6812	1	TRAFFIC SIGNAL POLE - BRACKET MOUNT 12 FEET MOUNTING HEIGHTPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.7002	1	DUAL SPAN WIRE ASSEMBLY WITH UPPER TETHER WIREPER EACH				
680.71	3000	SHIELDED LEAD-IN CABLEPER LINEAR FOOT				
680.72	3450	INDUCTANCE LOOP WIREPER LINEAR FOOT				
680.730514	3000	SIGNAL CABLE, 5 CONDUCTOR, 14 AWGPER LINEAR FOOT				
680.731014	480	SIGNAL CABLE, 10 CONDUCTOR, 14 AWGPER LINEAR FOOT				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.731514	210	SIGNAL CABLE, 15 CONDUCTOR, 14 AWGPER LINEAR FOOT				
680.79000001	1	REMOVE TRAFFIC SIGN EQUIPMENTPER LUMP SUM				
680.80324708	2	MICROCOMPUTER CABINET BASEPER EACH				
680.80370501	2	CONTROLLER AND CABINET 4 THROUGH 8 PHASE FULL TRAFFIC ACTUATED - NEMAPER EACH				
680.810101	16	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LEDPER EACH				

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			DOLLARS	CTS.	DOLLARS	CTS.
680.810103	16	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL LEDPER EACH				
680.810104	3	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LEDPER EACH				
680.810105	16	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LEDPER EACH				
680.810106	3	TRAFFIC CONTROL MODULE - 12 INCH, GREEN ARROW, LEDPER EACH				
680.810601	54	TRAFFIC SIGNAL SECTION - POLYCARBONATE, TYPE I, 12 INCHPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.8111	6	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAYPER EACH				
680.8112	5	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAYPER EACH				
680.813105	14	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLS LEDPER EACH				
680.813106	28	PEDESTRIAN SIGNAL SECTION - POLYCARBONATE, TYPE 1, 12 INCHPER EACH				
680.8141	3	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLYPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.8142	11	SIGNAL POST TOP MOUNT ASSEMBLYPER EACH				
680.81500010	14	PEDESTRIAN COUNT-DOWN TIMERPER EACH				
680.8204	2	OVERHEAD SIGN ASSEMBLY, TYPE DPER EACH				
680.8207	1	OVERHEAD SIGN ASSEMBLY, TYPE GPER EACH				
680.82210210	2	RECTANGULAR RAPID FLASHING BEACON (RRFB) ELECTRIC-POWERED WITHOUT BREAKAWAY TRANSFORMER BASEPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.8225	14	PEDESTRIAN PUSH-BUTTON AND SIGN - WITHOUT POSTPER EACH				
680.90920001	2	ELECTRIC METER SOCKET, 100 AMPS, SNG PHASE, 120 VOLTS FOR TRAFFIC SIGNAL LIGHT CIRCUITS - NIAGARA MOHAWK POWER COPER EACH				
680.935001SA	2	SPREAD SPECTRUM WIRELESS TRAFFIC CONTROLPER EACH				
680.935002SA	2	DIRECTIONAL YAGI ANTENNAE FOR WIRELESS TRAFFIC CONTROLPER EACH				
680.935003SA	100	REMOTE ANTENNAE CABLE FOR WIRELESS TRAFFIC CONTROLPER LINEAR FOOT				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
680.935004SA	2	REMOTE ANTENNAE CABLE INSTALLATION HARDWARE KIT FOR SPREAD SPECTRUMPER EACH				
680.95010615	400	SERVICE CABLE, 1 CONDUTCOR, NO.6 AWGPER LINEAR FOOT				
685.11	4601	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILSPER LINEAR FOOT				
685.12	4266	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILSPER LINEAR FOOT				
685.13	16	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILSPER EACH				

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ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
685.14	13	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILSPER EACH				
697.03	88000	FIELD CHANGE PAYMENTPER DOLLAR CENTS	1	00	88,000	00
697.04	10000	ASPHALT PRICE ADJUSTMENTPER DOLLAR CENTS	1	00	10,000	00
697.05	200	FUEL PRICE ADJUSTMENTPER DOLLAR CENTS	1	00	200	00
699.040001	1	MOBILIZATION MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEMPER LUMP SUM				
TOTAL OR GROSS SUM WRITTEN IN WORDS: _____ _____ _____			\$ _____			

NON-COLLUSIVE BIDDING & DISBARMENT CERTIFICATIONS

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW CERTIFICATION:

1. Every Bidder 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 the 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 to 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 a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where 1, a, b, and c 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.

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) 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) above.

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.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he 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.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

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

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. 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.)

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____
Street or PO Box No

_____ *City*

_____ *State* _____ *Zip*

Federal Identification No: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

_____ *Presidents Name & Address*

_____ *Vice Presidents Name & Address*

_____ *Other officer's Name & Address*

If Bidder is a Partnership:

_____ *Partners Name & Address*

_____ *Partners Name & Address*

If Bidder is a Sole Proprietorship

_____ *Owners Name & Address*

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 the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139-d of State Finance Law, and Section 112(c), 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, or civil judgments required by 49 CFT Part 29.

Date _____

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

By: _____
(Signature of Person Representing Above)

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

(Acknowledge By a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

Notary Public

(Acknowledge By Partnership)

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 depose and say that he/she is a partner 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

(Acknowledge 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 the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

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:

Description (*Project Name and Include Location*):

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

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

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 _____

SS:

County of _____

of _____

being duly sworn, deposes and says that he now carries or that he has applied for a New York State 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 COMPLIANCE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (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 County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that 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 County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

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

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

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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 sub-recipients shall certify and disclose accordingly.

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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 sub award 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".

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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.

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

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: (Check appropriate item) a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: (Check appropriate item) a. bid/offer/application b. initial award c. post-award	3. Report Type: (Check appropriate item) a. initial filing b. material change For Material Change Only: Year _____ quarter date of last report
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:	
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):	
Information requested through this form is authorized by title 31 U.S.C. section _____		
Signature: _____ Print Name: _____		
11. 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.		
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

**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 Appendix A.

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>11%</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 Equal Opportunity Development and Compliance
1220 Washington Avenue
Albany, NY 12232-0444
(518) 457-1129
www.dot.state.ny.us/oeodc/menu.html

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 S. Pearl Street
Albany, NY 12245
(518) 292-5250
www.nylovesmwbe.ny.gov/
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



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services

City Project Number: Bid 2014-06 City Project Name: Ballston Avenue Traffic Improvements Project
 City Department: Dept. of Public Works Department Contact Person: Tim Wales City Ext. 2621
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Contractor Primary Contact for This Project: _____ Title: _____

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (**City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage**);
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance**: Five Million Dollars per Occurrence Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in rebidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature: _____ Date: _____

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

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each “Yes” answer in Sections IV, V, VI, VII, VIII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant’s Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked “CONFIDENTIAL” to:

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

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type -		
a)	<u>Corporation</u> (including <u>P.C.</u>)	Date of Incorporation
b)	<u>Limited Liability Company</u> (LLC or PLLC)	Date Organized
c)	<u>Limited Liability Partnership</u>	Date of Registration
d)	<u>Limited Partnership</u>	Date Established
e)	<u>General Partnership</u>	Date Established County (if formed in NYS)
f)	<u>Sole Proprietor</u>	How many years in business?
g)	Other	Date Established
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?		Yes No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed: United States State Other Country		

*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at: <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

Note: **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" as it existed at the time of certifications.**

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

EIN:

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ? <i>Note: Select "Not Required" if the <u>Business Entity</u> is a <u>Sole Proprietor</u> or <u>General Partnership</u></i>			Yes No 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> :			
1.3 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> .			Yes No
1.4 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			Yes No N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> 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> ?			Yes No
If "Yes," check all that apply: New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <u>New York State Small Business</u> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>	Employment Status with the Firm
			Current Former
			Current Former
			Current Former
			Current Former
II. AFFILIATE and JOINT VENTURE RELATIONSHIPS			
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 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?			Yes No
Firm/Company Name	Firm/Company EIN <i>(If Available)</i>	Firm/Company's Primary Business Activity	

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

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
Firm/Company Address		
Explain relationship with the firm and indicate percent 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	Position/Title with Firm/Company	
2.1 Does the Business Entity have any construction -related affiliates not identified in the response to 2.0 above?		Yes No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent 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	Position/Title with Firm/Company	
2.2 Has the Business Entity participated in any construction Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary.</i>		Yes No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

III. CONTRACT HISTORY
3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc . If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc .

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

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

EIN:

IV. INTEGRITY – CONTRACT BIDDING		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	Yes	No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	Yes	No
<i>For each “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, 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.</i>		

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 <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	Yes	No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	Yes	No
5.2 Had its surety called upon to complete any contract whether government or private sector?	Yes	No
<i>For each “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>/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.</i>		

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?	Yes	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 <u>federal</u> certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	Yes	No
<i>For each “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(s) below or attach additional sheets with numbered responses.</i>		

VII. LEGAL PROCEEDINGS		
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?	Yes	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> ?	Yes	No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	Yes	No

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

EIN:

VII. LEGAL PROCEEDINGS		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	Yes	No
7.4 Had a New York State Labor Law violation deemed willful?	Yes	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?	Yes	No
7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u> , pending administrative hearings or proceedings or determinations of a violation of:		
▪ <u>Federal</u> , state or local health laws, rules or regulations;	Yes	No
▪ <u>Federal</u> , state or local environmental laws, rules or regulations;	Yes	No
▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;	Yes	No
▪ Any labor law or regulation, which was deemed willful;	Yes	No
▪ Employee Retirement Income Security Act (ERISA);	Yes	No
▪ <u>Federal</u> , state or local human rights laws;	Yes	No
▪ <u>Federal</u> , state or local security laws?	Yes	No
<i>For each "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(s) below or attach additional sheets with numbered responses.</i>		

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 having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:		
8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	Yes N/A	No
8.1 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?	Yes N/A	No
8.2 Misdemeanor or felony charge, indictment or conviction for:		
(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	Yes N/A	No
(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?	Yes N/A	No
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	Yes N/A	No
<i>For each "Yes," provide an explanation of the issue(s), the individual 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(s) below or attach additional sheets with numbered responses.</i>		

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

EIN:

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?		Yes 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?		Yes 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> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?		Yes 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?		Yes 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> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls		
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). <i>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.</i>		Yes No
<i>Indicate the question number(s) and explain the basis for the claim.</i>		

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

EIN:

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in 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 will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under 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 contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.						
1.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
2.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
3.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
4.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
5.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.						
6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.								
1.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
2.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
3.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
4.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.								
5.	Agency/Owner				Award Date	Amount	Date Completed	
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
6.	Agency/Owner				Award Date	Amount	Date Completed	
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
7.	Agency/Owner				Award Date	Amount	Date Completed	
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
8.	Agency/Owner				Award Date	Amount	Date Completed	
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	
Grand Total All Uncompleted Contracts							

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:
As of Date:**

ASSETS

Current Assets

1.	<u>Cash</u>		\$	
2.	<u>Accounts receivable – less allowance for doubtful accounts</u>	\$		
	Retainers included in accounts receivable			
	Claims included in accounts receivable not yet approved or in litigation			
	Total accounts receivable		\$	
3.	<u>Notes receivable – due within one year</u>		\$	
4.	<u>Inventory – materials</u>		\$	
5.	<u>Contract costs in excess of billings on uncompleted contracts</u>		\$	
6.	<u>Accrued income receivable</u>			
	Interest			
	Other (list)			
	Total accrued income receivable		\$	
7.	<u>Deposits</u>			
	Bid and plan			
	Other (list)			
	Total deposits		\$	
8.	<u>Prepaid expenses</u>			
	Income Taxes			
	Insurance			
	Other (List)			
	Total prepaid expenses		\$	
9.	<u>Other current assets</u>			
	(List)			
	Total other current assets		\$	
10.	<u>Total current assets</u>			\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

11.	<u>Investments</u>			
	Listed securities present market value	\$		
	Unlisted securities present value			
	Total investments		\$	
12.	<u>Fixed Assets</u>			
	Land			
	Building and improvements			
	Leasehold improvements			
	Machinery and equipment			
	Automotive equipment			
	Office furniture and fixtures			
	Other (list)			
	Total		\$	
	Less: accumulated depreciation		\$	
	Total fixed assets net			\$
13.	<u>Other Assets</u>			
	Loans receivable	officers		
		employees		
		shareholders		
	Cash surrender value of officers' life insurance			
	Organization expense – net of amortization			
	Notes receivable – due after one year			
	Other (list)			
	Total Other Assets		\$	
14.	<u>TOTAL ASSETS</u>		\$	\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

LIABILITIES

Current Liabilities

15.	Accounts payable		\$
16.	Loans from shareholders – due within one year		
17.	Notes payable – due within one year		
18.	Mortgage payable – due within one year		
19.	Other payables – due within one year (List)	\$	
	Total other payables – due within one year		
20.	Billings in excess of costs and estimated earnings		
21.	Accrued expenses payable	Salaries and wages Employees' benefits Insurance Other	
	Total accrued expenses payable		
22.	Dividends payable		
23.	Income taxes payable	State Federal Other	
	Total income taxes payable		
24.	Total Current Liabilities		\$
25.	Deferred Income Taxes Payable	State Federal Other	
	Total deferred income taxes		\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

26.	<u>Long Term Liabilities</u> Loans from shareholders – due after one year Notes payable – due after one year Mortgage – due after one year Other payables – due after one year (List)		
	Total long term liabilities	\$	
27.	<u>Other Liabilities</u> (List)		
	Total other liabilities	\$	
28.	<u>TOTAL LIABILITIES</u>		\$
	<u>NET WORTH</u>		
29.	Net Worth (if proprietorship or partnership)	\$	
30.	Stockholders' Equity Common stock issued and outstanding Preferred stock issued and outstanding Retained earnings Total Less: Treasury Stock	\$ \$	
31.	TOTAL STOCKHOLDERS EQUITY		\$
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		\$

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the ____ day of _____ in the year 2014 by and between the City of Saratoga Springs, a municipal subdivision of the State of New York, (hereinafter called OWNER or City) and _____ (hereinafter called the CONTRACTOR).

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

ARTICLE 1 – WORK

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

This project will address existing vehicular and pedestrian safety problems and includes full depth pavement reconstruction including widening Ballston Avenue and realigning the curb line to provide a center left-turn lane/median, replace the traffic signal at Hamilton Street, install a new traffic control signal at Lincoln Avenue, modify the Union Street intersection to reduce vehicle conflicts, and provide sidewalks and streetscaping on both sides of Ballston Avenue.

ARTICLE 2 – ENGINEER

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

ARTICLE 3 - CONTRACT TIME

3.1. The Work will be completed and ready for final payment in accordance with section 14.07 of the General Conditions on or before **December 31, 2015**.

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

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

ARTICLE 4 - CONTRACT PRICE

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

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

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

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

ARTICLE 5 – PAYMENTS

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

- 5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment as recommended by the ENGINEER, on or about the 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 schedule of values established in paragraph 2.07 of the General Conditions (and in Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in General Requirements.

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

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

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

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

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

ARTICLE 6 - INTEREST

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

ARTICLE 7 - CONTRACTOR REPRESENTATIONS.

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

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including “technical data.”

7.2 CONTRACTOR as visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth on paragraph SC-4.02 of the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR’S purposes. CONTRACTOR acknowledges that 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 the Owner and the Contractor concerning the Work consist of the following:

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. General Conditions
- 8.5. Supplementary Conditions
- 8.6. All technical specification as set forth in the Table of Contents
- 8.7. Drawings consisting of a cover sheet and sheets numbered 1 through 65, inclusive with each sheet bearing the following general title: **BALLSTON AVENUE (NYS 50) TRAFFIC IMPROVEMENTS**
- 8.8. Addenda numbers _____ to _____, inclusive
- 8.9. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.10. Documentation submitted by CONTRACTOR & SUBCONTRACTORS prior to Notice of Award including:
 - City of Saratoga Springs Risk & Safety Agreement
 - Certificates of Insurance
- 8.11. Appendix A – Additional Provisions
- 8.12. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.13. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

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

ARTICLE 9 - MISCELLANEOUS.

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

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

9.3. Neither the City 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 City.

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

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

9.6. OTHER PROVISIONS

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

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

OWNER_____

CONTRACTOR_____

By:_____

By:_____

[COPORATE SEAL]

[CORPORATE SEAL]

Attest:_____

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 CITY

- (a)
- (b) *State of New York} ss*
- (c) *City of Saratoga Springs} ss*

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

.....
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR

State of}ss
County of}ss

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

..... of

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

.....
Notary Public

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 Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor'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: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor ceased working or within two years after 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 law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement 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.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or 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*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor'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: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor ceased working or within two years after 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 law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement 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.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

GENERAL CONDITIONS

ARTICLE 1-DEFINITIONS AND TERMINOLOGY

1.01 **Defined Terms**

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. **Agreement**—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. **Asbestos**—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. **Bid**—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. **Bidder**—The individual or entity who submits a Bid directly to Owner.
7. **Bidding Documents**—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
8. **Bidding Requirements**—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
9. **Change Order**—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. **Claim**—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. **Contract**—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. **Contract Documents**—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. **Contract Price**—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. **Contract Times**—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.
16. **Cost of the Work**—See Paragraph 11.01 for definition.
17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. **Effective Date of the Agreement**—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. **Engineer**—The individual or entity named as such in the Agreement.
20. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. **General Requirements**—Sections of Division 1 of the Specifications.
22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. **Milestone**—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. **Notice of Award**—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. **Notice to Proceed**—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. **Owner**—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. **PCBs**—Polychlorinated biphenyls.
31. **Petroleum**—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. **Project**—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. **Project Manual**—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. **Radioactive Material**—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. **Resident Project Representative**—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. **Specifications**—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. **Successful Bidder**—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. **Supplementary Conditions**—That part of the Contract Documents which amends or supplements these General Conditions.
47. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. **Unit Price Work**—Work to be paid for on the basis of unit prices.
50. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. **Work Change Directive**—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there

is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. **Day:**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. **Defective:**

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. **Furnish, Install, Perform, Provide:**

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services,

materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 **Delivery of Bonds and Evidence of Insurance**

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. **Evidence of Insurance:** Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 **Copies of Documents**

- A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 **Commencement of Contract Times; Notice to Proceed**

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 **Starting the Work**

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 **Before Starting Construction**

- A. **Preliminary Schedules:** Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 **Preconstruction Conference; Designation of Authorized Representatives**

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, NYSDOT, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 **Initial Acceptance of Schedules**

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and

resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

**ARTICLE 3 – CONTRACT DOCUMENTS:
INTENT, AMENDING, REUSE**

3.01 **Intent**

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 **Reference Standards**

- A. Standards, Specifications, Codes, Laws, and Regulations
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard,

specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. **Contractor's Review of Contract Documents Before Starting Work:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. **Contractor's Review of Contract Documents During Performance of Work:** If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract

Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 **Electronic Data**

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL
CONDITIONS; REFERENCE POINTS**

4.01 **Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 **Subsurface and Physical Conditions**

- A. **Reports and Drawings:** Reference is made to the Supplementary Conditions for identification of:
 1. **Subsurface Conditions:** those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 2. **Physical Conditions:** those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. **Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 **Differing Subsurface or Physical Conditions**

A. **Notice:** If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. **Engineer's Review:** After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. **Possible Price and Times Adjustments:**

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 **Underground Facilities**

A. **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. **Not Shown or Indicated:**

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 **Reference Points**

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 **Hazardous Environmental Condition at Site**

A. **Reports and Drawings:** The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. **Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners,

employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such

Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 **Owner's Liability Insurance**

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 **Property Insurance**

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. This section is left blank.
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning,

- extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. This section is left blank.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. This section is left blank.

5.07 Waiver of Rights

A. This section is left blank.

B. This section is left blank.

1. This section is left blank.

2. This section is left blank.

C. This section is left blank.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 **Partial Utilization, Acknowledgment of Property Insurer**

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 **Supervision and Superintendence**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without

written notice to Owner and Engineer except under extraordinary circumstances.

6.02 **Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 **Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 **Progress Schedule**

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph

2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 **Substitutes and “Or-Equals”**

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the

design concept of the completed Project as a functioning whole; and

- 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. **Substitute Items:**

- a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an

"or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the

Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the

agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such

adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. **Removal of Debris During Performance of the Work:** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. **Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. **Loading Structures:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings:

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as

Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents,

consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's

responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 **Pay When Due**

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 **Lands and Easements; Reports and Tests**

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 **Insurance**

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 **Change Orders**

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 **Inspections, Tests, and Approvals**

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 **Limitations on Owner's Responsibilities**

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 **Undisclosed Hazardous Environmental Condition**

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 **Evidence of Financial Arrangements**

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 **Compliance with Safety Program**

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 **Owner's Representative**

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 **Visits to Site**

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be

responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 **Project Representative**

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 **Authorized Variations in Work**

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 **Rejecting Defective Work**

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 **Shop Drawings, Change Orders and Payments**

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 **Determinations for Unit Price Work**

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 **Decisions on Requirements of Contract Documents and Acceptability of Work**

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall

also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each

Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. **Engineer's Action:** Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. **Costs Included:** The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the

Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories,

surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the

basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

- 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of

the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. **Contractor's Fee:** The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the

Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all

inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with

Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to

perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be

incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed

Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a

specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.

There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such

part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and

final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner

has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contracts and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

The term used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the Standard General Conditions.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01A

Amend the first sentence of paragraph 2.01A of the Standard General Conditions to read as follow:

Within fifteen (15) days of notice of award, CONTRACTOR shall deliver to OWNER with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and any other evidence of insurance which OWNER or additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

And as so amended paragraph 2.01 A remains in effect.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS/SL REFERENCE POINTS

SC-4.02

Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.02.A

Amend the first sentence of paragraph 4.02.A of the General Conditions to read as follows:

Reports and drawings: Reference is made to the "Supplemental Information Available to Bidders" for identifications of:

And so amended paragraph 4.02.A remains in effect.

SC-4.02.B

Amend the second sentence of paragraph 4.02.B of the General Conditions to read as follows:

Such "technical data" is identified in the Supplemental Information Available to Bidders.

And so amended paragraph 4.02.B remains in effect.

SC-4.06

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 5 – BOND AND INSURANCE

New Bond and Insurance Provisions

SC-5

Article 5 of the General Conditions is hereby deleted in its entirety and replaced with the following provisions.

SC-5.01 Performance, Payment and Other Bonds

SC-5.01.A

CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount of at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect, at a minimum, for one year after the date when the final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

SC-5.01.B

All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agents authority to act.

SC-5.01.C

If the surety on any Bond furnished by CONTRACTOR files a petition in bankruptcy, becomes insolvent, is reasonably likely to become insolvent in the near future, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of paragraph 5.06, CONTRACTOR shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to the OWNER.

SC-5.02 Licensed Sureties and Insurance

All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

SC-5.03 Certificates of Insurance

Within fifteen days of Notice of Award, prior to commencing any work, CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and other evidence of insurance reasonably requested by the OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and other evidence of insurance reasonably requested by the CONTRACTOR or any additional insured) which OWNER is required to purchase and maintain in accordance with the Contract Documents.

Each Certificate of Insurance shall be endorsed to provide for 30 days notice of cancellation, non-renewal or material change to the Certificate Holder and each additional insured except where Laws and

Regulations require otherwise. The endorsement shall read: “No cancellation of or change in this policy shall become effective until after thirty (30) days notice by issuing company.”

SC-5.04 CONTRACTOR’s Liability Insurance

CONTRACTOR shall, at his own cost and expense, take out and maintain for the life of the project and cause his Subcontractors to obtain and maintain for the life of their subcontracts, the following insurance:

Commercial General Liability Insurance

SC-5.04.A

Commercial General Liability (CGL) with limits of insurance of not less than the limits set below or less than the limits listed in the City of Saratoga Springs Risk and Safety Agreement (RSA-1) whichever is more stringent:

Limits of Liability

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate Limit (Per Project – CG 25 0311/85)
\$2,000,000	Products/Completed Operations
\$1,000,000	Advertising/Personal Injury
\$10,000	Premises Medical Payments

CONTRACTOR’s CGL policy shall include the following coverage’s: Products/Completed Operations, Contractual Liability and Explosion, Collapse and Underground Damage.

OWNER and ENGINEER and the people of the State of New York, the New York Commissioner of Transportation and all employees of the Commissioner of Transportation, both officially and personally shall be included as insured on the CONTRACTOR’s CGL, using ISO Additional Insured Endorsement CG20 10 11 85 or and endorsement providing equivalent coverage to the additional insured. The CGL insurance for the additional insured’s shall be as broad as the coverage provided for the named insured CONTRACTOR. It shall apply as primary and non-contributing insurance before any insurance maintained by the additional insured’s.

CONTRACTOR shall maintain CGL coverage for itself and all additional insured’s for the duration of the project and maintain Completed Operations coverage for itself and all additional insured’s for at least 3 years after completion of the work.

Said insurance coverage required to be purchased and maintained by the Contractor under this agreement and

all certificates of insurance, with the exception of Workers' Compensation, shall list the following parties as Additional Insured Parties on a primary, non-contributory basis:

The City of Saratoga Springs, officers, agents and employees, the People of the State of New York, New York State Commissioner of Transportation and all employees of the Department of Transportation and all employees of Greenman Pedersen, Inc.

Automobile Liability Insurance

SC-5.04.B

Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000, Combined Single Limit. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

OWNER and ENGINEER and the people of the State of New York shall be included as additional insured's on the CONTRACTOR's AL policy. The AL coverage for the additional insured shall apply as primary and non-contributing insurance before any insurance maintained by additional insured's

Workers Compensation and Employers Liability Insurance

SC-5.04.C

Workers Compensation (WC) as required by statute in the state where the project is located.

Employers Liability (EL) with limits of insurance of not less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

The Policy shall include an All States coverage endorsement. Where applicable, the U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Where applicable, the Stop Gap Endorsement shall be attached to the policy.

Proof of this coverage shall be provided on Form C-105.2, gsi-105.2, SI-12 or U-26.3.

Commercial Umbrella Liability Insurance

SC-5.04.D

Commercial Umbrella Liability (UL) with limits of insurance of not less than \$5,000,000

Builder's Risk Insurance

SC-5.04.E

CONTRACTOR shall purchase and maintain Builder's Risk Insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to a deductible no more than \$500). This Builder's Risk insurance shall:

SC 5.04.E.1

Include the interests of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER and ENGINEER's consultants and any other person or entities identified in the Supplementary Conditions each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

SC 5.04.E.2

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least insure for physical loss and damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism, malicious mischief, water damage, earthquake, collapse, debris removal and demolition occasioned by enforcement of Laws and Regulations and such other perils as may be specifically required in the Supplementary Conditions.

SC 5.04.E.3

Include expenses insured in the repair or replacement of any insured property (including, but not limited to, fees and charges of the ENGINEER and architect).

SC 5.04.E.4

Cover Material and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment have been included in an Application for Payment recommended by the ENGINEER.

SC 5.04.E.5

Be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each insured or additional insured to whom Certificate of Insurance has been issued.

Pollution Liability Coverage

SC-5.04.F

Pollution Legal Liability (PLL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The maximum deductible shall not exceed \$25,000.

CONTRACTORS's PLL policy shall include coverage for damage to soil, surface water or plant and animal caused by the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or containment, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the concentration or amounts discovered.

OWNER and ENGINEER shall be included as insured's on the CONTRACTOR's PLL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insured's. The PLL insurance for the additional insured's shall be as broad as the coverage provided for the named insured CONTRACTOR. It shall apply as primary and non-contributing insurance before any insurance maintained by the additional insured's.

Disability Benefits

SC-5.04.G

Where and as required by law, CONTRACTOR will provide disability benefits during the duration of the contract for the employees to be covered.

Proof of this coverage shall be provided on Form D-120, DB-820/829 or DB-155

Waiver of Subrogation

SC-5.05

CONTRACTOR waives all rights against OWNER and ENGINEER and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL, UL, AL, WC, PLL, and EL insurance maintained per the requirements set forth above.

All of the above insurance requirements shall be provided by an insurance carriers licensed to do business in the state where the project is located and

have an A.M. Best Rating of A- or better determined by the most recent A.M. Best Publication.

Required Insurance Carriers

SC-5.06

All of the above insurance requirements shall be provided by an insurance carrier licensed to business in the state where the project is located and have an A.M. Best Rating of A- or better as determined by the most recent A.M. Best Publication.

Effect of Insurance Coverage; Claims in Excess of Coverage

SC-5.07.A

This section is left blank.

SC5.07.B

This section is left blank.

Waiver of Rights

SC-5.08

Amend the first paragraph of 5.07 A of the Standard General Conditions to read as follows:

Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.04 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and

subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

Receipt and Application of Insurance Proceeds

SC-5.09.A

Any insured loss under the policies of insurance required by Paragraph 5.04 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

SC5.09.B

OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fuciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace

SC-5.10

If either party (OWNER and CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain

all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization – Property Insurance

SC-5.11.A

If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

SC-6.01

Add a new paragraph immediately after Paragraph 6.01.B:

SC-6.01C

CONTRACTOR shall observe recognized safety standards, such as those of the National Fire Protection Association and the American National Standards Institute, ensure safety on the site, through safe working practices and an effective safety management program, maintain safe equipment and material storage and employ good site housekeeping and fire prevention practices, establish a safe traffic flow for pedestrians and vehicles and employ measures to prevent falling or collapsing items in the vicinity, and require that CONTRACTORS make there SUB-CONTRACTORS follow the same safe work practices.

SC-6.10

Delete paragraph 6.10.A in its entirety and substitute the following:

The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials and supplies sold to the OWNER pursuant to the provisions of the Contract. Those tools, machinery, equipment or other property leased by or to the CONTRACTOR or a SUBCONTRACTOR, or supplies and materials which even though they are consumed, are not incorporated into the completed project are not tax exempt. The CONTRACTOR and his SUBCONTRACTORS shall be responsible to pay all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, and equipment, or other property and upon all such unincorporated supplies and materials.

SC-6.17 Shop Drawings and Samples

Reviews of multiple resubmissions of Shop Drawings and other submittals may increase Project costs. To mitigate this, the following language may be used:

Add the following new paragraphs immediately after Paragraph 6.17.E:

SC-6.17.F

Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

SC-6.17.G

In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

ARTICLE 9 - ENGINEERS STATUS DURING CONSTRUCTION

SC-9.03 Project Representative

Add the following new paragraphs immediately after Paragraph 9.03.A:

SC-9.03.B

The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and

will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. **Liaison:**

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

5. **Shop Drawings and Samples:**

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. **Review of Work and Rejection of Defective Work:**

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. **Inspections, Tests, and System Startups:**

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. **Records:**

a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

b. Maintain records for use in preparing Project documentation.

10. **Reports:**

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. **Completion:**

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and

programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 -COST OF WORK; ALLOWANCES, UNIT PRICE WORK

Add the following:

The Contract Price may only be changed by a Change Order or by a Written Amendment

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Add the following:

The Contract Price may only be changed by a Change Order or by a Written Amendment

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 C

Amend paragraph 14.02 C of the Standard General Conditions to read as follows:

OWNER shall promptly pay the CONTRACTOR’s Application for Payment. Where the OWNER is other than the City of New York, the term “promptly pay” shall mean payment within thirty days, excluding legal holidays, of receipt of an Application for Payment, unless such Application is not approved. Notwithstanding the foregoing, where the OWNER is other than the City of New York and is a municipal corporation which requires an elected official to approve progress payments, “promptly pay” shall mean payment within forty-five days excluding legal holidays, of receipt of an Application for Payment.

And so amended, paragraph 14.02 C

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.02.A

Add additional subparagraphs to paragraphs 15.02 A of the General Conditions as follows:

SC-15.02.A.5

If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

SC-15.02 A.6

If a petition is filed against any CONTRACTOR under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

SC-15.02 A.7

If CONTRACTOR makes a general assignment for the benefit of creditors;

SC-15.02 A.8

If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under contract, who’s appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTORS creditors;

SC-15.02 A.9

If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

ARTICLE 16 – DISPUTE RESOLUTION

SC -16 Delete Article 16 of the Standard General Conditions in its entirety.

EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

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

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

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

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

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

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

EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

Code of Federal Regulations

Title 41 - Public Contracts, Property Management

Chapter 60 - Office of Federal Contract Compliance Programs

PART 60-1, OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS

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

Sec. 60-1.1 Equal opportunity clause.

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

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

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Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART 60-4, CONSTRUCTION CONTRACTORS, AFFIRMATIVE ACTION REQUIREMENTS

Sec. 60-4.2, Solicitations

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

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as set forth in the solicitations from which this contract resulted.

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

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

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

EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

Sec. 60-4.3, Equal Opportunity Clauses

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (d) of these specifications. The goals set forth in the solicitations from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in

EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographic area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded

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or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers of subcontracts from minority and

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female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 (a) through (p)). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under sections 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific group of minority women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainer, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not

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be required to maintain separate records.

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

Sec. 60-4.5, Hometown plans.

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

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

Sec. 60-4.6, Goals and timetables

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

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

Sec. 60-4.8, Show cause notice

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

Sec. 60-4.9, Incorporation by operation of the order.

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

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

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

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

Electricians.....9.0 to 10.2

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

GOALS FOR WOMEN

Female Goals - 6.9%

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

FALL PROTECTION REQUIREMENTS FOR FEDERAL AND STATE CONTRACTS

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

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

1. All fall protection systems must meet the requirements of Part 1926, Subpart M.
2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the work is continuously protected from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.
3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483mm) or more, and no ramp, runway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.
4. Where scaffolds are necessary to provide temporary access to work areas, they must be in compliance with §1926.451. Scaffolds must include a top rail, mid rail, and toe board in compliance with §1926.451, on all open sides and ends. Personal fall arrest systems meeting the criteria of Part 1926 Subpart M are required to protect workers during installation and removal of the railings, and in situations where physical restrictions preclude installation of a standard railing.
5. Suspended scaffolds may be used for bridge painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of §1926.451. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection by means of safety nets, personal fall arrest systems, or other means meeting the criteria of Part 1926 Subpart M.
6. Fall protection is required for open sides or ends of floors or bridge decks, and for opening in floors or bridge decks, as required in Part 1926 Subpart M. In no case shall a height of fall 6 feet (1,829mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.
7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of Part 1926 Subpart M, with the lanyard attached to the boom or basket, as required by OSHA §1926.556.
8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection for all steel or concrete beams and other structural elements must be in place prior to erection to provide fall protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of Part 1926 Subpart M. During the initial connection of structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving member. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.

FALL PROTECTION REQUIREMENTS FOR FEDERAL AND STATE CONTRACTS

9. During the installation of bridge deck forms, either wood or stay-in-place corrugated metal (SIP), all workers must be protected from falls 6 feet (1,829mm) or greater in height by means of personal fall arrest systems, safety nets, guardrail systems, or other means meeting the requirements of Part 1926 Subpart M. If the Contractor can demonstrate that using one of the conventional fall protection systems described in Subpart M would create a greater safety hazard or is infeasible, i.e., impossible to construct or would prevent the performance of the required work, an alternate system may be used. The Contractor must develop and implement a written fall protection plan meeting the requirements of §1926.502.
10. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to the existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposure to fall hazards. It is equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

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

SITUATION	HEIGHT REQUIRING FALL PROTECTION	OSHA REFERENCE
Scaffold	10 ft. (3,048mm)	Subpart L
Impalement Hazard	Any Exposure	1926.20(a)(1); P.L. 91-596 §5(a)(1)
Bridge Decks, Unprotected Sides and Edges	6 ft (1,829mm)	1926.500(b)(1)
Bridge Decks, Form Installation	6 ft (1,829mm)	1926.500(b)(2)
Steel Bridges – Initial Connections	10 – 25 ft (3,048 – 7,620mm)	NYSDOT requirement
Steel Bridges – Initial Connections	Above 25 ft (7,620mm)	1926.105
Formwork and Reinforcing Steel	6 ft (1,829mm)	1926.501(b)(5)
Pre-cast Concrete Erection	6 ft (1,829mm)	1926.501(b)(12)
Ramps, Walkways and Runways	6 ft (1,829mm)	1926.501(b)(7)
Aerial Lifts	All Situations	1926.556(b)(2)(v); must satisfy criteria in 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft (1,829mm)	1926.501(b)(4)
Dangerous Equipment	All Situations	1926.501(b)(8)
Any situation with potential for tripping, impalement or other severe hazard	Any Height	1926.20(a)(1); 1926.28(a); P.L. 91-596 §5(a)(1)

REQUIREMENTS REGARDING ELECTRICAL SAFETY IN FEDERAL AND STATE CONTRACTS

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

NYS High Voltage Proximity Act applies to electrical systems carrying 600 volts or more and requires employers to:

- Ensure employees are not placed in proximity to high voltage. Proximity is defined as within 10 feet (3,048mm) for voltages up to 50 kilovolts.
- Inform employees of the hazards and corresponding precautions when working near high voltage.
- Post warning decals on equipment regarding 10-foot (3,038mm) minimum clearance.
- Ensure that when an equipment operator is unable to assess clearances a “spotter” observes for clearance and directs the operator.
- Notify the utility at least five (5) working days before any work begins which requires the utility to identify voltages and clearances, or de-energize, insulate or relocate lines.

Failure to comply with any of these provisions is a violation of law and a serious breach of public safety policy and procedure and the Engineer will issue a stop work for any operation that is not in compliance.

PROCEDURES

GENERAL: Prior to the start of work where contact with energized electrical systems is possible, the Contractor shall identify energized lines or equipment and reference their location to prominent physical features. In addition, the Contractor shall mark the pavement beneath overhead lines with spray point, survey tape, or with high visibility markers and shall maintain all markings during the period they are required.

The owners of the utilities shall be called upon to decide the need to de-energize or insulate the lines or for the need to otherwise protect the lines against accidental contact. The actual work of protecting the lines shall be carried out by their owners. Protection provided at the request of the Owner, with respect to utility facilities located within the highway right-of-way shall be the sole financial responsibility of the utility. In addition, upon request, the utility at its sole expense shall provide necessary information concerning its high voltage facilities to the Owner and its contractors and subcontractors. Protection provided for the benefit of or at the request of a contractor or subcontractor of the Owner shall be the financial responsibility of the contractor or subcontractor.

The location of electrical lines and the precautions and safeguards to be taken shall be discussed at pre-work safety meetings with all employees on the job. New employees will be informed of electrical hazards and proper procedures at the work site.

The Contractor shall identify and reference all potential electrical hazards and document such actions as part of the Safety Plan for the project. Energized electrical lines or equipment shall be conspicuously marked and workers shall be reminded of their locations and the safeguards and precautions to be taken prior to beginning any nearby work that may cause the workers to approach electrical lines. New employees shall be informed of electrical hazards and proper precautions and procedures.

Requirements for specialized work shall be as follows:

REQUIREMENTS REGARDING ELECTRICAL SAFETY IN FEDERAL AND STATE CONTRACTS

1. Paving, Patching, Chip Sealing or Widening. Prior to the start of each workday high visibility markers or other devices approved by the Engineer shall be placed to mark the location of overhead wires. As an alternative, the pavement beneath overhead lines may be marked with spray paint or by other means approved by the Engineer. This requirement shall also apply to off-site areas used for contract purposes. The Contractor shall periodically patrol the worksite to ensure that the markings are in place and shall replace any that are missing and shall maintain all markings in good condition. Supervisors shall discuss electrical safety with appropriate crew members at tailgate safety talks.

Spotters shall be positioned at the paver or widener to direct truck movement and observe for overhead wires. The spotter, drivers, operators, supervisors and all employees shall be alert for overhead wires.

All trucks operating on the project, delivering materials, or delivering equipment to the site shall display warning decals regarding electrical contact. Independent truck drivers delivering materials or equipment shall be provided decals. Drivers shall be told about the presence and location of overhead electrical wires before beginning work, how they are marked, and the requirements for spotters. Trucks that have emptied their material shall not leave the paver until the box is in its full down position.

2. Aerial Lifts, Cranes, Boom Devices. Where there is potential for proximity or contact with energized lines or equipment, work shall not begin until a safety meeting is conducted and appropriate steps are taken to identify, mark and warn against accidental contact. The supervisor shall review operations daily to ensure compliance.

Where the operator's visibility is impaired, spotters shall guide the operator. Hand signals shall be used and their meaning clearly understood between operator and spotter. When visual contact between the spotter and the operator is impaired, the spotter and operator shall be in two-way radio contact.

Aerial lifts, cranes, and boom devices shall be appropriate warning decals.

3. Tree Work. Wires shall be treated as live and high voltage until verified by the utility. Branches touching wires shall be removed by the utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, all work shall stop immediately and the utility shall be called.

When climbing or working in trees, pruners shall try to position themselves so that the trunks of the limbs are between their bodies and electrical wires. Pruners shall not work with their backs toward electrical wires. A bucket truck is the preferred method of pruning when climbing poses a greater electrical contact threat.

Personal protective gear shall have appropriate de-electric characteristics needed for working near electricity.

UNDERGROUND ELECTRICAL LINES AND EQUIPMENT

Before installation, excavation or subsurface exploration where there exists reasonable possibility of contacting any utility lines or equipment, the Underground Facilities Protective Organization (UFPO) shall be called and a request made for identifying/markings their location(s).

When UFPO is called, telephone operators will need:

- minimum of two (2) working days notice prior to work beginning,
- name of County, City, Village or Town,
- name and number of street or highway marker,
- nearest intersection at work site,
- type of work,
- date and time work is to begin,

REQUIREMENTS REGARDING ELECTRICAL SAFETY IN FEDERAL AND STATE CONTRACTS

- caller's name, Contractor/Department name and address,
- phone number of contact and special instructions.

Utilities that do not belong to UFPO (Dig Safely New York – 811) must be contacted separately. UFPO may not have a complete list of utility owners. The City is required to maintain this information and may have to be contacted.

Utilities discovered shall be marked before work begins. Supervisors shall periodically refer their location to all workers who are subject to exposure, including new employees.

EMERGENCY RESPONSE

When working near electrical lines or equipment, avoid direct or indirect contact. Direct contact is contact with any part of the body. Indirect contact occurs when part of the body touches or is in dangerous proximity to any object in contact with energized electrical equipment. Two assumptions should always be made: 1) that lines are "live" (energized); and 2) carry high voltage. Electrical lines can only be considered "dead" when verified by the utility.

When there is any question about voltage and safe distance, the owner of the lines or equipment must be called in advance of work. As voltages increase, minimum clearances increase. Through arcing, injuries or fatalities may occur even if actual contact with high voltage lines or equipment is not made. Potential for arcing increases as voltage increases. Weather and contact with conductors, such as tools, can increase the possibility of becoming energized without contact.

If an individual becomes energized, **DO NOT TOUCH** the individual or anything in contact with the person. Call for emergency medical assistance and the utility immediately. If the person is no longer in contact, CPR, rescue breathing or first aid should be administered immediately, but only by a trained person. It is safe to touch the victim once contact is broken or the source de-energized.

If the power line falls:

- keep everyone at least 10 feet (3,048mm) away,
- use flagging to protect motorists from fallen or low wires,
- call the utility, police or fire department immediately,
- place "guards" around the area,
- do not attempt to move the wire(s),
- do not touch anything that is touching the wire(s).
- be alert to water or other conductors present.

Wires that contact vehicles or equipment will cause arcing, smoke, and possible fire. Occupants should remain in the cab and wait for the utility. If necessary to jump from a vehicle, leap with both feet as far away from the vehicle as possible, without touching the equipment. Jumping free of the vehicle is the last resort.

Crews shall have emergency numbers readily available. These numbers shall include local utility, police/fire and medical assistance.

REQUIREMENTS REGARDING HISTOPLASMOSIS IN FEDERAL AND STATE CONTRACTS

INTRODUCTION

Employees engaged in a variety of tasks are often required to work in areas where pigeons have nested, usually for long periods. Such conditions are often found in bridge structures and cold storage facilities. This nesting results in a substantial build-up of pigeon droppings, a condition which can be harmful to humans if the material is disturbed and made airborne.

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

This Safety Bulletin is intended to alert employees of this potential health hazard and establish common sense precautions to minimize exposure.

PROCEDURES

Prior to work in any area where pigeons nest, a thorough inspection should be made to determine if, and to what extent there is a build-up of material. Inspection itself requires minimum precautions such as the use of personal protective equipment, which may include gloves, rubber boots, rain suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity should be directed to the Regional Safety Representative or Employee Safety & Health Section.

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

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. All other personal protective equipment appropriate for the task and/or location shall be used, such as fall protection, hard hat, etc. Employees engaged in cleaning, or any other activity which involves exposure to pigeon droppings, should observe a high degree of personal hygiene, even if the exposure is casual. Special care must be taken to wash hands thoroughly before eating or smoking.

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I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided for in 29 CFR 5.12:

Section I, Paragraph 2;
Section IV, Paragraphs 1, 2, 3, 4, and 7
Section V, Paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the DOL, or the Contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the Contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

II. NONDISCRIMINATION

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Employment Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The Contractor will work with the Owner, the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The Contractor will accept as his/her operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or other on-the-job training."
2. **EEO Officer:** The Contractor will designate and make known to the Owner's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

- e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.
- b. In the event that the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:
- a. The Contractor will conduct periodic inspection of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.
6. **Training and Promotion:**
- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
 - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Owner and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Owner.
5. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and use DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA and/or Owner personnel offices.

- c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
6. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of, the Owner, the SHA, and the FHWA.
- a. The records kept by the Contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
7. The Contractors will submit an annual report to the Owner and the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal Aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provision of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age, or disability, because of habit, local

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its Subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employee's payroll records accurately set forth the time spent in each classification in which work is performed.

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

2. Classification:

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

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

- (1) the work to be performed by the additional classification requested is not performed by a

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classification in the wage determination;

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

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

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

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

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

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

3. Payment of Fringe benefits:

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

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

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

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide

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apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the

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applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than the full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

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

5. **Apprentices and Trainees (Programs of the U. S. DOT):**

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

6. **Withholding:**

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

7. **Overtime Requirements:**

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

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8. Violations:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any Subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The Owner shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENT AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3):

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

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

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types of described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the

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actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

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

g. The Contractor or Subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the Owner, the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Owner, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a total percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the Owner. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635.116).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Prime Contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The Contractor amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has construction operations (regardless of who performs the work) and (b) such other of its own organizations resources (supervision, management and engineering services) as the Owner's contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Owner's contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the Owner has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635.108). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner's contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any Subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have the right of entry to any site of contract performance to inspect or investigate the matter of compliance with the Construction Safety and Health Standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, supplies, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635.119) in one or more places where it is readily available to all persons concerned with the project:

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NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL AID HIGHWAY PROJECTS

18 USC 1020 reads as follows:

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Pub. L 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Pub. L 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed on the date of contract award, on the US Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the Owner of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts and to all related subcontracts of \$100,000.00 - 49 CFR 29)
 - a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
 - d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 - g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
 - i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in

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order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000.00 or more - 49 CFR 29)
 - a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction,"

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certified, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a

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Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS (Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the 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 he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
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 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

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

REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID CONTRACTS

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION. It is the policy of the United States and of the State of New York that Disadvantaged Business Enterprises (DBE's) shall have the maximum opportunity to participate in the performance of State contracts for construction. The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules, and regulations cited in this section to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Owner and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal Aid contracts. This policy shall be made a part of all subcontracts and agreements entered into as a result of this contract.

The Congress of the United States, to this end, has enacted the Surface Transportation Assistance Act ("STAA") of 1982, Public Law 97-424, Section 105(f), the Surface Transportation and Uniform Relocation Assistance Act of 1987, Public Law 100-17, Section 106(c), the Intermodal Surface Transportation Efficiency Act of 1991 and Regulations have been promulgated under CFR 49 23. New York State, to this end, has enacted Section 85 of the Highway Law, Section 428 of the Transportation Law, and Chapter 1, Title 17 of the Official Compilation of Codes, Rules, and Regulations. The parties to this contract are required to comply with these laws, rules, and regulations and the following DBE Program requirements.

A. **ELIGIBILITY OF DBEs.** Only those DBE firms that are certified by the New York State Department of Transportation (NYSDOT) are eligible to be used for goal attainment on this contract. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. In the event that the apparent Low Bidder, in good faith, proposes to use a firm that is listed as a certified DBE in the project proposal, and that firm is later found by the Owner to be ineligible or unable to perform, then the apparent Low Bidder will be required to substitute another certified firm of the kind needed to meet the goal, before the award, at no additional cost to the Owner.

B. **GOAL.** The Owner has established a utilization goal for DBEs which is expressed as a percentage of the total contract price. This goal is stated in the proposal and remains in effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that he/she subscribes to the utilization goal and must meet or exceed the goal or demonstrate that he/she could not meet it despite his/her best efforts. The contract goal is then considered to be a target or a minimum figure to which the Contractor commits as a part of his/her bidding for a Federal-aid project. When the contract is awarded with DBE participation that is less than the contract goal, the Prime Contractor is required to continue good faith efforts, as defined in Section F, throughout the life of the contract in order to increase the DBE participation to meet or exceed the contract goal.

C. **ZERO PERCENT GOAL.** For contracts which have a 0% (zero percent) goal, the Bidder agrees to make good faith efforts to utilize certified DBEs for any subcontracts awarded by the Bidder in connection with the contract.

D. **COUNTING DBE PARTICIPATION TOWARDS DBE GOALS.** DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

1. Subcontracting. If a firm is determined to be an eligible DBE, as defined in Section A, the total DBE agreed amount of the items of work to be performed by the DBE is counted toward the applicable DBE goal except as provided in paragraphs 2, 3, and 4 below.

2. Joint Ventures. Joint ventures between certified DBE firms and non-DBE firms as subcontractors will be counted toward the DBE goal in proportion to the percentage of ownership and control of each firm within the joint venture, subject to approval by the Owner of the joint venture agreement to be furnished by the Bidder before award of the contract. The joint venture agreement must include a detailed breakdown of the following:

- a. Contract responsibility of the DBE for specific contract items of work,
- b. Capital participation by the DBE,
- c. Specific equipment to be provided to the joint venture by the DBE,
- d. Specific responsibilities of the DBE in the control of the joint venture,
- e. Specific staffing and skills to be provided to the joint venture by the DBE, and
- f. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

In addition to these requirements, the DBE joint venture must perform a commercially useful function as a DBE subcontractor as defined in Section E.

3. Supplies (Regular Dealers), Manufacturers, and Fabricators. Count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers (regular dealers) and manufacturers in the amount noted below. The DBE supplier or manufacturer must assume the actual and contractual responsibility for the provision of the materials and supplies.

a. Count the entire expenditure to a DBE manufacturer. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

b. Count the entire expenditure to a DBE fabricator. A fabricator is a firm that substantially alters materials or supplies before resale.

c. Count 60% (sixty percent) of the expenditures to a DBE supplier. A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such product in stock, if it owns or operates distribution equipment.

d. The Bidder must indicate in the form of an explanation on the AAPHC-890, DBE Utilization Worksheet, the item number(s) for the material supplied.

EXAMPLE:

ITEM NUMBER	NAME	LESS THAN 100%	AMOUNT
619M17	Supply Temp. Concrete Barrier	XX%	\$ Value

4. Trucking Services. Count toward the DBE goal the expenditure for trucking services provided by certified DBEs in accordance with the following:

a. Count the pro-rated value of trucking services provided by trucks owned or leased on a long-term basis by the DBE trucking firm. For the purposes of this Section, a long-term lease is a lease of six (6) months or more. Also, trucks that are leased on a long-term basis are leased without an operator.

b. Count the pro-rated value of trucking services provided by trucks hired or rented from other certified DBE trucking firms by the DBE trucking firm.

c. No credit will be received for the value of trucking services that are provided by trucks that are not owned, leased on a long-term basis, hired, or rented from certified DBE trucking firms.

EXAMPLE:

Ten (10) trucks are needed to perform \$50,000 of trucking services. The DBE who appears on the Utilization form will provide two (2) self-owned trucks and three (3) trucks hired from DBE trucking firms for a total of five (5) certified DBE trucks providing trucking services. The remaining five (5) trucks are not obtained from certified DBE trucking firms. In this situation, 50% (fifty percent), or \$25,000, can be counted toward the DBE goal.

d. The Bidder must indicate in the form of an explanation the item number(s) for which the trucking services are to be performed, the type of trucking service to be performed (on-site vs. off-site), and the corresponding dollar value for those services (per item).

EXAMPLE:

ITEM NO.	NAME	LESS THAN 100%	AMOUNT
99.99	Off-site Trucking Services for Item 403.11	XX%	\$ VALUE

e. The Bidder must provide, before award, the calculations and any pertinent documentation that support the dollar value or the proposed DBE trucking services. The Bidder must also provide before award a list of all proposed DBE trucking firms to be used on the project and the number of trucks to be provided by each proposed DBE trucking firm.

f. On-Site Trucking. For the purposes of this Section, on-site trucking is defined as: 1. Within the boundaries of the physical place where the construction will remain; (2) Off-site facilities that are dedicated exclusively to the performance of the contract and are so located in proximity to the actual construction location that it would seem reasonable to include them. Trucking services provided for on-site trucking are considered to be a subcontracting activity. The DBE trucking firm may not subcontract any portion of their on-site trucking operations.

g. Off-Site Trucking. For the purposes of this Section, off-site trucking is defined as: 1. Outside of the boundaries of the physical place where the construction will remain; (2) Off-site facilities that were established by a commercial supplier or materialman prior to award of the project and used for multiple customers. Trucking services provided for off-site trucking are not considered to be a subcontracting activity; it is considered to be a service.

h. The DBE trucking firm that appears on the Utilization form must control the day-to-day trucking operations on the project. The DBE is responsible for:

1. Negotiating and executing rental/leasing agreements;
2. Hiring and firing the work force;
3. Coordinating the daily trucking needs with the Prime Contractor;
4. Scheduling and dispatching trucks.

a. The Bidder must explain in writing the scope of work to be performed by the DBE for all items indicated as partial items at the time the Low Bidder submits the Utilization Package.

6. A DBE that holds a contract may not count its own utilization in the contract toward the DBE contract goal.

E. CONDITIONS OF PARTICIPATION. DBE participation will be counted toward meeting the DBE contract goal, subject to all of the following conditions:

1. Commercially Useful Function. The Prime Contractor is responsible for ensuring that DBEs performing work on the contract perform a commercially useful function. A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations). Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control, or independence of the DBE or in any way does not meet the commercially useful function requirement, the Contractor shall receive no credit toward the goal.

2. Work Force. The DBE firm must employ a work force (including administrative and clerical positions), separate and apart from that employed by the Prime Contractor, other subcontractors on the project, or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.

3. Supervision. All work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel from the Prime Contractor or other subcontractors. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment. DBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Prime Contractor, other subcontractors on the project, or their affiliates. If the DBE obtains equipment from any of those sources, the Owner shall obtain from the DBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

F. GOOD FAITH EFFORTS. To ensure that DBE firms are given the maximum practical opportunity to participate in the work of the contract, the Bidder must make good faith efforts to obtain DBE participation in order to fulfill the DBE contract goal. The Bidder's demonstration of good faith efforts must be at least extensive as, but not limited to, the following:

1. Efforts to utilize the services of minority and women community organizations; minority and women contractors groups; local, State, and Federal minority and women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

2. Attendance by a representative of the Bidder who is knowledgeable of the contract work at pre-bid, pre-award, and/or other meetings, if any, scheduled by the Owner to inform DBEs of subcontracting and other opportunities for participation in a specific contract. At these meetings, the Bidder's representative will explain the required contract work and solicit the interest of the DBE attendees in any specific portions of the work.

3. Efforts to secure participation by certified DBE firms. Only DBEs certified by the NYSDOT shall be used to fulfill goals on federally funded projects.

4. Written solicitation of DBEs. A written solicitation inquiry will be sent to all DBE firms and, when necessary, minority and women's business associations when necessary in order to meet DBE goals. Notification must be made in a timely fashion such that the DBEs contacted have a reasonable period of time in which to respond. The Bidder's solicitation will cover certified DBEs listed in the Registry of Disadvantaged Business

Enterprises maintained by the Office of Civil Rights (OCR) of the NYSDOT. Such geographic limits are not acceptable as good faith efforts for work typically subcontracted to non-DBE firms on a statewide basis, e. g., pavement markings, guide rail, etc. It will be mandatory for the Bidder to contact all DBEs who have expressed interest in the specific contract to the Bidder and to document efforts taken to secure their participation in the contract and in any future work.

5. Efforts to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the contract goal. Where certified DBEs have expressed interest to the Bidder in performing certain work that the Bidder normally performs with his/her own forces, and the contract goal has not otherwise been attained, the Bidder will be required to subcontract such work or portions of it in order to meet the goal.

6. Efforts to negotiate with DBEs for specific subcontracts. Price alone will not be an acceptable basis for rejecting DBE bids, unless it can be shown that no reasonable price can be obtained from a DBE.

7. Efforts to assist the DBEs contacted which needed assistance in obtaining bonding or insurance required by the Bidder or the Owner. Difficulties encountered by the DBE in obtaining bonding or insurance required by the Bidder will not be acceptable reasons for the Bidder's failure to meet the contract goal.

8. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

9. Record of solicitation efforts. All Bidders must keep records of efforts to solicit and negotiate with DBEs and a continuing record of pre- and post-letting activity. When submitting a D/M/WBE Schedule of Utilization to the Owner, the apparent Low Bidder will attach it together with the supplemental information specified in the instructions as evidence of good faith efforts. Such supplemental efforts must include at least the following:

- a. All Solicitation Responses returned to the Bidder by DBEs;
- b. All envelopes of solicitation inquiries that were returned as undeliverable; and
- c. Any quotations submitted by DBEs that are not included in the D/M/WBE Schedule of Utilization with an explanation for the Bidder's action in each case.

G. DBE UTILIZATION PACKAGE. The Bidder shall submit a complete utilization package within seven (7) calendar days after the bid opening. The DBE Utilization Package consists of:

1. D/M/WBE Schedule of Utilization;
2. D/M/WBE Utilization Worksheet (Note: Schedule must be co-signed by both the Prime Contractor and the Subcontractor); and
3. All of the information listed in Section F.

H. BIDDER'S FAILURE TO COMPLY. The Owner's acceptance of the Bidder's proposal is conditioned upon the Bidder's fulfillment of the requirements of this Section. If the Bidder fails to submit a complete utilization package as defined in Section G by the seventh calendar day after the bid opening and/or fails to attain the DBE utilization goal, and to satisfactorily document his/her good faith efforts as defined in Section F above, the bid may be declared incomplete and the deposit may be subject to forfeiture.

I. DISADVANTAGED BUSINESS ENTERPRISE OFFICER. The Bidder shall designate a Disadvantaged Business Enterprise Officer who will have the responsibility to, and be capable of, effectively administering and promoting an active DBE program, and, who is assigned adequate authority to do so.

J. CONFORMANCE TO DBE SCHEDULE OF UTILIZATION. Following the award of the contract, the Contractor is required to enter into subcontracts or agreements with the DBEs identified on the approved

D/M/WBE Schedule of Utilization, for the work of the kind and amount identified therein. The Owner will monitor the work of the contract to ensure that the DBEs identified perform the work in accordance with the D/M/WBE Schedule of Utilization. Any direction by the Owner to comply with the Schedule is a lawful direction under Article 8 of the contract. Where such direction is not complied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished.

K. REVISIONS IN DBE UTILIZATION. If, after the award of the contract, a subcontract or purchase order held by a DBE or joint venture involving a DBE is modified or terminated, the Contractor shall immediately notify the Owner of such modification or termination and the reasons therefor or an alternative subcontract or purchase order for a commensurate dollar amount furnished by another DBE. Any change in DBE utilization must be approved by the Owner through submission of a revised Schedule of Utilization (Amended) signed by both parties. The Contractor must receive this approval prior to implementing any proposed change. Failure by the Contractor to obtain approval could result in appropriate sanctions. For the purposes of this Section, a revision in DBE utilization is considered to be any of the following modifications:

A. Reducing the dollar value of or eliminating the DBE's item(s) of work. In the event that this results in a shortfall in goal attainment, the Contractor will be required to make good faith efforts to backfill in accordance with Section F.

B. Removing one DBE and substituting another DBE for the same item(s) of work.

C. Increasing the dollar value of (an) item(s) of work or adding (a) new item(s) of work to a DBE already participating in the contract.

D. Adding a DBE to the contract.

L. MONITORING CONTRACTOR COMPLIANCE. The Contractor will allow authorized representatives of the Owner to conduct periodic inspections of the Contractor's DBE participation efforts during the performance of the contract. In order to determine whether the Contractor has complied with the requirements of this Section, the Owner may proceed by order to show cause, or may follow any other lawful procedure upon due notice in writing to the Contractor. When the Contractor has been found to have failed to meet the contract goals, to exert a good faith effort, or otherwise failed to comply with this Section, the contract may be canceled, terminated, or suspended in whole or in part in accordance with the contract and Section 40 of the Highway Law, and the Contractor may be referred to the USDOT for possible suspension or debarment as provided for in 49 CFR 29 and such other sanctions as may be imposed and remedies invoked as provided for under the authority of 49 CFR 29, or by rule, regulation, or order of the Owner, or as otherwise provided by law.

M. PROMPT PAYMENT. Failure by the Contractor to pay any subcontractor within seven calendar days of receipt of payment from the Owner for work performed that is accepted by the Owner, in violation of Section 139-F of the State Finance Law, could result in the withholding of future estimated payments by the Owner. The Contractor shall submit reports on payments made to subcontractors as required by the Owner. If it is determined by the Owner that a subcontractor has not received payment due and owing in accordance with Section 139-f of the State Finance Law, the Owner may direct the Prime Contractor to make such payment. Any such direction by the Owner is a lawful direction under Article 8 of the contract. Where such direction is not complied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment nor shall any estimate be rendered on account of work done.

N. REQUIRED RECORDS. The Contractor shall keep records and documents for three years following performance of this contract to indicate compliance with this Section. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representatives of the Owner and will be submitted to the Owner upon request, together with other compliance information which may be required.

O. **NON-DISCRIMINATION.** The Contractor shall not use the requirements of this Section to discriminate against any qualified company or group of companies.

P. **REPORTING VIOLATIONS OF PROGRAM RULES.** The Contractor is responsible for ensuring that the DBE performs a commercially useful function on the contract as defined in Section E. If the Contractor becomes aware of any violation of this Section, the Contractor is required to promptly report the violation to the Owner.

U.S. AND N.Y.S.D.O.T HOTLINES

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.

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 www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on NYSDOL Form PW-200 included in this Project Manual.

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Owner to prospective bidders without internet access.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Saratoga Springs
Casey Knapp, Project Manager
Greenman-Pedersen, Inc.
80 Wolf Road
Suite 300
Albany NY 12205

Schedule Year 2014 through 2015
Date Requested 08/19/2014
PRC# 2014007849

Location Lincoln Ave to Hamilton St
Project ID# D033659 -1756.60
Project Type Roadway reconstruction project to provide a new roadway pavement section, continuous center median/left-turn lane, two new traffic signal systems, new drainage system, improved pedestrian and

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2014 through June 2015. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30R).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Saratoga Springs
Casey Knapp, Project Manager
Greenman-Pedersen, Inc.
80 Wolf Road
Suite 300
Albany NY 12205

Schedule Year 2014 through 2015
Date Requested 08/19/2014
PRC# 2014007849

Location Lincoln Ave to Hamilton St
Project ID# D033659 -1756.60
Project Type Roadway reconstruction project to provide a new roadway pavement section, continuous center median/left-turn lane, two new traffic signal systems, new drainage system, improved pedestrian and

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

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

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

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

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

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

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

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

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
 W. Averell Harriman State Office Campus
 Building 12 - Room 130
 Albany, New York 12240
 Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
 There is a *Dispensation of Hours* in place on the project.
 The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
 The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
 Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
 -or-
 Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number _____ Fax Number: _____ Email Address: _____
 Contact Person: _____
 Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____
 Exact Location of Project: _____ County: _____
 (If you are Subcontractor)
 Prime Contractor Name: _____
 Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-6)*
 *** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____
 Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

- | | | | |
|-----|-----------------------------|-----|---------------------------------|
| 1. | Albany County | 33. | Oneida County |
| 2. | Allegany County | 34. | Onondaga County |
| 3. | Bronx County | 35. | Ontario County |
| 4. | Broome County | 36. | Orange County |
| 5. | Cattaraugus County | 37. | Orleans County |
| 6. | Cayuga County | 38. | Oswego County |
| 7. | Chautauqua County | 39. | Otsego County |
| 8. | Chemung County | 40. | Putnam County |
| 9. | Chenango County | 41. | Queens County |
| 10. | Clinton County | 42. | Rensselaer County |
| 11. | Columbia County | 43. | Richmond County (Staten Island) |
| 12. | Cortland County | 44. | Rockland County |
| 13. | Delaware County | 45. | Saint Lawrence County |
| 14. | Dutchess County | 46. | Saratoga County |
| 15. | Erie County | 47. | Schenectady County |
| 16. | Essex County | 48. | Schoharie County |
| 17. | Franklin County | 49. | Schuyler County |
| 18. | Fulton county | 50. | Seneca County |
| 19. | Genesee County | 51. | Steuben County |
| 20. | Greene County | 52. | Suffolk County |
| 21. | Hamilton County | 53. | Sullivan County |
| 22. | Herkimer County | 54. | Tioga County |
| 23. | Jefferson County | 55. | Tompkins County |
| 24. | Kings County (Brooklyn) | 56. | Ulster County |
| 25. | Lewis County | 57. | Warren county |
| 26. | Livingston County | 58. | Washington County |
| 27. | Madison County | 59. | Wayne County |
| 28. | Monroe County | 60. | Westchester County |
| 29. | Montgomery County | 61. | Wyoming County |
| 30. | Nassau County | 62. | Yates County |
| 31. | New York County (Manhattan) | | |
| 32. | Niagara County | | |

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	7	2, 5	<input type="checkbox"/>
Carpenter-Building	276B-Cat	15	5	<input type="checkbox"/>
Carpenter - Building	276-B-DW-LIV	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Building	276B-Gen	19, 32, 37	61	<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Erie	15		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		<input type="checkbox"/>
Carpenter-Residential	276R-All	7	2, 5	<input type="checkbox"/>
Carpenter - Building	277B-Bro	4, 54		<input type="checkbox"/>
Carpenter - Building	277B-CAY	6, 50, 62		<input type="checkbox"/>
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	<input type="checkbox"/>
Carpenter - Building	277 JLS	23, 25, 45		<input type="checkbox"/>
Carpenter - Building	277 omh	22, 27, 33		<input type="checkbox"/>
Carpenter - Building	277 On	34		<input type="checkbox"/>
Carpenter - Building	277 Os	38		<input type="checkbox"/>
Carpenter - Building	277CDO Bldg	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62		<input type="checkbox"/>
Carpenter - Heavy/Highway	277 oneida	22, 23, 25, 27, 33, 34, 38, 45		<input type="checkbox"/>
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		<input type="checkbox"/>
Carpenter - Building	291B-Cli	10, 16, 17		<input type="checkbox"/>
Carpenter - Building	291B-Ham	21, 57, 58		<input type="checkbox"/>
Carpenter - Building	291B-Sar	46		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Electrician	25m	30, 52		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	<input type="checkbox"/>

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers - Building	322-2H	17, 23, 25, 45		<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	12, 55		<input type="checkbox"/>
Mason-Building	3B-Jam-Z2	7	2, 5	<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Building	3B-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Building-Residential	3B-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	<input type="checkbox"/>
Painter	150	28, 59, 62	26, 35	<input type="checkbox"/>
Painter	178 B	4, 9, 54		<input type="checkbox"/>
Painter	178 E	8, 49	51	<input type="checkbox"/>
Painter	178 I	12, 55		<input type="checkbox"/>
Painter	178 O	13, 39		<input type="checkbox"/>
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	40, 60		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Saratoga County General Construction

Boilermaker **08/01/2014**

JOB DESCRIPTION Boilermaker **DISTRICT 1**

ENTIRE COUNTIES

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

WAGES

Per hour
 07/01/2014

Boilermaker \$ 31.24

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.88*
 + 1.19

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building **08/01/2014**

JOB DESCRIPTION Carpenter - Building **DISTRICT 2**

ENTIRE COUNTIES

Saratoga

WAGES

Per hour:	07/01/2014	06/01/2015 Additional
Carpenter	\$ 28.66	\$ 1.62*
Floor Coverer	28.66	1.62*
Carpet Layer	28.66	1.62*
Dry-Wall	28.66	1.62*
Lather	28.66	1.62*
Piledriver	28.91	1.62*
Diver-Wet Day	61.25	
Diver -Dry Day	29.66	1.62*
Diver Tender	29.66	1.62*

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:

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

- Penetration pay for Divers based upon deepest penetration on the day of the dive:

- 0' to 50' no additional fee
- 51' to 100' additional \$.75 per foot
- 101' and deeper additional \$1.00 per foot

(*) To be allocated at a later date.

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.26

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

1st year term	\$ 9.96
2nd year term	9.96
3rd year term	12.56
4th year term	12.56

2-291B-Sar

Carpenter - Building / Heavy&Highway

08/01/2014

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Wages per hour:

07/01/2014

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface Installer

\$ 28.40

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

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2014

Journeyman \$ 18.43

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid:

07/01/2014

Carpenter

1st year term \$ 10.04

2nd year term 10.04

3rd year term 12.64

4th year term 12.64

2-42AtSS

Carpenter - Heavy&Highway

08/01/2014

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2014

Carpenter \$ 28.04

Millwright 29.54

Piledriver 28.04

Diver-Wet Day 62.50

Diver-Dry Day 29.04

Diver-Tender 29.04

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.25 per hour.
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- Depth pay for Divers based upon deepest depth on the day of the dive:
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 18.79

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked plus paid holidays:

1st year terms	\$ 9.92
2nd year terms	9.92
3rd year terms	12.52
4th year terms	12.52

2-291HH-Alb

Electrician

08/01/2014

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Greene: All of the city of Catskill and that portion of the county that lies north of Route 23A.
 Otsego: Only the Towns of Decatur and Worcester

WAGES

Per hour

07/01/2014

Electrician	\$35.25
Audio/Sound	35.25
Video	35.25
Tele-Data	35.25

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 21.17
	+3% of wage

OVERTIME PAY

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

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 12:30 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 8:00 AM	REGULAR RATE PLUS 15%

HOLIDAY

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

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

6mo	1st yr	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

1st term	\$ 9.96*
2nd term	9.96*
All others	21.17*

*Plus additional 3% of wage

1-236

Elevator Constructor

08/01/2014

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2014	01/01/2015
Mechanic	\$ 40.90	\$ 41.51
Helper	70% of Mechanic Wage Rate	

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked

	07/01/2014	01/01/2015
Journeyman/Helper	\$ 26.785*	\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service

(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

0-6 mo*

50%

*No supplemental benefits

6-12 mo	2nd yr	3rd yr	4th yr
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55 % 65 % 70 % 80 %

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier

08/01/2014

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2014

05/01/2015

05/01/2016

Additional
\$1.50**

Additional
\$1.50**

Glazier base wage

\$ 26.05

+ additional \$1.50 per hour for all hours worked

*High Work Base Wage

29.05

+ additional \$3.50 per hour for all hours worked

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

(**) To be allocated at a later date, increase only applies to Glazier base wage.

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 16.03

Journeyman

High Work

21.58

OVERTIME PAY

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

Premium is applied to the respective base wage only.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Half Year (900 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional \$1.50 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional \$3.50 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice	
1st-4th term	\$ 14.26
5th-8th term	16.03
Apprentice High Work	
1st-4th term	\$ 16.83
5th-8th term	21.58

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	\$ 16.03
Apprentice High Work	21.58

1-201

Insulator - Heat & Frost

08/01/2014

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Wages per hour	07/01/2014	05/01/2015
		Additional
Asbestos Worker*	\$ 31.56	\$ 1.50**
Insulator*	31.56	1.50**
Firestopping Worker*	26.83	1.50**

(*)On Mechanical Systems only.

(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.03
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OVERTIME PAY

See (*B1, **Q) on OVERTIME PAGE

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices	\$ 20.03
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1-40

Ironworker

08/01/2014

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

WAGES

Per hour	07/01/2014
Ornamental	\$ 29.05
Reinforcing	29.05
Rodman	29.05
Structural & Precast	29.05
Mover/Rigger	29.05
Fence Erector	29.05
Stone Derrickman	29.05
Sheeter	29.30
Curtain Wall Installer	29.05
Metal Window Installer	29.05

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 25.06

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2014
1st year	\$ 16.00
2nd year	18.00
3rd year	20.00
4th year	22.00
Supplemental Benefits per hour worked	
1st year	\$ 10.00
2nd year	19.38
3rd year	20.72
4th year	22.06

1-12

Laborer - Building

08/01/2014

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Schenectady, Schoharie

PARTIAL COUNTIES

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES

Per hour 07/01/2014

Group #1:
 All Classifications \$ 26.24
 except as noted in
 Groups 2 & 3

Group #2:
 Blaster, Drilling equipment
 only where a separate air
 compressor unit supplies power,
 Metal formsetter (sidewalk),
 Well pointing & Laser
 operator 26.74

Group #3:
Handling of Asbestos
or Toxic Materials 27.59

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.66

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices 07/01/2014
\$ 17.66

1-157

Laborer - Building

08/01/2014

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Washington

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.

Greene: Entire county except the Township of Catskill

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater and Waterford

WAGES

Per hour

07/01/2014

Group #1:
All Classifications
except as noted in
Groups 2 & 3 \$ 24.86

Group #2:
Blaster, Drilling Equipment
Only Where a Separate Air
Compressor Unit Supplies
Power, Metal Formsetter
sidewalk),Well Pointing
& Laser Operator 25.26

Group #3:
Handling of Asbestos
or Toxic Materials 26.21

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 19.04

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2014
Apprentices	\$ 19.04

1-190

Laborer - Heavy&Highway

08/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Schenectady, Schoharie

PARTIAL COUNTIES

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

WAGES

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2014	07/01/2015 Additional
Group # A	\$ 27.85	\$ 1.50*
Group # B	28.05	1.50*
Group # C	28.25	1.50*
Group # D	28.45	1.50*
Group # E	29.85	1.50*

Workers on a single irregular work shift starting anytime from 5:00 pm to 1:00 am due to governmental mandated night work shall be paid an additional \$2.00 per hour.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 18.99
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices \$ 18.99

1-157h/h

Laborer - Heavy&Highway **08/01/2014**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Washington

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.

Greene: Entire county except the Township of Catskill.

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, and Waterford.

WAGES

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding and Sand Blasting), Laborers on Chain Link Fence. Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour

	07/01/2014	07/01/2015 Additional
Group # A	\$ 27.79	\$ 1.50*
Group # B	27.99	1.50*
Group # C	28.19	1.50*
Group # D	28.39	1.50*
Group # E	31.04	1.50*

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$2.00 per hour.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 19.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

Supplemental Benefits per hour worked

Apprentices \$ 19.05

1-190 h/h

Lineman Electrician

08/01/2014

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

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

	07/01/2014	05/04/2015	05/02/2016
Lineman, Technician	\$ 45.51	\$ 46.90	Additional \$ 2.50*
Crane, Crawler Backhoe	45.51	46.90	2.50*
Welder, Cable Splicer	45.51	46.90	2.50*
Digging Machine Operator	40.96	42.21	2.50*
Tractor Trailer Driver	38.68	39.87	2.50*
Groundman, Truck Driver	36.41	37.52	2.50*
Mechanic 1st Class	36.41	37.52	2.50*
Flagman	27.31	28.14	2.50*

* To be allocated at a later date.

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

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

	07/01/2014	05/04/2015	05/02/2016
Lineman, Technician	\$ 45.51	\$ 46.90	Additional \$ 2.50*
Crane, Crawler Backhoe	45.51	46.90	2.50*
Cable Splicer-Pipe Type Cable	50.06	51.59	2.50*
Cert. Welder-Pipe Type Cable	47.79	49.25	2.50*
Digging Machine Operator	40.96	42.21	2.50*
Tractor Trailer Driver	38.68	39.87	2.50*
Mechanic 1st Class	36.41	37.52	2.50*
Groundman, Truck Driver	36.41	37.52	2.50*
Flagman	27.31	28.14	2.50*

* To be allocated at a later date.

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

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

	07/01/2014	05/04/2015	05/02/2016
Lineman, Technician, Welder	\$ 46.80	\$ 48.20	Additional \$ 2.50*
Crane, Crawler Backhoe	46.80	48.20	2.50*
Digging Machine Operator	42.12	43.38	2.50*

Tractor Trailer Driver	39.78	40.97	2.50*
Groundman, Truck Driver	37.44	38.56	2.50*
Mechanic 1st Class	37.44	38.56	2.50*
Flagman	28.08	28.92	2.50*
Cert. Welder-Pipe Type Cable	49.14	50.61	2.50*
Cable Splicer-Pipe Type Cable	51.48	53.02	2.50*

* To be allocated at a later date.

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

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

Lineman, Technician, Welder	\$ 48.02	\$ 49.41	Additional \$ 2.50*
Crane, Crawler Backhoe	48.02	49.41	2.50*
Cable Splicer	48.02	49.41	2.50*
Digging Machine Operator	43.22	44.47	2.50*
Tractor Trailer Driver	40.82	42.00	2.50*
Groundman, Truck Driver	38.42	39.53	2.50*
Mechanic 1st Class	38.42	39.53	2.50*
Flagman	28.81	29.65	2.50*

* To be allocated at a later date.

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

**** IMPORTANT NOTICE ****

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

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

\$ 19.75	\$ 20.50
*plus 7% of hourly wage	*plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

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

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

Lineman Electrician - Teledata

08/01/2014

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR OUTSIDE WORK.

07/01/2014

Cable Splicer	\$ 29.12
Installer, Repairman	27.64
Teledata Lineman	27.64
Technician, Equipment Operator	27.64
Groundman	14.66

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43
*plus 3% of
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

08/01/2014

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Lineman/Technician shall perform all overhead aerial work and make all electrical connections.

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

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

07/01/2014

05/04/2015

05/02/2016

Additional

Lineman, Technician	\$ 40.12	\$ 41.04	\$ 2.00*
Crane, Crawler Backhoe	40.12	41.04	2.00*
Certified Welder	42.13	43.09	2.00*
Digging Machine	36.11	36.94	2.00*
Tractor Trailer Driver	34.10	34.88	2.00*
Groundman, Truck Driver	32.10	32.83	2.00*
Mechanic 1st Class	32.10	32.83	2.00*
Flagman	24.07	24.62	2.00*

* To be allocated at a later date.

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

**** IMPORTANT NOTICE ****

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

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

All classifications	\$ 19.75	\$ 20.50
	*plus 7.0% of hourly wage	*plus 7.0% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 24.07	\$ 26.08	\$ 28.08	\$ 30.09	\$ 32.10	\$ 34.10	\$ 36.11

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

08/01/2014

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2014

Tree Trimmer	\$ 22.41
Equipment Operator	19.77
Equipment Mechanic	19.77
Truck Driver	16.71
Groundman	13.71
Flag person	9.76

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 8.72
*plus 3% of
hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

All paid holidays falling on a Saturday shall be observed on the preceding Friday

All paid holidays falling on a Friday shall be observed on the following Monday

6-1249TT

Mason - Building

08/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2014

Tile/Marble/Terazzo

Setter	\$ 30.79
Finisher	24.30

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 18.25
Journeyman Finisher	15.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2014

Setter:

1st term 0-500 hrs	\$ 10.50
2nd term 501-1500 hrs	10.50
3rd term 1501-2500 hrs	14.37
4th term 2501-3500 hrs	14.37
5th term 3501-4500 hrs	16.31
6th term 4501-6000 hrs	18.25

Finisher:

1st term 0-500 hrs	\$ 10.00
2nd term 501-1500 hrs	10.00
3rd term 1501-2500 hrs	12.77
4th term 2501-3700 hrs	12.77

12-2TS.1

Mason - Building

08/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour 07/01/2014

Bricklayer	\$ 32.12
Cement Mason(Bldg)	32.12
Plasterer/Fireproofing*	32.12
Pointer/Caulker/Cleaner	32.12
Stone Mason	32.12
Acid Brick	32.62

(*Fireproofing of Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.90

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

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

Supplemental Benefits per hour worked

All others \$ 18.90

12-2b.1

Mason - Heavy&Highway

08/01/2014

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour

07/01/2014 07/01/2015
Additional

Mason & \$ 33.08 \$ 1.35*
Bricklayer

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

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman
\$ 17.96

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

07/01/2014
\$ 17.96

12-2hh.1

Millwright

08/01/2014

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour: 07/01/2014

Millwright \$ 29.00

Note: WELDER/HAZMAT - A Certified Welder shall receive \$ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a \$ 1.25 premium per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.89

OVERTIME PAY

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

*Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeyman's rate.

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

Supplemental Benefits per hours worked:

Apprentices:

1st term	\$ 8.45
2nd term	15.76
3rd term	16.80
4th term	17.85

2-1163b

Operating Engineer - Building

08/01/2014

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

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

CLASS A:

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

CLASS B:

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

CLASS C:

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

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

WAGES per hour 07/01/2014

Class # A1	\$ 37.90
Class # A	37.46
Class # B	36.55
Class # C	33.98

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.
Additional \$2.00 per hr for Cranes with Boom length & jib 200ft. and over.
Additional \$2.00 per hr over B rate for Nuclear Leader work.
Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.
Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.87

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

07/01/2014

All terms \$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway

08/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Herkimer: That portion of the county that lies east of a line drawn due north and due south through the railroad station in Little Falls, NY

WAGES

CLASSIFICATION A:

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 PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

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 (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

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

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

WAGES per hour

	07/01/2014
Master Mechanic	\$ 39.02
Class A*	37.41
Class B	36.50
Class C	33.93

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.
Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

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

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 24.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2014
All Terms	\$ 19.50

1-158H/H Alb

Operating Engineer - Marine Construction

08/01/2014

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:		
DREDGING OPERATIONS	07/01/2014	10/01/2014
CLASS A		
Operator, Leverman, Lead Dredgeman	\$ 34.73	\$ 35.63

CLASS A1
 Dozer, Front Loader
 Operator

To conform to Operating Engineer
 Prevailing Wage in locality where work
 is being performed including benefits.

CLASS B		
Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 30.05	\$ 30.81

Certified Welder, Boat Operator(licensed)	\$ 28.30	\$ 29.01
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CLASS C		
Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 27.54	\$ 28.22

Welder (please add)\$ 0.06

Boat Operator	\$ 26.55	\$ 27.30
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CLASS D		
Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 22.17	\$ 22.68

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2014	10/01/2014
All Classes A & B	\$ 9.42 plus 8% of straight time wage, Overtime hours add \$ 0.63	\$ 9.99 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 9.12 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$ 9.69 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$ 8.82 plus 8% of straight time wage, Overtime hours add \$ 0.33	\$ 9.39 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew

08/01/2014

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

These rates apply to Building and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who runs the instrument and assists the Party Chief.

Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2014	07/01/2015
Party Chief	\$ 35.49	\$ 36.53
Instrument Person	32.53	33.46
Rod Person	23.83	24.46

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 22.75	\$ 23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms for Instrument & Rod Persons at the following rates:

	07/01/2014	07/01/2015
0-1000 Hrs	\$ 14.30	\$ 14.68
1001-2000 Hrs	16.68	17.12
2001-3000 Hrs	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

All Terms	\$ 22.75	\$ 23.75
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12-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2014

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
 Instrument Person - One who runs the instrument and assists the Party Chief.
 Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2014	07/01/2015
Party Chief	\$ 35.49	\$ 36.53
Instrument Person	32.53	33.46
Rod Person	23.83	24.46

Additional \$3.00 per hr. for work in a Tunnel.
 Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 22.75	\$ 23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

12-545 DCE

Operating Engineer - Tunnel

08/01/2014

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

WAGES

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

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

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

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour:	07/01/2014
Crane 1	\$ 43.68
Crane 2	42.68
Crane 3	41.68
Master Mechanic	41.81
CLASS A	39.68
CLASS B	38.46
CLASS C	35.67
CLASS D	32.66

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus \$5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 24.55

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 24.55

7-832TL.

Painter 08/01/2014

JOB DESCRIPTION Painter **DISTRICT 1**

ENTIRE COUNTIES
 Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour	07/01/2014	05/01/2015 Additional	05/01/2016 Additional
Painter\Wallcover	\$ 26.74	\$ 1.40**	\$ 1.40**
Drywall Finishers	26.74	1.40**	1.40**
Spray Rate	26.74	1.40**	1.40**
Structural Steel*	27.74	1.40**	1.40**

Lead Abatement	27.74	1.40**	1.40**
Lead Abatement on Structural Steel	28.74	1.40**	1.40**

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

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$11.97

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

900 hour terms at the following percentage of Journeyman's base wage

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

Supplemental Benefits per hour worked

All Terms \$11.97

1-466-Z1

Painter - Bridge & Structural Steel **08/01/2014**

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour Worked:

STEEL:

Bridge Painting: 07/01/2014 10/01/2014

From May 1st to Nov. 15th -

\$ 47.00	\$ 48.75
+ 5.38*	+ 5.63*

From Nov. 16th to April 30th -

\$ 47.00	\$ 48.75
+ 5.38*	+ 5.63*

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$47.00 or \$48.75 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

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

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker: 07/01/2014 10/01/2014

From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	\$ 28.20	\$ 28.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.20	28.95
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms		
	07/01/2014	10/01/2014
1st 90 days	\$ 20.96	\$ 21.76
1st year after 90 days	20.96	21.76
2nd year	31.43	32.63
3rd year	41.91	43.51

Supplemental Benefits per hour worked:

	07/01/2014	10/01/2014
1st 90 days	\$ 8.29	\$ 8.59
1st year after 90 days	8.54	8.84
2nd year	16.93	17.38
3rd year	22.57	26.17

8-DC-9/806/155-BrSS

Painter - Line Striping **08/01/2014**

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2014
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

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

Four (4), ten (10) hour days may be worked at straight time during a week.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2014
 Journeyworker:

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

Painter - Metal Polisher **08/01/2014**

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

07/01/2014

Metal Polisher	\$ 27.15
Metal Polisher**	28.24
Metal Polisher***	30.65

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2014

Journeyworker: All classification	\$ 13.61
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OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd
\$11.00	\$12.50	\$15.50

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$ 9.94	\$10.31	\$10.51

8-8A/28A-MP

Plumber **08/01/2014**

JOB DESCRIPTION Plumber **DISTRICT 1**

ENTIRE COUNTIES

Clinton, Warren, Washington

PARTIAL COUNTIES

Saratoga: Entire county except the Townships of Stillwater, Halfmoon, Galway, Milton, Charlton and Clifton Park.

WAGES

Per hour

	07/01/2014	05/01/2015 Additional	05/01/2016 Additional
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Plumber & Steamfitter	\$ 33.68	\$2.00**	\$2.00**
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**To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.75 + 9.10*
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* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

1st yr	\$ 14.98 + 4.55*
2nd yr	15.33 + 5.46*
3rd yr	15.69 + 6.37*
4th yr	16.04 + 7.28*
5th yr	16.40 + 8.19*

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

1-773-SF

Plumber

08/01/2014

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES

Per hour:

	07/01/2014	05/01/2015 Additional
Plumber:		
Pipefitter, Steamfitter	\$ 37.02	\$ 2.05*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 23.65

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th
45 %	55 %	65 %	75 %	90 %

Supplemental Benefits per hour worked:

07/01/2014

Apprentices \$ 23.65

1-7-SF

Roofer **08/01/2014**

JOB DESCRIPTION Roofer **DISTRICT 1**

ENTIRE COUNTIES

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

WAGES

Per hour
 07/01/2014

Roofer/Waterproofer \$ 27.95
 Pitch & Asbestos 29.95

SUPPLEMENTAL BENEFITS

Per hour worked
 Journeyman \$ 15.27

OVERTIME PAY

See (B, E*, Q) on OVERTIME PAGE.
 * Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	\$ 13.50
1st yr 2nd half	13.69
2nd yr 1st half	13.92
2nd yr 2nd half	14.12
3rd yr 1st half	14.40
3rd yr 2nd half	14.60

1-241

Sheetmetal Worker **08/01/2014**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 1**

ENTIRE COUNTIES

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

WAGES

Per hour
 07/01/2014
 06/01/2015
 Additional

Sheetmetal Worker \$ 31.81 \$ 2.15*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 26.12

OVERTIME PAY

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

* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 16.79
2nd term	18.20
3rd term	18.90
4th term	19.61
5th term	19.54
6th term	20.51
7th term	21.12
8th term	23.74
9th term	25.35
10th term	26.97

Supplemental Benefits per hour worked

1st term	\$ 16.43
2nd term	17.02
3rd term	17.26
4th term	17.51
5th term	21.60
6th term	21.96
7th term	22.56
8th term	23.15
9th term	23.75
10th term	24.34

1-83

Sprinkler Fitter

08/01/2014

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES

Per hour	07/01/2014	01/01/2015	04/01/2015
Sprinkler Fitter	\$ 31.55	\$ 31.55	\$ 32.18

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.87	\$ 21.05	\$ 21.05
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.78	\$ 15.78	\$ 17.35	\$ 18.93	\$ 20.51	\$ 22.09	\$ 23.66	\$ 25.24	\$ 26.82	\$ 28.40

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 14.97	\$ 14.97	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.20	\$ 15.78	\$ 17.35	\$ 18.93	\$ 20.51	\$ 22.09	\$ 23.66	\$ 25.24	\$ 26.82	\$ 28.40

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.56	\$ 8.60	\$ 15.22	\$ 15.26	\$ 15.81	\$ 15.85	\$ 15.90	\$ 15.94	\$ 15.99	\$ 16.03

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.20	\$ 15.78	\$ 17.35	\$ 18.93	\$ 20.51	\$ 22.09	\$ 23.66	\$ 25.24	\$ 26.82	\$ 28.40

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 7.90	\$ 7.90	\$ 14.97	\$ 14.97	\$ 15.22	\$ 15.22	\$ 15.22	\$ 15.22	\$ 15.22	\$ 15.22

1-669-3

Teamster - Building **08/01/2014**

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2014	07/01/2015	07/01/2016
Group A	\$25.78	\$26.29	\$26.73
Group B	\$26.08	26.59	27.03

SUPPLEMENTAL BENEFITS

Per hour worked

	07/01/2014	07/01/2015	07/01/2016
Journeyman	\$ 18.05	\$19.04	\$20.10

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

1-294

Teamster - Heavy&Highway

08/01/2014

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell, and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2014	07/01/2015
Group #1	\$26.92	\$26.92
Group #2	26.97	26.97
Group #3	27.06	27.06
Group #4	27.17	27.17
Group #5	27.32	27.32

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour paid:

\$19.26	\$20.90
+ \$1.00	+ \$1.00
per hour	per hour
worked	worked

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

1-294h/h

Welder

08/01/2014

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2014

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (B) Time and one half of the hourly rate after 8 hours per day
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (E5) Double time after 8 hours on Saturdays
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency Architect or Engineering Firm Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|---|--|
| <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYSDOL Bureau of Public Work Debarment List 08/19/2014

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019

NYSDOL Bureau of Public Work Debarment List 08/19/2014

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DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	DOL	****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	****3953	ASCAPPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	DOL	****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL	****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL	****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016

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DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014

NYSDOL Bureau of Public Work Debarment List 08/19/2014

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DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018

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DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETS ROADYONKERS NY 10705	03/12/2014	03/12/2019

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DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018

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DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018

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DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017

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DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****4638	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017

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DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

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DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROADDIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQU L ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREETJACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015

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DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015

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DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****1504	VALLEY VIEW LANDSCAPING AND SITE DEVELOPMENT LLC		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WASSIM ISSA		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

General Decision Number: NY140002 08/01/2014 NY2

Superseded General Decision Number: NY20130002

State: New York

Construction Types: Building, Heavy and Highway

Counties: Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie and Washington Counties in New York.

BUILDING CONSTRUCTION PROJECTS (For all counties except COLUMBIA, FULTON & GREENE) (does not include single family homes and apartments up to a including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	03/07/2014
3	04/18/2014
4	05/30/2014
5	06/13/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014
9	07/25/2014
10	08/01/2014

ASBE0040-002 05/01/2014

	Rates	Fringes
Asbestos/Insulator Worker SCOPE OF WORK: includes application of all insulating materials, protective, coverings, coating and finishing to all types of mechanical systems.....	\$ 31.56	20.01
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.....	\$ 17.37	9.95

BOIL0197-002 01/01/2013

Rates Fringes

BOILERMAKER.....\$ 31.10 23.72

BRNY0002-019 06/01/2013

Rates Fringes

BRICKLAYER

BRICKLAYERS, STONE MASONS,
CEMENT MASONS, PLASTERERS,
POINTERS, CAULKERS &
CLEANERS.....\$ 31.19 18.92
HEAVY & HIGHWAY
CONSTRUCTION
CEMENT MASONS.....\$ 32.15 17.99
MARBLE, TILE & TERRAZZO
FINISHERS.....\$ 23.55 15.49
MARBLE, TILE & TERRAZZO
WORKERS.....\$ 29.76 18.25

CARP0279-006 07/01/2014

Rates Fringes

Carpenters:

HEAVY AND HIGHWAY
CONSTRUCTION (COLUMBIA AND
GREENE COUNTIES)
Carpenters, Millwrights,
Pile Drivers.....\$ 29.46 27.79

CARP0290-003 06/01/2014

Rates Fringes

Carpenters:

SARATOGA COUNTY

BUILDING.....\$ 28.66 18.10
WASHINGTON COUNTY

BUILDING.....\$ 26.29 17.65

PAID HOLIDAYS: Labor Day, provided the employee has been on the payroll the calender week or any of the holiday week preceding the holiday and works the day after the holiday.

CARP0290-006 07/01/2014

ALBANY, FULTON, MONTGOMERY, RENSSELAER, SCHENECTADY AND SCHOHARIE COUNTIES

Rates Fringes

Carpenters:

BUILDING CONSTRUCTION
Carpenters & Soft Floor
Layers.....\$ 28.39 17.24
Piledriver.....\$ 28.39 17.24

HEAVY & HIGHWAY
CONSTRUCTION

Carpenters.....\$ 28.04 18.65

CARP0290-008 07/01/2014

Rates Fringes

Carpenters:

CARPENTERS.....\$ 29.09 18.40
 DIVER TENDERS.....\$ 30.09 18.40
 DIVERS (Dry Day).....\$ 30.09 18.40
 DIVERS.....\$ 61.25 18.40
 PILEDRIVERS.....\$ 24.49 18.40

ELEC0236-001 06/01/2014

ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line following the south limits of the city of Catskill); MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; WASHINGTON

Rates Fringes

ELECTRICIAN.....\$ 35.25 22.23

ELEC0363-004 06/01/2014

GREENE COUNTY (Portion of)

Rates Fringes

ELECTRICIAN.....\$ 37.00 6%+23.60+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

ELEC1249-003 05/05/2014

Rates Fringes

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.....\$ 24.07 7%+19.75+a
 Groundman (Truck Driver)....\$ 32.10 7%+19.75+a
 Groundman Truck Driver (tractor trailer unit).....\$ 34.10 7%+19.75+a
 Lineman & Technician.....\$ 40.12 7%+19.75+a
 Mechanic.....\$ 32.10 7%+19.75+a

FOOTNOTE:

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

 ELEC1249-004 05/06/2014

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 27.31	7%+19.75+a
Groundman digging machine operator.....	\$ 40.96	7%+19.75+a
Groundman truck driver (tractor trailer unit).....	\$ 38.68	7%+19.75+a
Groundman Truck driver.....	\$ 36.41	7%+19.75+a
Lineman and Technician.....	\$ 45.51	7%+19.75+a
Mechanic.....	\$ 36.41	7%+19.75+a
Substation:		
Cable Splicer.....	\$ 50.06	7%+19.75+a
Flagman.....	\$ 27.31	7%+19.75+a
Ground man truck driver....	\$ 36.41	7%+19.75+a
Groundman digging machine operator.....	\$ 40.96	7%+19.75+a
Groundman truck driver (tractor trailer unit).....	\$ 38.68	7%+19.75+a
Lineman & Technician.....	\$ 45.51	7%+19.75+a
Mechanic.....	\$ 36.41	7%+19.75+a
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.....	\$ 51.48	7%+19.75+a
Flagman.....	\$ 28.08	7%+19.75+a
Groundman Digging Machine Operator.....	\$ 42.12	7%+19.75+a
Groundman Truck Driver (tractor-trailer unit).....	\$ 39.78	7%+19.75+a
Groundman Truck Driver.....	\$ 37.44	7%+19.75+a
Lineman & Technician.....	\$ 46.80	7%+19.75+a
Mechanic.....	\$ 37.44	7%+19.75+a

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.

ELEC1249-007 05/06/2013

COLUMBIA COUNTY

Rates Fringes

ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS)

Flagman.....	\$ 24.27	7.5%+19.00+a
Groundman Digging Machine Operator.....	\$ 36.41	7.5%+19.00+a
Groundman Truck Driver (Tractor-trailer unit).....	\$ 34.38	7.5%+19.00+a
Groundman Truck Driver.....	\$ 32.36	7.5%+19.00+a
Lineman and Technician.....	\$ 40.45	7.5%+19.00+a
Mechanic.....	\$ 32.36	7.5%+19.00+a

PAID HOLIDAYS:

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

ELEC1249-008 01/01/2014

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV		
FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 29.12	3%+4.43
Groundman.....	\$ 12.98	3%+4.43
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....		
	\$ 27.64	3%+4.43
Tree Trimmer.....	\$ 22.41	8.30+3%+a

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

 ELEV0035-001 01/01/2014

ALBANY; COLUMBIA (Towns of Claverack, Hillsdale, Ghent, Stockport, Austerlitz, Canaan, New Lebanon, Chatham, Kinderhook, Styvesant and Greenport); FULTON; GREENE (Towns of Durham, Greenville, New Baltimore, Coxcsackie and Athens); MONTGOMERY, RENSSELAER, SARATOGA, SCHENECTADY, SCHOHARIE AND WASHINGTON COUNTIES

	Rates	Fringes
Elevator Constructor.....	\$ 40.90	27.085+a+b

FOOTNOTES:

a. 8 PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving Day, Christmas Day.

b. Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 ELEV0138-004 01/01/2014

COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE, GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY (THE TOWNS OF HUNTER AND CATSKILL)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.56	27.085+a+b

FOOTNOTES:

a. 8 PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0106-001 07/01/2013

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.06	23.35+a
GROUP 2.....	\$ 35.15	23.35+a
GROUP 3.....	\$ 32.58	23.35+a
GROUP 4.....	\$ 40.06	23.35+a
GROUP 5.....	\$ 39.06	23.35+a
GROUP 6.....	\$ 38.06	23.35+a
GROUP 7.....	\$ 37.67	23.35+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, Fork Lift, Form Tamper, Grout Pump, Guniting 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, Revinus 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, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day and Veteran's Day

ENGI0106-002 07/01/2013

BUILDING

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 36.55	23.10

GROUP A.....	\$ 36.11	23.10
1.....	\$ 37.55	23.10
2.....	\$ 38.55	23.10
GROUP B.....	\$ 35.20	23.10
GROUP C.....	\$ 32.63	23.10

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

IRON0012-011 05/01/2014

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown, Mayfield, Northampton and Perth); GREENE, MONTGOMERY (Amsterdam, Charleston, Florida, Glen, Mohawk and Root); RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON COUNTIES:

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-up.....	\$ 25.78	17.96
Sheeter.....	\$ 29.30	21.79
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcing, Stone Derrickmen.....	\$ 29.05	21.79

IRON0440-007 05/01/2013

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford);
MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St. Johnsville):

	Rates	Fringes
Ironworkers:		
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman.....	\$ 25.00	22.76

LABO0017-001 07/01/2013

COLUMBIA COUNTY (Twps of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

	Rates	Fringes
Laborers:		
COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont, and the City of Hudson) (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work) HEAVY & HIGHWAY		
GROUP 1:.....	\$ 29.65	21.35+a
GROUP 2:.....	\$ 34.00	21.35+a
GREENE COUNTY (Township of Catskill) HEAVY & HIGHWAY:		

GROUP 1:.....	\$ 29.65	21.35+a
GROUP 2:.....	\$ 34.00	21.35+a
GROUP 3:.....	\$ 37.90	21.35+a
GROUP 4:.....	\$ 41.65	21.35+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 42.65	21.35+a

For HEAVY & HIGHWAY CLASSIFICATIONS in COLUMBIA COUNTY
(Townships of Greenport, Claverack, Clermont, Germantown,
Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram,
Philmont and the City of Hudson)

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation,
phyto-remediation, lead or hazardous material abatement
when protective equipment and clothing are not required

GROUP 2: Asbestos, toxic, bio-remediation,
phyto-remediation, lead or hazardous material abatement
when protective clothing and equipment is required

For HEAVY & HIGHWAY CLASSIFICATIONS in GREENE COUNTY
(Township of Catskill)

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial
Day, Independence Day, Lincoln's Birthday, Labor Day,
Election Day, Veterans Day, Thanksgiving Day, Christmas
Day, provided the employee is an employee of the company
prior to the scheduled holiday and reports to work the
first day following the holiday unless prevented from doing
so for legitimate reasons.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and
distributing drinking water, distributing all tools and
supplies of laborers, nipper, powder carrier, magazine
tender, warehouse laborers, concrete man, vibrator man,
mason tender, mortar man, spraying, brushing and covering
of concrete for curing and preservative purposes, traffic
striper, scaffold builder, concrete curb and sidewalk form
setter; permanent traffic striping and reflective devices,
placing and maintenance of all flares, cones, lights,
signs, barricades, traffic patterns, and all temporary
reflective type materials for traffic control, custodial
work, traffic directors, temporary heat or light tenders,
tool room, dewatering pump men, pitman, dumpmen, snow
removal and firewatch, asphalt man, joint setter, signal
person, pipelayer, pipe lining and relining, wellpoints,
conduit and duct layer, wire puller, rip rap and dry stone
layer, steel rod carrier, core drill, rock splitter, Hilti
gun air or electric, jackhammer, bush hammer, pavement
breaker, chipping hammer, wagon drill, air track, jib rig,
joy drill, gunite and sand blasting, coal passer and other
machine operators, power tool operator, sprayer and nozzle
man on mulching and seeding machine, all guard rail and

fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and caustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunitite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman

For TUNNEL, SHAFT & CAISSON WORK CLASSIFICATIONS

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powderman;
Miner and all machine men, Safety Miner, all shaft work, caisson work, drilling, blow pipe, all air tools, tugger, scaling, nipper gunniting from pot to nozzle, bit grinder, signal man (top and bottom), shield driven tunnel, mixed face and soft ground liner plate tunnel in free air

LAB00035-001 06/01/2013

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD);
MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND
ST. JOHNSVILLE)

	Rates	Fringes
Laborers Building Construction		
Asbestos Removal.....	\$ 22.00	16.29
Blasters, Form Setters, MotorBuggy Operator (Rider Type).....	\$ 21.00	16.29
Hazardous Waste Removal Hazardous waste removal includes wetting, stripping, removal, scrapping, vaccuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 22.00	16.29
HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 26.15	19.04
GROUP 2:.....	\$ 26.35	19.04+a
GROUP 3:.....	\$ 26.55	19.04
GROUP 4:.....	\$ 26.75	19.04
Laborers.....	\$ 20.50	16.29
Pipelayers, Motor Mixers, Motor Buggy Operator (Walk Behind) Power Lift (Walk Behind).....	\$ 20.65	16.29
Wagon Drill Operator.....	\$ 20.90	16.29

FOOTNOTE:

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

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, Mortar Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborer'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 diaphragm), Nozzle (asphalt, 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 and similar type), Acetylene torch operators, and Asphalt paver, Powderman

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

LABO0157-001 07/01/2014

FULTON (Twps. of Bleeker, Mayfield, Northhampton, Johnstown, Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen, Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Northcumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY and SCHOHARIE COUNTIES.

	Rates	Fringes
LABORER		
BUILDING:		
GROUP 1.....	\$ 26.24	17.59
GROUP 2.....	\$ 27.59	17.59
HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 27.85	18.94+a
GROUP 2:.....	\$ 28.05	18.94+a
GROUP 3:.....	\$ 28.25	18.94+a
GROUP 4:.....	\$ 28.45	18.94+a
GROUP 5:.....	\$ 29.85	18.94+a

LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less, excluding demolition work (the complete razing of structures) 75% of the basic wage scale with full benefits will apply

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' 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 diaphragm), nozzle (asphalt, gunnite, seeding, and sand blasting), laborers on chain 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 drilling machine operators (except quarry

master and similar type), acetylene torch operator, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0190-001 07/01/2014

ALBANY; RENSSELAER COUNTY, WASHINGTON COUNTY, SARATOGA COUNTY
(Townships of Stillwater, Halfmoon, Saratoga)

Rates Fringes

Laborers:

BUILDING:

GROUP 1.....	\$ 24.86	17.92
GROUP 2.....	\$ 26.21	17.92

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less excluding demolition work, (complete razing of structures) will receive 75% of basic wage scale with full fringes will apply

LABO0190-002 07/01/2014

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport, Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz). GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO COUNTY (Townships of Stillwater, Halfmoon Saratoga)

Rates Fringes

Laborers:

HEAVY & HIGHWAY:

GROUP 1:.....	\$ 27.79	18.95
GROUP 2:.....	\$ 27.99	18.95
GROUP 3:.....	\$ 28.19	18.95
GROUP 4:.....	\$ 28.39	18.95
GROUP 5:.....	\$ 29.04	18.95

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, flagmen, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregated bin,

concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tampers, drill doctor, Tail or screw operator on asphalt paver, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, 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, air tool operators, and wrecking laborers

GROUP 3: All rock air drilling machine operators (except quarry master and similar type), acetylene torch operators, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO1000-005 05/01/2012

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston, Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

Rates Fringes

Laborers:

HEAVY & HIGHWAY

GROUP 1.....	\$ 25.60	22.25+a
GROUP 2.....	\$ 29.36	22.25+a
GROUP 3.....	\$ 30.36	22.25+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares, cones, lights, signs, barricades; traffic control custodial work; traffic directors; temporary heat or light tenders; tool rooms

GROUP 2: General Laborers, Dumpman, Pitman, Concrete man; Signal man; Pipelayers; Rip rap; Dry stone layer; Jack hammer; Powderman; Highscalers power buggy operator; Steel rod carrier; Vibratory operator; other machine operator; wrecking; Vibrator operator-compactor; Gunite and sandblasting; Water pump 2" or under; Nipper; Chucker; Asphalt Workers

GROUP 3: Asphalt raker; Asphalt Screedman; Drillers (all); Laser Beam Operator; Form Setter/Aligners; Blasters

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, November Election Day, Thanksgiving Day, and Christmas Day

 PAIN0009-005 05/01/2014

Rates Fringes

Painters:

Lead Abatement Workers, Structural Steel		
Zone 1.....	\$ 27.84	11.85
Zone 2.....	\$ 28.59	11.10
Painters, Drywall Finishers, Spray		
Zone 1.....	\$ 26.84	11.85
Zone 2.....	\$ 27.59	11.10

Zone #1 Entire counties of ALBANY, FULTON, MONTGOMERY,
 RENNSLAER, SCHOHARIE, SCHENECTADY AND SARATOGA

ZONE #2 All of WASHINGTON County

 PAIN0009-013 05/01/2014

Rates Fringes

GLAZIER.....	\$ 26.05	17.51
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 * PAIN0155-002 05/01/2014

COLUMBIA AND GREENE COUNTIES

Rates Fringes

Painters:

Drywall Finisher.....	\$ 29.44	19.71
Lead Abatement Work.....	\$ 29.44	19.71
Painter/Paperhanger.....	\$ 29.44	19.71
Spray Rate.....	\$ 30.44	19.71

 PAIN0806-002 10/01/2012

ALBANY, COLUMBIA, FULTON, GREENE, MONTGOMERY, RENNSLAER,
 SCHOHARIE, SCHENECTADY, SARATOGA AND WASHINGTON

Rates Fringes

Painters:

Structural Steel and Bridge.	\$ 47.00	32.08
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 PLUM0007-001 05/01/2013

ALBANY; COLUMBIA; FULTON; GREENE; MONTGOMERY; RENNSLAER;
 SCHENECTADY; SARATOGA (Towns of Charlton, Clifton Park, Galway,
 Halfmoon, Milton, Stillwater and Waterford)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 36.52 21.94

 PLUM0112-019 05/01/2014

Townships of Canajoharie and Minden

Rates Fringes

PLUMBER (Including
 Steamfitting)
 Northern Zone.....\$ 32.65 23.20

 PLUM0773-002 05/01/2013

SARATOGA (Remainder of County); WASHINGTON COUNTY:

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 32.63 24.55

 ROOF0203-003 06/01/2011

SCHOHARIE COUNTY:

Rates Fringes

ROOFER.....\$ 23.12 12.72

 ROOF0241-001 06/01/2010

Rates Fringes

ROOFER.....\$ 25.65 11.25

 SFNY0669-001 07/01/2013

Rates Fringes

SPRINKLER FITTER.....\$ 30.43 20.52

 SHEE0083-001 06/01/2014

Rates Fringes

Sheet metal worker.....\$ 32.30 24.44+a

FOOTNOTE:

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

 TEAM0294-002 05/01/2013

BUILDING CONSTRUCTION

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 25.27	17.29+a
GROUP 2.....	\$ 25.57	17.29+a

FOOTNOTES:

a. One week vacation after 1 year; 2 weeks vacation after 5 years.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site (including nozzle)

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers

TEAM0294-003 07/01/2014

	Rates	Fringes
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Truck drivers:

HEAVY & HIGHWAY

GROUP 1.....	\$ 26.92	20.26+a
GROUP 2.....	\$ 26.97	20.26+a
GROUP 3.....	\$ 27.06	20.26+a
GROUP 4.....	\$ 27.17	20.26+a
GROUP 5.....	\$ 27.32	20.26+a

TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman

GROUP 2: Tandems, batch trucks, mechanics

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit

GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded

FOOTNOTE:

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

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

=====
 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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change

until a new survey is conducted.

 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

POST AWARD FORMS

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Notice of Award

Date: _____

Project: Ballston Avenue (NYS 50) Traffic Improvements Project

Owner: City of Saratoga Springs

Owner's Contract No.: 2014-06

Contract:

Engineer's Project No.: ALB-2011049.00

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract to provide a new roadway pavement section, center median/left-turn lane, two new traffic signal systems, improved drainage systems, improved pedestrian and bicyclist accommodations, new mid-block pedestrian crossing with raised pedestrian refuge island, new pedestrian scale street lighting and improved landscaping including new street trees.

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

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

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

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 6 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders, General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

Notice to Proceed

Date: _____

Project: Ballston Avenue (NYS 50) Traffic Improvements Project	
Owner: City of Saratoga Springs	Owner's Contract No.: 2014-06
Contract:	Engineer's Project No.: ALB-2011049.00
Contractor:	
Contractor's Address: <i>[send Certified Mail, Return Receipt Requested]</i>	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of Substantial Completion is November 30, 2014, and the date of readiness for final payment is December 31, 2015.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements]*.

_____	Owner
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

General Requirements

New York State Department of Environmental Conservation

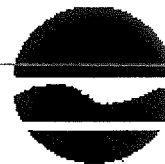
Division of Water

Bureau of Water Permits, 4th Floor

625 Broadway, Albany, New York 12233-3505

Phone: (518) 402-8111 • Fax: (518) 402-9029

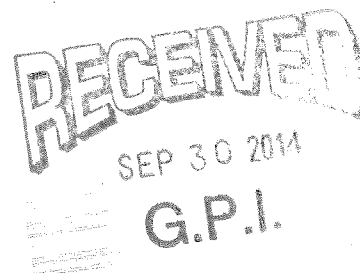
Website: www.dec.ny.gov



Joe Martens
Commissioner

9/26/2014

SARATOGA SPRINGS, CITY OF
TIM WALES
CITY HALL - 474 BROADWAY
SARATOGA SPRINGS NY 12866-



**Re: ACKNOWLEDGMENT of NOTICE of INTENT for
Coverage Under SPDES General Permit for Storm
Water Discharges from CONSTRUCTION
ACTIVITY General Permit No. GP-0-10-001**

Dear Prospective Permittee:

This is to acknowledge that the New York State Department of Environmental Conservation (Department) has received a complete Notice of Intent (NOI) for coverage under General Permit No. GP-0-10-001 for the construction activities located at:

**BALLSTON AVE TRAFFIC IMPROVEMENTS
HIGHWAY SEGMENT
SARATOGA SPRINGS NY 12866-**

County: SARATOGA

Pursuant to Environmental Conservation Law (ECL) Article 17, Titles 7 and 8, ECL Article 70, discharges in accordance with GP-0-10-001 from the above construction site will be authorized **5** business days from **9/25/2014** which is the date we received your final NOI, unless notified differently by the Department.

The permit identification number for this site is: **NYR 10Y510** . Be sure to include this permit identification number on any forms or correspondence you send us. When coverage under the permit is no longer needed, you must submit a Notice of Termination to the Department.

This authorization is conditioned upon the following:

1. The information submitted in the NOI received by the Department on **9/25/2014** is accurate and complete.
2. You have developed a Storm Water Pollution Prevention Plan (SWPPP) that complies with GP-0-10-001 which must be implemented as the first element of construction at the above-noted construction site.
3. Activities related to the above construction site comply with all other requirements of GP-0-10-001.

4. Payment of the annual \$100 regulatory fee, which is billed separately by the Department in the late fall. The regulatory fee covers a period of one calendar year. In addition, since September 1, 2004, construction stormwater permittees have been assessed an initial authorization fee which is now \$100 per acre of land disturbed and \$600 per acre of future impervious area. The initial authorization fee covers the duration of the authorized disturbance.

5. When applicable, project review pursuant to the State Environmental Quality Review Act (SEQRA) has been satisfied.

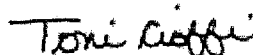
6. You have obtained all necessary Department permits subject to the Uniform Procedures Act (UPA). You should check with your Regional Permit Administrator for further information.

***Note: Construction activities cannot commence until project review pursuant to SEQRA has been satisfied, when SEQRA is applicable; and, where required, all necessary Department permits subject to the UPA have been obtained.**

Please be advised that the Department may request a copy of your SWPPP for review.

Should you have any questions regarding any aspect of the requirements specified in GP-0-10-001, please contact Dave Gasper at (518) 402-8114 or the undersigned at (518) 402-8109.

Sincerely,



Toni Cioffi

Environmental Program Specialist 1

cc: RWE - 5
SWPPP Preparer

CHRIS CORNWELL
CORNWELL, CHRIS
80 WOLF RD. FLR. 3, SUITE 300
ALBANY NY 12205-

RECEIVED
SEP 30 2014
G.P.I.

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME City of Saratoga Springs - Department of Public Works

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1756.60	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Saratoga
Contract No.:	
Project Description: Ballston Avenue Improvements Project	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **National Grid**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Various electrical utility poles and overhead utility lines as shown in the contract documents and plans.

presently located on **City of Saratoga Springs Right-of-Way**

as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

National Grid shall relocate all utility poles, overhead utility lines, and all appurtenances that are in conflict with the construction of the Ballston Avenue improvements as shown in the contract documents.

National Grid agrees that upon acquisition of Right-of-Way and Temporary Easements (TE) by the City for the project, National Grid will stakeout the new pole locations and the contractor for the roadway project will verify these new pole locations. Any necessary site preparation and/or tree removal will be performed by National Grid.

National Grid requires a six (6) week notification of when the actual relocation work can begin. National Grid facilities will be relocated in eight (8) weeks following verification of the pole stakeout.

Prior to performing any work on private property, National Grid agrees to obtain all necessary permanent easements to perform the work. The inability to secure one or more of these easements will likely cause a delay in the above referenced schedule. National Grid will notify the City of Saratoga Springs as early as possible of this conflict and work towards an acceptable solution for both parties. While the City will have Temporary Easements during construction, the City obtained Temporary Easement will be relinquished to the property owner upon completion of the work.

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor (**Sponsor responsible for 1 underground electric service connection to 15 Ballston Avenue**)
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces **NATIONAL GRID**

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants


The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

- X A. Federal Highway Administration=s Federal-Aid Policy Guide Part 645.
- X B. Contract documents : Contract number _____
 Capital PIN 1756.60
 Plan sheets No. **General Plan & Profile & Typicals
 Utility & Drainage Plans
 Landscape & Lighting Plans
 National Grid Relocation Plan**
- X C. Owner's plan sheets
- D. Owner's estimate sheets form No. _____
- E. Resolution dated _____, by
 - Granting the Sponsor authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via Local-let contract.
- X F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

<u>Keith P. McAfee</u>		<u>VP NY Electric</u>	<u>5/22/14</u>
(Print/Type Name) Owner or Agent	(Signature)	Title	Date
<u>Timothy Wales</u>	<u>Timothy Wales</u>	<u>City Engineer</u>	<u>8-22-14</u>
For Sponsor		Title	Date

 For NYSDOT Commissioner of Transportation Title Date

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME City of Saratoga Springs - Department of Public Works

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1756.60	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Saratoga
Contract No.:	
Project Description: Ballston Avenue Improvements Project	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **National Grid**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Various underground gas lines and service lines as indicated in the contract documents and plans including a 12" steel gas main on the southeast side of Ballston Avenue and a 6" gas main on the northwest side of Ballston Avenue.

presently located on **City of Saratoga Springs Right-of-Way**

as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

National Grid shall relocate all underground gas lines, and all appurtenances that are in conflict with the construction of the Ballston Avenue improvements as shown in the contract documents.

National Grid agrees that upon acquisition of Right-of-Way and Temporary Easements (TE) by the City for the project, National Grid will relocate underground gas lines as necessary to accommodate the roadway improvements including the proposed closed drainage system.

National Grid requires a four (4) week notification of when the actual relocation work can begin. National Grid facilities will be relocated in eight (8) weeks following the notice to proceed.

Prior to performing any work on private property, National Grid agrees to obtain all necessary easements to perform the work.

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the

expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces **NATIONAL GRID**

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants


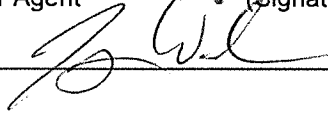
The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- X A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- X B. Contract documents : Contract number _____
Capital PIN 1756.60
Plan sheets No. **General Plan & Profile & Typicals
Utility and Drainage Plans
Landscape and Lighting Plans**
- C. Owner's plan sheets
- D. Owner's estimate sheets form No. _____
- E. Resolution dated _____, by
 - Granting the Sponsor authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via Local-let contract.
- X F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

<u>Keith P. McAfee</u>		<u>VP New York Electric</u>	<u>7/7/14</u>
(Print/Type Name) Owner or Agent	(Signature)	Title	Date
<u>Timothy Wales</u>		<u>City Engineer</u>	<u>8-22-14</u>
For Sponsor		Title	Date

For NYSDOT Commissioner of Transportation Title Date

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME City of Saratoga Springs - Department of Public Works

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1756.60	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Saratoga
Contract No.:	
Project Description: Ballston Avenue Improvements Project	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Verizon Communications**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Various overhead and underground service lines as shown in the contract documents and plans.

presently located on **City** Right-of-Way

as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Verizon shall relocate overhead and underground service lines and their appurtenances that are in conflict with construction as shown in the contract documents.

The existing overhead service lines will be relocated to the new National Grid poles. Verizon expects their relocation to be completed six (6) weeks after National Grid has completed their pole relocation work, with four (4) weeks advance notice.

The existing underground service lines will be relocated to avoid conflicts with roadway improvements. Verizon expects their relocation to be completed in six (6) weeks, with four (4) weeks advance notice. This interval is contingent upon Verizon relocating the existing duct bank to provide additional depth because it interferes with the proposed roadway sub-base layer based on field test pits performed in June 2014. If Verizon determines that full replacement of the existing duct bank is required then associated timeframes for construction completion will be evaluated.

Prior to performing any work on private property, Verizon agrees to obtain all necessary easements to perform the work.

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces **Verizon**

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- X A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- X B. Contract documents : Contract number
Capital PIN 1756.60
Plan sheets No. Utility Plan & Profile
- C. Owner's plan sheets
- D. Owner's estimate sheets form No. _____
- E. Resolution dated _____, by
 - Granting the Sponsor authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via Local-let contract.
- X F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

<u>Thomas A. Hughes III</u>	<u>THO-AMC</u>	<u>SPECIALIST</u>	<u>8/21/14</u>
(Print/Type Name)Owner or Agent	(Signature)	Title	Date
<u>Timothy W. Wales</u>	<u>[Signature]</u>	<u>City Engineer</u>	<u>8-22-14</u>
For Sponsor		Title	Date
_____		Title	Date
For NYSDOT Commissioner of Transportation		Title	Date

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME City of Saratoga Springs - Department of Public Works

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 1756.60	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Saratoga
Contract No.:	
Project Description: Ballston Avenue Improvements Project	

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Time Warner Cable**, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Various overhead service lines as shown in the contract documents and plans.

presently located on **City Right-of-Way**

as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Time Warner overhead utility lines and their appurtenances that are in conflict with construction as shown in the contract documents.

The existing overhead utility lines will be relocated to the new National Grid poles. Time Warner will relocate to the National Grid poles as National Grid completes a section of work. All Time Warner relocations will be complete four (4) weeks after National Grid has set the poles with 10 working days advance notice.

Prior to performing any work on private property, Time Warner Cable agrees to obtain all necessary easements to perform the work.

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively

- owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
 - a. Best Interests of Sponsor.
 - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces Timer Warner

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:

- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

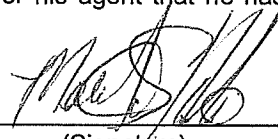
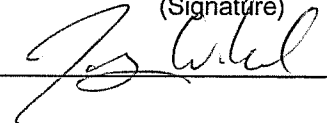
The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- X A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- X B. Contract documents : Contract number _____
Capital PIN 1757.59
Plan sheets No. General Plan & Profile
Existing Utility Disposition
- C. Owner's plan sheets
- D. Owner's estimate sheets form No. _____
- E. Resolution dated _____, by
 - Granting the Sponsor authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via Local-let contract.
- X F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

<u>MATTHEW S HARRINGTON</u>		<u>Coord. Cost. Planes</u>	<u>3/19/14</u>
(Print/Type Name) Owner or Agent	(Signature)	Title	Date
<u>Timothy W. Wales</u>		<u>City Engineer</u>	<u>E-22-14</u>
For Sponsor		Title	Date

For NYSDOT Commissioner of Transportation Title Date

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	* ITEM NUMBER
Bituminous Stabilized Course	0.065 t PGB/yd ³	302.01, .0102
Asphalt Treated Permeable Base Type 1	0.030 t PGB/t	402.010901
Asphalt Treated Permeable Base Type 2	0.035 t PGB/t	402.011901
True and Leveling	See Note 5	402.017901, 402.018901
Shim Course	0.0825 t PGB/t	402.058901
Type 10FX Top	0.055 t PGB/t	402.200401 RR
6.3 SUPERPAVE HMA	0.067t PGB/t	402.067x01 RR
9.5 SUPERPAVE HMA	0.062 t PGB/t	402.09xx01, 402.09xx01 RR
12.5 SUPERPAVE HMA	0.055 t PGB/t	402.12xx01, 402.12xx01 RR
19 SUPERPAVE HMA	0.049 t PGB/t	402.19xx01
25 SUPERPAVE HMA	0.045 t PGB/t	402.25xx01
37.5 SUPERPAVE HMA	0.040 t PGB/t	402.37xx01
Asphaltic Sealants (ASTM 6690)	0.00272 t PGB/gal	402.75XX RR
Paver Placed Surface Treatment Types A, B and C	0.0013 t PGB/yd ²	402.918x02 RR, 402.928x02 RR, 402.938x02 RR
Tack Coat (Asphalt Emulsion)	0.0012 t PGB/gal	407.01 RR
Bituminous Material (Pavement, Shoulders)	0.0025 t PGB/gal	410.07
Micro-Surfacing, Type II	0.090 t PGB/t	410.102102 RR
Micro-Surfacing, Type III and Rut Filling	0.075 t PGB/t	410.103102 RR, .104102 RR
Quick-Set Slurry, Type II	0.115 t PGB/t	410.202302 RR
Quick-Set Slurry, Type III	0.100 t PGB/t	410.203302 RR
Asphalt Sidewalks, Driveways	See Note 5	608.02xx RR
Miscellaneous Asphalt 702-07	0.0040t PGB/gal	618.07
Asphalt Emulsion 702-3001	0.0021t PGB/gal	618.3001, 407.02 RR
Asphalt Emulsion 702-3101, 702-3102	0.0024t PGB/gal	618.3101, 618.3102
Asphalt Emulsion 702-3201, 702-3301, 702-3401, 702-3402	0.0025t PGB/gal	618.3201, 618.3301, 618.3401, 618.3402
Asphalt Emulsion 702-3501, 702-3601	0.0022t PGB/gal	618.3501, 618.3601
Cationic Asphalt Emulsion 702-4001	0.0023t PGB/gal	618.4001, 407.02 RR
Cationic Asphalt Emulsion 702-4101, 702-	0.0025 t PGB/gal	618.4101, 618.4201, 618.4301
Cationic Asphalt Emulsion 702-4401, 702-	0.0022 t PGB/gal	618.4401, 618.4501

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

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. A two digit suffix (RR) at the end of a contract pay item indicates a special specification.
 3. Quality Adjustment Items (402/608) are not eligible for fuel or asphalt price adjustment.
 4. The conversion factors for HMA mixed with slag shall be increased by 25%.
 5. The conversion factor for True & Leveling, Driveways, or other items that allow mix options will be based on the actual mixtures used.
- * 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. Contact the Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT USAGE FACTORS		
MATERIAL DESCRIPTION	USAGE FACTOR	* ITEM NUMBER
Excavation & Embankment	0.45 gal/yd ³	203.05, 203.06, 203.07, 203.08, 203.20, 203.21 and 203.25
Excavation	0.35 gal/yd ³	203.02
Embankment	0.10 gal/yd ³	203.03
Controlled Low Strength Material	1.00 gal/yd ³	204.01, 204.02
Structure/Trench/Culvert Excavation	0.50 gal/yd ³	206.01, 206.02, and 206.04
Bituminous Stabilized Course	1.40 gal/yd ³	302.01
Subbase Course	1.00 gal/yd ³	All 304 Items
Hot Mix Asphalt	2.50 gal/ton	402 Items and 608.02xx RR
Production Cold Milling	0.10 gal/yd ²	All 490 Items
Portland Cement Concrete Pavement	1.00 gal/yd ³	502 Items
Footing Concrete & Concrete for Structures - All classes (A, F, G, HP, etc.)	1.00 gal/yd ³	555.xx
Approach Slabs and Structural Slabs with bottom formwork	0.25 gal/yd ²	557.xx
Structural Slabs - no bottom formwork	0.15 gal/yd ²	557.xx
Class D Concrete	0.05 gal/yd ²	557.13
Topsoil	0.10 gal/yd ³	613.02, 613.03

Notes:

1. In accordance with the specification, the index value for the fuel price adjustment is the average posted price for the month of bid letting.
2. Quality Adjustment Items (402/502/608) are not eligible for fuel price adjustment.

* Item Number: This is the contract pay item number (M is omitted in the table) under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number. Contact the Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.

t = metric ton = 1,000 kg

SPECIAL NOTES
NYSDOT STANDARD SPECIFICATIONS

All applicable Engineering Instructions and Engineering Bulletins which have been issued by the NYSDOT to modify the “New York Standard Specifications of May 1, 2008” are made part of the Contract Documents although they are not included with the Contract Documents. They are available to be viewed and downloaded at the New York State Department of Transportation website at (www.nysdot.gov). It shall be the Contractor’s responsibility to implement the most current and complete Standard Specifications.

UPDATES AND MODIFICATIONS TO 2008 STANDARD SPECIFICATIONS (NYSDOT)

Prospective bidders are hereby notified that the NYSDOT Standard Specifications for Construction and Materials dated May 1, 2008 have been updated multiple times by NYSDOT. The NYSDOT’s website contains an unofficial copy of updated Standard Specifications. It is located at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

The responsibility of maintaining an up-to-date copy of the Standard Specifications lies solely with the prospective bidders and as such, the references provided herein are for information purposes only. In order to obtain all updates and modifications to the Standard Specifications, prospective bidders should consult the NYSDOT’s Engineering Information Issuance System. It is located at:

<https://www.dot.ny.gov/eieb>

Prospective bidders who do not have a copy of the Standard Specifications may download a copy from the following website

<https://www.dot.ny.gov/main/business-center/engineering/specifications/2008-standard-specs-us>

Alternatively, prospective bidders who do not have a copy of the Standard Specifications may order a copy by contacting the NYSDOT Plan Sales Unit at:

NYSDOT Plan Sales Section
50 Wolf Road, 1st Floor
Albany, NY 12232
Tel (518) 457-2124
Fax (518) 457-2624

GENERAL SPECIAL NOTES
BALLSTON AVENUE (NYS 50) TRAFFIC IMPROVEMENTS

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 curblines, sidewalks, drainlines, and existing and proposed roadway boundaries for use by the utility companies performing utility relocations within the Contract limits. The nature and extent of this additional survey and stakeout is indicated within Special Notes, "Coordination with the Utility Schedule". 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 State Police, City of Saratoga Springs Police Department, Saratoga County Sheriff's Department, City of Saratoga Springs Fire Department and Ambulance units servicing this area shall be given a minimum of two (2) weeks advance notice of changes in all traffic patterns, including anticipated road closures and 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 Town, County or State highways. The Engineer will maintain contact those projects. The Engineer shall coordinate closures between the projects. If the Engineer deems it necessary to suspend work at various times due to traffic issues the Contractor shall comply. 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 County or County's Engineer. All shop drawing transmittals shall also carry a uniquely identifiable transmittal number and letter from the Contractor.

GENERAL SPECIAL NOTES
BALLSTON AVENUE (NYS 50) TRAFFIC IMPROVEMENTS

F. WINTER SHUTDOWN

Prior to a winter shutdown, the Contractor shall be required to do the following:

1. Set all drainage structure top of frames in the proposed pavement to binder course elevations prior to winter shutdown. Structures shall be set to top course pavement elevations during final construction. Alteration of structures from binder course to top course elevations shall be completed in conformance with Section 604 of the Standard Specifications during final construction. Payment for these alterations shall be included under Item 619.01 – Work Zone Traffic Control.
2. 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.
3. 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.
4. 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.
5. **TRAFFIC MUST BE RESTORED TO (2) WAY OPERATIONS DURING THE WINTER SHUTDOWN.** Any work necessary to prepare the roadway/bridge for winter shutdown shall be included in the price bid for Item 619.01 – Work Zone Traffic Control.

G. WETLAND BARRIER PROTECTION

N/A

H. 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.

I. MATERIAL DISPOSAL

The Contractor is advised there are no disposal sites within 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.

J. 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.

GENERAL SPECIAL NOTES
BALLSTON AVENUE (NYS 50) TRAFFIC IMPROVEMENTS

K. ITEM 619.110202 – PORTABLE, VARIABLE MESSAGE SIGN (PVMS)

Two Portable, Variable Message Signs (PVMS) should be provided under this contract. The PVMS locations and message displayed on these boards shall be coordinated with the Engineering in Charge.

L. ITEM 209.1003 – SEED AND MULCH –TEMPORARY

The temporary seed mix shall not include Annual Ryegrass, Cereal Rye or Winter Wheat. The seed mix shall be 100% Perennial Ryegrass. The price bid for Item 209.1003 – Seed and Mulch – Temporary shall include the materials for a seed mix that is 100% Perennial Ryegrass. Mulch shall be as specified in the NYSDOT Standard Specifications under Section 713-11 Wood Fiber or 713-19 straw. The use of hay will not be allowed as mulch.

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.

M. ITEM 206.05 – TEST PIT EXCAVATION

Test pits shall be utilized when necessary to locate existing underground utilities. The price bid for locating existing underground utilities shall be included under Item 206.05 – Test Pit Excavation. Additional test pit may be required by AOB E during construction.

N. REGISTERED LANDSCAPE ARCHITECT (RLA)

N/A

O. TOPSOIL STRIPPING AND USE

N/A

GENERAL SPECIAL NOTES
BALLSTON AVENUE (NYS 50) TRAFFIC IMPROVEMENTS

P. UNPAVED ROAD SURFACE

Traffic shall not be allowed to travel on an unpaved roadway surface (gravel) for more than 5 calendar days. The contractor shall place hot mix asphalt, type to be approved by the engineer, on the roadway.

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 the City Engineer at (518) 587-3550 ext. 2621 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 the City Engineer.

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 the City Engineer, immediately notify the Engineer of the situation and the action he plans to take by contacting Greenman-Pedersen, Inc. at (518) 453-9431 and leave 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, the City Engineer 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
CONSTRUCTION SCHEDULE
WORK REQUIRED FOR UTILITY RELOCATIONS

The contractor shall coordinate his schedule of operations with the various utility owners involved with the project and shall verify utility information found in the contract documents. The following utility relocation work to be performed by the respective utility companies will occur concurrently with the Contractor's operations on this project.

An on-site meeting will be held approximately two (2) weeks after the contract letting to finalize all utility coordination.

National Grid Company – existing utility poles and overhead lines. National Grid has existing utility poles and overhead utility lines throughout the project that require relocation. The utility lines will be relocated to new utility poles.

Relocation will occur within the confines of the existing and proposed highway boundary or within permanent easements obtained by National Grid. No work will be performed prior to completion of the acquisition process.

National Grid will stakeout the new pole locations and the contractor will verify these new pole locations utilizing survey and stakeout operations. Clearing necessary for access to the new pole locations, other than trimming, will be completed by the contractor for the trees identified in the contract documents. Other clearing necessary for new pole locations and/or overhead lines will be removed by National Grid.

National Grid requires a six (6) week notification of when the actual relocation work can begin. National Grid facilities will be relocated in eight (8) weeks following verification of the pole stakeout. The contractor under survey and stakeout operations will verify proposed pole locations.

National Grid's contact is Matt Barnett. Telephone (518) 406-7027; E-mail matthew.barnett@nationalgrid.com; address is:

National Grid
732 Pierce Road
Clifton Park, NY 12065

National Grid Company – existing gas mains and service lines. National Grid has existing gas mains, service lines and valves throughout the project that require relocation and/or adjustment. The utility lines will be relocated to avoid conflict with roadway construction.

Relocation will occur within the confines of the existing and proposed highway boundary or within permanent easements obtained by National Grid. No work will be performed prior to completion of the acquisition process.

The contractor will utilize survey and stakeout operations to verify National Grid relocations will not be in conflict with proposed roadway construction.

National Grid requires a four (4) week notification of when the actual relocation work can begin. National Grid facilities will be relocated in eight (8) weeks following verification of the relocation. The contractor under survey and stakeout operations will verify relocations are not in conflict.

National Grid's contact is Joe Santaro. Telephone (315) 428-5436; E-mail joseph.santaro@nationalgrid.com

SPECIAL NOTE
CONSTRUCTION SCHEDULE
WORK REQUIRED FOR UTILITY RELOCATIONS

Verizon Communications – existing overhead utility lines and underground line. Verizon has aerial utility lines, underground utility lines and appurtenances throughout the project, which require relocation and/or adjustment. The existing aerial utility lines and underground utility lines will be relocated as necessary to the new National Grid poles or new/relocated underground lines.

Verizon expects their relocation of aerial facilities to be complete six (6) weeks after National Grid has completed their pole relocation work, with four (4) weeks advance notice.

Verizon expects their relocation/modification of underground facilities to be completed in six (6) weeks, with four (4) weeks advance notice. This interval is contingent upon Verizon relocating the existing duct bank to provide additional depth because it interferes with the proposed roadway sub-base layer based on field test pits performed in June 2014. If Verizon determines that full replacement of the existing duct bank is required then associated timeframes for construction completion will be evaluated.

Verizon's contact is Tom Hughes, Telephone (518) 793-9903; E-mail thomas.a.hughes.iii@verizon.com

Time Warner Cable – existing overhead utility lines. Time Warner has overhead utility lines and their appurtenances that are in conflict with construction as shown in the contract documents.

The existing overhead utility lines will be relocated to the new National Grid/Verizon poles. Time Warner will relocate to the relocated National Grid poles as National Grid completes a section of work. All Time Warner relocations will be complete four (4) weeks after National Grid has set the poles with two (2) weeks advance notice.

Time Warner's contact is Matt Harrington. Telephone (518) 229-5764; E-mail matthew.harrington@twcable.com; address is

Time Warner Cable
1021 High Bridge Road
Schenectady, NY 12303

SPECIAL NOTE
ITEM 637.34 - OFFICE TECHNOLOGY AND SUPPLIES
TECHNICAL REQUIREMENTS

The following office technology supplies shall be provided as part of the initial setup of the Engineer's Office (additional supplies will be required to be provided over the duration of the construction contract). Prior to ordering of any of the below mentioned supplies, the County will coordinate the specifications and ultimately will make the final decision on the supplies.

Note: If a specification is followed by "(minimum)" then the stated requirement or better is acceptable. Otherwise, only the stated requirement is acceptable. For accessories preceded by "(*)", the Contractor shall replenish these items as required by the Engineer and be of a type, size, quality, and capacity acceptable to the Engineer. These items shall remain the property of the **CITY**.

Mobile Telephone (Cellular Phone) – Quantity: 2

Technical Specifications:

The mobile telephone equipment shall meet the following requirements:

Telephone

- Handheld, transportable telephone
- Digital communications technology (if service is available, otherwise analog or other Engineer approved technology is acceptable)
- Two-way radio ('push-to-talk', 'walkie-talkie', etc.) capability (if service is available); otherwise, mobile-to-mobile calling feature is acceptable.
- Electronic locking capability

Accessories

- Spare battery
- AC power charging unit
- Hands-free operation accessories
- Belt clip/holster for mobile telephone
- DC power cord for in-vehicle use
- Any necessary hardware/software/cables to connect the telephone to a computer for uploading/downloading data and pictures (Note: This accessory is generally only necessary for telephones with the built-in camera feature)

Service

- 500 minutes per month telephone air time calling plan (minimum)
- 500 minutes per month two-way radio (or mobile to mobile) air time calling plan (minimum).
- Continuous coverage across entire contract location (or best coverage available)
- Local service, so that most on-site and regional calls are not considered long- distance calls

SPECIAL NOTE
ITEM 637.34 - OFFICE TECHNOLOGY AND SUPPLIES
TECHNICAL REQUIREMENTS

Laptop Computer - Quantity: 2 Computers

The supplied computer(s) shall meet the following *minimum* requirements:

- Operating System - Windows 7 Professional 64-bit Edition
- Processor – Intel Core i5 (minimum)
- Memory – 4 GB RAM (minimum)
- Graphics - 128 MB Video RAM (minimum)
- Hard Drive - Internal 500 GB (minimum)
- DVD-Rom - Internal, Rewriteable DVD device (DVD±RW,DVD±R DL,DVD-RAM) (minimum)
- Monitor - 15" widescreen, color, flat panel (minimum)
- Network Card - Gigabit Ethernet and 802.11a/b/g/n compatible wireless required
- Additional Hardware - Mouse, keyboard with built-in numeric keypad, sound card with speakers, 2 USB 2.0 ports, USB 2.0/eSATA port, FireWire port, 2 USB 3.0 ports (minimum)

Software

[*Note:* For software versions followed by an "*", supply the most current version.]

<u>Type of Software</u>	<u>Requirement/Standard</u>
• Office Suite	Office 2010 or Newer (Microsoft)
• Portable Document (.pdf) Reader	Bluebeam* (Adobe)
• CD Creator	Manufacturer’s standard

The computer must be capable of operating the following standard NYSDOT software:

<u>Type of Software</u>	<u>NYSDOT Standard</u>
• Construction Management	Appia* (Info Tech)
• E-mail	Outlook 2010 or Newer (Microsoft)
• CADD – drafting	MicroStation* (Bentley)
• CADD – design	InRoads* (Bentley)

Computer Peripherals

Provide one set of the following accessories per computer in the office:

- Surge protector - 6 power outlets, 1 telephone outlet, and 1 coaxial outlet (minimum)
- Dust covers for computer, monitor, & keyboard.
- Mouse pad
- Security cable lock(s), to secure the computer and monitor, 6 foot cable (minimum)
- Carrying case

SPECIAL NOTE
ITEM 637.34 - OFFICE TECHNOLOGY AND SUPPLIES
TECHNICAL REQUIREMENTS

Multifunction Machine - Quantity: 1

This item shall include all the components, peripherals, software, and accessories specified as follows:

Multifunction Machine

- Functions – Print, Scan, Copy, and FAX (minimum)
- Inkjet Printer (minimum)
- Paper Size - Capable of handling 8 ½" x 11" **and** 11" x 17" paper
- Print Resolution – 600 x 600 dpi (minimum)
- Scanner Optical Resolution – 600 x 600 dpi (minimum)
- Capable of color, greyscale, and black & white scanning and printing (minimum)
- Memory - 16 MB (minimum)
- Print Speed - 15 ppm (minimum)
- Copy Speed – 10 cpm (minimum)
- w/ postscript level 2 emulation (minimum)
- Modem - 14.4K bps FAX modem (minimum)
- Duplex scanning capabilities
- Must be stand-alone and network ready

Accessories

- Stand/table for the multifunction machine
- Cable to connect the multifunction machine to a network

Digital Camera - Quantity: 2

This item shall include all the components, peripherals, software, and accessories specified as follows:

Camera

- Optical Zoom - 3X Optical Zoom Lens (minimum) [Note: digital zoom is not the same as optical zoom]
- Image Size – 5 Megapixel (1600 x 1200 pixel resolution capability) (minimum)
- Flash - Built-In, Intelligent (Auto/On/Off) (minimum)
- Time Stamp: Date & Time (minimum)
- Recording Media Slot – Must function with a commercially available removable memory card (CompactFlash, SmartMedia, Secure Digital, etc.) or other Engineer approved alternative.
- Viewfinder - Minimum 1.8" diagonal

Accessories

- Recording Media– Two 4 GB memory cards (CompactFlash, SmartMedia, Secure Digital, etc.) or other Engineer approved equivalent alternative (minimum)
- Batteries - Two sets of rechargeable batteries, minimum 50 minute usable charge per battery set (minimum) [Recommendation: Lithium or NiMH batteries]
- Battery Charger Unit
- All cables, hardware, and software necessary to transfer the image files to a computer.
- Carry Case
- Lens Cap (if applicable)
- 200 sheets of 8 ½" x 11" photo quality printer paper.

SPECIAL NOTE
ITEM 637.34 - OFFICE TECHNOLOGY AND SUPPLIES
TECHNICAL REQUIREMENTS

Communication Services

In addition to the telephone service provided for the field office, an additional dedicated high speed internet service, with the service paid for under the Engineer's Office (Item 637.11) shall be provided for the office technology equipment (computers, etc.). When there will be multiple computers in an office connected by a local area network (LAN), only a total of 2 communications service lines for all the office technology equipment is required unless otherwise specified. Types of service shall be to be provided shall be identified by the Engineer with input from the appropriate construction automation support personnel.

Data Storage Media

- (*) 50 writeable CDs (CD-R) (minimum)
- (*) 50 rewriteable CDs (CD-RW) (minimum)
- (*) 1 USB Flash drive (4 GB)
- (*) Data media storage containers as follows:
 - 1 container for 20 CDs, with locking capability (minimum)

Mail Supplies

- (*) 10 CD-Rom protective mailers (for shipping/mailing) (minimum)
- (*) 100 laser mailing labels (minimum)

Printer Supplies

- (*) 500 sheets of 8 ½" x 11", 20# bond weight, letter quality paper (minimum)
- (*) 500 sheets of 11" x 17", 20# bond weight, letter quality paper (minimum)
- (*) 1 set replacement printer cartridges for the printer (minimum)

SUPERPAVE HOT MIX ASPHALT PERFORMANCE SPECIAL NOTE

PG BINDER

Use a **PG 64S-22 (Standard)** meeting the requirements of AASHTO MP 19, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

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

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600µm sieve as tested in accordance with Section 5.4 of MP 19.

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 <30 Million 18-kip ESALs.

Note: The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at pre-construction and pre-paving meetings.

50 Series, 60 Series, and 70 Series Compaction

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

80 Series Compaction

The Contractor should be aware that this is NOT a performance-related specification. This is a method specification in which the Contractor is required to use approved compaction equipment and make at least the minimum number of passes specified in the contract documents. In order to successfully compact the pavement, the Contractor must be prepared to select, operate, and control the paving and compaction equipment in accordance with the specifications and make necessary adjustments to achieve a uniformly compacted pavement. The Engineer in Charge has final approval over the acceptability of the equipment, placement, compaction methods, and the final pavement condition.

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.

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 RME. 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 tensile strength ratio (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, 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 JMF, 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.

Technical Specifications

ITEM 601.01110001- EXPOSED AGGREGATE CONCRETE SURFACE

DESCRIPTION. Provide an exposed aggregate finish on newly placed portland cement concrete.

MATERIALS.

Water.....	712-01
Water Reducing and Retarding Admixtures (ASTM TYPE D).....	711-08
Penetrating Type Protective Sealer	717-03

In addition to meeting the requirements of 711-08, the water reducing and retarding admixture must meet NYSDEC Regulation Part 205: Architectural and Industrial Maintenance (AIM) Coatings, with a maximum volatile organic compound (VOC) limit of 780 g/l. Submit supporting documentation to the Engineer before producing concrete.

In addition to meeting coarse aggregate requirements in Section 501, Portland Cement Concrete, coarse aggregate must meet the appearance indicated in the contract documents, if any. Submit a sample to the EIC before producing concrete.

CONSTRUCTION DETAILS.

Job Site Sample. Construct a 5 ft. X 5 ft. (minimum) job site sample at a location approved by the Engineer using the same concrete that will be used for the permanent work. Construct a maximum of three samples to demonstrate the proposed process and final texture to the satisfaction of the Engineer (in conjunction with Designers and/or Landscape Architects). The sample(s) will not be part of the permanent work. If constructed on site, remove the sample(s) at the completion of the work.

Concrete placement. Place concrete according to the specified concrete item(s), except as modified herein.

Expose aggregate. Apply the retarding admixture in accordance with the manufacturer’s instructions after any bleed water has evaporated, but before the concrete has set to the extent that renders the retarder ineffective. (This time frame will vary with the environment, equipment, and concrete admixtures used.) Provide those instructions to the Engineer. Pressure wash the retarded surface at the appropriate time such that an exposed aggregate surface is achieved that substantially conforms to the accepted jobsite sample.

Curing. After any standing water dries, cure in accordance with the specified concrete item(s), except substitute a clear membrane curing compound for a white-pigmented curing compound when membrane curing compounds are specified.

Apply Sealant. Power wash the exposed aggregate surface 2 weeks (minimum) after curing to remove curing compounds, laitance, oil, dirt or other foreign particles. Allow the concrete to dry a minimum of 24 hours prior to applying a penetrating type protective sealer in accordance with the manufacturer’s instructions. Provide those instructions to the Engineer before pressure washing.

METHOD OF MEASUREMENT. The work will be measured as the number of square yards of 601.01110001, Exposed Aggregate Concrete Surface, measured to the nearest 0.1 sy

BASIS OF PAYMENT. Include the cost of all labor, material, and equipment necessary to perform the work in the unit price bid for Exposed Aggregate Concrete Surface. Concrete placement is paid for under a separate pay item.

ITEM 05603.98XX M - POLYVINYL CHLORIDE PRESSURE PIPE (SEWER)

DESCRIPTION:

The work shall consist of furnishing and installing a polyvinyl chloride sanitary sewer pressure pipe and appurtenances at the locations indicated and in accordance with the contract documents as directed by the Engineer.

MATERIALS:

The pipe and fittings furnished shall meet the latest requirements of AWWA C900, class of pipe to be specified by the owning agency.

Basis of Acceptance. Acceptance of all pipe and fittings shall be based on the manufacturer's certification of compliance with these specification requirements. The Department reserves the right to sample and test delivered material.

CONSTRUCTION DETAILS:

The pipe is to be installed to the line and grade and in accordance with the details shown on the Plans.

All joints shall be installed in accordance with the manufacturer's recommendations. The Contractor shall provide the Engineer with a copy of the manufacturer's instructions for installing joint material, at least two weeks prior to installation.

Polyvinyl chloride will deteriorate from exposure to ultraviolet radiation. Deterioration will be evidenced by a color change.

METHOD OF MEASUREMENT:

The quantity to be paid for under this item shall be the number of meters of polyvinyl chloride sewer pressure pipe furnished and installed in accordance with the contract documents.

BASIS OF PAYMENT:

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

Payment will be made under the following items:

ITEM

<u>NO.</u>	<u>ITEM DESCRIPTION</u>	
05603.9804	Polyvinyl Chloride Pressure	Pipe (Sewer) 4 NPS
05603.9806	Polyvinyl Chloride Pressure	Pipe (Sewer) 6 NPS
05603.9808	Polyvinyl Chloride Pressure	Pipe (Sewer) 8 NPS
05603.9810	Polyvinyl Chloride Pressure	Pipe (Sewer) 10 NPS
05603.9812	Polyvinyl Chloride Pressure	Pipe (Sewer) 12 NPS

ITEM 603.99210015 - POLYVINYL CHLORIDE GRAVITY SEWER PIPE

DESCRIPTION:

The work shall consist of furnishing and installing a polyvinyl chloride sanitary sewer and appurtenances at the locations indicated on the plans and in accordance with these specifications, or as directed by the Engineer.

MATERIALS:

Sizes from 4 inch to 15 inch Diameter

Pipe: The pipe and fittings furnished shall meet the requirements of ASTM D3034-SDR35.

Joints: All joints shall be the push-on type constructed with a locked in elastomeric seal to provide a tight flexible seal in accordance with ASTM D-3212.

Sizes from 18 inch to 36 inch.

Pipe and fittings shall meet the requirements of ASTM F-679.

Joints: All joints shall be the push-on type constructed with a locked in elastomeric seal meeting the requirements of ASTM F477 and provide a tight flexible seal in accordance with ASTM D3212.

Sizes from 4 inch to 36 inch.

Lubricant: The lubricant used for assembly shall have no detrimental effect on the gasket or on the pipe.

Basis of Acceptance: Acceptance of all pipe and fittings shall be based on the manufacturer's certification of compliance with these specification requirements. The Department reserves the right to sample and test delivered material.

CONSTRUCTION DETAILS:

The pipe is to be installed to the line and grade, and in accordance with the details and notes in the contract documents.

Polyvinyl chloride will deteriorate from exposure to ultraviolet radiation. Deterioration will be evidenced by a color change.

All pipe and joint material shall be thoroughly inspected by the Engineer prior to installation. Any material found to be defective in manufacture or damaged in handling shall be removed immediately from the work site, and new material of acceptable quality shall be furnished by the Contractor.

ITEM 603.99210015 - POLYVINYL CHLORIDE GRAVITY SEWER PIPE

All joints shall be installed in accordance with the manufacturer's recommendations. The Contractor shall provide the Engineer with a copy of the manufacturer's instructions for installing joint material, at least two weeks prior to installation.

Any pipe fittings damaged during installation shall be replaced at no extra cost to the Department.

METHOD OF MEASUREMENT:

The quantity to be paid for under this item will be the number of linear feet (laying length) of polyvinyl chloride sewer pipe furnished and installed in accordance with the plans, specifications and/or as ordered by the Engineer.

BASIS OF PAYMENT:

The unit price per linear foot shall include the cost of all labor, materials and equipment necessary to complete the work. Excavation and backfill shall be paid under their respective items in accordance with the details shown on the plans.

Payment will be made under:

ITEM NO.

ITEM DESCRIPTION

603.99210015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 4 inch Dia.	Feet
603.99220015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 6 inch Dia.	Feet
603.99230015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 8 inch Dia.	Feet
603.99240015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 10 inch Dia.	Feet
603.99250015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 12 inch Dia.	Feet
603.99260015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 15 inch Dia.	Feet
603.99270015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 18 inch Dia.	Feet
603.99280015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 21 inch Dia.	Feet
603.99290015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 24 inch Dia.	Feet
603.99300015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 27 inch Dia.	Feet
603.99310015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 30 inch Dia.	Feet
603.99320015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 33 inch Dia.	Feet
603.99330015 - Polyvinyl Chloride Pipe, Sanitary Sewer Gravity, 36 inch Dia.	Feet

ITEM 08604.5019nn M - OFFSET CATCH BASIN

DESCRIPTION: This work shall consist of the construction of offset catch basins as shown on the plans or in a manner approved by the Engineer.

MATERIALS: Subsection 604-2.01 shall apply with the following additions:

Sheet piling to be left in place shall conform to the requirements of Subsection 552-2.01. Sheet piling to be left in place need not be new.

CONSTRUCTION DETAILS: Subsections 604-3.01, 3.02, 3.03, 3.05, 3.06, 3.07 and 3.11 shall apply.

Sheet piling to be left in place shall be installed where shown on the plans and in accordance with Subsection 552-3.01.

METHOD OF MEASUREMENT: Subsection 604-4.01 shall apply.

BASIS OF PAYMENT: Subsection 604-5.01 shall apply with the following modifications and additions:

The unit price bid per meter shall include the cost of sheet piling left in place.

NOTE: "nn" denotes a serialized pay item, see Section 101-53.

ITEM 604.5102nn15 - STORMWATER TREATMENT SYSTEM (SWTS)

DESCRIPTION:

This work shall consist of designing, furnishing and installing a Stormwater Treatment System (SWTS) in accordance with this specification, as shown in the contract documents and as directed by the Engineer. The system shall also be routinely inspected, cleaned, and maintained for the duration of the contract.

MATERIALS:

All precast concrete elements shall meet the requirements of Section 704-03 - *Precast Concrete - General*, of the Standard Specifications except the concrete shall have a minimum compressive strength of 35 Mpa at 28 days, unless otherwise noted on the approved fabrication drawing. Precast units shall be fabricated at facilities approved by the Department.

Manhole frames and covers shall comply with the requirements of Section 655 – *Frames, Grates and Covers*.

The stormwater treatment system components, inserted or cast into precast concrete units, shall be one of the following:

*Vortechs*TM as manufactured by

CONTECH Construction Products Inc.
9025 Centre Pointe Drive, suite 400
West Chester, OH 45069
1-800-925-5240

*Downstream Defender*TM as manufactured by

Hydro International
94 Hutchins Drive
Portland, ME 04102
Phone (207) 756-6212

*Stormvault*TM as manufactured by

CONTECH Construction Products Inc.
9025 Centre Pointe Drive, suite 400
West Chester, OH 45069
1-800-925-5240

Or an approved equal.

The contractor shall provide the manufacturer's standard sheets, installation details, and operations and maintenance manuals to the Engineer ten days prior to the installation. Units shall be designed to withstand an MS-18 highway loading. Design calculations and fabricator working drawings shall be stamped by a Professional Engineer licensed and registered to practice in New York State. Fabricator working drawings, prepared in accordance with the requirements of Section 704-03, *Precast Concrete - General*, of the Standard Specifications, shall be supplied to the Materials Bureau for approval prior to fabrication of the precast concrete units. The structure(s) must meet the following performance specifications: (1) the manufacturer must document a sediment removal efficiency of 80% for all particles entering the structure (as determined by third party independent scientific study) at the flow rate associated with the Water Quality Volume as indicated in the contract documents; (2) the manufacturer shall determine the

ITEM 604.5102nn15 - STORMWATER TREATMENT SYSTEM (SWTS)

rise in Hydraulic Grade Line (HGL) of the drainage system upstream of the SWTS. This shall consist of a stage-discharge table indicating the water surface elevation at the entrance of the SWTS for the full range of flows that may pass through the system. Documentation of these performance standards must be submitted to the Engineer.

Sizing of the unit shall be determined by the manufacturer based on the maximum flow rate through the structure (i.e. the flow associated with water quality volume for 10-year, 24-hour storm event) as indicated in the contract documents and shown in Table 1. If units can not pass the 10-year, 24-hour storm event, the SWTS shall be installed off of the main drainage system (off-line installation). The configuration of the unit with respect to the drainage system (on-line vs. off-line) shall be as shown in the contract documents. Inlet, bypass, and outlet pipe diameters will be as required by the manufacturer and/or as indicated on the plans. All pipe sizes and invert elevations determined by the manufacturer shall be verified by the contractor prior to installation of pipes at the unit.

Table 1

Item Number	Maximum Flow Capacity (cfs)/(l/s)
604.51020115	1.6 (45)
604. 51020215	2.8 (80)
604. 51020315	4.5 (125)
604. 51020415	6.0 (170)
604. 51020515	8.5 (240)
604. 51020615	11.0 (315)
604. 51020715	14.0 (400)
604. 51020815	17.5 (495)
604. 51020915	25.0 (710)

CONSTRUCTION DETAILS:

The contractor shall follow the procedures established by the manufacturer for installation and field testing.

The contractor shall be responsible for cleaning the system when needed, maintaining performance / efficiency, and keeping a record of maintenance inspections for the duration of the contract. If the system is not functioning as outlined in the Operation and Maintenance Manual for the system, then the contractor, with the Engineer's approval, shall take the necessary steps to diagnose and correct problems at no additional cost to the State.

Final approval of the installation will be made by the Engineer verifying that the system has been installed, field tested and functioning as outlined in the Operation & Maintenance Manual for the system.

ITEM 604.5102nn15 - STORMWATER TREATMENT SYSTEM (SWTS)

METHOD OF MEASUREMENT:

This work will be measured as the number of Stormwater Treatment Systems installed in accordance with this specification, and approved by the Engineer.

BASIS OF PAYMENT:

The unit price bid for each Stormwater Treatment System shall include the cost of all labor, materials, equipment necessary to complete the work, including manhole frames and covers; all necessary excavation, backfill, sheeting; and necessary maintenance for the duration of the contract.

The cost of the outlet/inlet pipes will be paid for under their respective items.

Seventy-five percent of the price bid for this item will be paid upon satisfactory installation of the SWTS units. The remaining percentage will be paid after the SWTS is satisfactorily cleaned at the completion of the contract.

ITEM 607.95nn0007 - REMOVE, STORE AND RESET EXISTING FENCING

DESCRIPTION:

This work shall consist of the removal, storage and resetting of existing fencing in locations shown on the Plans, described in the proposal, or as directed by the Engineer.

MATERIALS:

Existing materials shall be salvaged and reused in resetting the fencing. Materials damaged or lost by the Contractor and those components of the fencing which by nature of their construction are not suitable for reuse, shall be replaced in kind by the Contractor at his expense.

CONSTRUCTION DETAILS:

The locations and limits of the existing fencing to be removed shall be as shown on the plans or as authorized by the Engineer. The Contractor shall carefully dismantle and remove the existing fencing and provide safe storage of the salvaged materials until reuse. The salvaged fencing and related components shall be erected in the same location as before, or as shown on the Plans, with all posts plumb and fencing true to line and grade.

METHOD OF MEASUREMENT:

The quantity to be paid for under this item will be the number of linear feet of fencing removed, stored and reset.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include the cost of furnishing all labor, materials and equipment necessary to remove, provide safe storage and reset the fencing. Progress payments for the work under this item will be made as follows: 25% for the removal of the fencing and the remainder (75%) upon satisfactory resetting of the fence.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
607.95nn0007	Remove, Store and Reset Existing Fencing	Feet

NOTE: nn denotes serialized pay item. These items will be paid for by the linear feet within established size/type groups.

ITEM 609.99970011 - PRECAST CONCRETE WHEEL STOP

DESCRIPTION

This work consists of furnishing and installing precast concrete wheel stops in locations shown on the plans or as designated by the Engineer. Unless otherwise herein specified, the work shall conform to Section 609 of the Standard Specifications.

MATERIALS

Requirements for material and fabrication of the precast wheel stop shall be the same as specified in Subsection 714-04 Precast Concrete Curb. The details and dimensions shall be as shown on the plans.

Anchoring dowels shall be Grade 60 reinforcing bars, conforming to ASTM designation A615. Minimum bar size shall be #4 x 1.0 foot long. The dowel hole diameter shall not exceed the dowel diameter by more than ¼ inch.

CONSTRUCTION DETAILS

The precast wheel stop shall be set in place on top of the pavement with both ends bearing evenly. Steel dowels shall be driven into the underlying pavement through the holes at each end of the wheel stop. The dowels shall be driven so that they are flush with the top surface of the wheel stop. If necessary, holes shall be pre-drilled in the pavement.

METHOD OF MEASUREMENT

Precast concrete wheel stops shall be measured as the number of units actually installed.

BASIS OF PAYMENT

The unit price bid for each wheel stop shall include the cost of all labor, material, and equipment necessary to complete the work.

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

ITEM 647.1801NN08 - RELOCATE COMMERCIAL SIGN

DESCRIPTION:

This work shall consist of relocating existing commercial signs including existing electrical service lines when applicable. The existing footings shall be replaced as shown in the contract documents or as directed by the Engineer.

MATERIALS:

Materials not specified.

CONSTRUCTION DETAILS:

The commercial signs shall be relocated in such a manner that damage does not occur. The relocations include applicable electrical service lines and new footings. All electrical work performed by the contractor shall conform to existing electrical standards and codes.

The Contractor shall contact the owner or his representative to obtain the details for the footing. The footing excavation shall conform to Section 206. The footing concrete shall conform to Section 555. Reinforcing bars for the footing shall conform to Section 556. Anchor bolts for the footing shall conform to Section 564.

The commercial sign shall be relocated to the location shown on the plans or as directed by the Engineer. Any damage incurred shall be repaired or replaced at the contractor's expense to the satisfaction of the Engineer.

METHOD OF MEASUREMENT:

This work will be measured as the number of each commercial sign relocated.

BASIS OF PAYMENT:

The unit price bid shall include cost of all labor, materials and equipment necessary to complete the work. Excavation, concrete, reinforcing bars, and anchor bolts for the new footing shall be included in this item.

Note: NN denotes a serialized pay item (for each relocated sign).

ITEM 655.05010010 - RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS

DESCRIPTION:

This work shall consist of resetting the frame (bottom ring) on the existing sanitary sewer manholes after replacing the brick masonry collar. This method shall be used for adjusting existing sanitary sewer manholes as indicated on the "Table of Sanitary Sewer Structures", unless otherwise directed and/or approved by the Engineer.

MATERIALS:

Materials shall meet the requirements of the following subsections of Section 700, "Materials Details".

Precast Concrete Paver	704-13
Mortar for Concrete Masonry	705-21

CONSTRUCTION DETAILS:

The existing frames, covers and appurtenances shall be removed, stored if necessary, cleaned and reset to the proposed grade indicated in the plans or as directed by the Engineer.

The Contractor shall remove the existing brick masonry collar in its entirety and construct a new brick masonry collar of the height required.

The Contractor shall thoroughly clean the surface of the top slab of the manhole around the opening to insure proper bond to the satisfaction of the Engineer for the construction of the new brick masonry collar.

Upon completion, each structure shall be cleaned of any accumulation of silt, debris or foreign matter of any kind and shall be kept clean of such accumulation until final acceptance of the work.

METHOD OF MEASUREMENT:

This work will be measured by the number of existing frames, complete with covers and appurtenances, reset to grade on existing sanitary sewer manholes as specified herein.

BASIS OF PAYMENT:

The unit price bid for resetting each frame shall include the cost of all labor, materials and equipment necessary to complete the work.

Any frames, covers and appurtenances damaged or misplaced shall be replaced at the Contractor's expense.

**ITEM 655.05020010 – FRAMES AND COVERS FOR SANITARY SEWER
MANHOLES**

DESCRIPTION:

This work shall consist of furnishing and installing frames, covers and appurtenances for sanitary sewer manholes in accordance with these specifications and details shown on the contract plans.

MATERIALS:

Materials shall conform to the following:

Cast iron for manhole frames and covers, and all special cast iron fixture entering into the construction of the work shall be made of tough, close-grained, gray iron without the admixture of any cinder iron or metal of inferior quality. Iron shall conform to ASTM Designation A48, Class 30B.

Manhole frames and covers shall be coated with coal tar epoxy of approved quality applied by the hot-dip process.

The acceptance of the frames and covers for sanitary sewer manholes will be based on the manufacturer's certification of compliance.

All manhole frames, covers and appurtenances shall be similar in detail to those existing in the adjacent area, and all elements shall be interchangeable.

The Contractor shall submit to the Engineer, with such promptness as to cause no delay in the work, or in the work of any other contractor, seven (7) copies of all shop drawings and no work shall be fabricated until the Engineer's approval has been given. All shop drawings, cuts, catalogs or other data requiring approval must be submitted to the Engineer by the Contractor and must bear his stamp of approval evidencing that the data have been checked. Drawings, cuts, catalogs or other data submitted without this stamp of approval will not be considered by the Engineer and will be returned to the Contractor. Likewise, all questions concerning the plans and specifications which require clarification or interpretation shall be submitted in writing to the Engineer through the Contractors.

The Contractor shall make any corrections in the drawings required by the Engineer and shall file with the Engineer (7) corrected copies. Approval by the Engineer of such drawings shall not relieve the Contractor from responsibility for errors of any sort in shop drawings or deviations from plans and specifications unless the Contractor, at the time of submission of said drawings, has given notice to the Engineer of any such deviations.

CONSTRUCTION DETAILS:

Construction details shall conform with the details shown on the plan and shall conform to the requirements of Subsection 655-3 in addition to the following:

3/10/09ER 12/22/08E 5/28/99 M

**ITEM 655.05010010 – FRAMES AND COVERS FOR SANITARY SEWER
MANHOLES**

All manholes will be provided with a Type “F” Manhole Frame and Cover (Adjustable Frame). The frame cover, without the use of any filler rings, shall be set to a top frame elevation 1-9/16 inch below finished grade. At the time of final paving, the frame and cover shall be raised to the correct grade by insertion of one 1 inch and one 19/32 inch filler rings. In the event the Engineer, at any time during the Contract Period, directs the removal of either or both filler rings, the Contractor shall remove them and deliver the same to the Engineer.

METHOD OF MEASUREMENT:

The quantity to be measured under this work will be the number of frames, covers and appurtenance materials furnished and placed in accordance with the plans and specifications. The measurement shall be made for the frame containing the cover and appurtenance.

BASIS OF PAYMENT:

The unit prices bid per frame and cover shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work, including the cost of any field repair work to render the frame and cover non-rocking.

ITEM 660.97100010 - PRECAST SANITARY SEWER MANHOLE

DESCRIPTION

This specification covers the requirements for furnishing and installing complete sanitary sewer manholes as shown on the plans and in accordance with these specifications.

MATERIALS

Materials used for the construction of the sanitary sewer manholes shall be as indicated on the plans, and shall conform to the requirements of the following:

- Cast-In-Place Concrete (Class A).....Section 501
- Mortar for Concrete Masonry.....Section 705-21
- Bar Reinforcement, Grade 420.....Section 709-01
- Frames and Grates.....Section 655
- Concrete Brick.....Section 704-02
- Precast Concrete Drainage Units.....Section 706-04

In addition, precast manhole sections shall be of round configuration, constructed in conformance with the details shown in the Contract Documents and the applicable sections of ASTM Designation C478. In case of conflict, the details included in the Contract Documents shall govern. All sections of precast manholes shall be provided with at least three (3) lifting anchors, details of which shall be submitted to the Engineer for approval before casting.

Inlet and outlet provisions for precast manholes shall conform to details included in the Contract Documents.

Manholes constructed of precast concrete with a circular interior are to conform to ASTM designation C478 except that walls of 48 inches diameter barrels shall have a thickness of 5 inches. Joints shall be made with flexible gaskets conforming to ASTM C361.

Concrete for manhole invert fill shall be Class A Concrete.

A. Quality Assurance

1. General

- a. The State reserves the right to inspect and test all precast concrete manhole components, accessories, and joint material upon delivery to the site and/or at the point of manufacture.
- b. All precast concrete manhole sections delivered to the job site shall be clearly marked at the factory with the date of manufacture and the manufacturer's identification. Omission of this information may be cause for rejection of the manhole sections.

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ITEM 660.97100010 - PRECAST SANITARY SEWER MANHOLE

- c. The State reserves the right, at all times, to have its representative inspect the materials, the processes of manufacture, the records of analysis and tests, and to select the test specimens at the place of manufacture of the precast manhole sections.
- d. The Contractor shall conduct leakage tests in accordance with the requirements specified in the "Leakage Tests" Section of these Specifications.

2. Manufacturer's Testing

- a. All sampling and testing shall be in accordance with Section 501 - Cast-in-Place Concrete (Class A) and Section 706-04 - Precast Concrete Drainage Units.
- b. Manhole components *shall not* be shipped prior to attaining the specified twenty-eight (28) day compressive strength.
- c. Manhole components *shall not* be shipped unless they bear a stamp of approval by the State or as ordered by the Engineer.

B. Submittals

1. Shop Drawings

- a. Shop drawings shall be submitted for all manholes, manhole castings, and manhole accessories. The Contractor shall submit to the Engineer, with such promptness as to cause no delay in the work, or in the work of any other Contractor, seven (7) copies of all shop drawings for all manhole sections and appurtenances specified herein, and no work shall be fabricated until the Engineer's approval has been given. All shop drawings, cuts, catalogs, or other data requiring approval must be submitted to the Engineer by the Contractor and must bear his stamp of approval evidencing that the data have been checked. Drawings, cuts, catalogs, or other data submitted without his stamp of approval will not be considered by the Engineer and will be returned to the Contractor. Likewise, all questions concerning the plans and specifications which require clarification or interpretation shall be submitted in writing to the Engineer through the Contractor.

The Contractor shall make corrections in the drawings required by the Engineer and shall file with the Engineer seven (7) corrected copies. Approval by the Engineer of such drawings shall not relieve the Contractor of responsibility for errors of any sort in shop drawings; or for deviations

ITEM 660.97100010 - PRECAST SANITARY SEWER MANHOLE

from plans and specifications unless the Contractor, at the time of submission of said drawings, has given notice to the Engineer of such deviations.

- b. Shop drawings shall include, but not be limited to, the following information:
 - (i) Size and spacing of steel reinforcement.
 - (ii) Wall and slab thickness.
 - (iii) Concrete cover over steel reinforcement.
 - (iv) Joint design between component manhole sections, show all dimensions.
 - (v) Concrete mix design including design compressive strength.
 - (vi) Design of flexible manhole seal assemblies.
 - (vii) Details of manhole ladders, attachments and supports.

2. Design Calculations

- a. Design calculations, conforming to the applicable requirements of the American Concrete Institute Standard ACI318, shall be submitted by the Contractor to verify that all components of the manhole will have the required strength to withstand the following loadings:
 - (i) All manholes shall be of sufficient strength to withstand a minimum load produced by the prevailing earth pressure plus hydrostatic pressure in areas subject to ground water.
 - (ii) The maximum Live Load produced by H20-44 Loading as stipulated in the American Association of State Highway Transportation Officials (AASHTO).
- b. All manholes in areas of high ground water or affected by tidal conditions shall be designed with a factor of safety of 1.25 against uplift.
- c. All calculations shall be certified by a Professional Engineer registered in the State of New York.

C. Castings

ITEM 660.97100010 - PRECAST SANITARY SEWER MANHOLE

1. All manhole frames and covers shall conform to the requirements of Section 655, "Frames and Grates" of the New York State Standard Specifications and the details shown on the plans.
2. The manhole frames and covers shall be of the adjustable type, as shown on the Contract Plans.

D. Manhole Collars

1. General

- a. Brick masonry shall be installed between the precast concrete manhole top slab and the manhole casting as shown on the Contract Plans in order to set the manhole casting at the proper grade.
- b. Precast concrete collar rings may be substituted for brick masonry subject to shop drawing submittal and approval.

2. Brick

- a. All brick shall meet the requirements stated in Section 704-02, "Concrete Brick" of the New York State Standard Specifications.

3. Mortar

- a. All mortar required to complete brick masonry as shown on the Contract Plans shall be in conformance with the requirements stated in Section 705-21, "Masonry Mortar" of the New York State Standard Specifications.

E. Steel Reinforcement

1. Steel reinforcement shall be placed in the various sections of precast manholes as shown on the Contract Plans. All steel reinforcement shall meet the requirements specified in Section 709-01, "Bar Reinforcement-Grade 420" of the New York State Standard Specifications.

F. Precast Concrete Top Slabs

1. The precast reinforced concrete top slab placed on the top of the manhole chimney shall be manufactured in accordance with the detail shown on the contract plans. The concrete used in the manufacturing of these slabs shall be minimum 4.35 ksi concrete as specified under Section 706-04, "Precast Concrete Drainage Units" of the New York State Standard Specifications.

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G. Precast Concrete Chimney

1. General

a. The precast reinforced concrete chimney shall be 48 inches diameter reinforced concrete pipe meeting the requirements of ASTM C478, having a minimum wall thickness of 5 inches.

2. Joints

a. Joints between precast reinforced concrete chimney sections shall be of the bell and spigot type with a preformed plastic sealing compound gasket as specified in the Federal Specifications SS-S-210A. Joints shall be formed so that adjacent manhole sections will fit and seat properly. Gap between sections shall be no more than 3/8 inches.

H. Precast Manhole Base

1. General

a. Concrete used in the manufacture of precast reinforced concrete manhole bases shall meet all the requirements specified for precast concrete in Section 706-04, "Precast Concrete Drainage Units" of the New York State Standard Specifications.

2. Pipe Connections

a. The precast reinforced concrete manhole base shall be provided with circular openings at the locations and elevations for the proper connection of pipes. The pipe connections shall be sealed with flexible manhole seal assemblies.

b. The flexible manhole seal assemblies shall be installed in accordance with the recommendations of the seal assembly manufacturer and shall conform to ASTM C923-79.

c. Flexible manhole seal assemblies shall permit at least an eight (8) degree deflection from the center line of the opening in any direction while maintaining a watertight connection.

d. The flexible manhole seal assemblies shall be as manufactured by Interpace Corp. (Lock Joint Flexible Manhole sleeve), National Pollution Control Systems, Inc. (Kor-N-Seal) or Press-Seal Gasket Corp. or approved equal.

3. Cast-In-Place Concrete Invert

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- a. The cast-in-place concrete invert shall be formed within the precast concrete manhole base with 4.35 ksi concrete conforming to the Specifications of Section 501, "Portland Cement Concrete - General" of the New York State Standard Specifications. This concrete shall be Class A.

4. Crushed Gravel Foundation

- a. Crushed gravel foundations shall be provided under manhole bases as shown on the contract plans. The crushed gravel shall meet the requirements specified in Section 703-02, "Coarse Aggregates" of the New York State Standard Specifications. This crushed gravel shall be of the size designation as indicated on the plans.

CONSTRUCTION DETAILS

A. Preparation

1. Excavation

- a. All excavation required for the construction of manholes shall be performed in accordance with Subsection 206-3, "Construction Details" of the New York State Standard Specifications.

2. Dewatering

- a. All measures required to keep the excavation dewatered during pipe installation shall be included under Trench and Culvert Excavation. The Contractor is directed to the proposal for special notes regarding dewatering.

B. Backfill

1. All backfilling required for the construction of manholes shall be performed in accordance with the requirements of Subsection 203-3.15, "Fill and Backfill at Structures, Culverts, Pipes, Conduits and Direct Burial Cables" of the New York State Standard Specifications.

C. Precast Manhole Base

1. For precast manhole bases, the area underneath the manhole base shall be excavated to the required elevation. The soil below the base shall not be disturbed. The manhole base shall then be lowered into the trench and checked for proper bearing on the subgrade, proper elevation and orientation to receive the incoming and outgoing sewers at the designated invert elevation. If the invert elevation varies by

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more than plus or minus ½ inch from the designated invert elevation, the base shall be removed and reset.

2. The concrete invert fill shall be installed following the connection of all sewer pipes to the manhole. The invert fill shall be true to the sewer pipe invert elevations, with smooth channels of uniform cross section and slope, either straight or with a continuous curve between inlet and outlet of pipes.

The concrete invert fill shall be placed in accordance with dimensions and details shown on the Contract Plans.

To eliminate free fall conditions in a manhole resulting from invert elevation differentials between incoming and outgoing pipes, the Contractor shall form and construct suitable channels in the bottom of the manhole connecting the inverts.

D. Joints Between Manhole Sections

1. All joints between the various manhole sections, including chimneys and top slabs, shall be made with a bell and spigot configuration with a preformed plastic sealing compound as specified in the Federal Specification SS-S-210A.

E. Manhole Collars

1. The brick masonry or precast concrete collar be constructed on the Precast Concrete Top Slab to bring the manhole frame and cover to the proper grade in accordance with the detail on the Contract Plans. The minimum height shall be 4 inches and the maximum height shall not exceed 16 inches.
2. Following the placement of the brickwork, a ½ inch layer of Portland cement mortar shall be applied to the exterior surface of the brick and trowelled to a smooth finish.

F. Castings

1. Manhole castings shall be set in a bed of Portland cement mortar on masonry collars as shown in the contract plans. The rim elevation shall be as determined by the Engineer.

G. Leakage Tests

1. Definitions

- a. For leakage test purposes, a section of sewer line shall be construed as being that portion of a sewer line between two (2) consecutive manholes inclusive

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of upstream manhole and appurtenances unless otherwise specified.

2. Submittals

- a. The Contractor shall submit a schedule of lines to be tested and the methods and equipment to be utilized in the testing to the Engineer for approval.
- b. In areas requiring dewatering, the Contractor shall submit to the Engineer prior to starting the dewatering pumps, a record of each observation well as specified in the Dewatering Section of these Specifications.
- c. The Contractor shall be required to notify the Engineer not less than forty-eight (48) hours prior to the time he intends to begin testing at any particular location.
- d. Prior to undertaking any repairs, the Engineer's written approval of method and material to be used in the repair shall be secured. Items which in the opinion of the Engineer cannot be repaired shall be replaced.

3. General Parameters

- a. All gravity and pressure sewer lines, including but not limited to pipe, fittings, manholes, risers, stubs, specials and appurtenances shall be tested for water tightness as hereinafter specified.
- b. The Contractor shall furnish all necessary material, equipment, labor and other facilities required to satisfactorily perform the tests and shall make all necessary repairs or replacements and retests as required at his own expense.
- c. In areas requiring dewatering, groundwater observation wells shall be utilized for monitoring ground water levels prior to and during all leakage testing.
- d. The Contractor is warned that the Engineer may refuse to allow exfiltration testing, or void those already underway if, in his judgment, heavy rain or rainwater inflow will distort test results. Retests of the affected lines shall be done at no cost to the County, State or other agency having jurisdiction. No claims for delays will be considered by the County, State or other agency having jurisdiction, in the event testing is suspended by the Engineer, as specified above.

4. Preparation

- a. General

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- (i) All sewer pipes and manholes must be clean prior to any work described in this section. They shall be free from dirt, debris, sand, stones, etc. and accumulated water must be removed.

5. Manholes

- a. The testing of new manholes will be performed using the water exfiltration test only. Air pressure testing on manholes will not be accepted.
- b. Prior to the test, all pipes in the new manhole to be tested shall be plugged. All plugs shall be installed in the presence of the Engineer or his representative. Each new manhole shall be filled with water to a level not less than 24 inches above the exterior crown of the upstream pipe or above the normal groundwater level whichever is higher.
- c. A one (1) hour stabilization period will be permitted to allow for water absorption by the manhole. This stabilization period may be extended with the permission of the Engineer. Water *shall not* be allowed to remain in the manhole overnight. Should the water level during the stabilization period drop below the test level as specified above, the Contractor, in the presence of the Engineer or his representative shall add make-up water for water lost during the stabilization period to increase the water level to the required height for the test.
- d. The actual test period shall begin following the stabilization period. Addition of make-up water will not be allowed once the test has begun. *Any deviation* from the aforementioned will *void* the test.
- e. The test be conducted for a period of five (5) hours. The Engineer or his representative will take three (3) readings of the water level at the beginning of the test period, and another three (3) readings of the water level at the end of the test period. The average of the readings will be used by the Engineer to calculate the leakage quantity.
- f. The maximum allowable quantity of exfiltration from any manhole under test shall not exceed ½ gal per 12 inches diameter of manhole per 12 inches of water depth measured from the invert of the downstream pipe per twenty-four (24) hours.

6. Repairs and Retest

ITEM 660.97100010 - PRECAST SANITARY SEWER MANHOLE

a. General

- (i) Prior to making any repairs, the Contractor shall submit to the Engineer, in writing, the proposed method of repair and secure his written approval of methods and material to be incorporated in the repair. The Engineer shall be the sole judge as to whether the pipes or manholes shall be repaired or replaced.
- (ii) All repairs and retesting must be made in the presence of a representative of the Engineer and to the satisfaction of the Engineer.
- (iii) Should a section or sections of pipe, or manholes fail to meet the leakage criteria, the Contractor shall at no cost to the County, State, or other agency having jurisdiction, locate the leaks and repair pipe and manholes, as necessary, until the leakage is within the permitted allowance.
- (iv) Regardless of the results of the infiltration test, it is required that all visible leaks be repaired.
- (v) The injection of gel, sealant, or any other product to seal cracks, porous section, or any other structural defect of the pipe or manhole will not be permitted.

b. Retests

- (i) All tests and repairs shall be repeated as many times as necessary, at no cost to the County, State or other agency having jurisdiction, until the requirements hereinbefore specified have been met.

METHOD OF MEASUREMENT

The quantity to be measured under this item will be the number of linear feet of height, measured to the nearest tenth of a foot, from the bottom of the bottom slab to the top of the masonry.

BASIS OF PAYMENT

The unit price bid per foot shall include the cost of all labor, equipment, and materials necessary to complete the work including flexible gaskets between manhole sections, concrete invert fill, and all necessary testing and any repairs to the manhole required in connection with the sewerage tests on the manhole.

Manhole frames and covers will be paid for separately.

Excavation (dewatering included in Excavation), backfill, crushed gravel, geotextile and any necessary sheeting will be paid for separately.

**ITEM 662.0100nn07 – REESTABLISHING ELECTRICAL UNDERGROUND
SERVICE TO CUSTOMERS**

DESCRIPTION:

Under this item the Contractor shall reestablish underground customer electrical service in kind as required in accordance with the plans, specifications and as ordered by the Engineer.

MATERIALS:

All electrical materials such as wiring, conduit, connections, etc. necessary to complete the work under this item shall meet the current requirements of the national electric safety code and the local requirements of the municipality, and underwriters approval where necessary, as well as the local power company requirements.

CONSTRUCTION DETAILS:

Where excavation is necessary the appropriate construction details specified for Section 203 - Excavation and Embankment, in Subsection 203-3.01 through and including Subsections 203.-3.12 & 203-3.15 and the requirements of "Legal Relations and Responsibility to Public" in Subsection 107 shall apply.

The conduit and/or cable shall be placed on a bed of sand six inches deep and covered with one foot of sand. Additional backfill shall be suitable material A.O.B.E.

The Contractor shall be responsible at all times for carrying out all excavation and backfill operations in a safe and prudent manner so that workmen., the public, and adjacent public and private property will be protected from unreasonable hazard. All applicable local, State and/or Federal requirements shall be observed and necessary permits acquired by the Contractor.

When excavation is required for the installation of conduit or direct buried cable, the Contractor shall notify the Engineer upon completion of the excavation. No conduit or cable shall be placed in the excavation until the Engineer and/or the utility involved has approved the depth and cross section.

Areas where the contractor in placing conduits, direct buried cables or utilities, excavating into lawns, parking areas, sidewalks etc., shall be restored to original condition to the satisfaction of the Engineer.

The provisions of Subsections 203-3.06 and/or 203-3.07, Suitable Materials and Unsuitable Materials, respectively, shall apply to all materials excavated and disposed of under this section which is not used as backfill.

**ITEM 662.0100nn07 – REESTABLISHING ELECTRICAL UNDERGROUND
SERVICE TO CUSTOMERS**

Before work commences in reestablishing the service, the Contractor shall consult with the customer regarding the time of reconnection to minimize the down time, and inconvenience to the customer.

All electrical installation shall be performed by qualified workmen and in accordance with the applicable codes and rules. All work shall be inspected by the local inspector and, or by the utility involved, if required.

METHOD OF MEASUREMENT:

Reestablishing underground service to customers will be measured for payment on a lump sum basis for work satisfactorily completed in accordance with the Contract Documents and as directed by the Engineer.

BASIS OF PAYMENT:

The lump sum price bid shall cover all labor, tools, equipment, materials, etc., including all excavation, backfill and replacement of any pavement, sidewalks, curbs, lawns, or other top surfaces as necessary to complete the work.

ITEM 670.10010004 - DECORATIVE LIGHT POLES WITH ONE LUMINAIRE
ITEM 670.10020004 - DECORATIVE LIGHT POLES WITH TWO LUMINAIRES
ITEM 670.10030004 - DECORATIVE LIGHT POLES WITH THREE LUMINAIRES
ITEM 670.10040004 - DECORATIVE LIGHT POLES WITH FOUR LUMINAIRES

DESCRIPTION:

Under this item, the Contractor shall furnish and install complete decorative light poles with luminaire(s) in accordance with the Plans, Specifications, and as directed by the Engineer, including all material necessary to make the light operational.

MATERIALS:

The decorative light poles and luminaires shall meet the requirements specified in the contract documents.

All electrical equipment shall conform to the NEMA Standards and be UL approved. All material and workmanship shall conform to the latest requirements of the National Electrical Code; the rules of the New York State Public Service Commission; the standards of ASTM; the ASA; local power company rules and any local ordinances which may apply. Differences in standards or code requirements will be resolved as determined by the Engineer.

Material will be subject to inspection at any time during the Contract. Failure of the Engineer to note faulty material or workmanship during construction will not relieve the Contractor of the responsibility for removing or replacing such material or redoing work which may fail to pass any inspection.

The final finish of the decorative light poles and luminaires shall be that specified in the contract documents.

The total assembly, including the pole, base and luminaire shall be designed in accordance with specifications for the design and construction of the structural supports for highway luminaires, of the American Association of State Highway and Transportation Officials, but shall not be designed for less than a basic wind pressure of 158.6 kPa with a unit drag coefficient, standard air and 1.3 gust factor 30 feet above the ground. Basic wind pressure shall be corrected for height above the ground, by a factor of 0.83 for 0 to 30 foot elevation. Coefficient of drag for cylinders shall be 0.78 and coefficient of drag for flat surfaces shall be 1.3. Design shall maintain a minimum safety factor of 2.33 on yield strength for wind loads.

Resulting structure shall be capable of resisting, at yield strength of material, test loads of the calculated equivalent of 160 km/h winds (1,216 Pa velocity pressure) without destruction.

CONSTRUCTION DETAILS:

Installation of the decorative light poles and luminaires shall be in conformance with the contract documents and the recommendations of the manufacturer, unless otherwise directed by the

ITEM 670.10010004 - DECORATIVE LIGHT POLES WITH ONE LUMINAIRE
ITEM 670.10020004 - DECORATIVE LIGHT POLES WITH TWO LUMINAIRES
ITEM 670.10030004 - DECORATIVE LIGHT POLES WITH THREE LUMINAIRES
ITEM 670.10040004 - DECORATIVE LIGHT POLES WITH FOUR LUMINAIRES

Engineer.

Each light pole shall be set vertically on an anchorage, employing the leveling method recommended by the manufacturer or as shown in the contract documents.

The anchor base shall be securely bolted to the anchorage by the anchor bolts previously set. The luminaires and any ornamental accessories shall be installed as per the manufacture's instructions.

The Contractor is responsible for any damage to the light poles and/or luminaires which results from their operations. Any component so damaged shall be replaced or repaired, as directed by the Engineer, at no cost to the State.

METHOD OF MEASUREMENT:

Decorative light poles with luminaires will be measured as each assembly of the type specified, complete in place in accordance with the contract documents or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid for each decorative light pole shall include the cost of furnishing and installing the light poles, bases, luminaires, lamps, covers, photocell controls, ballasts, ornamental accessories, and all other fittings, labor, equipment and materials necessary to complete the work except for the cost of the foundation, which will be paid for under its respective item.

ITEM 670.5307NN04 - POWER POINT DISCONNECT ASSEMBLY

DESCRIPTION:

This work shall consist of the Contractor furnishing and installing new power point disconnect equipment in accordance with contract documents, specifications or at the direction of the Engineer.

MATERIALS:

The specific components used in the construction of new power point disconnect equipment shall be as shown on the contract documents and meet the requirements of Section 670-2.

If a meter is required, it shall be furnished by the utility company and installed by the Contractor.

The Contractor shall submit shop drawings or catalog cuts of all proposed equipment to the Engineer for approval in accordance with Section 670-3.02.

CONSTRUCTION DETAILS:

The requirements of Section 670-3 shall apply.

METHOD OF MEASUREMENT:

The work will be measured as the number of complete units installed and operational.

BASIS OF PAYMENT:

The unit price bid for each unit shall include the cost of labor, materials and equipment necessary to satisfactorily complete the work, including conduit elbows, anchor bolts, grounding system, all appurtenances, excavation, special fill, and any protective system(s) required to ensure the safety of the workers and the public.

NN = Serialized Location

ITEM 680.51200108 - CAST ALUMINUM JUNCTION BOX

DESCRIPTION:

The contractor shall furnish and install a cast aluminum junction box where indicated on the plans or where directed by the Engineer.

MATERIALS:

The cast aluminum junction box shall be approximately 9 inches long, 8 inches wide, and 5.5 inches deep. The box shall have a removable cover to provide easy access and shall be made moisture proof with gasket material and stainless steel bolts. The cover shall have oversized threaded holes, so that the bolts used to secure the cover engage only the threaded holes in the junction box. Bolts, nuts and washers shall be non-magnetic stainless steel as per Section 715-16 of the Standard Specifications. Bolts shall have a minimum size of 0.5 inch x 0.5. The cover bolt heads shall be recessed below the surface of the box cover.

There shall be three service entrances threaded for 1.5 inch conduit in the cast aluminum box, one on each of the 9 inch long sides and one in the bottom. The service entrances in the sides of the box shall have the axis of the holes approximately 4 inches from the top of the box. The pullbox shall have sufficient mechanical strength to withstand the transmitted shock of traffic without damage.

Extension collars shall be available for the box used, as verified by the manufacturer's certification.

Concrete shall be Class D and shall meet the requirements of Section 501, "Portland Cement Concrete - General".

The surface areas of the cast aluminum box which will be in contact with concrete shall be treated with zinc chromate primer in accordance with Section 708-04 of the Standard Specifications.

BASIS OF ACCEPTANCE - Cast aluminum junction boxes will be accepted upon the manufacturer's certification that they meet the requirements of this specification.

CONSTRUCTION DETAILS:

Subsection 680-3.01, "Equipment List and Drawings" shall apply. The aluminum box cover shall be embossed with "N.Y.S. TRAFFIC SIGNAL".

The service entrances in the cast aluminum junction box that are not utilized shall be capped with standard polyvinyl chloride plastic caps.

ITEM 08680.512001 M - CAST ALUMINUM JUNCTION BOX

The cast aluminum junction box shall be installed in a concrete foundation flush with the roadway pavement as shown in the traffic details of the plans, or as directed by the Engineer.

METHOD OF MEASUREMENT:

The work will be measured by the number of junction boxes furnished and installed in accordance with the plans or where directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid for furnishing and installing the junction boxes shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.

ITEM 680.77000001 - MODIFY TRAFFIC SIGNAL EQUIPMENT
ITEM 680.78000001 - MODIFY AND REMOVE TRAFFIC SIGNAL EQUIPMENT
ITEM 680.79000001 - REMOVE TRAFFIC SIGNAL EQUIPMENT

DESCRIPTION:

Under these items the contractor shall modify and/or remove traffic signal equipment at the locations shown and as detailed on the contract plans or as ordered by the Engineer.

MATERIALS:

The materials used in this work shall meet the requirements of Subsection 680-2, "Materials" of the Standard Specifications.

CONSTRUCTION DETAILS:

Where shown on the contract plans or specified by the Engineer, traffic signal equipment shall be either modified or removed and disposed of as specified in the contract documents.

Care shall be exercised in removing and salvaging electrical equipment so that it will remain in its original form and existing conditions whenever possible. The contractor will be required to replace, at his expense, any traffic signal equipment which is determined by the Engineer to have been damaged or destroyed by reason of the contractors operations.

Existing material required to be relocated and found to be unsatisfactory by the Engineer shall be replaced by new material and the cost, therefore, will be paid for as extra work.

METHOD OF MEASUREMENT:

The work will be measured for payment on a lump sum basis for the work completed in accordance with the contract documents and as ordered by the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, material and equipment necessary to complete the work in accordance with the contract documents and as ordered by the Engineer.

ITEM 680.80324708 - MICROCOMPUTER CABINET BASE (ALUMINUM)

DESCRIPTION:

Under this item the contractor shall furnish and install a microcomputer cabinet base at locations shown on the plans or as directed by the Engineer.

MATERIALS:

The base bottom, sides, top and door shall be constructed of ¼ inch grade 5052-H32 aluminum, with full weld seams and shall conform in all respects to the attached drawing.

The bottom plate of the cabinet base shall be constructed to form a flange with the sides so that the bottom of the base is completely open. Four 1.25 inch anchor bolt holes shall be cut into the base plate.

A door shall be constructed in the front of the base by attaching a piece of ¼ inch ± aluminum inside the base to form a 1 inch lip. The door shall fit flush to the front of the base, against the lip. The door shall be secured at the top and bottom with ¼ inch Allen screws.

The top plate shall have one 8 inch hole cut into it.

A ½ inch hex nut to be used for grounding purposes shall be welded to the inside of the front of the base.

The base shall be of untreated and unpainted aluminum.

CONSTRUCTION DETAILS:

The cabinet base shall be fabricated and mounted on a concrete base in accordance with the details shown on the plans, standard sheets and as directed by the Engineer.

METHOD OF MEASUREMENT:

This work will be measured by the number of cabinet bases furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

BASIS OF PAYMENT:

The unit price bid for each cabinet base shall cover the cost of fabrication, installation, all labor, material and equipment necessary to complete the work.

When the plans call for mounting the cabinet base on an existing foundation the cost of removing

ITEM 08680.803247 M - MICROCOMPUTER CABINET BASE (ALUMINUM)

the existing anchor bolts and installing new anchor bolts shall be included in the price bid for this item. When plans call for mounting the cabinet base on a new foundation, the installation of anchor bolts in the foundation shall be included in the price bid for this item. New concrete foundations will be paid for under a separate payment item.

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

DESCRIPTION

Under these items the Contractor shall furnish and install traffic signal controllers, cabinets and peripheral equipment at the locations shown on the Plans and as ordered by the Engineer.

MATERIALS

A. Basic Requirements

1. The controller unit shall provide digital timing for two through eight vehicle phases with the options of pedestrian and volume density timing available for any or all phases. The controller unit shall be equipped with phase modules as specified in the sequence chart or intersection item sheet.
2. The controller unit shall be capable of operating in the following modes as required by the particular type of controller that is to be supplied:
 - a. Fixed time
 - b. Semi actuated
 - c. Vehicle actuated
 - d. Vehicle actuated, loop occupancy
 - e. Vehicle actuated, volume density
3. The controller unit shall be of modular design. Circuit boards shall be readily accessible for servicing.
4. The controller unit shall be used at isolated intersections as well as at intersections in an interconnected traffic signal system. The controller unit shall be designed for continuous unattended operation. All phase modules of varying complexity shall be interchangeable between two through eight phase controller unit frames. The inspection and testing of the controller, while in operation, shall be possible.
5. The controller assembly shall employ digital techniques and solid state electronics. No electromechanical devices, such as relays, contactors and cam shafts, shall be utilized.

- B. Qualifications. All equipment furnished under this specification shall be a product which has demonstrated its ability to meet the minimal requirements and is in compliance with the National Electrical Manufacturers Association (NEMA) Standards Publication No. TS 1-1989, and all subsequent revisions.

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ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

C. General Requirements

1. Each controller assembly supplied under this specification must be accompanied with one manual of operation and maintenance including the following:

- a. Operation and Maintenance Manual

- (1). General Description
 - (2). General Specifications
 - (3). General Characteristics
 - (4). Installation
 - (5). Adjustments
 - (6). Theory of Operation
 - (a). Functional Description (include block diagram)
 - (b). Detail Circuit Description
 - (7). Maintenance
 - (a). Preventative Maintenance
 - (b). Field Trouble Analysis
 - (c). Bench Trouble Analysis
 - (d). Trouble Shooting Analysis Chart
 - (e). Wave Forms
 - (f). Voltage Measurement
 - (g). Voltage Measurement Chart
 - (h). Alignment (interval and sequence sync.)
 - (8). Parts List (to include circuit and board designations, part types and class, power rating and component manufacturer)
 - (9). Electrical Interconnection Drawing
 - (10). Schematic
 - (11). Assembly drawings and a pictorial diagram showing physical locations and identification of each component.
 - b. The controller assembly, as itemized in the Proposal, shall operate as a complete assembly providing the specific operation.

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- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)

c. Controller Unit.

- (1) The controller unit shall be capable of being shelf-mounted and shall also be capable of being mounted in an EIA – 19 inch rack (multiples of 1.75 inch mounting centers).
- (2). The height of the controller shall not exceed 25 inches; the depth of the unit, including connectors, harnesses, and protrusions shall not exceed 14.5 inches. On rack-mounted units, the mounting flanges of the control unit shall be so placed that no protrusion shall exceed 11 inches to the rear and 3.5 inches to the front.
- (3). Means shall be provided on the front panel to provide pedestrian timing, minimum green timing, maximum green timing, minimum recall, maximum recall, and pedestrian recall.
- (4). Functional or phase operating circuits and their associated components shall be grouped in plug-in printed circuit assemblies. Similar assemblies shall be interchangeable between controllers.
 - (a). Phases with no actuation shall be automatically ignored or skipped.
 - (b). All phase modules of varying complexity shall be interchangeable between different controller units of the same manufacturer as well as between phase module recesses in any one controller unit. This interchangeability shall be accomplished without the need for wiring changes. In addition, all modules produced by the same manufacturer shall be interchangeable between two through eight phase controller units.
- (5). The controller assembly shall be capable of operating with radar, magnetic, loop, magnetometer, microwave, pressure or sonic detectors.

d. Special Equipment.

- (1). The design of all special equipment shall incorporate only those pins which have a predesignated function as per the connector assignments in the NEMA Publication TS 1-1989 and all subsequent revisions.

D. Functional Requirements.

- 1. No concurrent phases shall be provided for in the three or four phase controller unit, unless otherwise specified.

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2. Phase Programming.

- a. The two through eight phase controller unit shall be capable of the following phase programming:
 - (1). Single Ring - Two through eight phase
 - (2). Dual Ring - Two 4 phase rings
 - (3). Dual Entry or Single Entry (Programmable)
- b. The phasing of the controller unit shall be as specified in the sequence chart or intersection item sheet.
- c. All overlaps shall be accomplished in the controller unit with no external overlap logic or equipment.

E. Operational Requirements.

1. Operation Characteristics.

- a. The three phase controller unit shall be capable of two or three phase operation. The four phase controller unit shall be capable of two through four phase operation. The five through eight phase controller unit shall be capable of two through eight phase operation, each of which shall have a concurrent pedestrian phase. It shall be possible to omit any phase if no demand exists for it, or if certain control functions are activated from an external source. It shall also be capable of performing the functions mentioned in the following paragraphs by insertion of proper modules or external commands.
- b. The controller unit shall provide the features per phase as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- c. The controller unit shall provide the features per ring as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- d. The controller unit shall provide the features per unit as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- e. The two through eight phase module designation shall be as shown on the sequence chart or intersection item sheet.

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- f. The controller unit shall have an output circuit to control the flashing of the pedestrian signal during the pedestrian Walk interval and the pedestrian clearance Don't Walk interval. This circuit shall be programmable.
- g. Manual operation shall service all phases and intervals in sequence as programmed. The yellow and red intervals shall be timed independently of manual operation.
- h. All circuits shall be fully operational in the controller unit and shall be so designed and filtered that they may operate by conventional external means, including but not limited to manually operated switches, pushbuttons, control relays or solid state logic without requiring external filtering.

2. Controller Expansion

- a. In a five phase controller, phase modules for phases 6, 7 and 8 shall not be supplied. The resulting controller shall function in accordance with these requirements as if the phase modules for these phases were present but had no calls.
 - b. In a six phase controller, phase modules for phases 7 and 8 shall not be supplied. The resulting controller shall function in accordance with these requirements as if the phase modules for these phases were present but had no calls.
 - c. It shall be possible to expand a five phase or six phase controller by adding one or more phase modules without the necessity of any rewiring or addition to the controller unit frame.
3. Coordination. It shall be possible to use the controller unit for coordinated operation, without modifying it internally, by the simple addition of accessory equipment to the controller cabinet.
4. Vehicular Memory. A two position switch shall be located on the front of the controller unit to provide the following functions:
- a. Detector Memory. With the switch in the locking position and the associated phase in extension, yellow or red interval, vehicle actuations are registered the instant they are placed and remembered without the vehicle remaining in the detection area.
 - b. Non-Locking Memory. With the switch in the non-locking position, vehicle calls will not be remembered, nor shall the right-of-way be transferred if the vehicle leaves the detection area prior to the beginning of the opposing phase yellow interval or prior to the termination of the extension intervals of the opposing phase. The phase having the right-of-way shall go to, or return to the rest condition.

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5. Indicators. Indicators shall be as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
6. Thumbwheel, Toggle Switch or Keyboard Entry.
 - a. A recall switch shall be provided on the front panel for each phase module supplied under this specification.
 - b. All timing intervals shall be established by means of either a positive setting on a calibrated thumbwheel or toggle switch or by keyboard entry. Where thumbwheels or toggle switches are used, they shall be linearly calibrated in seconds and give a clear visual indication of the length of each interval; linear calibration shall be within 5 percent of full scale. Where keyboard entry is used, the parameter and parameter length shall be clearly displayed on a suitable digital display which shall be capable of being read in bright sunlight. The parameter designations shall be clearly marked on the front panel of the unit.
 - c. It shall be possible to omit the All Red interval of any phase by turning off the appropriate switch or entering the appropriate value by keyboard.

F. Phase Modules.

1. Each module shall be equipped with the switches and indicating lights as specified in NEMA Publication TS1-1989 and all subsequent revisions, to control the various intervals in the phase and to permit normal or automatic recall to the phase and to permit visual observation of the operation and timing of the phase. All phase modules will be interchangeable between two through eight phase controllers. Removal or absence of a phase module shall cause the controller unit to skip the missing phase. Modules of varying complexity shall be interchangeable between controller unit frames without any wiring changes.

Each phase module shall have a minimum of one phase per module but not to exceed two phases per module.

2. Phase modules shall be furnished for each individual movement on accordance with the sequence chart or intersection item sheet.

G. Interface Standards.

1. Interface standards shall be as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
2. All electrical connections into an out of the controller unit shall be through a

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multiterminal connector, as specified in NEMA Publication TS 1-1989 and all subsequent revisions. The connector shall be protected and rigidly fixed to the front panel of the controller unit.

3. The mating female connector with mating inserts and appropriate cable clamp, shall be attached to one end of a connecting cable, which shall be at least 4 feet long. The other end of the cable shall have labeled sleeves, each of which shall be fitted with a crimp spade terminal. Wire size 16 AWG stranded shall be used in the connecting cable.
4. All connector wiring shall be as specified in NEMA Publication TS 1-1989 and subsequent revisions.

H. Electrical Requirements.

1. All electrical requirements shall be in compliance with NEMA Publication TS 1-1989 and all subsequent revisions.
2. Electrical tests shall be performed by the manufacturer on all units supplied. Certified copies of the results shall be furnished to the Regional Traffic Engineer. All tests shall be in conformance with NEMA Publication TS 1-1989 and all subsequent revisions.

I. Components. No components shall be of such design, fabrication, nomenclature or other identification as to preclude the purchase of said component from any wholesale electronics distributor or from the component manufacturer.

J. Mechanical Requirements.

1. Metal Case. All equipment shall be enclosed in a metal case protected against corrosion. The case shall be designed to provide convenient access to the entire interior assembly and permit the removal of printed circuit boards or modules without the use of special tools.
2. Controller Unit.
 - a. The controller unit switches input/output connectors and other components required for the operations and adjustment of the controller unit shall be mounted on the front panels. All component parts and terminals shall be readily accessible when the phase modules are removed from the metal case for adjustments, testing or services. Circuit board extender cards or cables may be employed to facilitate testing. The controller unit shall be designed for placement on a shelf or an EIA 19 inch rack.
 - b. The controller unit frame shall be completely equipped and wired for a full complement of modules so that no additional hardware or wiring is required whether or not the controller unit frame is used with the maximum possible number

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of phases.

- c. All modules of unlike function shall be mechanically keyed and electrically interlocked to prevent insertion into the wrong opening causing a controller malfunction. Each phase and the phase module opening shall be identified as to the phase controlled.

3. Phase Modules

- a. Each phase module with variable program controls and associated circuitry shall be assembled on a removable plug-in chassis. The phase module shall be positively fastened to the frame by means of a captive nut and bolt arrangement but no special tools shall be required to remove or replace individual modules.
 - b. Modules shall be removable from the front.
 - c. To facilitate interchangeability, a guide or track shall be provided for each phase module.
4. Size. The overall dimensions of the controller unit shall be as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
5. Marking. The front panels of the controller unit shall be engraved or silk screened with the manufacturer's model number, serial number, module position, phasing, fuses, indicator lamps, switches, controls, etc., so that the operation of the controller unit shall be readily apparent.

K. Maintenance.

- 1. Equipment shall be designed for field maintenance (isolation of malfunction to particular modules or assemblies) by non-engineering personnel working under difficult conditions.
- 2. Test points shall be provided for checking essential voltages and wave forms and for injecting signals. All test points shall be readily accessible when equipment is opened in the service position.
- 3. The equipment shall be designed so that it can be easily installed and maintained. Fault location, accessibility and serviceability features which will lead to simplified maintenance shall be a prime consideration.

L. Cabinet Details.

- 1. Purpose. The purpose of this specification is to describe the minimum acceptable design requirement for the fabrication, wiring and installation of aluminum, weather tight traffic

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signal controller cabinets.

2. Cabinets.

- a. All equipment shall be housed within a weather proof outdoor mounted cabinet. The cabinet shall be clean cut in design and appearance and have minimum outside dimensions (not including handle or hinges) for the various size cabinets as follows:

SIZE	DEPTH	WIDTH	HEIGHT	APPLICATION
A	14 inches	14 inches	22 inches	Detectors, Flashers, etc.
B	14 inches	20 inches	32 inches	2 or 3 Phase Controller Assembly
C	22 inches	3 ft	4.5 ft	3 or 4 Phase Controller Assembly
D	22 inches	3 ft	6 ft	2-8 Phase Controller Assembly
E*	17 inches	20 inches	3.9 ft	2-8 Phase Controller Assembly

* Type E cabinets shall be mechanically identical on the outside to Model 170 microcomputer cabinets.

- b. Material. Sizes A, B, C, D and E shall be fabricated from No. 14 gauge aluminum or approved equal. Grinding, sanding or other appropriate means shall be used to effect a smooth surface. All non-aluminum parts shall be made of stainless steel.
- c. Door. The main door of all cabinets shall include substantially the full area of the front of the cabinet. All doors shall be reinforced on the inside in such a manner as to prevent warping. Two hinge lugs shall be integrally cast in the right side of the door in such a way that together with the stainless steel hinge pins, they shall provide proper mounting and operation of the door. A gasket bead shall be installed on the inside of the door, which together with the neoprene air-cored cabinet gasket, shall form a weather tight seal between the housing and the cabinet door.

The main door shall be equipped with a cylinder lock keyed for a number two corbin key, with a dust cover. An adjustable stainless steel striker plate shall be attached to the inside of the housing to insure positive locking. Size D cabinet shall be furnished with a three point positive locking door.

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- d. Police Door. Size B, C, D and E shall be furnished with full doors and an auxiliary door equipped with a lock for a police key. Neoprene gasketing and stainless steel hinge pins shall be provided.
- e. Mounting Hardware. Size A, B and E shall be furnished with mounting plates and other necessary hardware as specified in the Plans or Proposal to mount the cabinet on a pole. Sizes C and D shall be equipped with a base, anchor bolts and other necessary hardware for mounting the cabinet on a concrete foundation.
- f. Ventilation. Size A shall be furnished with suitable top and bottom vents. The top of the cabinet shall provide a threaded opening for the installation of a tee vent. The vents shall be designed to prohibit the entry of rain and insects. The vent assembly for the purpose of shipment shall be installed on the inside of the cabinet with the locking attachment on the outside and then reversed upon installation.

 Sizes B, C, D and E cabinets shall be equipped with a thermostatically controlled ventilation fan. The vent shall be designed to prohibit entry of rain, insects and foreign objects. The fan shall have a minimum rating of 123.5 cubic foot per minute. The thermostat shall be adjustable from 70°F to 160°F.
- g. Exterior Finish. All cabinets shall be painted with two coats of high quality aluminum paint over a suitable primer coat.
- h. Keys. Two keys for each cabinet lock shall be furnished.
- i. Interior Equipment. All cabinets shall contain a mounting table, sliding ways or other suitable support for a controller. Each cabinet shall contain no less than the following equipment:

<u>EQUIPMENT</u>	<u>CABINET</u>
Main Switch and Circuit Breaker	A,B,C,D,E
Main Switch, On-Off	B,C,D,E
*Automatic-Flash Switch	B,C,D,E
*Automatic-Manual Switch	B,C,D,E
*Signal Shut-Down Switch	B,C,D,E
Radio Interference Filter and Suppressor	A,B,C,D,E
Thyrector for Protection of Solid State Equipment	A,B,C,D,E
Solid State Flasher Type 1-20 AMP Single Circuit	B,C,D,E
Flasher Relay	B,C,D,E
*Manual Control Switch	B,C,D,E
Coordination Switch On-Off	B,C,D,E
Signal Lamp Terminals	B,C,D,E
Interconnection Terminals	A,B,C,D,E
Detector Terminals	A,B,C,D,E

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME (NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)

*These features shall be located on the Police Panel.

- (1). The circuit breaker shall be installed for operation in a vertical direction. An enclosure for this switch shall not be required.
- (2). All cabinets containing a flasher and other kinds of interrupting devices shall be equipped with a suitable radio interference suppressor installed at the circuit breaker [paragraph (1)]. The suppressor shall provide a minimum attenuation of 50 kilohertz to 75 megahertz. The suppressor shall be hermetically sealed in a substantial metal case, filled with a suitable insulation compound.

The suppressor terminals shall be nickel plated, 10-24 brass studs of sufficient external length to provide space for connection of two No. 8 AWG conductors and shall be so mounted that the terminals cannot be turned in the case. The suppressors shall be designed for operation on 30 amperes, 125 volts, 60 hertz, single phase operation and shall be approved by UL and EIA.

- (3). The gauge of all insulated wires between various parts and components of the cabinet shall be of adequate size. Where signal lamp currents are carried, the minimum wire size shall be No. 14 AWG.

All cabinet wiring where connected to terminal strips, flasher, relays, switches, radio interference suppressor, etc., shall be identified by the use of either insulated pre-printed sleeving slipped over the wire before attachment of the lug or making the connection or by the use of heat stenciled wire designations on the wire itself. Where numerical wire designations are used, an appropriate translating sheet shall be supplied with the controller.

All wires shall be cut to the proper length before assembly. No wires shall be doubled back to take up slack. Wires shall be neatly laced into cables with nylon lacing. Cables shall be secured with nylon cable clamps. The grounded side of the electric service shall be carried throughout the cabinet without a break.

The electrical connections between the controller unit and the terminal panel shall be made by MS type, female cable socket to enable the rapid exchange of the complete mechanism without disconnecting and reconnecting individual wires. All electrical connections in the cabinet, including relays, flashers, terminal strips, etc., shall have sufficient

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME (NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)

clearance between each terminal and cabinet to provide an adequate distance to prevent a leakage path or physical contact under stress. Where these distances cannot be maintained, barriers must be provided.

All equipment grounds shall run directly and independently to the ground buss. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinet. Terminal strips located within the cabinet shall be accessible to the extent that it shall not be necessary to remove the controller from the cabinet to make an inspection or connection. The right side of the cabinet shall have the detector terminals. The electric service connections shall be on the left side of the cabinet. The signal lamp circuit shall be located at the rear wall and interconnection wiring, where required, shall be to the right wall.

Terminal strips shall be of dual binder-head screw type. Signal lamp circuit terminals shall be marked for each controller phase with a subscript denoting the particular phase, in consecutive order as follows:

R1, A1, G1, DW1, W1, R2, A2, G2, etc.

Terminals shall also be provided for all other circuits for the controller specified, including but not limited to detector circuits, yield circuits, coordination circuits, etc.

A ground strip having a minimum of nine connections shall be provided and grounded to the cabinet. The grounding strip shall be fastened directly to the left cabinet wall.

- (4). Size B, C, D and E cabinets shall be furnished with a manual control grip switch and cord installed in the police door. The cord to be approximately a 6 foot length of coiled wire which retracts itself into a 1 foot length.
- (5). Size A, B and E Cabinet shall be provided with an area within the lower center portion of the left, rear and right walls for accessories and cable entrances. A 2 NPS or 3 NPS threaded aluminum conduit shall be installed in the field as a raceway for the signal light conductors.
- (6). A coordination switch shall be installed in the cabinet and wired into the coordination circuit. When in the OFF position, the coordination unit shall be disconnected and the controller shall operate freely without supervision by a yield circuit or background cycle.

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME (NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL TRAFFIC ACTUATED (NEMA)

- (7). The automatic flash switch shall extinguish all signal indications except the yellow on the major street and the red on the minor street or streets, which shall flash. The power supply to the controller is not to be affected and the controller will continue to function in a normal manner.

It shall be possible to disconnect the controller without interfering with the flash operation. One contact on the flash switch shall extinguish the AC plus voltage used to feed power to the pedestrian signals.

- (8). Two copies of the cabinet wiring diagram shall be supplied with each cabinet.

M. Details for Solid-State Load Switches.

1. Requirements.

- a. This specification defines the minimum detailed requirements applicable to solid-state load switches, including switching and monitoring of signal lights. The intent of this specification is to set forth the minimum acceptable electrical and mechanical design and operating requirements within which all equipment must operate satisfactorily and reliably and to detail the means by which equipment as a whole shall be tested to determine whether it shall so operate.
- b. The solid-state load switches shall be triple-signal load switches as specified in NEMA Publication TS 1-1989 and all subsequent revisions.
- c. The solid-state load switches shall be mounted external to the controller unit and shall be jack mounted in compliance with NEMA Publication TS 1-1989 and all subsequent revisions.
- d. Each solid-state load switch shall be furnished with three built in indicator lights for phase identification.
- e. No mechanical means shall be employed to mount the solid-state load switches, which shall prohibit the interchangeability between the manufacturers.

N. Details for Signal Conflict Monitor.

1. Requirements.

- a. Solid-state load switch assemblies shall be provided with means to prevent the illumination of conflicting green indications.

ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)

ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)

ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

- b. A signal conflict monitor unit shall be supplied for all solid-state load switches.
- c. This unit, when connected to the field terminals of the signal lights circuits, shall be capable of detecting simultaneously conflicting vehicle and/or pedestrian traffic signal lights. The monitor shall include both the positive and negative side of the AC sine wave supplied to the traffic signal light indicators.
- d. The conflict monitor upon sensing conflicting signals or unsatisfactory operation voltages shall cause the transfer of the signal to a flashing indication. The controller assembly shall be wired in such a manner as to provide flash transfer if the unit is removed from service.
- e. And in the event that such conflicting indications develops, the controller shall freeze in the condition that existed at the moment of conflict and shall remain frozen until reset by maintenance personnel. This shall be accomplished by having the monitor send to the controller a stop timing command.
- f. This unit when connected to the field terminals of the signal light circuit shall provide protection against conflicting signals resulting from controller failure, relay or solid-state load switch failure, short circuited field wiring etc.
- g. There shall be mounted on the front panel, a visual indicator to provide an indication when the equipment has operated to protect against a conflicting signal condition.
- h. The equipment shall also provide a front panel mounted reset pushbutton for restoration of normal operation. Provision shall also be provided for reset from a remote location through a ground command level.
- i. The signal conflict monitor shall meet all the requirements of NEMA Publication TS 1-1976 and all subsequent revisions.

O. Details for Solid-State Flasher and Flash Relay.

1. Requirements.

- a. A solid-state flasher, type 1-20 ampere-signal circuit, as described in NEMA Publication TS 1-1989 and all subsequent revisions, shall be furnished with the cabinet, size B, C and D, and shall produce between 50 and 60 flashes per minute with an on period of 50 +/- 5 percent. The flasher shall mate with a Cinch-Jones socket type S-406-SB or equivalent (as required by Part 8, Section TS1-8.2.2).
- b. The flashing output shall consist of one output rated at 20 amperes. The combined load connected to circuits 1 and 2 shall not exceed 20 amperes.

- ITEM 680.80370101 - CONTROLLER AND CABINET 2 PHASE FIXED TIME
(NEMA)
- ITEM 680.80370201 - CONTROLLER AND CABINET 2 PHASE SEMI TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370301 - CONTROLLER AND CABINET 2 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370401 - CONTROLLER AND CABINET 3 PHASE FULL TRAFFIC
ACTUATED (NEMA)
- ITEM 680.80370501 - CONTROLLER AND CABINET 4 THRU 8 PHASE FULL
TRAFFIC ACTUATED (NEMA)

- c. The flasher relay shall energize the solid-state flasher and transfer the signal light circuits from the controller unit to the flasher. The flasher relay shall have a plug-in mounting.

CONSTRUCTION DETAILS

Subsections 680-3.01, Equipment List and Drawings, 680-3.06, Work Sites, 680-3.07, Schedule of Work, 680-3.12, Grounding and 680-3.32, Tests, shall apply.

METHOD OF MEASUREMENT

Subsection 680-4.01, Each Unit, shall apply.

BASIS OF PAYMENT

Section 680-5 shall apply.

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

1.0 DESCRIPTION.

The purpose of this specification is to provide the minimum performance requirements for a Pedestrian LED Countdown Timer Module to be used in conjunction with Pedestrian Signal Indications. The unit will provide Pedestrians with numerical Pedestrian timing of the Pedestrian Clearance Interval. The unit will be connected in parallel with LED Pedestrian Signal Indications, Hand and Walking Person, and in series with the Model 200 switch packs controlling the LED Pedestrian Signal Indications.

This specification refers to definitions and practices described in “Vehicle Traffic Control Signal Heads” referred to in this document as “VTCSH.” and “Pedestrian Traffic Control Signal Indications”, referred to in this document as “PTCSI”, published in the *Equipment and Materials Standards of the Institute of Transportation Engineers*.

2.0 MATERIALS.

A. PHYSICAL AND MECHANICAL REQUIREMENTS

A.1 The countdown timer shall be designed to fit in the message bearing area of a 12 inch pedestrian traffic signal housing built to the PTCSI Standard.

The unit shall be a single, self-contained device, not requiring on-site assembly for installation into an existing traffic signal housing and not require special tools for installation. The timer module shall fit into Pedestrian Traffic Signal housings that are void of any incandescent lamp components - bulb sockets, gaskets, and reflector - and without the need to modify the housing. The module shall be sealed to provide a weather tight enclosure and an insulating covering for all electrical connections and electronic components. The unit shall fit securely in the housing and shall connect directly to existing electrical connections inside of the housing by means of push on type connectors.

A one piece “U” shaped cross section rubber gasket or other suitable means shall be provided with each module to insure a weather tight fit between the door of the signal housing and the module. The quality of gasketing supplied, and any method used to adhere the gasketing to the module if the gasketing is affixed to the module using adhesive, shall be such that the gasketing and adhesion technique shall not appreciably deteriorate over the life of the module when the module is used in its intended application.

The message bearing surface of the module shall be supplied with two numerical LED displays to display a count from “00” to “99”. These displays shall be a minimum 7 inches high and 3.75 inches wide. The display segments that comprise the numbers shall be approximately 0.5 inches wide and be formed by two or more rows of LED’s.

Materials used for the lens and signal module construction shall conform to ASTM specifications for those materials.

The lens of the LED countdown timer shall be polycarbonate UV stabilized and a minimum of 1/8" thick

Each module shall be identified on the back side with the following:

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

- Manufacturer's Trade Mark/Name
- Part number as shown in the NYS DOT's Transportation Management Equipment QPL
- Serial number
- Voltage rating
- Power consumption (Watts and Volt-Ampere)
- Each module shall have a sticker stating compliance to FCC Title 47 Subpart B, Section 15 regulations
- An Indication to orient the user to the Top of the Unit (such as an Arrow symbol or the word top)

A.2 Barcoding. All Modules shall be barcoded using Barcode type 128. Barcodes shall be printed on a quality polyester white label (Black print only) where the print on the label and adhesion of the label to the surface shall be weather, UV and temperature resistant. Size of the label shall be 0.5 inch wide by 1.75 inch long. All barcodes shall be printed entirely on the label and be completely legible. Text of the Barcode Information shall also be legibly printed on the label.

Information on the Barcode shall be separated into the following four parts, but printed continuously on the label in the order shown:

- Model Number - 2 Digits (Assigned Model Number for Pedestrian LED Countdown Timers is CT)
- Manufacturer - 2 Digits. Digits assigned by NYSDOT upon Product Qualification
- Date of Manufacture - 4 Digits. First two digits represents Month of Manufacture, Second two digits represent Year of Manufacture
- Serial Number - minimum 6 digits assigned, maximum 10 digits assigned

An example of the information printed on the barcode for a Pedestrian LED Countdown Timer built to these specifications manufactured in June of 2008 with a serial number of 018356 by a company whose manufacturers' code is XX would be CTXX0608018356.

Barcode labels, meeting the same requirements of the labels above, shall also be placed on the outside of all shipping boxes. Example: Should the shipping box contain six modules, individual barcode labels for all of the six modules inside the box shall be affixed to the outside of the box. The labels shall also be grouped together so that they can be easily and quickly scanned by a barcode reader.

A.3 The contractor shall provide the barcode ID numbers for all LED's installed. This information shall be provided in the form of an electronic file (Excel Spreadsheet) and summarized by intersection. Barcode IDs will be collected by one of the following methods selected by NYSDOT:

- 1) Scanning the bar codes of each module with a bar code scanner provided by NYSDOT for use on this project only. The information will be downloaded to a spreadsheet.
- 2) Manually entering the bar code IDs of each module into an electronic spreadsheet.

This information shall be provided to the EIC on a weekly basis. The cost for this work shall be included

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

in the bid price for various LED modules.

B. ENVIRONMENTAL REQUIREMENTS

B.1 The Countdown Timer signal module shall be rated for use in the ambient temperature range of -40 deg F to +165 deg F. The module shall be sealed to prevent dust and moisture intrusion and to protect all internal LED and electrical components. The module shall be capable of operating at rated voltage in an environment of +74 degrees Centigrade / 85% Relative Humidity for 1000 hours without the formation of internal condensing moisture.

C. OPTICAL REQUIREMENTS

C.1 The measured chromaticity coordinates of the individual led light sources used in the module shall conform to the chromaticity requirements of the Pedestrian “Hand” symbol of the PTCSI standard.

C.2 The module shall be designed so that when operated over the specified ambient temperature and voltage ranges during the warranty period of the unit, the numeric display shall attract the attention of, and be readable to, a viewer (both day and night) at all distances from 3 m to the full width of the area to be crossed.

C.3 To minimize luminous degradation over the life of the unit, the individual led light sources used in the unit shall be manufactured using AlInGaP technology or equal.

C.4 Variations in operating line voltage of between 80 and 135 volts rms shall have minimal effect, less than +/- 10 percent, on the luminous output of the module.

D. OPERATIONAL REQUIREMENTS

D.1 The module will be designed to countdown to zero only the “Clearance” time of the Pedestrian Interval. During the Steady Don’t Walk Indication the display will always be dark.

D.2 The module, when connected to the appropriate Pedestrian switch pack outputs, shall have an automatic learn mode in order to learn and store the Pedestrian clearance times in its memory and to self-adjust for subsequent changes in Pedestrian Clearance time.

D.2.1 Following power restoration to the unit after a power outage of greater than two seconds the unit will remain dark for one pedestrian cycle to learn, acquire the current pedestrian clearance timing, replace any values that were stored in memory prior to the power outage with the newly acquired values and display the newly acquired times on the next pedestrian cycle.

D.2.2 The unit shall detect changes in pedestrian clearance timing during normal operation and act upon them as described below:

D.2.2.1 The unit will automatically re-program itself should it detect any increase in Pedestrian clearance timing. The increased timing shall be displayed on the subsequent pedestrian cycle.

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D.2.2.2 The unit will detect any reductions in pedestrian clearance timing (such as those occurring during a traffic Preemption cycle) and display on the subsequent pedestrian cycle the timing stored in its memory prior to the shortened pedestrian cycle.

D.2.2.3 The unit will re-program itself should it detect two consecutive identical shortened pedestrian clearance cycles and display this timing on the next pedestrian cycle.

D.3 The unit shall be designed to suspend any timing and go dark when, for any reason, the timing of the Ped Clearance cycle is terminated before reaching the “zero” count and the clearance switchpack output reverts to a steady “On” condition.

D.4 The unit shall be capable of timing consecutive complete Pedestrian cycles outputted by the traffic control system.

D.5 The unit shall be designed to retain the Pedestrian timing stored in its memory for all power outages of less than one second and to continue timing of the Pedestrian timing if the traffic control system has resumed Pedestrian timing following this duration outage. For outages of between one and two seconds memory may or may not be retained. For all power outages greater than two seconds the unit will resume operation as described in Paragraph 4.2.

E. ELECTRICAL

E.1 All wiring shall meet the requirements of Section 13.02 Wiring of the VTCSH standard. Each wire shall be approximately 1 m long. All wiring shall be rated for use over the temperature range of -40 deg F to +165 deg F. Under normal handling of the module over the specified temperature range, the wiring insulation shall not crack or fray along its entire length. The wires of the module shall be terminated in insulated 0.250 inch female quick disconnect push on terminals.

Units shall be supplied with three colored coded wires as defined below:

Red (Connection to Pedestrian Hand Switch pack output), Brown (Connection to Pedestrian Man Switch pack output) & White (AC Neutral)

E.2 The module shall operate with 603 Hz AC line voltage ranging from 80 volts to 135 volts rms. The circuitry shall prevent flicker over this voltage range. Rated voltage for all optical and power measurements shall be 1203 volts rms.

E.3 The on-board circuitry of the module shall include voltage surge protection, to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.8, NEMA Standard TS 2-2003.

E.4 Each module shall be designed so that the timer and displays do not function when connected to any voltage between 80 and 135 volts rms and in series with an impedance of 15 kohm (either resistive or capacitive) or greater.

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E.5 The individual LED light sources of the unit shall be wired so that a catastrophic failure of one LED light source will not result in the loss of illumination of more than one display segment.

E.6 All modules shall contain filtering dedicated to prevent inducing electronic noise into the AC power lines. In addition the module and associated on-board circuitry shall meet the requirements of the Federal Communication Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise by Class A digital devices.

E.7 All Modules shall be fused. The fuse shall be located before any electronic component used in the module and placed in series with the colored wire of the unit. Should fusing be external to the unit by placing inline fuse holders into the wiring of the unit, the fuse holder shall be installed so that it is between six to ten inches from the housing of the unit. Each individual circuit in the unit shall be fused separately. Fuse selection shall be such that it provides reliable operation for its intended operation.

E.8 All unit types shall be operationally compatible with the traffic signal equipment that each type is designed and intended to interface with. This equipment includes all controllers, conflict monitors, current monitors, switch packs and flashers and LED Signal Modules currently in use by the New York State Department of Transportation.

E.9 Power Requirements. The maximum power consumption of each circuit in the unit, when on, shall not exceed 10 Watts at rated voltage.

F. PERFORMANCE TESTS

F.1 Prior to shipment, each module shall be energized (burned-in), for a minimum of 24 hours, at rated voltage, and at a 100 percent on-time duty cycle. This test shall be conducted in an ambient temperature of 60 degrees Centigrade. Any failure of the module occurring during burn-in shall be cause for rejection

F.2 Each timer module shall be visually inspected for any exterior physical damage or assembly anomalies. Careful attention shall be paid to the surface of the lens to ensure there are no scratches (abrasions), cracks, chips, discoloration, or other defects.

F.3 Each shipment from the manufacturer shall be furnished with a Certificate of Compliance. The certificate shall certify that the modules comply with the requirements of these specifications. The certificate shall include the signature of the person responsible for certifying the tests. In addition to the certificate, the modules shall be supplied with copies of all applicable test reports.

G. SAMPLE SUBMISSION

Low bidder(s) may be required to submit a sample unit. In the event that a sample is required, it shall be provided within ten (10) working days of receipt of the request. Each device submitted shall be accompanied by five copies of the complete circuit schematic for the unit, one standard catalog cut and one manufacturers specification sheet for the individual LED light sources used in the unit.

Documentation shall also be provided describing the techniques used to ensure the units will satisfy the luminous intensity requirements over the life of the warranty. This documentation may include items such as the description of circuitry incorporated in the module needed to meet this requirement or literature from the LED manufacturer describing the expected degradation of luminous intensity of the individual

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

LED light sources used in the fabrication of the module over the life of the unit and operating temperature range.

3.0 CONSTRUCTION DETAILS

The contractor shall install the Pedestrian Count-Down Timer Module in new or existing traffic signal heads as shown on the plans or as ordered by the engineer. Unless otherwise waived, the Contractor shall submit to the Regional Director within 30 days following the award of contract, detailed specifications and catalog cuts of the equipment he proposes to install.

4.0 METHOD OF MEASUREMENT

This item will be measured for payment as the number of Pedestrian Count-Down Timer Modules furnished, installed in accordance with the contract documents or as ordered by the Engineer.

5.0 BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, material, and equipment necessary to complete the work as shown on the plans, on the standard sheets, or as ordered by the Engineer. The cost of the pedestrian signal heads shall be paid for under their respective items.

**ITEM 680.82210210 – RECTANGULAR RAPID FLASHING BEACON (RRFB)
ELECTRIC-POWERED WITHOUT BREAKAWAY
TRANSFORMER BASE.**

1.0 Description

This work shall consist of furnishing and installing electrical powered rectangular rapid flashing beacons (RRFB), at the locations indicated on the plans or where directed by the Engineer. All work shall be in accordance with NYSDOT Standard Specifications and as shown on the plans and in the special note for these item numbers.

2.0 General requirements

- 2.1 Each RRFB shall consist of two rapidly and alternately flashed rectangular yellow indications having LED array based pulsing light sources, and shall be designed, located, and operated with the detailed requirements specified on the plans.
- 2.2 Each RRFB shall be a complete assembly, consisting of supporting structure (pole, sign supports), indications, signage, and electrical components (wiring, solid-state circuit boards, etc).

3.0 Functional requirements

- 3.1 Each RRFB shall require electric power supplied by local power company.
- 3.2 Each RRFB shall be activated by push button.
- 3.3 Each RRFB shall be ADA compliant.
- 3.4 The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation after a predetermined time limit (based on MUTCD procedures) or after the pedestrian clears the crosswalk.
- 3.5 A small light directed at, and visible to, pedestrians in the crosswalk shall be installed integral to the RRFB to give confirmation that the RRFB is in operation.
- 3.6 When activated, the RRFB indications shall flash in a rapidly alternating “wig-wag” flashing sequence (left light on, then right light on).
- 3.7 Each of the RRFB’s indications shall have 70 to 80 periods of flashing per minute.

4.0 Mechanical construction requirements

- 4.1 Each RRFB indication shall be a minimum size of approximately 5” wide x 2” high.
- 4.2 The two RRFB indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7” measured from inside edge of one indication to inside edge of second indication.
- 4.3 The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the RRFB.
- 4.4 The light intensity of the RRFB’s indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard 1595

**ITEM 680.82210210 – RECTANGULAR RAPID FLASHING BEACON (RRFB)
ELECTRIC-POWERED WITHOUT BREAKAWAY
TRANSFORMER BASE.**

(Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.

- 4.5 The supporting structure of the RRFB (post, sign holders, etc) shall be constructed of manufactured aluminum embodiments and powder coated.
- 4.6 Each RRFB to be supplied with all required hardware to install assembly.

5.0 Environmental operations

- 5.1 The pushbutton shall be capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).

6.0 Construction details

- 6.1 Section 680-3.13 of the NYSDOT Standard Specifications shall apply.

7.0 Method of measurement

- 7.1 Section 680-4.01 of the NYSDOT Standard Specifications shall apply.
- 7.2 This work shall be measured as the number of RRFBs furnished and installed in accordance with the Contract Documents, or as directed by the Engineer.

8.0 Basis of payment

- 8.1 Section 680-5.06 of the NYSDOT Standard Specifications shall apply.
- 8.2 The unit price of each RRFB shall include the cost of all labor, material, and equipment necessary to complete the work.

ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS

DESCRIPTION

The Contractor shall furnish and install electric meter sockets for traffic signal installations where shown on the plans or where directed by the Engineer.

MATERIALS

All materials shall be approved by the local utility company.

The electric meter socket shall be a 100 ampere, 2- wire, 120 volt, 4-terminal ringless style, lay-in type with line and load connectors rated for a maximum #2 AWG wire size with option for lever operated bypass switch. The meter socket shall be wired as shown in Figure No. 1.

The socket shall be equipped with a bracket for vertical mounting on a curved pole surface. The bracket shall be made of 1/16 inch aluminum with a reinforced mounting bar and having equipment mounting slots 1/4" x 5/8" on 4 inch centers.

CONSTRUCTION DETAILS

The electric meter socket shall be attached to the signal pole with four 1/4" stainless steel bolts drilled and tapped into the signal pole. The meter socket and mounting bracket shall be installed such that they are located away from the vehicular traffic flow, and at a height of approximately 5 feet above the surrounding ground.

Grounding shall be accomplished by running a continuous #4 AWG bare stranded copper wire as follows: the ground wire shall be run from the ground terminal of the meter socket to the ground bus of the raintight disconnect box, then to the ground bus of the signal cabinet, and then to a 5/8" x 10' ground rod. The ground rod shall be installed in a pullbox or ground well located a minimum of 3 feet from the center of the pole.

Typical overhead and underground electric service details are attached.

METHOD OF MEASUREMENT

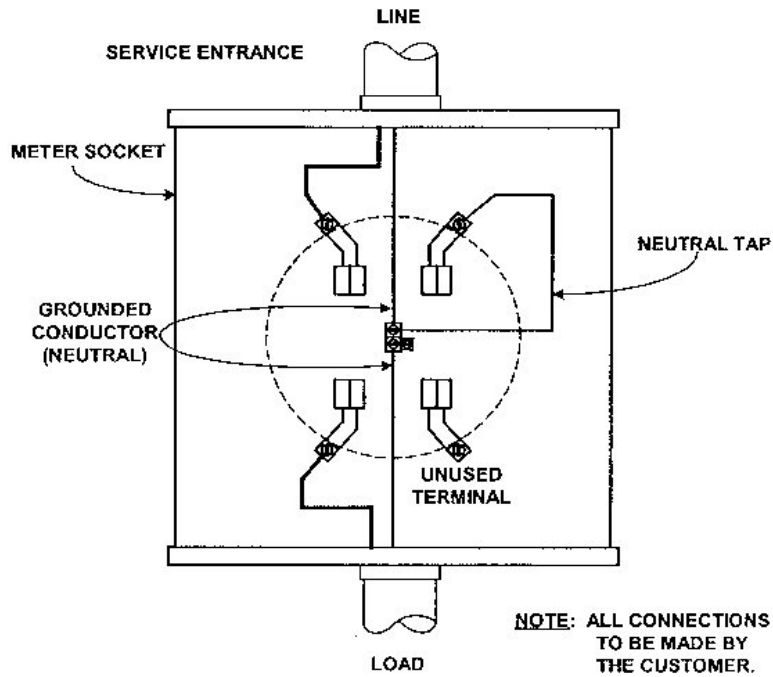
This work will be measured as the number of meter sockets installed.

BASIS OF PAYMENT

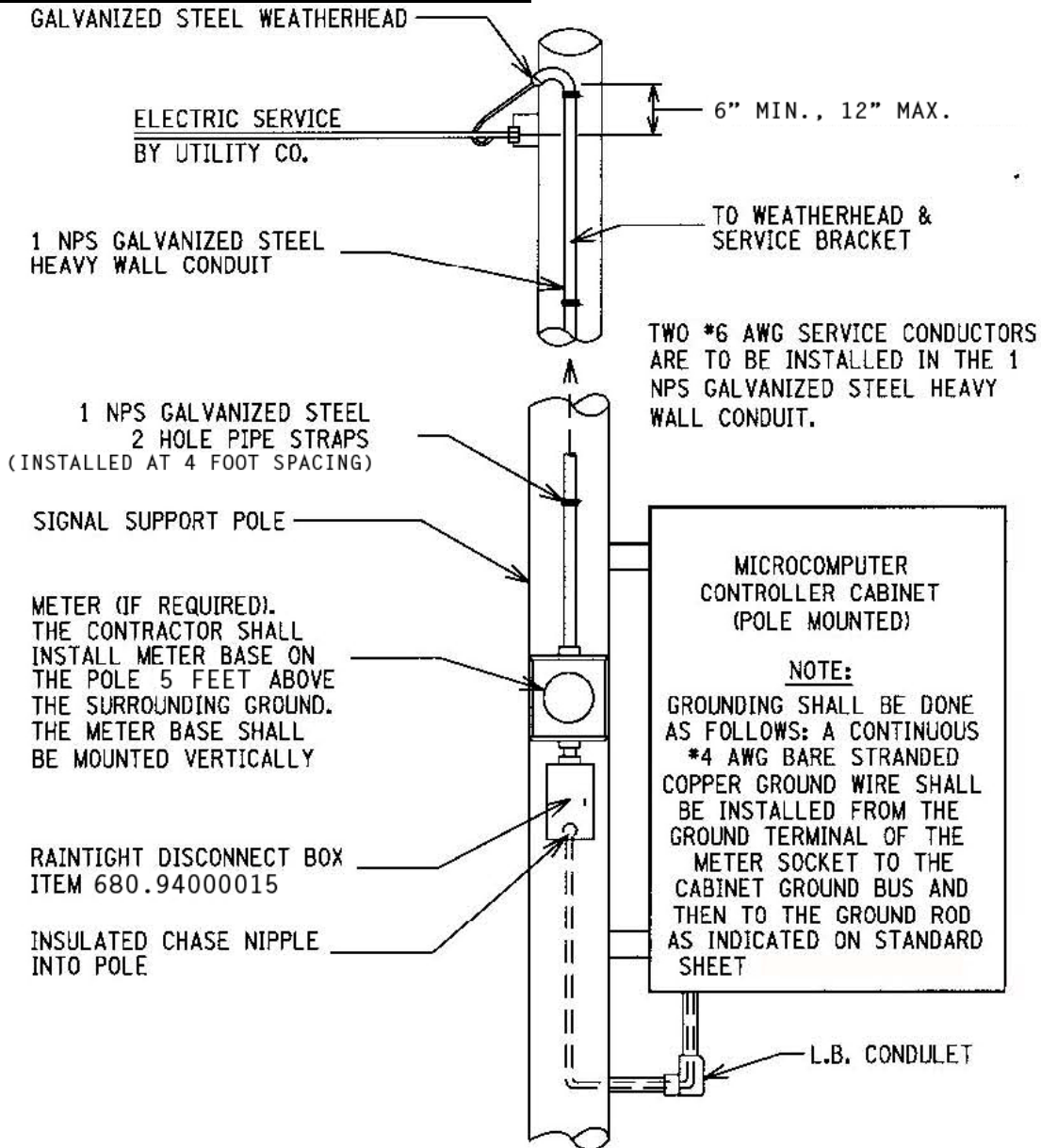
The unit price bid for this item shall include the cost of furnishing all labor, material and equipment necessary to complete the work. The 1 NPS diameter galvanized steel conduit with galvanized 2 hole pipe straps and galvanized weatherhead, and the raintight disconnect box (to be attached to the meter socket and the signal pole in order to install the service cable) shall be paid for under their respective items.

ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS

Figure No. 1: Typical One Meter Socket Installation Single-phase, 100 Ampere rated, 2 wire, 120 volts only, 4 terminal 3kVA Maximum Demand



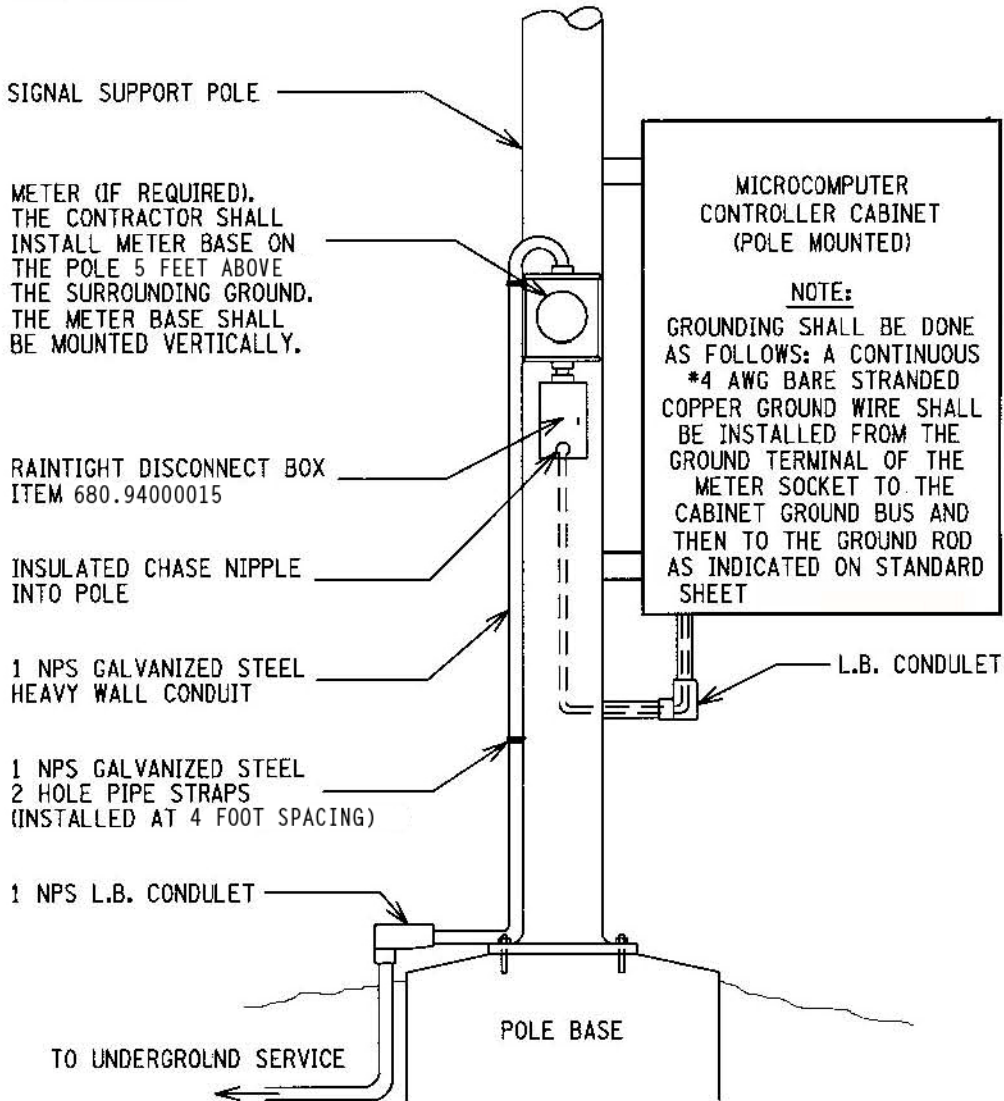
ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS



**OVERHEAD ELECTRIC SERVICE DETAIL
(POLE MOUNTED CABINET)**

ITEM 680.90920001 - ELECTRIC METER SOCKET, 100 AMPERE, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS

TWO #6 AWG SERVICE CONDUCTORS ARE TO BE INSTALLED IN THE 1 NPS GALVANIZED STEEL HEAVY WALL CONDUIT.



UNDERGROUND ELECTRIC SERVICE DETAIL
(POLE MOUNTED CABINET)
(NOT TO SCALE)

ITEM 680.95010415 - SERVICE CABLE 1 CONDUCTOR, NO. 04 AWG
ITEM 680.95010615 - SERVICE CABLE 1 CONDUCTOR, NO. 06 AWG
ITEM 680.95010815 - SERVICE CABLE 1 CONDUCTOR, NO. 08 AWG
ITEM 680.95011015 - SERVICE CABLE 1 CONDUCTOR, NO. 10 AWG
ITEM 680.95020415 - SERVICE CABLE 2 CONDUCTOR, NO. 04 AWG
ITEM 680.95020615 - SERVICE CABLE 2 CONDUCTOR, NO. 06 AWG
ITEM 680.95020815 - SERVICE CABLE 2 CONDUCTOR, NO. 08 AWG
ITEM 680.95021015 - SERVICE CABLE 2 CONDUCTOR, NO. 10 AWG

Description. Under this item the Contractor shall furnish and install in a raceway or conduit service entrance cable which is suitable for wet or dry locations at the location indicated on the plans and as directed by the Engineer. This cable will transmit current from the power source to the signal controller cabinet.

Material. The cable shall conform to the requirements for service entrance cable of the National Electrical Code and be Underwriters Laboratory approved. The cable shall be rated for 600 volt service and the conductors shall be stranded copper wire or as specified in the contract documents.

Construction Details. Service cable shall be installed in accordance with Details: the contract documents and as directed by the Engineer. A sufficient length of cable, not less than 24 inches, shall be left at the end of the run to allow for the tap to be made by the utility company at the power source entrance. The Contractor shall make all connections at the fused disconnect and the ground bar in the signal controller cabinet.

Method of Measurement. Service cable will be measured as the number of linear feet actually installed in accordance with the contract documents or as directed by the engineer.

Basis Of Payment. The unit price bid per linear foot shall include the cost of all materials, labor, connections, incidental fittings, equipment, tools, and all necessary tests to complete the installation.

Item 680.935001SA - Spread Spectrum Wireless Traffic Control

Description

Under this item the Contractor shall furnish and install spread spectrum wireless traffic control units at locations shown on the plans and as ordered by the Engineer.

Materials

General Electric, Microwave Data Systems.
Model: GE MDS TransNET 900 902-928 MHz Frequency
Hopping Spread Spectrum Transceiver.

Additional Optional Equipment Required

AC Power Adapter, MDS Part #: 01-3682A02.
Service. UL approved.
Input: 120/220 Vac
Output: 12 Vdc @ 500 mA (20 Watts).

Construction Detail

The spread spectrum, frequency-hopping radio module is a duplex RF transmitter/ receiver capable of operating in the 902-928 MHz frequencies. The module provides wireless traffic control communication between the local traffic controllers and the master controller.

Accessories Requirements

1. All installation, operation and maintenance manuals shall be supplied for the spread spectrum radio module.
2. Firmware shall be provided for the programming and configuration of the spread spectrum radio module.
3. The City shall provide application specific data cable.
4. The City shall perform Programming and configuration of the spread spectrum radio module.

Method of Measurement

The quantity to be paid will be the number of wireless spread spectrum traffic control units installed in accordance with the plans, specifications, and orders of the Engineer.

Basis of Payment

The unit price for each spread spectrum wireless traffic control unit installed shall include the cost of all labor, materials, testing, and equipment necessary to install and make operational the spread spectrum wireless traffic control unit.

Item 680.935002SA - Directional Yagi Antenna For Spread Spectrum Wireless Traffic control

Description

Under this item the Contractor shall furnish and install directional yagi antenna for spread spectrum wireless traffic control units at locations as shown on the plans and as ordered by the Engineer.

Materials

MDS Clear Wave Yagi Antenna,

<u>Part#</u>	<u>Frequency (MHz)</u>	<u>Gain (dBd)</u>	<u>#of Elements</u>	<u>Antenna Connector</u>
97-3194-A14	902-960	10	6	Standard N Female

Construction Details

Wireless traffic control systems require the use of antennas for communication between the Local Traffic Controllers and Master Controller.

Method of Measurement

The quantity to be paid will be the number of directional yagi antennas for spread spectrum wireless traffic control units installed in accordance with the plans, specifications, and orders of the engineer.

Basis of Payment

The unit price for each directional yagi antenna for spread spectrum wireless traffic control unit installed shall include the cost of all labor, materials, testing, and equipment necessary to install and make operational the spread spectrum wireless traffic control unit.

Item 680.935003SA - Remote Antenna Cable For Spread Spectrum Wireless Traffic control

Description

Under this item the Contractor shall furnish and install remote antenna cable for spread spectrum wireless traffic control units at locations shown on the plans and as ordered by the Engineer.

Materials

Andrew Heliac R coaxial cable Model # LDF4-50A *W**

Construction Details

Wireless traffic control systems require the use of remote antenna cable for transporting of radio signal between the spread spectrum wireless traffic control and antenna.

Method of Measurement

The quantity to be paid will be the number of feet of remote antenna cable for spread spectrum wireless traffic control units installed in accordance with the plans, specifications, and orders of the engineer.

Basis of Payment

The unit price per foot for each remote antenna cable for spread spectrum wireless traffic control units installed shall include the cost of all labor, materials, testing, and equipment necessary to install and make operational the spread spectrum wireless traffic control unit.

Item 680.935004SA -Remote Antenna Cable Installation Hardware Kit For Spread Spectrum Wireless Traffic Control

Description

Under this item the Contractor shall furnish and install remote antenna cable installation hardware kits for spread spectrum wireless traffic control units at locations shown on the plans and as ordered by the Engineer.

Materials

RITEC Enterprises
Antenna Cable Installation Kit
Part#03-2575A01
Kit Components

Quantity	Manufacture, model, part no.
1 each	Andrew F1 A-PNMNM-3, 3-foot cable
1 each	Andrew type SGL4-06B2 Sureground LDF4 Grounding Kit, with 2 holes factory attached lug.
1 each	RF Industries model number RFT-1234, N female to TNC male straight adapter.
1 each	Polyphaser model number JS-B50LN-C2. Polyphaser 125-1000MHz general coverage, 50,000 amps, surge suppressor.
1 each	Andrew type 221213 Connector weatherproofing kit.
2 each	1/2" L4PNM-RC, ring flare N male Coaxial cable connector.

Construction Details

Wireless traffic control systems require the use of antenna cable installation hardware for the connection and protection of the remote antenna cable for transporting of radio signal between the spread spectrum wireless traffic control and antenna.

Method of Measurement

The quantity to be paid will be the number of remote antenna cable installation hardware kits for spread spectrum wireless traffic control units installed in accordance with the plans, specifications, and orders of the engineer.

Basis of Payment

The unit price for each remote antenna cable installation hardware kit for spread spectrum wireless traffic control unit installed shall include the cost of all labor, materials, testing, and equipment necessary to install and make operational the spread spectrum wireless traffi