

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
CONTRACT NO. 1
REPLACEMENT OF WEST ROAD CULVERTS
OVER MILL CREEK AND MILL CREEK TRIBUTARY

TOWN OF TURIN
LEWIS COUNTY, NEW YORK

COUNTY HIGHWAY SUPERINTENDENT
TIMOTHY HUNT

APRIL 2023

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LIVERPOOL, NEW YORK 13088



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SUBMITTED IN ACCORDANCE WITH THE HIGHWAY
LAW AND STANDARD SPECIFICATIONS OFFICIALLY
FINALIZED AND ADOPTED ON JANUARY 1, 2023
AS POSTED ON THE NEW YORK STATE
DEPARTMENT OF TRANSPORTATION WEBSITE.

TABLE OF CONTENTS

for

**CONTRACT NO. 1
REPLACEMENT OF WEST ROAD CULVERTS
OVER MILL CREEK AND MILL CREEK TRIBUTARY**

ADDENDA, if any, as identified in Section 00100

SECTION 00020 ADVERTISEMENT FOR BIDS

DIVISION 00[1] BIDDING & CONTRACT REQUIREMENTS

SECTION 00100 INFORMATION FOR BIDDERS

- 01 Location of the Work
- 02 Description of the Work
- 03 Commencement and Completion of the Work
- 04 Collateral Work and Conditions of Work
- 05 Receipt & Opening of Bids
- 06 Informalities, Waivers and Withdrawals
- 07 Bid Preparation
- 08 Addenda and Interpretations
- 09 Qualifications of Bidders
- 10 Obligations of Bidders
- 11 Bid Security
- 12 Liquidated Damages for Failure to Execute Contract
- 13 Discrepancy in Bids
- 14 Lowest Bidder
- 15 Award of Contract

SECTION 00150 LABOR AND EMPLOYMENT

- 01 General
- 02 Posting Minimum Wage Rates & Keeping Records
- 03 Non-Discrimination and Labor Practices
- 04 Legal Day's Work
- 05 Wage Rates
- 06 Verification of Amounts Due for Wages and Supplements
- 07 Minimum Rates

TABLE OF CONTENTS

SECTION 00160	ADDITIONAL INSTRUCTIONS
-01	Borings and Subsurface Data
-02	Preconstruction Conference
-03	Power of Attorney
-04	Laws and Regulations
-05	Non-Collusive Bidding Certification
-06	Iranian Energy Sector Divestment Certification
-07	Prevention of Sexual Harassment Compliance
-08	Changes and Amplifications to General Conditions
-09	Estimated Quantities
-10	Contract Drawings
-11	Specifications for Contract
-12	Special Conditions
-13	Payroll Records
-14	Permits
-15	Utility Coordination
-16	Work Zone Traffic Control

DIVISION 00[3 & 4] BIDDING & CONTRACT REQUIREMENTS

SECTION 00301	BIDDER'S CHECKLIST
SECTION 00370	BID PRICES
SECTION 00373	IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION
SECTION 00376	BIDDER'S STATEMENT ON SEXUAL HARASSMENT
SECTION 00480	NON-COLLUSIVE BIDDING CERTIFICATION
SECTION 00481	STATEMENT OF SURETY'S INTENT
SECTION 00499	BID SECURITY

DIVISION 00[5 & 6] BIDDING & CONTRACT REQUIREMENTS

SECTION 00570	AGREEMENT
SECTION 00610	PERFORMANCE BOND
SECTION 00620	LABOR & MATERIALS PAYMENT BOND
SECTION 00650	CERTIFICATE OF INSURANCE

DIVISION 00[7] GENERAL CONDITIONS

SECTION 00750	DEFINITIONS OF WORDS & TERMINOLOGY
-01	Definitions of Words and Terms
-02	References to Other Specifications and Codes
SECTION 00751	POWERS & DUTIES OF ENGINEER
-01	Responsibility of the Engineer
-02	Inspection of Work
-03	No Waiver of Rights
SECTION 00752	INSURANCE, SECURITIES & GUARANTEES
-01	Guarantees, Performance Bonds, Labor and Materials Payment Bonds and Guarantees
-02	Additional Security
-03	Contractor's Insurance

TABLE OF CONTENTS

SECTION 00753 STATUS OF CONTRACTOR

- 01 Representations of Contractor
- 02 Address of Contractor
- 03 Patents
- 04 Contractor's Obligations
- 05 Liability for Injuries or Damage
- 06 General Indemnification
- 07 Contractor's Claim for Disputed Work
- 08 No Claims Against Individuals
- 09 Contractor's Title to Materials
- 10 Title to Old Materials

SECTION 00754 CONTRACTOR'S ORGANIZATION & STAFF

- 01 Superintendents, Foremen & Agents
- 02 Competency & Character of Employees
- 03 Contractor's Field Office

SECTION 00755 PERMITS, TAXES, ACCESS, OTHER CONTRACTS

- 01 Laws, Regulations & Permits
- 02 Required Legal Provisions Deemed Included
- 03 Unlawful Requirements Deemed Excluded
- 04 Taxes
- 05 Access to Work and Contractor's Records

SECTION 00756 TIME ELEMENTS

- 01 Commencement & Completion
- 02 Time of Essence
- 03 Progress
- 04 Approved Work Schedules
- 05 Work Suspension
- 06 Time Extensions
- 07 Engineering and Inspection Charges
- 08 Per Diem Charges for Delay

SECTION 00757 CHANGES IN THE WORK

- 01 Right to Alter Contract
- 02 Minor Changes
- 03 Change Orders & Payment or Credit Therefor
- 04 Correction of Work
- 05 Emergency Powers Unimpaired

SECTION 00758 ASSIGNMENT & SUBCONTRACTS

- 01 Subcontracts
- 02 Limit of Subcontracts Value
- 03 Assignment
- 04 Payment

TABLE OF CONTENTS

SECTION 00759 PAYMENTS

- 01 Estimated Quantities
- 02 Prices All-Inclusive
- 03 Lump Sum Prices
- 04 Unit Prices
- 05 Monthly Estimates and Payments
- 06 Withdrawal of Retained Percentage
- 07 Owner's Right to Withhold Payments
- 08 Inspection at Substantial Completion
- 09 Certificate of Substantial Completion
- 10 Payment at Substantial Completion
- 11 Final Payment
- 12 Acceptance of Final Payment
- 13 Guarantee Inspection
- 14 Acceptance of Portions of the Work
- 15 Repair or Replacement of Damaged, Defective or Faulty Work
- 16 Payment to Sub-contractors by Contractor

SECTION 00760 CONTRACT TERMINATION

- 01 Owner's Right to Stop Work or Terminate Contract
- 02 Contractor's Right to Stop Work or Terminate Contract
- 03 Other Termination Provisions

SECTION 00761 DESCRIPTION & DELINEATION OF THE WORK

- 01 Intent of Plans and Specifications
- 02 Interpretation of Plans & Specifications
- 03 Contract Drawings
- 04 Additional or Supplemental Drawings

DIVISION 01 GENERAL REQUIREMENTS

SECTION 01012 COLLATERAL WORK

- 01 Collateral Work

SECTION 01015 CONTRACTOR USE OF PREMISES

- 01 Area Available for Contractor's Use
- 02 Travel Not Obstructed
- 03 Cleaning Up

SECTION 01019 SITE CONDITIONS

- 01 Pre-Bid Inspection & Examination
- 02 Borings
- 03 Protection of Existing Structures
- 04 Existing Structures Below Ground
- 05 Abandoned Structures
- 06 Latent Sub-surface Conditions
- 07 Adjustment or Changes of Existing Structures
- 08 Maintenance and Restoration of Service
- 09 Poles & Posts On Site
- 10 Notification of Other Parties

TABLE OF CONTENTS

SECTION 01051	LAYOUT OF WORK
-01	Information Provided by Engineer
-02	Services Provided by Contractor
-03	Obligations of the Contractor
-04	Lines, Grades and Elevations
-05	Masonry Chases, Openings and Inserts
-06	Payment for Layout of Work
SECTION 01064	SAFETY AND HEALTH
-01	Safety and Health Regulations
-02	Safety and First Aid
-03	Dust Hazards
SECTION 01340	SUBMITTALS
-01	Drawings Furnished by the Contractor
-02	Transmittal, Identification and Resubmittal
-03	Delay Through Tardy Submittal
-04	Contractor Responsible for Accuracy
-05	Additional Instructions
-06	Drawings to be Checked by Contractor
-07	Substitutes and “Or-Equal” Items
-08	Additional Engineering Costs
SECTION 01506	WORK UNDER UNUSUAL CONDITIONS
-01	Work After Dark
-02	Work on Sundays or Holidays
-03	Work in Storms
-04	Work in Cold Weather
SECTION 01510	SERVICES DURING CONSTRUCTION
-01	Sanitary Facilities
-02	Water
-03	Temporary Heat
-04	Temporary Electric Light and Power
-05	Payment for Services During Construction
SECTION 01568	EROSION AND SEDIMENT CONTROL
-01	General
-02	Control Schedule
-03	Control Measures
-04	Payment
SECTION 01577	MAINTENANCE OF TRAFFIC
-01	General
-02	Travel Not Obstructed During Excavation
-03	Basic Maintenance and Protection of Traffic
-04	Payment

TABLE OF CONTENTS

SECTION 01580	PROJECT SIGN
-01	General
-02	Sign Panel
-03	Painting
-04	Miscellaneous
-05	Payment
SECTION 01590	ENGINEER'S FIELD OFFICE TRAILER
-01	Description
-02	Facilities to be Provided
-03	Location
-04	Payment
SECTION 01640	MATERIALS, EQUIPMENT AND WORKMANSHIP
-01	Materials and Workmanship - General Requirements
-02	Samples, Tests and Inspections
-03	Removal of Finished Work for Inspection
-04	Field Tests
-05	Manufacturers and Suppliers
-06	Experience and Equivalent Clauses
-07	Installation of Equipment
-08	Tools, Accessories and Manuals
-09	Care and Protection of the Work
-10	Absence of Engineer

TABLE OF CONTENTS

MATERIAL AND PERFORMANCE (TECHNICAL) SPECIFICATIONS

DIVISION 02 – DIVISION 16

ITEM

595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE
603.64200815	PRECAST CONCRETE BOX CULVERT (FILL HEIGHT 2 FT OR GREATER)
620.29010009	NATIVE STREAM BED MATERIAL (A)
627.50140008	SAWCUTTING PAVEMENT
900.01	REPLACEMENT OF WEST ROAD CULVERT OVER MILL CREEK
900.02	REPLACEMENT OF WEST ROAD CLUVERT OVER MILL CREEK TRIBUTARY

TABLE OF CONTENTS

INDEX TO DRAWINGS (ATTACHED)

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>FILE NO.</u>
1	SITE LOCATION MAP	SP-1
2	WORK ZONE TRAFFIC CONTROL PLAN	WZTC-1
3	WORK ZONE TRAFFIC CONTROL PLAN	WZTC-2
4	SURVEY CONTROL PLAN, BASELINE TIES, & BENCHMARKS	SC1-1
5	PLAN	PL1-1
6	CULVERT SECTION AND ELEVATION	ST1-1
7	STONE BANK PROTECTION PLAN	ST1-2
8	CULVERT DETAILS	ST1-3
9	CULVERT PLAN AND ELEVATION	ST2-1
10	CULVERT SECTION	ST2-2

SECTION 00020

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for Contract No. 1 – Replacement of West Road Culverts Over Mill Creek and Mill Creek Tributary will be received by the Lewis County Highway Department, 7660 North State Street, Lowville, NY 13367, until 1:00 P.M. local time, May 2, 2023 at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Contract No. 1 - Replacement of West Road Culverts Over Mill Creek and Mill Creek Tributary

West Road Culvert over Mill Creek

The work at the site includes the removal of the existing culvert and replacement with a precast concrete box culvert. A length of deteriorated concrete retaining wall will be removed downstream of the culvert. Stone armoring will be installed along the bed, banks, and length of removed retaining wall. A length of full depth reconstruction will be completed as well as milling and paving at the intersection to tie to existing grades. Existing guiderail will be removed and replaced.

West Road Culvert over Mill Creek Tributary

The work at the site includes the removal of the existing culvert and replacement with a corrugated pipe arch culvert. Stone armoring will be installed along the bed and banks. A length of full depth reconstruction will be completed to tie to existing grades. Existing guiderail will be removed and replaced.

Contract Documents, including Advertisement For Bids, Information For Bidders, Labor and Employment, Additional Instructions, Bid Documents, Agreement, General Conditions, General Requirements, Specifications, Contract Drawings and any Addenda are available by providing a valid email address to jfelber@batonandloguidice.com. Download instructions will be provided upon notification.

Each bid must be accompanied by security in an amount not less than five per centum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

SECTION 00020

ADVERTISEMENT FOR BIDS

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the County prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

END OF SECTION

SECTION 00100

INFORMATION FOR BIDDERS

00100.01 LOCATION OF THE WORK

The work under Contract No. 1 for the Replacement of West Road Culverts over Mill Creek and Mill Creek Tributary is split between two sites. The West Road Culvert over Mill Creek site is the southern of the two sites and is located approximately 70 ft. north of the intersection of West Road and West Main Street in the Town of Turin. The West Road Culvert over Mill Creek Tributary site is the northern of the two sites and is located approximately 0.4 miles south of the intersection of West Road and NY-26 in the Town of Turin.

00100.02 DESCRIPTION OF THE WORK

The items of work under Contract No. 1 include, but are not necessarily limited to:

West Road Culvert over Mill Creek

The work at the site includes the removal of the existing culvert and replacement with a precast concrete box culvert. Approximately 100ft of deteriorated concrete retaining wall will be removed on the downstream bank of Mill Creek. Stone armoring will be installed along the bed, banks, and length of removed retaining wall. A length of full depth reconstruction of West Road will be completed over the culvert. Milling and new top course will be completed at the intersection of West Road and West Main Street to tie to existing grades. Existing guiderail will be removed and replaced with guide rail meeting current standards. The roadway will be closed to traffic during construction.

West Road Culvert over Mill Creek Tributary

The work at the site includes the removal of the existing culvert and replacement with a corrugated pipe arch culvert. Stone armoring will be installed along the bed and banks. A length of full depth reconstruction of West Road will be completed over the culvert to tie to existing grades. Existing guiderail will be removed and replaced with guide rail meeting current standards. The roadway will be closed to traffic during construction.

SECTION 00100

INFORMATION FOR BIDDERS

00100.03 COMMENCEMENT AND COMPLETION OF THE WORK

Upon execution of the Contract including delivery of the Performance Bond, Labor & Materials Payment Bond and insurance policies and certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work. Such notification will be in the form of a letter to proceed from the Engineer.

The Contractor shall give the Engineer at least five (5) days written notice of the date he intends to start work at the site.

All work items of the Contract shall be completed by December 1, 2023.

00100.04 COLLATERAL WORK AND CONDITIONS OF WORK

Each Bidder shall inform themselves fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of their obligation to furnish all material and labor necessary to carry out the provisions of their Contract. Insofar as possible, the Contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. (See also Section 01012.01.)

Each Contractor will be required to coordinate their work with the work of other contracts. Each Contractor will be required to adjust their schedule accordingly.

00100.05 RECEIPT & OPENING OF BIDS

Lewis County (herein called the Owner) invites Bids on the attached forms. Bids will be received by the Owner until the time and at the place stated in the attached Advertisement For Bids. Bids must be sealed in envelopes addressed to Lewis County Highway Department, 7660 North State Street, Lowville, NY 13367. The outside of the envelope shall bear the name and address of the Bidder and shall be labeled to clearly show the Contract designation for which the Bid is submitted.

SECTION 00100

INFORMATION FOR BIDDERS

00100.06 INFORMALITIES, WAIVERS AND WITHDRAWALS

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Bids which do not contain a price for every numbered item contained in the Bid Form will not be accepted.

Any Bid may be withdrawn prior to the scheduled deadline for receipt of Bids or authorized postponement thereof, but no Bid may be withdrawn within forty-five (45) days after the actual date of the opening thereof. Any Bid received after the time and date specified will not be considered, and will be returned unopened.

00100.07 BID PREPARATION

Unless otherwise noted thereon, all blanks on the Bid Forms must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed.

All Contract Documents, except the Performance Bond, Labor & Materials Payment Bond, Certificate of Insurance and any Addenda, are contained in this file. All Contract Documents, except the Contract Drawings, Performance Bond and Labor & Materials Payment Bond, and Certificate of Insurance must be submitted with the Bid. The Contract Documents are defined in the Agreement.

Any Bidder may modify their Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed prior to the closing time. The facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within three days from the closing time, no consideration will be given to the facsimile modification.

SECTION 00100

INFORMATION FOR BIDDERS

00100.08 ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to the Engineer, Barton & Loguidice, D.P.C., 443 Electronics Parkway, Liverpool, New York 13088, and to be given consideration must be received by the Engineer at least seven (7) days prior to the date set for the opening of Bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda distributed to all holders of Contract Documents by the same method that the original documents were distributed, at least five (5) days prior to the date of the opening of Bids.

Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

00100.09 QUALIFICATIONS OF BIDDERS

The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the Owner on request all data and information pertinent thereto. The Owner reserves the right to reject any Bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work.

Conditional Bids will be considered informal and will be rejected.

Immediately following the Canvass of Bids the Low Bidder, if so requested, shall furnish the Owner a sworn and notarized financial statement, and a statement of their qualifications and experience.

SECTION 00100

INFORMATION FOR BIDDERS

00100.10 OBLIGATIONS OF BIDDERS

At the time of the opening of Bids, each Bidder will be presumed to have inspected the Site, to have informed himself fully of the conditions relating to the work and labor required for the work, and to have read and acquainted himself with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract of their obligation to complete the work for the price or prices bid, or of any other obligation under the Contract. The failure or omission of any Bidder to receive or examine any Contract Documents shall in no way relieve him from any obligation in respect to their Bid.

00100.11 BID SECURITY

Each Bid must be accompanied by cash in United States currency or a certified check of the Bidder in an amount not less than five percent (5%) of the Bid. A Bid Bond, fully executed by the Bidder as principal, and having as surety thereon a surety company approved by the Owner and authorized to do business in New York State, will be accepted in lieu of cash or certified check. Checks should be made payable to the Owner.

Such cash, checks or Bid Bonds will be returned to all except the three lowest Bidders within three working days after the opening of Bids. The remaining deposits will be returned to the three lowest Bidders within three working days after execution of the Contract, or, if no Contract is executed within 45 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of their Bid.

00100.12 LIQUIDATED DAMAGES FOR FAILURE TO EXECUTE CONTRACT

Should the successful Bidder refuse or fail to execute the Contract and Bond within five (5) working days after receipt of notice of the acceptance of their Bid, the security deposited with their Bid shall be forfeited to the Owner as liquidated damages for such refusal or failure.

00100.13 DISCREPANCY IN BIDS

In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern. If a discrepancy exists in any Bid between unit prices and the extended totals therefor, the unit prices shall govern. In either of the above cases, the extended totals, and the total of all extensions, shall be corrected, if necessary, and the Bid may not be considered informal.

SECTION 00100

INFORMATION FOR BIDDERS

00100.14 LOWEST BIDDER

Bids will be compared on the basis of the totals for the Contract, corrected as necessary in conformance with Article 00100.13, given at the bottom of the schedule of quantities, prices and extensions. Such total in each Bid shall be the sum of all lump sum prices, plus the sum of all the extensions produced by multiplying the unit price in each case by the corresponding listed quantity.

00100.15 AWARD OF CONTRACT

The Contract will be awarded to that responsible Bidder whose Bid, after corrections and adjustments, totals the least number of dollars.

The Owner reserves the right to reject any and all Bids.

END OF SECTION

SECTION 00150

LABOR AND EMPLOYMENT

00150.01 GENERAL

The Contractor and every Subcontractor on public works contracts shall comply with Article 8 of the State Labor Law, as amended.

00150.02 POSTING MINIMUM WAGE RATES & KEEPING RECORDS

The Contractor and every Subcontractor on public works contracts shall post in a prominent and accessible place on the Site a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, all redeterminations of such schedules as the case may be, for the various classes of mechanics, workmen and laborers employed on the work. Other notices to be posted are the Workers' Compensation Law Section 51 notice, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner, written in plain English in lettering no smaller than two inches in height and two inches in width, weatherproof, and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason.

The Contractor and every Subcontractor shall keep original payrolls or verified transcripts thereof showing the hours and days worked by each workman, mechanic or laborer, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the Site, when the Contractor or Subcontractor maintains no regular place of business in New York State and where the amount of the Contract is in excess of \$25,000. All other Contractors and Subcontractors shall produce within five days on the Site and upon formal order of the Commissioner of Labor or his designated representative such original payrolls or verified transcripts thereof, as may be deemed necessary to adequately enforce the provisions of this Section.

Notwithstanding the aforementioned requirements, every Contractor and Subcontractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 of the Labor Law, subscribed and affirmed as true under penalties of perjury. The original payrolls or transcripts shall be preserved for three years from the completion of the work.

SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES

In accordance with Section 220-e of Article 8 of the State Labor Law, the Contractor agrees:

- A. That in the hiring of employees for the work of this Contract or any Subcontract, neither he nor any Subcontractor, nor any person acting on behalf of the Contractor, or any Subcontractor, shall by reasons of race, creed, color, 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 his employment relates; and
- B. That neither the Contractor, nor any Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, disability or national origin; and
- C. That there may be deducted from the amount payable to the Contractor by the Owner, a penalty of Fifty Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
- D. That this Contract may be cancelled or terminated by the Owner, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract; and
- E. That the aforesaid provisions of this Section covering contracts for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- F. 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, creed, sex, color, disability or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion,

SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under subparagraphs (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the Bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Division of Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of subparagraphs (1) and (2) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color, disability or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under

SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies otherwise provided by law.
7. The Contractor will include the provisions of sub-paragraph (1) through (7) of this paragraph A and in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

- G. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this Contract.
- H. This agreement shall be void and of no effect unless the Contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

00150.04 LEGAL DAY'S WORK

In accordance with Section 220 (2) of Article 8 of the State Labor Law, no laborer, workman or mechanic employed by the Contractor, a Subcontractor or other person doing or contracting to do any part of the work shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States.

00150.05 WAGE RATES

In accordance with Section 220 of Article 8 of the State Labor Law, the wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, shall be not less than the prevailing rate of wages as hereinafter defined. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work, shall be paid not less than the wages and supplements herein provided.

Any person or corporation that willfully pays or provides less than the stipulated wage scale or supplements shall be guilty of a misdemeanor and upon conviction shall be punished as provided by law.

SECTION 00150

LABOR AND EMPLOYMENT

00150.05 WAGE RATES - Continued

It shall be the duty of the Commissioner of Labor, or, if the Owner is a city, the comptroller or other analogous officer of such city, to make a determination of the schedule of wages to be paid all laborers, workmen and mechanics employed on the project (if it is a public works project) including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance, and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

The supplements to be provided shall be in accordance with prevailing practices in the locality. The amount for wages and for supplements listed in the schedule in these Contract Documents does not necessarily include all types of prevailing wages and supplements in the locality, and a future determination by the Commissioner of Labor may require the Contractor to pay increased wages or provide additional supplements.

00150.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS

In accordance with Section 220-a of Article 8 of the State Labor Law, the New York State schedule of prevailing wages and supplements, as included in this Contract or as subsequently redetermined by the New York State Department of Labor, shall be specifically included in each and every Subcontract, regardless of tier, awarded by the Contractor or his Subcontractors.

Subcontractors, regardless of tier, shall provide to the Contractor a verified statement attesting that the Subcontractor has received and reviewed the prevailing wage rate and supplement schedule and agreeing that it will pay its employees the applicable wages and will pay or provide the supplements specified therein. The Contractor shall submit to the Owner copies of all such verified statements.

The Owner will not make final payment to the Contractor unless and until the Contractor submits the following:

- verified statements as described in the preceding paragraph

SECTION 00150

LABOR AND EMPLOYMENT

00150.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS -
Continued

- certification to the amounts then due from the Contractor to any and all laborers for wages or supplements on account of labor performed upon the work under the Contract
- certification to the amounts then due from any Subcontractor, regardless of tier, for wages and supplements, on account of labor performed upon the work under the Contract, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors.

In the event it is determined by the New York State Commissioner of Labor that the wages and/or supplements of any employees of the Contractor's Subcontractors, regardless of tier, have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements.

00150.07 MINIMUM RATES

New York State Department of Labor wage rates will be in effect on this Project.

The minimum wage rates designated by the Commissioner of Labor of the State of New York are attached. These minimum rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

END OF SECTION

SPECIAL NOTE
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 web site 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 web site, navigating to the appropriate web page, and entering the Prevailing Rate Case Number (PRC# 2023003910 for Contract No. 1).

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 to prospective bidders without internet access.

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.01 BORINGS AND SUBSURFACE DATA

A subsurface investigation was not completed.

00160.02 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held after award of the Contract and prior to the commencement of construction. The Contractor shall have an authorized representative of the firm present at this meeting.

00160.03 POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

00160.04 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

00160.05 NON-COLLUSIVE BIDDING CERTIFICATION

A Non-Collusive Bidding Certification form as bound in these Documents must be executed and accompany the Bid.

00160.06 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.06 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION - Continued

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 its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The Bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its Bid.

Said certification is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certification form included in Section 00373 of this Bid Document.

00160.07 PREVENTION OF SEXUAL HARASSMENT COMPLIANCE

The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 201-g entitled "Prevention of Sexual Harassment".

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

The Bidder shall submit a signed, notarized, and dated Bidder's Statement on Sexual Harassment Certification provided in Section 00376, "Bidder's Statement on Sexual Harassment".

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.08 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS

00752.03 CONTRACTOR'S INSURANCE

Owner's Protective Liability Insurance issued in the name of the Owner to and covering the liability for damages imposed by law upon the Owner and the Engineer with respect to all operations under the Contract by the Contractor or his Subcontractors, including supervisory acts and omissions of the Owner.

00752.03 CONTRACTOR'S INSURANCE

Insurance shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice has been given to the Owner.

A. The additional named assureds pursuant to Article 00752.03A are as follows:

Lewis County
Town of Turin
Barton & Loguidice, D.P.C.

B. The insurance requirements and limits of coverage's are identified in Section 00650 of this Specification. The requirements and limits of coverages in Section 00650 supersede those in Article 00752.03.

00755.04 TAXES

In amplification of Article 00755.04, Bidders are advised of the following:

Purchases by the Lewis County are not subject to any Federal, State or City sales tax. Exemption certificates will be executed upon request.

00759.05 MONTHLY ESTIMATES & PAYMENTS

Under this Contract, the Engineer will include in the Monthly Estimate, the delivered cost of equipment and non-perishable materials in accordance with Article 00759.05.

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.08 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS – Continued

01051.01 INFORMATION PROVIDED BY ENGINEER

In amplification of and amendment to Article 01051.01, all layout of work to construct/install the items of work for which he is responsible (as specified in the Bid Documents) will be performed by the Contractor as specified in Section 634 of the updated "New York State Standard Specifications".

01590.01 ENGINEER'S FIELD OFFICE TRAILER

The Bidder's attention is called to Section 01590. The provisions of this Section are hereby waived.

00160.09 ESTIMATED QUANTITIES

The Contractor is to base their lump sum bids on the dimensions and limits indicated in the Contract Documents. In the event additional work beyond these limits is required, the Contractor shall submit a cost breakdown of time and materials to the Owner for approval.

00160.10 CONTRACT DRAWINGS

It should be noted that the New York State Department of Transportation Standard Sheets are considered a part of the Contract Drawings although they are not attached to the Contract Drawings.

00160.11 SPECIFICATIONS FOR CONTRACT

The Specifications covering work on this Contract are the General Requirements and Specifications enclosed herein and the updated "New York State Standard Specifications", and any Addenda and as modified by current Engineering Instructions. The updated "New York State Standard Specifications", and any Addenda and as modified by Current Engineering Instructions is available to be viewed and downloaded at the New York Department of Transportation website (at www.dot.ny.gov).

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.11 SPECIFICATIONS FOR CONTRACT - Continued

When references are made in these Specifications to the “New York State Department of Transportation Standard Specifications, Construction and Materials” and terms in these Specifications refer to the State, Department, Commissioner, Executive Deputy Commissioner, Comptroller, Division, Bureau Regional Director, or Chief Engineer, it shall be assumed that the Owner is implied; reference to the Engineer or Inspector shall mean that the Engineer representing the Owner is implied.

00160.12 SPECIAL CONDITIONS

The Contractor shall maintain at all times a safe and adequate ingress and egress to and from all Residences and Private and Public Places of Business for both vehicular and pedestrian traffic.

00160.13 PAYROLL RECORDS

The Contractor and any Sub-Contractors shall submit weekly to the Engineer, payroll records which shall cover all days from the commencement of construction to the date of completion.

00160.14 PERMITS

The required environmental permits have been obtained by the Owner. The Contractor shall perform the work in strict accordance with the terms and requirements of the permits. Copies of the permits are enclosed at the end of the Section.

All in stream work shall not commence prior to June 1, 2023, and must be completed by September 15, 2023 in accordance with NYSDEC regulatory permit restrictions.

The Owner may conduct a sweep survey of the creek following completion of the Contractor’s work to ascertain that the bottom has been restored to the original depth. Any material requiring removal as a result of the sweep shall be removed by the Contractor at no additional cost to the Owner.

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.15 UTILITY COORDINATION

The following utilities are present at the sites:

Electric – National Grid Carol Lyng-Pickett Phone: (315) 771-4425

Water/Sewer – Town of Turin Josh Leviker Phone: (315) 376-3741

Utilities in conflict shall be relocated by others prior to start of work by the Contractor.

00160.16 WORK ZONE TRAFFIC CONTROL

Closure of the West Road culvert over Mill Creek and closure of the West Road culvert over Mill Creek Tributary shall not occur simultaneously.

The County shall provide road closure signage at the intersection of NY-26 and West Road to establish a detour and inform the public traveling from points north.

END OF SECTION

Environmental Permits



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
LEWIS COUNTY
7660 N STATE ST
LOWVILLE, NY 13367
(315) 376-5350

Facility:
MILL CREEK CULVERT
West Rd
Turin, NY 13473

Facility Application Contact:
BARTON & LOGUIDICE PC
10 AIRLINE DR STE 200
ALBANY, NY 12205

Facility Location: in TURIN in LEWIS COUNTY **Village:** Turin

Facility Principal Reference Point: NYTM-E: 466.084 NYTM-N: 4830.105
Latitude: 43°37'23.4" Longitude: 75°25'13.4"

Project Location: West Road over Mill Creek

Authorized Activity: Replace an existing 52'Lx12'Wx8'H concrete box culvert with a 78'L pre-cast concrete box culvert. The new culvert will have a 19'-11" span and an 8' rise and will be embedded 20% below the stream bed elevation. The concrete wingwalls of the original culvert will be replaced and loose rip rap will be used to blend the new culvert into the existing stream bank.

Permit Authorizations

Stream Disturbance - Under Article 15, Title 5

Permit ID 6-2350-00049/00003

New Permit

Effective Date: 4/3/2023

Expiration Date: 4/2/2026

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Permit ID 6-2350-00049/00004

New Permit

Effective Date: 4/3/2023

Expiration Date: 4/2/2026



NYSDEC Approval

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

Permit Administrator: JESSICA J HART, Deputy Permit Administrator
Address: NYSDEC Region 6 Headquarters
State Office Building - 317 Washington St
Watertown, NY 13601

Authorized Signature: _____

Date 04 / 04 / 23

Distribution List

BARTON & LOGUIDICE PC
Law Enforcement
Bureau of Ecosystem Health

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Permit Sign

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: STREAM DISTURBANCE; EXCAVATION & FILL IN NAVIGABLE WATERS

1. Work Prohibition Period Construction activities in the water are prohibited during the period between September 15 and June 1.



2. Notice to Commence Work Notify our office at least 72 hours before starting your project. Include the DEC Identification Number, the permittee's name, project start date, and the address for the project site in an email to dec.sm.region6BEH@dec.ny.gov. If you don't have access to email, please call (315) 785-2263.

3. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

4. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Barton & Loquidice and submitted March 7, 2023.

5. Invasive Species (Non-Native Vegetation) To prevent the unintentional introduction or spread of invasive species, the permittee must ensure that all construction equipment be cleaned of mud, seeds, vegetation and other debris before entering any approved construction areas within the project site.

6. No Equipment in the Water Heavy equipment operation in the water is prohibited. With backhoes and similar heavy equipment, the bucket may enter the water.

7. Silt Screen If turbidity may be created as a result of this project, a silt screen curtain (maximum opening of U.S. Sieve No. 70) continually weighted across the bottom and suspended on floats or staked upright must be positioned to surround the work site. The curtain must remain in place for at least 12 hours after completion of the project or longer, if necessary.

8. Minimize Bed/Bank Disturbance Disturbance to the bed and banks of Mill Creek shall be kept to the minimum necessary to complete the project.

9. Installation of Riprap The stone riprap, revetment installation, shall be placed on a layer of filter material such as gravel, small rock and/or woven filter cloth to provide positive drainage and better stability.

10. Materials Disposed at Upland Site Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.

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

12. Stabilize Disturbed Areas All areas of soil disturbance resulting from this project shall be stabilized immediately following project completion or prior to permit expiration, whichever comes first. The approved methodologies are as follows:

- a. Stabilization of the entire disturbed area with appropriate vegetation (grasses, etc.).
- b. Stabilized as per specifications identified on approved plans.



- c. Temporarily stabilized with straw mulch or jute matting or other similar natural fiber matting within 1 week of final grading. Temporary stabilization shall be maintained until a mature vegetative cover is established.

13. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

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

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

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

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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

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



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

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

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

Regional Permit Administrator
NYSDEC Region 6 Headquarters
State Office Building - 317 Washington St
Watertown, NY13601

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Stream Disturbance.

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

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

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



NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

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

Item B: Permittee's Contractors to Comply with Permit

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

Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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

New York State
Department of Environmental Conservation



NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of the work approved and any Departmental conditions on it contact the Regional Permit Administrator shown below. Please refer to the permit number shown when contacting the DEC.

Permit Number 6-2350-00049/00003

Regional Permit Administrator

Permit Expiration Date 4/2/2026

Note: This is not a Permit



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

LEWIS COUNTY

7660 N STATE ST
LOWVILLE, NY 13367
(315) 376-5350

Facility:

LEWIS CO WEST RD OVER TRIB TO MILL
CREEK
West Rd
Turin, NY 13473

Facility Application Contact:

Nicholas J Shrimpton
Barton & Loguidice DPC
443 Electronics Pkwy
Liverpool, NY 13088
(315) 457-5200

Facility Permit Contact:

WARREN W SHAW
Lewis County Highway Dept
7660 North State Street
Lowville, NY 13367
(315) 376-5350

Facility Location: in TURIN in LEWIS COUNTY

Facility Principal Reference Point: NYTM-E: 466.118 NYTM-N: 4831.829
Latitude: 43°38'19.3" Longitude: 75°25'12.2"

Authorized Activity: Replace existing box culvert with 90' long steel corrugated pipe arch.

Permit Authorizations

Stream Disturbance - Under Article 15, Title 5

Permit ID 6-2350-00050/00001

New Permit

Effective Date: 11/12/2020

Expiration Date: 11/11/2023

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 6-2350-00050/00002

New Permit

Effective Date: 11/12/2020

Expiration Date: 11/11/2023



NYSDEC Approval

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

Permit Administrator: JESSICA J HART, Deputy Permit Administrator
Address: NYSDEC Region 6 Headquarters
State Office Building - 317 Washington St
Watertown, NY 13601

Authorized Signature: _____

A handwritten signature in black ink, appearing to read "Jessica Hart", written over a horizontal line.

Date 11 / 13 / 20

Distribution List

Nicholas J Shrimpton
WARREN W SHAW
Law Enforcement
Chris Balk; NYSDEC
Shannon Malone; NYSDEC

Permit Components

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

Permit Attachments

Permit Sign

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

1. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.



- 2. Notice of Commencement** At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.
- 3. Work Prohibition Period** Construction activities in the water are prohibited during the period September 15th- June 1st.
- 4. Install, Maintain Erosion Controls** Necessary erosion control measures, i.e., straw bales, silt fencing, etc., are to be placed on the downslope edge of any disturbed area. This sediment barrier is to be put in place before any disturbance of the ground occurs and is to be maintained in good and functional condition until thick vegetative cover is established.
- 5. No Equipment in the Water** Heavy equipment operation in the water is prohibited. With backhoes and similar heavy equipment, the bucket may enter the water.
- 6. Materials Disposed at Upland Site** Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.
- 7. Install Culvert in the Dry** The culvert shall be installed in the dry. This may require pumping or piping the stream flow around the work area. The pump discharge shall be adequately protected to prevent stream bed and/or bank erosion.
- 8. Round or Oval Pipe Culvert Installation** For round or oval pipe type culverts, the invert must be installed to a depth equal to 20% of the culvert diameter or at least one foot (whichever is greater). The streambed material that was excavated to accommodate this placement shall then be spread evenly throughout the bottom of the new culvert as practicable.
- 9. Water Clarity** Stream reaches downstream of construction areas shall always remain as clear (non-turbid) as the reaches upstream of the construction areas.
- 10. Restore Area Around Culvert** Upon completion of work, the areas of disturbed streambed adjacent to the culvert (both ends) shall be restored to approximate pre-existing conditions.
- 11. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by applicant.
- 12. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 13. No Constriction, Alteration of Flow** Bridges or culverts shall be of sufficient size and capacity to prevent constriction or alteration of the natural flow.



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

15. Failure to Meet Permit Conditions Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

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

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

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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

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

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

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

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

Regional Permit Administrator
NYSDEC Region 6 Headquarters
State Office Building - 317 Washington St
Watertown, NY13601

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

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

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

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

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

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

Item B: Permittee's Contractors to Comply with Permit

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

Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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

New York State

Department of Environmental Conservation



NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of the work approved and any Departmental conditions on it contact the Regional Permit Administrator shown below. Please refer to the permit number shown when contacting the DEC.

Permit Number 6-2350-00050/00001

Regional Permit Administrator

Permit Expiration Date 11/11/2023

Thomas Voss

Note: This is not a Permit

SECTION 00301

BIDDER'S CHECKLIST

(All pages in Division 003 and 004 are to be completed by Bidder PRIOR to Bid Submission)

Bid Prices, Page 00370-1 to 00370-4: All blanks appropriately filled in ink with both words and figures, and signed where applicable.

Each of the following forms must be executed:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00373-1 to 00373-2: Requires Bidder's signature.

BIDDER'S STATEMENT ON SEXUAL HARASSMENT, Page 00376-1: Requires completion and Bidder's signature.

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00480-1: Requires Bidder's signature.

STATEMENT OF SURETY'S INTENT, Page 00481-1: Requires completion and signature by Surety's Representative.

BID SECURITY, Page 00499-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).

NOTE: All pages in Division 003 and 004 are to be completed by Bidder prior to Bid Submission)

END OF SECTION

SECTION 00370

BID FOR CONSTRUCTION OF
CONTRACT NO. 1
REPLACEMENT OF WEST ROAD CULVERTS
OVER MILL CREEK AND MILL CREEK TRIBUTARY

TO LEWIS COUNTY:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – Replacement of West Road Culverts over Mill Creek and Mill Creek Tributary, required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

Acknowledgement of Addenda

Addendum No.

Date Received

SECTION 00370

BID

**CONTRACT NO. 1 – REPLACEMENT OF WEST ROAD CULVERTS
OVER MILL CREEK AND MILL CREEK TRIBUTARY**

CONTRACTOR'S NAME _____

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
900.01	NEC	Replacement of West Road Culvert over Mill Creek FOR _____ _____ PER LS				
900.02	NEC	Replacement of West Road Culvert over Mill Creek Tributary FOR _____ _____ PER LS				
TOTAL OR GROSS BID WRITTEN IN WORDS – <u>Contract No. 1 – Replacement of</u> <u>West Road Culverts over Mill Creek and Mill Creek Tributary</u> _____ _____			\$ _____			

_____ Authorized Representative Signature

_____ Date

BID

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/Fax: _____

Email: _____

FEIN: _____

(Federal Employee Identification Number) _____

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

BID

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of _____ (\$ _____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated _____, 20____ ** _____

Signature of Bidder

Print Name of Signer of Bid _____

Address _____

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

_____	_____
Signature	Title
_____	_____
Company Name	Date

State of _____)
) SS:
 County of _____)

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

END OF SECTION

SECTION 00376

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-L, which generally prohibits the Owner from entering into contracts pursuant to the Bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: _____, 20____

_____, New York

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

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

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of 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, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include 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.

FIRM: _____

By: _____

Title: _____

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____
(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

SECTION 00499

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

SECTION 00570

AGREEMENT

This CONTRACT, in four (4) copies, made and entered into this _____ day of _____, 20___, by and between the Lewis County, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at 7660 North State St Lowville, NY 13367, hereinafter designated as "Owner", Party of the First Part,

and _____

_____ of _____

County of _____ State of _____

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Contract No. 1 – Replacement of West Road Culverts over Mill Creek and Mill Creek Tributary.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

SECTION 00570

AGREEMENT

Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

SECTION 00570

AGREEMENT

Article 7. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

SECTION 00570

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in four (4) copies the day and year first above written.

_____ (OWNER)

By: _____

(Seal)

CONTRACTOR

(Seal)

By: _____

SECTION 00570

AGREEMENT

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of the _____ described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he 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 signed his name thereto by like order.

SECTION 00570

AGREEMENT

(Certification of Owner's Attorney)

I, the undersigned, the duly authorized and acting legal representative of _____
_____ do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By: _____
Owner's Attorney

(Date)

END OF SECTION

SECTION 00610
PERFORMANCE BOND

(ATTACH PERFORMANCE BOND HERE)

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the "Principal")
and _____
_____ (hereinafter called the "Surety") are held and firmly bound to the _____ (hereinafter called
the "Owner") in the full and just sum of _____
Dollars (\$ _____) good and lawful money of the United States of America, for the payment of
which sum of money, well and truly to be made and done, the Principal binds himself, his heirs,
executors, administrators and assigns and the Surety binds itself, its successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the
_____ day of _____, 20 __, with the _____ for the _____
_____ a copy of which Contract is
annexed to and hereby made part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his
or its representatives or assigns, shall well and faithfully comply with and perform all the terms,
covenants, and conditions of said Contract or his (their, its) part to be kept and performed and all
modifications, amendments, additions and alterations thereto that may hereafter be made,
according to the true intent and meaning of said Contract, including repair and/or replacement of
defective work and guarantees of maintenance for the periods stated in the Contract, and shall
fully indemnify and save harmless the Owner from all cost and damage which it may suffer by
reason of failure so to do, and shall fully reimburse and repay the Owner for all outlay and
expense which the Owner may incur in making good any such default, and shall protect the said
Owner against, and pay any and all amounts, damages, costs and judgments which may or shall
be recovered against said Owner or its officers or agents or which the said Owner may be called
upon to pay to any person or corporation by reason of any damages arising or growing out of the
doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the
neglect of said Principal, or his (their, its) agents or servants, or the improper performance of
said work by the said Principal, or his (their, its) agents or servants or the infringement of any
patent or patent rights by reason of the use of any materials furnished or work done as aforesaid
or otherwise, then this obligation shall be null and void, otherwise to remain in full force and
effect;

SECTION 00610

PERFORMANCE BOND

PROVIDED, HOWEVER, the Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the Owner and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by the Owner's takeover, use occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set his (their, its) hand and seal, and the Surety has caused this Instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20_____.

Principal

(If Corporation, affix
Corporate Seal)

By _____
Surety

(If Corporation, affix
Corporate Seal)

By _____

SECTION 00610

PERFORMANCE BOND

(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE CORPORATION)

STATE OF)
) SS:
COUNTY OF)

On this ____ day of _____, 20____, before me personally came _____
_____ to me known and known to me to be the person__ described in and
who executed the foregoing Instrument and acknowledged that __he __ executed the same.

Commissioner of Deeds or Notary Public

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF)
) SS:
COUNTY OF)

On this ____ day of _____, 20____, before me personally came _____
_____to me known, who being by me duly sworn, did depose and say that
he resides in _____, that he is the _____ of the
_____ the corporation described in and which executed the foregoing
Instrument; that he knew the seal of said corporation; that the seal affixed to said Instrument was
such corporate seal; that it was so affixed by order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

Commissioner of Deeds or Notary Public

SECTION 00610

PERFORMANCE BOND

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF)
) SS:
COUNTY OF)

On the _____ day of _____, 20____, before me personally came _____
_____ to me known, who being by me duly sworn, did depose and say that he resides in
_____, that he is the _____ of the _____,
the corporation described in and which executed the within Instrument; that he knows the seal of
said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so
affixed by the order of the Board of Directors of said corporation and that he signed his name
thereto by like order; and that liabilities of said company do not exceed its assets as ascertained
in the manner provided by the laws of the State of New York.

Commissioner of Deeds or Notary Public

END OF SECTION

SECTION 00620

LABOR & MATERIALS PAYMENT BOND

(ATTACH LABOR & MATERIALS PAYMENT BOND HERE)

SECTION 00650
CERTIFICATE OF INSURANCE

(ATTACH INSURANCE CERTIFICATES HERE)

GENERAL CONDITIONS

SECTION 00750

DEFINITIONS OF WORDS & TERMINOLOGY

00750.01 DEFINITIONS OF WORDS AND TERMS

Wherever the following words, or corresponding pronouns are used in this Contract, they shall have the meaning given herein:

CONTRACT, OR CONTRACT DOCUMENTS: each of the various documents referred to in the Agreement, both severally and as a whole, including all additions, deletions, modifications and interpretations incorporated therein or appended thereto by or with approval of the Owner prior to the execution of the Contract.

OWNER: the party of the first part to this Contract, or any duly authorized agents or officers empowered to act therefor.

CONTRACTOR: the party of the second part to this Contract, or the legal representatives or agents appointed by said party for the performance of the work.

ENGINEER: the firm of Barton & Loguidice, engaged by the Owner to provide Engineering services in connection with the work of this Contract, or its representatives duly authorized in writing to act therefor.

SURETY: the person, persons, firm or corporation who executes the Contractor's Performance Bond and Labor & Materials Payment Bond.

SUBCONTRACTOR: any person, other than employee of the Contractor, or any firm or corporation who contracts to act for or in behalf of the Contractor in performing any part of the work in connection with the Contract, exclusive of one who furnishes only materials or equipment.

PROJECT: the entire facility or improvement to which the Contract relates.

SITE: the area or areas bounded by the property lines shown on the Plans, and other areas that may be similarly designated.

SECTION 00750

DEFINITIONS OF WORDS & TERMINOLOGY

00750.01 DEFINITIONS OF WORDS AND TERMS - Continued

THE WORK: all labor, equipment and materials required, either expressly or by implication, to be furnished by the Contractor under this Contract or in connection with Change Orders or Supplemental Agreements thereto.

SUPPLEMENTAL AGREEMENT: an alteration or modification of the Contract Documents, made after execution of the Contract and agreed to in writing by the Contractor and the Owner.

CHANGE ORDER: a written order from the Owner to the Contractor directing an alteration or modification of the nature, scope or type of the work.

BOND OR PERFORMANCE BOND: the guarantee signed by the Surety, that the Contractor will complete all the work as required by the Contract.

LABOR & MATERIALS PAYMENT BOND: the guarantee, signed by the Surety, that the Contractor will pay for all Labor and Material required by the Contract.

SPECIFICATIONS: also referred to as **DETAIL SPECIFICATIONS** or **TECHNICAL SPECIFICATIONS**. The written directions, requirements, descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and specifically including Division 1 - Division 16 of the Contract Documents.

PLANS, DRAWINGS OR CONTRACT DRAWINGS: only those drawings listed as such in the Contract Documents with all Addenda thereto.

SHOP DRAWINGS, SETTING DRAWINGS, WORKING DRAWINGS, CONSTRUCTION DRAWINGS: drawings prepared, or caused to be prepared, by the Contractor, Subcontractors, or by their equipment or material suppliers in their behalf, including standard or stock equipment drawings, necessary to the performance of the work in addition to the Contract Drawings, or as may be required by the Engineer to be submitted for review.

ADDITIONAL DRAWINGS, SUPPLEMENTARY DRAWINGS: drawings, in addition to the Contract Drawings, which may be prepared and issued by the Engineer as part of the instructions to or requests of the Contractor in connection with the work of the Contract or appertaining to changes in the work.

SECTION 00750

DEFINITIONS OF WORDS & TERMINOLOGY

00750.01 DEFINITIONS OF WORDS AND TERMS - Continued

ADDENDUM, ADDENDA: additional Contract provisions, deletions or changes issued by the Owner prior to the receipt of bids.

WRITTEN NOTICE: all written and authoritatively signed communications required in the normal conduct of the work or required to obtain compliance with the Contract provisions or preserve the rights of any party to the Contract. Written notice shall be considered as served when either delivered in person or deposited in a post-paid wrapper in a regularly maintained U.S. Mailbox and addressed to the person, firm or corporation intended to receive such notice, or to their appropriate agent, to the last business address of such known to the server. If mailed, the period of notice shall run from the time of the postal cancellation. It shall be incumbent upon each party to the Contract, and the Engineer, to advise the other parties to the Contract, and the Engineer, of any change in their business address until completion of the Contract and the expiration of all guarantee periods connected therewith.

DIRECTED, ORDERED, REQUIRED, DESIGNATED, PERMITTED, GRANTED, INSTRUCTED, CONSIDERED NECESSARY, APPROVED, SATISFACTORY, ACCEPTABLE: words referring to action or satisfaction of the Engineer, unless another meaning is specifically stated. The same shall apply to words of like import.

AS SHOWN, AS SHOWN ON THE PLANS: words referring to lines, numbers, or statements, or combinations thereof, on the Contract Drawings, unless another meaning is specifically stated.

ELEVATION: or any abbreviation of the word "elevation", followed by figures, shall refer to the distance in feet above the datum established by the Engineer for the Project.

ACT OF GOD: an earthquake, flood, excessive wind or other unusual natural occurrence. Rain, snow, wind, flood, lightning or other natural phenomenon of normal intensity for the locality shall not be included in the meaning of the term.

APPROVED EQUAL, EQUAL: in the Contract Documents or Contract Drawings wherever brand names are specified and followed by the phrase "or approved equal", this phrase shall be modified to read "or equal".

SECTION 00750

DEFINITIONS OF WORDS & TERMINOLOGY

00750.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES

References in these Specifications to published specifications and codes of private and governmental technical societies and agencies shall mean the latest specification for the item or operation involved. Abbreviations of these organizations used in these Specifications may include the following:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AGCA	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AMCA	American Mechanical Contractors Association
ANSI	American National Standards Institute
APWA	American Public Works Association
ARI	American Refrigeration Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CEMA	Conveyor Equipment Manufacturers Association
CIPRA	Cast-Iron Pipe Research Association
FM	Factory Mutual System
HEI	Heat Exchange Institute
HI	Hydraulics Institute
IEEE	Institute of Electrical and Electronics Engineer
IPCEA	Insulated Powers Cable Electric Association
NAFM	National Association of Fan Manufacturers

SECTION 00750

DEFINITIONS OF WORDS & TERMINOLOGY

00750.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES - Continued

NBC	National Building Code
NBFPU	National Board of Fire Protection Underwriters
NBCA	National Bituminous Concrete Association
NCPI	National Clay Pipe Institute
NEC	National Electrical Code
NELA	National Electrical Lamp Association
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NSWMA	National Solid Wastes Management Association
NYSDOT	New York State Department of Transportation, Standard Specifications (Construction and Materials)
NYSECC	New York State Energy Conservation Code
OSHA	Occupational, Safety and Health Act
PCA	Portland Cement Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal & Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
UL	Underwriter Laboratories', Inc.
USEPA	United States Environmental Protection Agency

END OF SECTION

GENERAL CONDITIONS

SECTION 00751

POWERS AND DUTIES OF ENGINEER

00751.01 RESPONSIBILITY OF THE ENGINEER

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

- A. Observation of the Work: The Engineer will make periodic visits to the site to observe the progress and the quality of the executed work. All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make their observations and construction review.
- B. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the acceptability of the work.
- C. Engineer's Decisions: All claims of the Owner or the Contractor shall be presented to the Engineer for decision which shall be final except in cases where time and/or financial considerations are involved.
- D. The Engineer shall not be responsible for the Contractors or any Subcontractor's construction means, methods, controls, techniques, sequences, procedures or construction safety or their failure to complete the work in accordance with the Contract Documents.

00751-2

SECTION 00751

POWERS AND DUTIES OF ENGINEER

00751.01 RESPONSIBILITY OF THE ENGINEER - Continued

- E. Oral Agreements: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceedings of any other waiver or modification.

00751.02 INSPECTION OF WORK

Inspection services, performed by the Engineer pursuant to this Contract, whether of material or work, and whether performed prior to, during or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the Contract Plans and Specifications.

Nothing contained herein shall create, or be deemed to create:

- A) any duty upon the Engineer to supervise the construction procedures and safety procedures followed by any Contractor or Subcontractor or their respective employees or by any other persons at the job site, or
- B) any liability whatsoever by the Engineer to any employees or any Contractor or Subcontractor or to any other person.

00751.03 NO WAIVER OF RIGHTS

No inspection or approval by the Owner, the Engineer, or any of their employees, nor any order, measurement or certification by the Engineer, nor payment for, nor acceptance of the whole or any part of the work by the Owner or the Engineer, nor any order of the Owner for payment of money, nor any possession taken by the Owner, nor any extension of time shall operate as a waiver of any provision of the Contract, or of any right to damage herein provided or of any power herein reserved. Neither shall a waiver of any breach of the Contract be construed to be a waiver of any other or subsequent breach. All remedies in the Contract shall be construed

SECTION 00751

POWERS AND DUTIES OF ENGINEER

00751.03 NO WAIVER OF RIGHTS - Continued

as being cumulative, in addition to each and every other remedy herein contained. The Owner shall have any and all legal and equitable remedies and recourse which they would in any case have.

END OF SECTION

GENERAL CONDITIONS

SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.01 GUARANTEES, PERFORMANCE BONDS, LABOR AND MATERIALS PAYMENT BONDS AND GUARANTEES

The Contractor shall furnish Performance and Labor and Materials Payment Bonds each in an amount not less than the full amount of the accepted bid. The Performance Bond shall guarantee faithful performance of the work in compliance with all Contract Documents. The Labor and Materials Payment Bonds shall guarantee the payment of all persons performing labor or furnishing materials in connection therewith. The Bonds shall be in a form approved by the Owner and dated the same as the executed Agreement. The Surety company or companies shall be designated by the Contractor and shall be authorized to transact business in New York State, and if this is a Federally aided project, shall appear on the U.S. Treasury Department's most current list (Circular 570 as amended). The premium for these Bonds shall be paid by the Contractor and shall be included as a part of their Bid. An Attorney-in-fact who signs Performance or Labor and Materials Payment Bonds shall file with each Bond or copy thereof a certified copy of their Power-Of-Attorney to sign such Bonds.

Cash in the form of United States currency or a certified check payable to the Owner in the full amount of the accepted Bid, deposited with the Owner, will be accepted in lieu of both Bonds. Such deposit shall serve as the Performance, and Labor and Materials Payment Bonds for all purposes specified, and the Contractor agrees that such deposit, or such portion thereof as may be required to satisfactorily complete the work, shall be forfeited to the Owner.

The Owner reserves the right to order or approve additions to, omissions from, or changes in the work without notice to the Surety.

The Contractor guarantees all the work, materials and equipment called for in the Contract against defects in materials or workmanship for a period of twelve months following the date of the Notice of Substantial Completion. Under this guarantee, the Contractor shall make good, at their own expense and without delay, any failure of any part due to poor or faulty materials, construction or installation, or to the failure of any equipment to satisfactorily perform the work required of it by the Specifications. The Contractor shall also make good any damage to any part of the Project, the environment or other property of the Owner caused by such failure.

SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.01 GUARANTEES, PERFORMANCE BONDS, LABOR AND MATERIALS
PAYMENT BONDS AND GUARANTEES - Continued

Any work replaced or rebuilt during the above-mentioned guarantee period shall be similarly guaranteed for a 12-month period starting from the date of acceptance of the repair, reconstruction or replacement.

The Contractor's Performance and Labor and Materials Payment Bonds specified in the above paragraph shall fully cover all guarantees specified.

00752.02 ADDITIONAL SECURITY

At any time the Owner may become dissatisfied with the Surety or Sureties who furnished the Performance Bond and the Labor and Materials Payment Bonds, or if for other reasons the Bond(s) shall, in the opinion of the Owner, cease to be adequate security to the Owner, the Contractor shall, within five days after notice from the Owner, substitute a new Bond(s) acceptable to the Owner in form, amount and Surety. The premium on such Bond(s) shall be paid by the Contractor. No payments on any Monthly Estimate shall become due and none shall be made until the new Surety shall have been approved and the Bond(s) executed and accepted.

00752.03 CONTRACTOR'S INSURANCE

The Contractor, at their own expense, shall procure and maintain until one year after the date of the Notice of Certificate of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred, insurance for liability for damages required by law of the kinds and in the amounts stated herein and as may be modified by provisions in the Additional Instructions, through insurance companies authorized to operate in New York State. The insurance shall cover all operations necessary to complete the work, whether performed by the Contractor or Subcontractors. Before starting work, the Contractor shall furnish the Owner one duplicate original policy and five certificates of insurance for each and every type of insurance required.

SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.03 CONTRACTOR'S INSURANCE - Continued

All liability insurance required by this Contract shall be maintained in force during the term of this Contract and until one year after the date of the Notice of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred.

- | | | |
|----|---|---|
| 1. | Commercial General Liability Insurance
Bodily Injury & Property Damage | \$1,000,000 Occurrence
\$2,000,000 Aggregate |
| 2. | Automobile Liability
Bodily Injury & Property Damage | \$1,000,000 Combined Single Limit |
| 3. | Umbrella Liability | \$4,000,000 Occurrence
\$4,000,000 Aggregate |
| 4. | Workers Compensation & Employers Liability | Statutory |
- A. Additional Insured – Contractor shall name Contractor, Owner, the Engineers and any other entity required by contract as additional insured on all liability policies except Workers Compensation and Owners, Contractors Protective Liability with respect to all operations under the Contract by the Contractor, Subcontractor, including suspension and omissions of the Owner. The additional insured status shall be on a primary and non contributing basis over all other valid and collectible insurance, with respect to this Contract.
- B. Additional Conditions
1. Waiver of Subrogation: The Contractor and Subcontractors waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Owner, the Engineer, the Engineer's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by bodily injury, property damage, fire or other causes of loss to the extent covered by insurance provided under the Contract or other insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate

SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.03 CONTRACTOR'S INSURANCE - Continued

agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2. Commercial General Liability (CGL):
 - a. Coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project/location.
 - c. CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury and contractual liability.
 - d. Contractor, Owner and all other parties required of the Contractor, shall be included as additional insureds on the CGL. Coverage for the additional insureds shall apply as Primary and noncontributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
 - e. Contractor and Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least one year after Contractor or Subcontractor last performs any work under the Contract.
3. Auto Liability:
 - a. Business Auto Liability with a combined single limit of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. General Contractor, Owner, Engineers and all other parties required of the General Contractor, shall be included as additional insureds on the auto policy.

SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.03 CONTRACTOR'S INSURANCE - Continued

4. Umbrella Insurance:
 - a. Umbrella limits must be at \$4,000,000 each occurrence and \$4,000,000 aggregate.
 - b. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by Contractor.

5. Workers Compensation and Employers Liability:

Statutory for New York State. All other states Employers Liability/Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

6. Property Insurance (Builders Risk):

The Contractor shall provide and maintain, at their own expense, such property insurance as required by Contract. Policy(s) shall provide cover for fire, extended cover including open (special) perils and theft to insure all work and materials of the Contract against loss or damage. The value of the insurance shall at all times be equal to or greater than the full value of the Contract. Insurance policies shall be in the name of the Owner and payable to the Owner. Any proceeds there to shall be retained by the Owner as security for the performance by the Contractor in making good any loss, damage or injury. Upon such satisfactory performance by the Contractor, the proceeds shall be paid by the Owner to the Contractor.

- C. Owners, Contractors Protective Liability Insurance

Owners Protective Liability Insurance at the limits stated in the Additional Instructions issued in the name of the Owner to and covering the liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or their Subcontractor, including supervisory acts and omissions of the Owner. Unless otherwise stated in the Additional Instructions, a minimum of \$1,000,000 per occurrence / \$2,000,000 aggregate is required.

00752-6

SECTION 00752

INSURANCE, SECURITIES AND GUARANTEES

00752.03 CONTRACTOR'S INSURANCE - Continued

D. Insurance Certificates

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor/Owner.

END OF SECTION

GENERAL CONDITIONS

SECTION 00753

STATUS OF CONTRACTOR

00753.01 REPRESENTATIONS OF CONTRACTOR

The Contractor warrants and represents that:

- A. They are familiar with all Federal, State, County and Municipal laws, ordinances, regulations and codes pertinent to the work and those employed in connection therewith, including any special acts relating to the work or the Project.
- B. They have carefully examined all the Contract Documents and the Site and has, thereby satisfied themselves as to: the location and nature of the work; the quantity, quality and nature of both surface and subsurface structures and materials apt to be encountered; the quantity, quality and types of plant, equipment and other facilities necessary for the performance of the work; the general and local conditions; and all other matters which may in any way affect the work or their performance under the Contract.
- C. Such work, both temporary and permanent, required under the Contract can be satisfactorily constructed and used for its intended purpose, without injury to any person or damage to any property.
- D. They are financially solvent and experienced in and competent to perform the work of the Contract.
- E. If a corporation foreign to the State of New York, they are aware of the provisions of Article 13 of the Business Corporation Law, with specific reference to the requirements in Section 1301 that certain corporations may not do business in this State without first obtaining a certificate of authority from the Secretary of State.
- F. If a corporation, they are aware of the provisions of Article 145 of the Education Law, with specific reference to the requirements and prohibitions of Section 7209 relating to the practice of professional engineering, or the use of the word "engineer" or "engineering" in a corporate name.

00753-2

SECTION 00753

STATUS OF CONTRACTOR

00753.02 ADDRESS OF CONTRACTOR

Both the address given in the bid and the Contractor's office at or near the Site, if such is established, are designated as places to either of which letter, notices, or other communications to the Contractor may be mailed or delivered. The delivery at either place, or the depositing, in a post-paid wrapper addressed to either place, in any regularly maintained U.S. Post Office Box, of any letter, notice, or other communication shall be deemed sufficient service thereof upon the Contract. If at any time during the life of the Contract, it is necessary to change either address, the Contractor shall give written notice to the Owner, the Surety and the Engineer.

Nothing herein shall act to prevent or invalidate the personal delivery in hand of any letter, notice or other communication to the Contractor.

00753.03 PATENTS

The Contractor shall pay, as part of this Contract, all costs and fees required to obtain the legal right to use patented equipment, designs, or procedures to be used, as part of the work on this Contract.

The Contractor shall defend, indemnify, keep and save harmless the Owner from all costs, damages, liabilities, judgments and expenses, including reasonable attorney fees which may in any way arise against the Owner because of the use of any patented material, equipment or process furnished or used in the performance of the work or because of the use of patented designs supplied by the Contractor and accepted by the Owner.

If any claim, suit or action at law or inequity of any kind involving any such patent is brought against the Owner, the Owner may retain from any moneys due or to become due to the Contractor an amount considered sufficient by the Owner to protect itself against loss until such action is settled and satisfactory evidence to that effect has been supplied to the Owner.

00753.04 CONTRACTOR'S OBLIGATIONS

The Contractor shall furnish all the plant, machinery, labor, equipment, material, tools, appliances, shoring, bracing and scaffolding necessary to the proper and safe completion of the work in the manner specified, shown and directed within the time specified. They shall suitably cover the work whenever necessary, and otherwise protect it from damage from any cause whatsoever.

SECTION 00753

STATUS OF CONTRACTOR

00753.04 CONTRACTOR'S OBLIGATIONS - Continued

If in the opinion of the Engineer the Contractor's procedures or appliances appear at any time, either before or during progress of the work, to be inadequate or insufficient to provide the quality of the work, or the rate of progress specified, they may order the Contractor to improve their character and increase their sufficiency, and the Contractor shall comply therewith. However, failure of the Engineer to issue such an order shall not relieve the Contractor of their obligations to secure the safety, quality or progress of the work, and the Contractor alone shall be responsible for the safety, adequacy and efficiency of their methods, plant and appliances.

00753.05 LIABILITY FOR INJURIES OR DAMAGE

The Contractor shall be solely responsible and liable for the safety and protection of all persons, including but not limited to the Owner, Engineer, Contractor and Subcontractor and their employees, suppliers and visitors, and shall be solely responsible and liable for the safety and protection of property, including but not limited to the Site and its appurtenances and equipment, and they shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property and its appurtenances, which occurs on account of the work, or because of any negligence, fault or default of the Contractor, a Subcontractor or any of their officers, employees or agents.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. They shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

00753.06 GENERAL INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under this Contract, 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 tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part

00753-4

SECTION 00753

STATUS OF CONTRACTOR

00753.06 GENERAL INDEMNIFICATION - Continued

by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

00753.07 CONTRACTOR'S CLAIM FOR DISPUTED WORK

If the Contractor believes they or their Subcontractor or anyone directly or indirectly employed by any of them has sustained damage for disputed work, for which they claim they should be compensated, they shall give written notice to the Engineer, describing the nature and circumstances of the disputed work, within seven days after sustaining such damage. The Contractor shall also file with the Engineer, within 30 days of the date on which the alleged damage occurred, an itemized statement of the character and amounts of such damage. Unless both statements shall be filed as so required, the claim for compensation shall be considered invalid and the Contractor shall not be entitled to any payment therefor.

The Contractor shall proceed diligently with performance of the disputed work pending final resolution of their claim for damages.

During the progress of such disputed work, the Contractor shall provide to the Engineer daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof as specified in Section 00757.03.

If the Owner determines that the work in question is Contract work and not a Changed condition, they shall direct the Contractor to continue the disputed work, and the Contractor must promptly comply.

If the Owner determines that the work in question is not Contract work and is a Changed condition, they shall direct the Contractor to continue the work and shall have prepared a Change Order in accordance with Section 00757.03.

SECTION 00753

STATUS OF CONTRACTOR

00753.08 NO CLAIMS AGAINST INDIVIDUALS

No claim shall be made by the Contractor or their Subcontractor or anyone directly or indirectly employed by any of them against any officer, employee or agent of the Owner and the Engineer for, or because of, anything done or failure to be done in connection with the work.

00753.09 CONTRACTOR'S TITLE TO MATERIALS

Neither the Contractor nor any Subcontractor shall purchase any materials, equipment or supplies for work subject to any chattel mortgage or under a conditional sale agreement or other agreement by which an interest is retained by the seller. The Contractor shall obtain and maintain good and clear title to all materials and supplies used by them in the work until attachment to or incorporation in the work.

Nothing in the Contract shall be construed as vesting in the Contractor any property right in materials or equipment specified after they shall have been attached to or incorporated in the work or the ground, nor in materials and equipment for which partial payments have been made. All such materials and equipment shall become the property of the Owner upon such attachment or incorporation.

00753.10 TITLE TO OLD MATERIALS

All materials removed from existing structures or construction, and all materials or articles of intrinsic or historic value found in excavations or on the Site shall be brought to the attention of the Engineer, and if they shall so order, shall become or remain the property of the Owner, and shall be carefully preserved for future use. If not claimed by the Owner, such materials or articles shall be removed from the Site and disposed of by the Contractor at their own expense.

END OF SECTION

GENERAL CONDITIONS

SECTION 00754

CONTRACTOR'S ORGANIZATION & STAFF

00754.01 SUPERINTENDENTS, FOREMEN & AGENTS

The Contractor shall at all times, except during periods of shut-down or work suspension that have been approved or directed, have a competent superintendent, foreman or other representative on the Site, who shall see that the work is performed in accordance with the Contract Documents and directions of the Engineer given thereunder, and who shall have authority to act for the Contractor and to receive and carry out orders from the Engineer, and who shall receive materials and equipment shipped to the Contractor. The Contractor shall be responsible for the acts of their superintendents, foremen, agents and employees during the life of the Contract.

00754.02 COMPETENCY & CHARACTER OF EMPLOYEES

The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen.

Whenever the Engineer informs the Contractor that any person on the work is, in the Engineer's opinion, incompetent, intemperate, unfaithful, insufficiently skillful, or disorderly, or refuses to carry out the provisions of the Contract, or to stop doing unsatisfactory work when so ordered, or who uses threatening or abusive language to, or engages in offensive, hostile, or harassing conduct toward the Owner, Engineer, or any authorized representative(s) thereof, such person shall be discharged from the work by the Contractor and shall not again be employed without written consent of the Engineer.

00754.03 CONTRACTOR'S FIELD OFFICE

Unless waived by provisions within Additional Instructions, the Contractor shall provide, furnish and maintain for their own use a field office, with telephone, on the Site during the entire period of construction. The Contractor shall obtain approval of the Engineer of the type, size and location of such office, shanties or other temporary structures on the Site, prior to their erection.

00754-2

SECTION 00754

CONTRACTOR'S ORGANIZATION & STAFF

00754.03 CONTRACTOR'S FIELD OFFICE - Continued

The Contractor will receive no direct payment for providing, maintaining or removing the Contractor's Field Office specified above, and compensation for same shall be included, as part of their overhead, in the prices to be paid for the various items in this Contract.

END OF SECTION

GENERAL CONDITIONS

SECTION 00755

PERMITS, TAXES, ACCESS, OTHER CONTRACTS

00755.01 LAWS, REGULATIONS & PERMITS

The Contractor shall procure at their own expense all necessary permits from the Federal, State, County, Town, municipal or other public agencies that may be involved in the work or the Project or have jurisdiction thereover, and shall serve all notices required by law or ordinance and pay all fees and charges incidental thereto. They shall at all times keep themselves fully informed of all laws, ordinances and regulations which in any way affect the work, the materials, methods and equipment used in the work, the conduct of the work, and persons engaged or employed on the work, and of all orders, instructions and decrees of bodies, agencies or tribunals having any authority or jurisdiction over the work or the Project.

If the Contractor should discover any discrepancy or inconsistency in any Contract Documents relating to any permit, law, ordinance, regulation, code, order, decree or instruction, they shall immediately report the same in writing to the Engineer.

The Contractor shall at all times observe and comply with all such existing and all laws which come into existence during the execution of the Contract, as well as permits, codes, decrees, ordinances, regulations, orders and instructions, and shall cause their superintendents, foremen, employees and agents to do likewise.

00755.02 REQUIRED LEGAL PROVISIONS DEEMED INCLUDED

All clauses and provisions of law required by law to be included in the Contract shall be deemed to be included herein, and the Contract shall be interpreted, administered and enforced as though they were included. If, through oversight or otherwise, any such clause or provision is not included, or is not correctly included, the Contract shall immediately be physically amended or corrected, at the request of either party, to provide the necessary compliance.

The inclusion in the Contract Documents of any portion of any law or ordinance or code, regulation, decree, order, permit, instruction or interpretation emanating from a public body or agency, shall not be construed to mean that all such laws or legal requirements deemed necessary, in effect, or applicable to all or any portion of the work or the Contract have been included.

00755-2

SECTION 00755

PERMITS, TAXES, ACCESS, OTHER CONTRACTS

00755.03 UNLAWFUL REQUIREMENTS DEEMED EXCLUDED

If the Contract Documents contain any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making of the Contract by the parties thereto, such provision shall be construed to be of no effect and shall, upon written notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder on both parties.

00755.04 TAXES

The Contractor shall pay all sales, use, excise, transportation and other taxes and fees for which they are liable under the Contract. The cost of such taxes and fees shall be included in the price, or total of several prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor.

00755.05 ACCESS TO WORK AND CONTRACTOR'S RECORDS

The Owner and the Engineer, and their employees, agents and representatives, shall have access to the work, the Site, and the premises used by the Contractor, and the Contractor shall provide and maintain safe and suitable facilities therefor. Subcontractors, and any other parties who may contract with the Owner to do work on the Site shall, for all purposes which may be required by their contracts, have the same privileges and facilities.

Whenever requested, the Contractor shall give the Engineer access to invoices, bills of lading, trip tickets, lists of employees, survey notes and other such data connected with the work.

END OF SECTION

GENERAL CONDITIONS

SECTION 00756

TIME ELEMENTS

00756.01 COMMENCEMENT & COMPLETION

The Contractor shall begin performance of the work within the time specified in the Information for Bidders, and shall substantially complete the work within the time specified in the Information for Bidders.

00756.02 TIME OF ESSENCE

Since the provisions of this Contract relating to the commencement and completion of the work are to enable the Owner to construct and place in use an improvement or facility in accordance with a pre-determined program, such provisions are of the essence of this Contract. It is agreed that the Owner will suffer damages if the work is not completed in the time specified.

00756.03 PROGRESS

The rate of progress shall be as uniform as practicable and such that all the work will be completed within the time specified, or within any time extensions that may be granted by the Owner.

The Engineer will notify the Contractor in writing if, at any time, they are of the opinion the work is unnecessarily delayed and will not be completed on time. The Contractor shall, within 10 days after receipt of such notice, take such action as will, in the opinion of the Engineer, improve the rate of progress to an extent that will insure completion of the work within the time specified. If the Contractor shall fail or refuse to take such steps within 10 days, the Owner may notify the Contractor to stop work or terminate the Contract in accordance with the provisions of Article 00760.01, OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

00756.04 APPROVED WORK SCHEDULES

Unless waived by provision in the Information for Bidders, within three weeks after award of the Contract, the Contractor shall submit to the Engineer for approval three copies of their proposed work schedule. The schedule shall show the Contractor's proposed relative

00756-2

SECTION 00756

TIME ELEMENTS

00756.04 APPROVED WORK SCHEDULES - Continued

order and sequence of commencement and completion of all salient portions of the work, including the delivery and installation of equipment, and shall give the estimated dates of commencement and completion of the various portions of the work.

If more than one Contract is to be awarded on the same phase of the project, the General Contractor shall provide the Engineer with additional copies of their work schedule after the schedule shall have been approved. The Engineer will transmit these to the other Contractors for reference in the preparation of their proposed work schedules and submittal of same for approval. In such case each Contractor other than the General Contractor shall submit their proposed schedule for approval within three weeks after receipt of a copy of the General Contractor's approved schedule.

Each Contractor shall adhere to the approved schedule for their Contract. If a Contractor causes one or more other Contractors to be damaged by failing to adhere to their schedule, they shall save harmless the Owner and the Engineer from any and all actions and charges of the other Contractors against the Owner or the Engineer as the result of such failure.

If the Contractor is behind schedule any month, the Contractor shall indicate what measures it will take in the next thirty (30) days to put the work back on schedule. If the Engineer finds the revised schedule not acceptable they may require the Contractor to submit a new revised schedule.

If the Contractor fails to submit a work schedule within the time period described or any revision or update when required, the Owner may withhold payment pursuant to Section 00759.07 of the Contract until such time as the Contractor submits the required work schedule.

See also Article 01012.01, COLLATERAL WORK.

00756.05 WORK SUSPENSION

When, in the opinion of the Engineer, good cause of suspension of the work exists, the Contractor shall suspend the work or any portion thereof, upon written order of the Engineer, for such period of time as the Engineer may direct. If the reason for suspension is beyond the control of the Contractor, the time within which the work is required to be completed shall be extended by the number of calendar days the work is suspended.

SECTION 00756

TIME ELEMENTS

00756.06 TIME EXTENSIONS

Should the work be obstructed or delayed through the neglect, delay or default of any other Contractor on the Project, or by an Act of God, or by a general strike, or by delays caused by governmental authorities having jurisdiction over the work, or by delay on the part of the Owner in performing any work or furnishing any material or equipment stated in the Contract to be furnished by the Owner, or by any Supplementary Agreement or Change Order issued by the Owner, the Contractor shall have no claim for damages against the Owner or the Engineer, other than the price or prices agreed upon under Supplemental Agreement, or Change Order, but shall be entitled to such an extension of time for completion of the work as the Engineer certifies is equitable because of such obstruction, delay, Supplemental Agreement, or Change Order, provided that claim for a time extension is made by the Contractor, in writing within seven days from the end of the time when the alleged cause therefore shall have occurred. Time necessary for Shop Drawing review, for changes to meet actual conditions, and delays incurred by seasonal and weather limitations for the locality should be normally anticipated and are neither compensatory nor eligible for extensions of time. See also ARTICLE 01012.01, COLLATERAL WORK, and 00757.03, CHANGE ORDERS AND PAYMENT OR CREDIT THEREFOR.

00756.07 ENGINEERING AND INSPECTION CHARGES

When the work embraced in the Contract is not substantially completed on or before the date specified therein, or within any time extensions granted by the Owner, engineering and inspection expenses incurred by the Owner in connection with the work from the specified or extended date of substantial completion until the date of actual Substantial Completion shall be charged to the Contractor. The date of actual substantial completion shall be determined as the date of issuance of the Notice of Substantial Completion.

Supplementary Agreements or Change Orders added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner prior to assessing engineering and inspection charges against the Contractor.

In addition, should the Contractor apply for and receive dispensation to work more than eight hours per day or forty hours per week by the Industrial Commissioner, the Contractor will be charged the associated overtime premium rate for the Engineer's on-site inspection representative(s).

00756-4

SECTION 00756

TIME ELEMENTS

00756.07 ENGINEERING AND INSPECTION CHARGES - Continued

Should the remaining minor punch list items not be completed within sixty (60) days of the Notice of Substantial Completion or within any time extensions granted by the Owner, the Contractor shall pay the Owner for any engineering and inspection expenses incurred by the Owner from the specified or extended date of minor punch list completion until when such punch list items are fully complete.

These additional engineering and inspection charges shall be in the form of agreed-upon damages to the Owner and shall be deducted from moneys due or to become due the Contractor.

00756.08 PER DIEM CHARGES FOR DELAY

For each calendar day or fraction thereof that any work except minor punch list items as listed on the Notice of Substantial Completion shall remain uncompleted after the Contract time specified for the substantial completion of the work in the Information For Bidders or extensions thereof granted by the Owner, the Contractor shall pay the Owner agreed-upon damages as follows, unless modified in the Additional Instructions:

Original Contract Amount		Agreed-Up On Damages Per Calendar Day
From More Than	To and Including	
\$ 0	\$ 25,000	\$ 50
\$ 25,000	\$ 50,000	\$ 100
\$ 50,000	\$ 100,000	\$ 200
\$ 100,000	\$ 500,000	\$ 300
\$ 500,000	\$ 2,000,000	\$ 500
\$ 2,000,000	\$ 5,000,000	\$ 600
\$ 5,000,000	\$10,000,000	\$ 800
\$10,000,000		\$1,000

The date of actual Substantial Completion shall be determined as the date of issuance of the Notice of Substantial Completion.

SECTION 00756

TIME ELEMENTS

00756.08 PER DIEM CHARGES FOR DELAY - Continued

Such sums shall be in addition to engineering and inspection charges as provided for in ARTICLE 00756.07 and shall not be in the nature of a penalty, but agreed-upon damages to the Owner in such case and shall be a part of the consideration of the Contract.

The sums and charges specified above shall be deducted from moneys due or to become due the Contractor and the amount still owing, if any, shall be paid on demand by the Contractor or the Surety. Such payments shall not relieve the Contractor or the Surety from any other obligation under the Contract.

Before assessing engineering and inspection charges, or per diem charges for damages, the Owner will give due consideration to any and all Supplementary Agreements and Change Orders as well as extenuating circumstances beyond control of the Contractor including any delays due to any preference, priority or allocation order duly issued by the Government. Such charges will be assessed, however, in cases in which the Owner considers the Contractor liable as the result of slow work, inefficient operation, insufficient labor, equipment or material, the removal and replacement of poor work, or other unwarranted reasons.

END OF SECTION

GENERAL CONDITIONS

SECTION 00757

CHANGES IN THE WORK

00757.01 RIGHT TO ALTER CONTRACT

The Owner may at any time alter or modify the Contract Documents, and the Contractor shall conform to such alterations or modifications after the Owner and the Contractor shall have entered into a Supplementary Agreement in writing therefor. The Contractor shall perform no work and furnish no material in connection with the alterations or modifications, nor shall they receive any additional payment therefor, unless and until such a Supplementary Agreement has been executed, as required by law. The Owner and the Contractor agree that alterations and modifications thus made shall in no way compromise the validity or coverage of the original Contract or Bond, or the liability of the signers thereof. All work performed under any such Supplementary Agreement shall be subject to all the provisions of the original Contract not expressly altered or modified.

00757.02 MINOR CHANGES

When ordered by the Engineer, the Contractor shall make minor changes in the location of the work, installation of equipment, and other things called for in the Contract, at no additional cost to the Owner. Such minor changes shall be limited to matters that do not alter the character, quantity or cost of the work as a whole. The Engineer shall be the sole judge of what constitutes a minor change.

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR

The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work the contract sum being adjusted accordingly. All such work shall be executed in conformity with the terms and conditions of the original Contract, unless otherwise provided in the order for same. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a Change Order, bearing the signed approval of the Owner and the signed acceptance of the Contractor, except in the case of disagreement as to value of changes, when the Contractor's signature to the order will not be mandatory. Change Order shall describe or

SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

enumerate the work to be performed and state the price, if any, to be added to or deducted from the Contract sum. If the nature of the work is such that a Change Order, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Owner, with the accompanying statement that a Change Order will be issued when the necessary information is at hand.

Except as provided in the above paragraph, no change shall be made, unless in pursuance of a Change Order, and no claim for an addition to the Contract sum shall be valid unless so ordered. If the Contractor believes that any instructions, by drawing or otherwise, involves extra cost under their Contract, they shall give the Owner and the Engineer written notice and then proceed as indicated in Article 00753.07, Contractor's Claim for Disputed Work.

The value of any Change Order shall be determined by one or more of the following methods and in the following order:

- A. By prices specifically named in the specifications or proposals.
- B. By acceptance of agreed unit prices based on estimated cost plus overhead and profit as applicable.
- C. By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- D. By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- E. By estimate of the value as deducible from the approved detailed estimate.

SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by the following paragraph. Overhead shall be considered to include, but not be limited to insurance (other than as mentioned in the following paragraph) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary.

1. Cost of materials delivered to the job site for incorporation into the Contract work.
2. Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.
3. Premiums or taxes paid by the Contractor for Worker's Compensation Insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
4. Sales tax paid as required by law.
5. Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of the published monthly rate. In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost.

SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

6. When the material furnished under item (1) is used material, its value shall be prorated to the value of new material, but should be no more than its cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under item (1) exceeds the cost of salvage, a suitable credit shall be given the Owner.

Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes their proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.

If the work is done directly by the Contractor, overhead in an amount of 10% may be added if method B, C or D is used, and to the cost of the labor and materials plus overhead there may be added 10% for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph and in the following paragraph. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

If the work is done by a Subcontractor, Subcontractor's overhead in the amount of 5% may be added to cost of labor and materials if method B, C or D is used and to the cost of labor and materials plus overhead there may be added 10% for the Subcontractor's profit. To this amount there may be added 10% for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of changes under a contract exceeds \$75,000, the 10% overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to 5%, and the combined overhead and profit of 10% applied to sub-contract billings shall be reduced to 5%. In addition, on all individual Change Orders in excess of \$75,000, the overhead shall be no more than 5% of the total actual cost of labor and materials incurred by the prime Contractor, and the combined prime Contractor's overhead and profit allowance applied to Sub-contract billings shall be no more than 5%.

SECTION 00757

CHANGES IN THE WORK

00757.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR - Continued

The Owner shall determine by which of the foregoing methods the value of any changes shall be computed.

00757.04 CORRECTION OF WORK

Any materials, plant or equipment delivered to the Site for use in the work which may be disapproved by the Engineer as unsuitable or not in keeping with the Specifications shall be immediately removed by the Contractor from the Site.

If any portion of the work is damaged in any way, or if defects or faults develop before the Inspection at Substantial Completion and issuance of a Certificate of Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defects to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from their obligations to repair, replace or otherwise make good the work at their own expense, notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

00757.05 EMERGENCY POWERS UNIMPAIRED

The provisions of this Section 00757 shall not detract from the authority of the Contractor or the Engineer to act in case of emergency, as provided elsewhere in the Contract Documents.

END OF SECTION

GENERAL CONDITIONS

SECTION 00758

ASSIGNMENT & SUBCONTRACTS

00758.01 SUBCONTRACTS

Should the Contractor desire to subcontract any portion of the work, they shall first submit to the Engineer a statement outlining the nature and amount of the work proposed to be subcontracted and the name of the person, firm or corporation they proposes as Subcontractor. If requested by the Engineer, the Contractor shall also provide a statement as to the proposed Subcontractor's experience, financial ability, insurance certificates, or other qualifications for the nature and scope of the work proposed to be undertaken.

The proposed Subcontractor shall not enter upon the Site nor perform any work, either on or off the Site, until written approval of the Subcontractor has been granted by the Engineer and the Surety.

Subcontracts shall in no way, directly or indirectly, release, compromise or modify the responsibility of the Contractor or the Surety for the satisfactory and full completion of the work. The Owner shall not be liable to any Subcontractor for any lien on structures to be constructed as part of the work or claim on moneys due the Contractor or any other lien, claim or damages whatsoever. The approval of the Engineer and the Surety of a Subcontractor shall in no way create a contractual obligation between the Owner and the Subcontractor.

In the event a Subcontractor shall disregard the directions of the Engineer, or fail in any other way to abide by all conditions of the Contract, the Contractor shall, upon written order of the Engineer, require the Subcontractor to discontinue work under the Contract.

The Contractor shall be responsible for the coordination of all of their Subcontractors engaged upon the work, both in connection with their own work and the work of other contractors, if any, working collaterally on the Project.

The divisions or sections of the various Contract Documents and Bid Items are not intended to define portions of the work to be divided among Subcontractors, nor to influence the Contractor to award Subcontracts, nor to limit or enlarge the work performed by any trade, unless a Subcontractor experienced in providing a certain specialized type of work is specifically required in the Contract.

00758-2

SECTION 00758

ASSIGNMENT & SUBCONTRACTS

00758.02 LIMIT OF SUBCONTRACTS VALUE

The Owner reserves the right to limit the total value of all Subcontracts to fifty (50) percent of the total Contract price.

00758.03 ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, the Contractor shall not assign, convey, transfer, sublet or otherwise dispose of this Contract, or of their right, title or interest therein, or their power to execute such Contract, to any other person or corporation without the prior written consent of the Owner.

If the Contractor shall, without such consent of the Owner, assign, convey, transfer, sublet or otherwise dispose of this Contract to any other person or corporation, the Owner may revoke and annul the Contract, in which instance the Owner shall be relieved and discharged from any and all liability and obligations to the Contractor arising from the Contract, and to the persons or corporation to which the Contract shall have been assigned, conveyed, transferred, sublet or otherwise disposed of, and the Contractor and their assignees, conveyees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such Contract, except so much as they may be required to pay their employees.

Nothing herein shall prevent an assignment by the Contractor for the benefit of their creditors made pursuant to the laws of the State of New York.

00758.04 PAYMENT

Payment to Subcontractors and/or material suppliers shall be in accordance with Section 106b of the General Municipal Law of the State of New York.

END OF SECTION

GENERAL CONDITIONS

SECTION 00759

PAYMENTS

00759.01 ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities given in the Bid are only for the purpose of comparing bids and that they are satisfied with and will at no time dispute the said estimates as a means of comparing the aforesaid bids, that they will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of the various classes of work actually furnished or performed, that the Owner shall not be held responsible if any of the said estimated quantities should be found to not even approximate those actually measured during performance of the work, and that the Engineer may direct an increase, decrease or omission of the quantities of any class or part of the work as may be deemed necessary or desirable.

00759.02 PRICES ALL-INCLUSIVE

The price or prices herein agreed to shall be for the work complete, and shall include the furnishings of all labor, tools, plant, equipment and materials therefor, whether required directly or indirectly, unless otherwise specified.

00759.03 LUMP SUM PRICES

A lump sum price stated in the Bid for an item shall be for the work complete as shown on the Plans and described in the Specifications for the corresponding item and shall include the cost of all labor, tools, plant, equipment and materials, specified or implied, incidental to the work of the item complete and ready for the service intended.

Within three weeks after execution of the Contract, the Contractor shall submit to the Engineer for approval three copies of a detailed schedule showing the breakdown of all lump sum bid prices in the Contract. The schedule shall indicate the quantities and amount estimated for each part of the work. The schedule shall be apportioned by the Contractor for labor and for materials, if so requested by the Engineer. The Contractor shall revise the schedule until it is satisfactory to the Engineer. The approved breakdown will be used in the preparation of monthly estimates and payments to the Contractor.

00759-2

SECTION 00759

PAYMENTS

00759.04 UNIT PRICES

A unit price stated in the Bid for an item of the work specified to be measured for payment by units of volume, weight, area, length or number shall be paid for each unit of the net amount of the work of the item actually performed or furnished and incorporated in the finished work in accordance with the Specifications, Plans and as directed, as measured along the payment lines specified or shown, local custom to the contrary notwithstanding. It is agreed that the planimeter shall be considered an instrument of precision for the measurement on drawings and plans of areas in connection with the estimation of quantities in cases where geometric methods would be comparatively laborious.

00759.05 MONTHLY ESTIMATES AND PAYMENTS

Unless otherwise noted in the Additional Instructions or the Specifications once each month, on a day of the month selected by the Engineer, they will make an estimate of the value of the work done during the previous month, provided such value exceeds one thousand dollars. The Engineer shall submit this Monthly Estimate to the Owner for payment. The Owner will pay the Contractor each month, within 30 days of the date of the Monthly Estimate, a sum equal to ninety-five (95) percent of the Monthly Estimate, retaining five (5) percent of each estimate until the work or major portions thereof is substantially completed.

The work will be considered Substantially Complete when the work of the Contract including all alterations or modifications (see Section 00757 - CHANGES IN THE WORK) is at least ninety-nine (99) percent complete and the estimated value of minor items to be completed is equal to or less than one (1) percent.

The Engineer will include in the Monthly Estimates the delivered cost of equipment and non-perishable materials on site and off site which have been tested or inspected by the Engineer and approved by them for incorporation in the work. Only equipment and materials for which the Contractor furnishes the Engineer receipted invoices as evidence that they have unconditional title thereto will be included. Such invoices shall be furnished the Engineer at least ten days in advance of the established date of preparation of Monthly Estimates.

SECTION 00759

PAYMENTS

00759.05 MONTHLY ESTIMATES AND PAYMENTS - Continued

The Contractor shall provide and maintain insurance for the said equipment and materials (on site and off site) as specified in 00752.03.

Payments made for materials and equipment delivered will in no way affect the Contractor's responsibilities regarding the same.

00759.06 WITHDRAWAL OF RETAINED PERCENTAGE

Pursuant to Section 106 of New York State General Municipal Law and notwithstanding any inconsistent provisions of any general, special or local law under any contract made or awarded by any political subdivision, or any officer, board or agency thereof, or of any district therein, the Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the Contractor pursuant to the terms of the Contract, upon depositing with the Fiscal Officer of the Political Subdivision or district therein (1) bonds or notes of the United States of America, or obligations, the payment of which is guaranteed by the United States of America, or (2) bonds or notes of the State of New York, or (3) bonds of any political subdivision of the State of New York, of a market value equal to the amount withdrawn. The Fiscal Officer of the Political Subdivision or of a district therein, from time to time shall pay the same, when and as collected, to the Contractor who deposited such obligations. When the deposit is in the form of coupon bonds, the coupons shall be delivered to the Contractor as they respectively come due. The Contractor shall not be entitled to interest or income on, or the coupons of, any obligations so deposited by them, the proceeds of which shall have been used or applied by the Political Subdivision or district therein pursuant to the terms of the Contract. The Fiscal Officer shall be entitled to charge a reasonable fee for such service.

00759.07 OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor such portions of any approved payments due them as the Owner may judge necessary to:

- A. Protect the Owner from loss due to defective work not remedied;

00759-4

SECTION 00759

PAYMENTS

00759.07 OWNER'S RIGHT TO WITHHOLD PAYMENTS - Continued

- B. Failure to provide work schedule or revisions thereto;
- C. Assure the payment of just claims then due and unpaid for labor or materials;
- D. Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors, or others caused by acts of neglect of the Contractor or their Subcontractors. The Owner shall have the right as agent for the Contractor to apply moneys so withheld as the Owner may deem proper to secure such protection or satisfy such claims, and such payments shall be deemed made for the account of the Contractor.

00759.08 INSPECTION AT SUBSTANTIAL COMPLETION

The Engineer will make an Inspection of the work as soon as possible after the Contractor gives written notice that the work is substantially complete. The Contractor shall assist the Engineer, as may be required, in making the Inspection. Cost to the Contractor, if any, to assist the Engineer in making the Inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for their work. After making the Inspection, the Engineer will notify the Contractor in writing of the results, including particulars regarding any part of the work which, in their opinion, is incomplete or requires correction or additional cleaning. The Contractor shall make good any incomplete or defective work before again asking for another Inspection. If in the opinion of the Engineer the work is substantially complete, the Engineer shall issue in writing a Notice of Substantial Completion. Said Notice will list those minor items requiring completion before Final Payment. (See also ARTICLE 00757.04, CORRECTION OF WORK.)

00759.09 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon issuance of the Notice of Substantial Completion by the Engineer, and the submission by the Contractor of a written statement from Surety that the Performance Bond (Labor & Materials Payment Bonds included) in the amount of one hundred (100) percent of the value of the Contract is in force for a period of one year following the date of Notice of Substantial Completion, the Engineer will file a Certificate of Substantial Completion with the Owner and the Contractor, certifying that the work is substantially complete and setting forth the amount of work performed and compensation earned by the Contractor. All prior estimates of the amount and value of work performed shall be subject to correction in this certification.

SECTION 00759

PAYMENTS

00759.10 PAYMENT AT SUBSTANTIAL COMPLETION

Within 30 days after the filing of the Certificate of Substantial Completion the Owner will pay the Contractor one hundred (100) percent of the full value of the work certified therein, less twice the value of any minor work remaining to be completed and all prior payments and advances to or for the account of the Contractor, and the amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been discharged.

00759.11 FINAL PAYMENT

The Contractor shall fully complete the remaining minor items within sixty (60) days of the issuance of the Notice of Substantial Completion.

Upon certification by the Engineer that the remaining items of the Contract including all corrections, alterations and/or modifications have been completed and that no repairs, renewals or replacements are required of the Contractor, or that, if required, such remedies have been effected, the Engineer shall prepare a Final Payment request recommending to the Owner payment to the Contractor of the amount retained at the time of substantial completion less any amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been discharged.

Within 30 days after the receipt from the Contractor of acceptable affidavits, certificates or waivers as evidence that no right to any claim or lien exists, the Owner will pay the remainder of the Contract as indicated in the Final Payment.

See also Article 00150.06, VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS.

00759.12 ACCEPTANCE OF FINAL PAYMENT

Acceptance by the Contractor of the Final Payment shall serve as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the work, and for any and all acts of neglect of the Owner or others relating to or because of the work, except the Contractor's claim for interest upon the Final Payment, if this payment is unduly delayed. No payment whatsoever shall operate to release the Contractor or the Surety from their obligations under the Contract or Bond.

SECTION 00759

PAYMENTS

00759.13 GUARANTEE INSPECTION

On or about one year from and after the date of the Notice of Substantial Completion, the Engineer will again inspect the work. The Contractor shall assist the Engineer, as may be required, to make the one year inspection. Cost to the Contractor, if any, to assist the Engineer in making the one year inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for this work. The Contractor shall provide any and all repairs, renewals or replacements which may be revealed as necessary in this Guarantee Inspection and which, in the opinion of the Engineer, are the responsibility of the Contractor. Should the Contractor fail to comply with written instructions of the Engineer regarding these remedies, the Owner will cause the remedies to be made by others and will pay the cost which will be reimbursed by the Contractor and/or their Surety.

The Contractor and their Surety agree that the Contractor's Performance Bond (Labor & Materials Payment Bonds included) shall cover fully all guarantees as specified herein and in ARTICLE 00752.01.

00759.14 ACCEPTANCE OF PORTIONS OF THE WORK

The Owner reserves the right to accept for their service and use any portion of the work at any time during the life of the Contract without prejudice to the Owner in enforcing any provisions of the Contract.

The Owner may accept the portion or portions of the work which is substantially complete under the following agreed procedures:

- A. The Contractor will be notified by the Engineer in advance as to what portion or portions of the work the Owner intends to accept for their use and service.
- B. The retained percentage for the Substantially Completed portion or portions of work shall be released in accordance with ARTICLE 00759.09.
- C. The guarantee period applicable to that portion or portions of the work shall start from the date of acceptance.
- D. The remaining minor items of the portion or portions of substantially completed work shall be finished or corrected to the satisfaction of the Engineer.

SECTION 00759

PAYMENTS

00759.14 ACCEPTANCE OF PORTIONS OF THE WORK - Continued

- E. The Owner will assume responsibility for maintenance, heat, utilities and insurance on accepted portion or portions of the work.
- F. All applicable provisions specified in this Section for work deemed substantially complete shall apply.

00759.15 REPAIR OR REPLACEMENT OF DAMAGED, DEFECTIVE OR FAULTY WORK

If any portion of the work is damaged in any way, or if defects or faults develop before the inspection at Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defect to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from their obligations to repair, replace or otherwise make good the work at their own expense, notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

00759.16 PAYMENT TO SUBCONTRACTORS BY CONTRACTOR

Within fifteen calendar days of the receipt of the payment from the Owner, the Contractor shall pay the Subcontractors, and/or material suppliers a sum equal to the value of the work performed less any amount necessary to satisfy claims, liens or judgements that have been discharged less any amount retained as hereafter described.

- A. The retained amount shall not exceed more than 5% on each payment except that 10% of each payment may be retained, if the Subcontractor(s) and/or material suppliers failed to provide a Performance Bond (Labor & Materials Payment Bonds included) in the full amount of the Sub-contract.
- B. The Contractor shall not retain any money from Subcontractor(s) and/or material suppliers, after receipt of the Certificate of Substantial Completion payment.

00759-8

SECTION 00759

PAYMENTS

00759.16 PAYMENT TO SUBCONTRACTORS BY CONTRACTOR - Continued

Within fifteen calendar days of the receipt of the payment from the Contractor, the Subcontractor(s) and/or material suppliers shall pay each of their Subcontractors and/or material suppliers in same manner as the Contractor has paid the Subcontractor(s) and/or material suppliers.

The Owner shall not be under any obligation to see that the Contractor makes any payment to a Subcontractor and/or material suppliers.

END OF SECTION

GENERAL CONDITIONS

SECTION 00760

CONTRACT TERMINATION

00760.01 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner, by seven days written notice to the Contractor and without prejudice to any other rights or remedies it may have, may terminate the employment of the Contractor and their right to proceed, either as to the entire work or any portion thereof on which delay shall have occurred, and may take possession of and complete the work by contract or otherwise, as the Owner may deem expedient, in the event of any of the following:

- A. If the Contractor shall refuse or fail, after being warned by the Engineer, to supply enough competent workmen, equipment or proper materials, or
- B. If the Contractor shall refuse or fail to perform the work or any part thereof with sufficient diligence to insure its completion within the time specified, or shall fail to complete the work within said period, or
- C. If the Contractor shall fail to promptly pay persons supplying labor or materials for the work, or
- D. If the Contractor shall fail or refuse to regard laws, ordinances, permits or orders from the Engineer or otherwise substantially violate any provision of this Contract, or
- E. If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- F. If a receiver or liquidator shall be appointed for the Contractor or for any of their property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days.

If the Owner so terminates or stops the Contractor, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of moneys to be paid the Contractor hereunder shall exceed the cost of completing the work, including the cost of

00760-2

SECTION 00760

CONTRACT TERMINATION

00760.01 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT -
Continued

additional administrative, managerial, engineering, and inspection services and or delay, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and the Surety shall be liable to the Owner for the excess.

If the right of the Contractor to proceed is terminated as provided herein, the Owner may take possession of and use in completing the work such materials, plant, equipment, supplies and appliances as may be on the Site and necessary to the work, provided that the termination was not made pursuant to paragraphs "E" or "F" above.

00760.02 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

In the event the work shall be halted by order of a Court or any other public authority having jurisdiction for a period of 90 days or more without act or fault of the Contractor or any Subcontractor, the Contractor, upon 10 days written notice to the Owner, may terminate the Contract or discontinue performance of the work. In either case the liability of the Owner to the Contractor shall be determined as provided in ARTICLE 00760.01, except that the Contractor shall not be obligated to pay to the Owner any excess of the cost of completing the work over the unpaid balance of the payments to be made to the Contractor hereunder.

00760.03 OTHER TERMINATION PROVISIONS

In addition to the provisions set forth in this Section 00760, specific references relating to termination or cancellation of the Contract are contained elsewhere herein. These include but are not limited to:

- | | |
|------------|--|
| 00150.03 | NON-DISCRIMINATION AND LABOR PRACTICES |
| 00752.03.A | WORKER'S COMPENSATION INSURANCE |
| 00756.03 | PROGRESS |
| 00758.03 | ASSIGNMENT |

END OF SECTION

GENERAL CONDITIONS

SECTION 00761

DESCRIPTION & DELINEATION OF THE WORK

00761.01 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans, Specifications and other Contract Documents is to provide for the work outlined and delineated therein, complete in every detail for the purpose designated. The Contractor agrees to furnish everything necessary for the work as intended, any omission in the Plans or Specifications notwithstanding.

The Contractor shall furnish all materials, tools, plant equipment and labor, except those specifically set forth herein as to be furnished by the Owner, required to construct and place in complete and satisfactory working order the work contemplated by the Contract Documents. The mention in any part of the Specifications of any specific liability, duty or responsibility of the Contractor will not be construed as a restriction, limitation or waiver of any general liability, duty or responsibility of the Contractor, such mention being merely for explanatory purposes. The Contractor shall be solely responsible for the adequacy of their plant, tools and equipment, approval of the Engineer notwithstanding.

The Contractor shall do the work in a manner judged to best promote rapid construction consistent with due regard for the safety of life and the preservation of property, the satisfaction of the Engineer, and the intent of the Contract Documents.

The Contractor shall:

- a) make all necessary excavations or embankments.
- b) do all clearing and grubbing.
- c) place all sheeting, shoring, bracing and supports.
- d) furnish all underdrains.
- e) provide draining, pumping bailing, ditching and diking for surface or below ground water.
- f) provide all things necessary to protect, support and maintain structures, utilities, drains, conduits, culverts, trees, fences, poles, walls, earth banks, shrubbery, sidewalks, railways, roadways and drives.
- g) repair all damage done to items in (f) above.
- h) do all fencing, lighting and watching.
- i) drive all piles and construct all foundations.

00761-2

SECTION 00761

DESCRIPTION & DELINEATION OF THE WORK

00761.01 INTENT OF PLANS AND SPECIFICATIONS - Continued

- j) construct all concrete, brick, stone, tile and timber work.
- k) place all iron and steel work and reinforcement.
- l) lay all water pipes, sewers, drains and conduits and make all connections to or between such.
- m) resurface and repave all streets, sidewalks, roads or drives open cut or damaged.
- n) refill all trenches and excavations.
- o) provide all fences, bridges, fills, detours and signs for maintenance of travel in public ways.
- p) make all connections to or between existing structures and utilities.
- q) construct all buildings and structures.
- r) furnish and install equipment.
- s) clean up and dispose of all rubbish and surplus materials.

00761.02 INTERPRETATION OF PLANS & SPECIFICATIONS

The Engineer shall interpret the Plans and Specifications, and any Change Orders or Supplemental Agreements. Anything shown on the Plans but not included in the Specifications, or mentioned in the Specifications but not shown on the Plans, shall have the same effect as if set forth in both. In the event of a conflict between the Plans and Specifications, the Specifications shall govern. The attention of the Engineer shall be called to any discrepancies, as required by ARTICLE 01340.06.

00761.03 CONTRACT DRAWINGS

The location, nature and many details of the work are shown on the Contract Drawings. The work shall be constructed as shown on these Plans and such other drawings as may be issued during the life of the Contract by the Engineer, or furnished by the Contractor and approved by the Engineer.

The purpose of the Contract Drawings together with other Contract Documents, is to provide Bidders with sufficient information to prepare adequate and equitable Bids and to provide an adequate and equitable basis for the Agreement. The Contract Drawings may or may not provide sufficient detail for the actual construction of all segments of the work as shown and

SECTION 00761

DESCRIPTION & DELINEATION OF THE WORK

00761.03 CONTRACT DRAWINGS - Continued

specified. The Contractor shall furnish Construction Drawings or other drawings, as specified or requested, or, as may be required to adequately delineate for their workers all details necessary for the work.

The Contract Drawings were prepared on 24" x 36" tracings. Reduced-size prints may have been prepared for the convenience of Bidders and others. During construction, the Contractor shall obtain data and information from full-size prints in preference to reduced-size prints.

Unless otherwise stated in the Information For Bidders, the Contractor will be furnished, free of charge, three copies of the Contract Documents, including three sets of Contract Drawings. Any other copies of the Contract Documents which the Contractor may desire can be obtained by their from the Engineer at the cost of duplication thereof.

The Contractor shall keep at least one set of Specifications and one full-size set of Plans on the Site, and shall at all times give the Engineer and the Owner access thereto.

00761.04 ADDITIONAL OR SUPPLEMENTAL DRAWINGS

The Engineer may prepare Additional Drawings or Supplemental Drawings during the course of the work, in connection with minor changes, Change Orders, Supplemental Agreements, or to augment or amplify the Contract Drawings or other drawings, or as part of orders or instructions, and the Contractor shall abide by such drawings in the same manner as specified for the Contract Drawings.

Drawings required by the Contractor are discussed in Article 01340.01.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01012

COLLATERAL WORK

01012.01 COLLATERAL WORK

The Owner may award other contracts in connection with the Project, the work under which may proceed concurrently with the work of this Contract. In this event the Contractor shall coordinate their operations with those of the other contractors, and shall cooperate with them in the arrangement for the storage of materials and performance of the work.

The Contractor and their Subcontractors shall keep themselves informed of the progress of the work of other contractors and subcontractors and shall notify the Engineer immediately of defective workmanship or insufficient progress on the part of others, where such will interfere with their own operations. Either failure of the Contractor to keep themselves informed of the progress of work under other contracts on the Site, or failure of the Contractor to give proper notice of same, shall be deemed as acceptance by them of the status of the work under other contracts as it may affect their own work.

See also ARTICLE 00756.04, APPROVED WORK SCHEDULES, and ARTICLE 00756.06, TIME EXTENSIONS.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01015

CONTRACTOR USE OF PREMISES

01015.01 AREA AVAILABLE FOR CONTRACTOR'S USE

The Contractor shall confine their operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings. Private property adjacent the Site shall not be entered upon or used by the Contractor for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Engineer.

When required, the Contractor shall provide and maintain fences at their own expense, along the roadways and around the grounds occupied by them for the protection of adjoining property and all persons lawfully using same. Fences shall be of materials and construction suitable in the opinion of the Engineer for their intended purpose.

All work within or abutting private property shall be performed in such ways as to create the minimum of inconvenience and disturbance to the private property and its users. Excavated materials or supplies of any kind shall not be stored on off-site public or private property without written consent of the Owner thereof, and all walks and drives shall be kept open to uninterrupted passage. A copy of each such written consent shall be filed with the Engineer.

Materials delivered upon public streets shall be neatly stored between the sidewalk and the curb or ditch line, and at least 10 feet from any fire hydrant. A passageway of at least three feet shall be preserved on the sidewalk line.

01015.02 TRAVEL NOT OBSTRUCTED

The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall they wholly obstruct same without written permission of the Owner. If they are permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets, and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.

01015-2

SECTION 01015

CONTRACTOR USE OF PREMISES

01015.02 TRAVEL NOT OBSTRUCTED - Continued

Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the owner of each traveled way before interfering therewith.

01015.03 CLEANING UP

The Contractor shall remove from the Site and dispose of, at their own expense, all rubbish, refuse and unused materials, as the work progresses. If such work is neglected, the Engineer will give written notice thereof to the Contractor. If the work is not performed within five days thereafter, the Owner will employ other persons to do such work, and the expense thereof shall be deducted from any monies due or to become due the Contractor.

The Contractor shall clean and leave free from obstruction all pipes, buildings, manholes and other structures. This work shall be coordinated with the Engineer's Inspection at Substantial Completion, or as directed. All rubbish, refuse, unused materials, plant and equipment shall be removed from the Site, and the entire Site shall be left in a neat condition. All equipment installed in the work by the Contractor shall be cleaned and left in a bright and new-appearing condition.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01019

SITE CONDITIONS

01019.01 PRE-BID INSPECTION & EXAMINATION

The Contractor warrants and represents that they visited the Site prior to submitting their Bid, and that they have satisfied themselves as to the location and nature of the work and the quantity, quality, type and nature of both surface and subsurface structures and materials apt to be encountered.

See also 00753.01.B.

01019.02 BORINGS

Any data on subsurface conditions that may have been obtained by the Owner prior to the advertisement for bids, through test borings, test pits, seismic explorations, or other means, was obtained by the Owner for their sole use and only for their own purposes. Any such data, known or recalled as of the date of advertisement for bids, are shown on separate drawings or in separate schedules and reports which are not any part of the Contract Documents. All such data are made available to Bidders, the Contractor and other interested parties only as a convenience and without express or implied representation, assurance or guarantee that any of the information is complete, correct, or adequate or representative of a true or typical picture of subsurface conditions on the Site.

The Contractor, both during their status as Bidder and after execution of the Contract, shall satisfy themselves as to the nature, character, quality and quantity of above ground and below ground conditions apt to be encountered. Any reliance on data made available by the Owner shall be at the Contractor's sole risk.

No claim whatsoever shall be made by the Contractor against the Owner or Engineer for or on account of such data available, or neglected to be made available, by the Owner or Engineer.

01019-2

SECTION 01019

SITE CONDITIONS

01019.02 BORINGS - Continued

The Contractor at any time, and any holder of Contract Documents during the period between advertisement for and receipt of bids, will be permitted to make test borings, test pits, soundings or similar subsurface investigations on the Site. Prior to making these investigations the Contractor and/or any holder of Contract Documents must notify the Engineer when and where they propose to make such investigations.

The locations where test boring samples, if any, may be examined are given in the Additional Instructions.

See also ARTICLES 00753.01.B, 00753.07, 00759.01, 01019.04 and 01019.06.

01019.03 PROTECTION OF EXISTING STRUCTURES

The Contractor shall at all times have on the Site suitable and sufficient plant and materials to adequately protect, support and sustain any and all existing structures and facilities, whether above or below ground, and shall use same as may be necessary or required to protect, support and sustain any and all such structures as may become weakened, endangered, undermined or uncovered.

They shall, at their own expense, support and sustain in their places and protect from direct or indirect damage all water, gas, steam, air or other mains or pipes, sanitary and storm water sewers and drains, conduits, subways, service connections, buildings, poles, wires, fences, pavements, sidewalks, curbs, railways, trees and other structures and property and appurtenances thereto on or in the vicinity of the Site, and shall assume all liability for damage thereto, including damage arising out of settlement or lateral movement of walls of excavations, whether occurring during performance of the work or the 12-month period of guarantee.

In the event of damage or danger to any such structure or facility the Contractor shall immediately notify the Engineer, and shall promptly repair or protect the structure as the Engineer may direct.

SECTION 01019

SITE CONDITIONS

01019.04 EXISTING STRUCTURES BELOW GROUND

The Contract Drawings show the location and character of certain existing subsurface structures and facilities apt to be encountered in excavations or located in such proximity to the work as to require precautions for their protection. The sizes, materials, locations and depths shown are only approximate, and the Contractor shall satisfy themselves as to the accuracy and completeness of such information. The Contractor shall not be relieved from any of their obligations, nor be entitled to claim for damages or additional compensation, sustained or arising out of inadequacy or inaccuracy of the information given.

01019.05 ABANDONED STRUCTURES

Any structures, facilities or appurtenances therefor which are abandoned or become so by reason of the work, shall, at the Contractor's expense, be broken up and filled with approved material, if directed by the Engineer.

01019.06 LATENT SUB-SURFACE CONDITIONS

In the event that latent sub-surface conditions are found to materially differ from those on which the Plans and Specifications are based, the Contractor shall immediately notify the Engineer before they are disturbed. After prompt investigation, the Engineer will determine what changes, if any, should be made in the Plans and Specifications because of the revealed conditions, and shall instruct the Contractor accordingly. Any change in the cost of the work resulting therefrom shall be adjusted as provided in Section 00757.

01019.07 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES

If, in the opinion of the Engineer, an underground pipe or other structure requires realignment or relocation, and such realignment or relocation was not included in the Plans or Specifications, the Engineer will issue a Change Order for such work, and the Contractor shall be compensated therefor as provided in Section 00757. The Contractor shall strip or uncover and support or sustain the structure at their own expense prior to such Change Order, as part of their work under the original Contract, and they shall not be entitled to claim for damage or delay due to its presence or discovery.

01019-4

SECTION 01019

SITE CONDITIONS

01019.07 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES - Continued

Wherever existing utilities come within limits of the work, the Contractor shall notify both the Engineer and the Utility before in any way disturbing same. Any work of realignment, relocation, removal or extension of the utilities shall be done as mutually agreed by the Utility, the Contractor and the Engineer. The Contractor shall maintain satisfactory drainage of the excavation at all times from revelation of the structure until completion of its realignment or readjustment. Interruption of service by utilities shall be kept to a minimum.

The Contractor shall not cause nor permit interference with or hindrance to any municipal department, individual, public service corporation, or other company in protecting its structures and facilities, nor in removing, replacing or relocating same.

01019.08 MAINTENANCE AND RESTORATION OF SERVICE

The Contractor shall, at their own expense, provide for the maintenance of flow in all water courses and all sanitary and storm sewers, drains, connections and appurtenances thereto. The contents of sewers, drains or service connections shall not be permitted to flow into excavations, sewers or other parts of the work without written permission of the Engineer, and the Contractor shall, at their own expense, immediately remove from the Site and adequately dispose of all offensive matter, in an approved manner.

The flow of water, and normal water pressure, in all water mains, conduits and service connections encountered on the Site, shall be provided for and maintained by the Contractor at their own expense. When water mains or service connections must be disturbed to the extent that service must be shut off, the Contractor shall give at least 24 hours notice to the Utility and all customers served by the lines involved. Such notice shall give the estimated times of shut-off, and restoration of service. If fire hydrants are involved, the fire department serving the area shall be similarly notified.

In the event of accidental disruption of water service, it shall be deemed an emergency, and the Contractor shall proceed with the necessary repairs immediately and continuously, giving this work priority over all other operations, until service has been satisfactorily restored. The Contractor shall give immediate notice of such break or service interruption to the Engineer, the Utility, and all customers affected, and shall supply, at their own expense, assistance in supplying

SECTION 01019

SITE CONDITIONS

01019.08 MAINTENANCE AND RESTORATION OF SERVICE - Continued

an emergency source of water when necessary by means of temporary lines, tank trucks, or other means. All lines and connections shall be restored to the satisfaction of the Engineer and the Utility.

All portions of the foregoing provisions regarding water service which are applicable to sewer, gas, telephone or other services shall apply also to maintenance and emergency repair of such services.

01019.09 POLES & POSTS ON-SITE

Poles or posts of any Utility located within the lines of the work which, in the opinion of the Engineer, will impede progress of the work, shall be supported or removed and replaced by the Contractor at their own expense and in accordance with the requirements of the Utility involved. The Contractor shall remove, relocate, replace or support all other poles and posts at their own expense and to the satisfaction of the Engineer.

The Contractor shall employ no equipment which will unduly interfere with wires or other overhead facilities.

01019.10 NOTIFICATION OF OTHER PARTIES

In addition to notices to Utilities and others required elsewhere herein, the Contractor shall give written notice of their proposed construction operations to the owners of all public and private utilities at least seven days in advance of breaking ground in any area in which a utility is located. Copies of each such notice shall be simultaneously sent to the Engineer.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01051

LAYOUT OF WORK

01051.01 INFORMATION PROVIDED BY ENGINEER

The Engineer will provide, on the Contract Drawings, sufficient information for the Contractor to establish baselines, offsets and other survey control points. Unless otherwise noted, no additional survey work will be provided by the Engineer.

01051.02 SERVICES PROVIDED BY CONTRACTOR

Unless otherwise noted in the Additional Instructions or Specification, the Contractor will establish such additional lines, grades and elevations as they deem necessary and will include the following:

- A. Structures & Buildings: Corner stakes at all principal corners of exterior walls or foundations. Two bench marks in the vicinity of the structure or building.
- B. Sewers: Offset grade line stakes, on one side, with stations approximately forty linear feet on centers.
- C. Water Mains & Force Mains: When laid to grade, the same as for sewers. When not laid to grade, none.
- D. Roads & Runways: Offset center line grade stakes, on one side, with stations approximately fifty linear feet on centers.
- E. Embankments: Slope stakes on both sides at approximately one hundred linear feet on centers, with additional stakes at principal breaks in grade.
- F. Tunnels & Borings: Center line and offset baseline on the surface, on starting end. Also, one progress check every fifty linear feet of long tunnels.
- G. Other Types of Construction: The Contractor will provide control stakes as they deem necessary to properly layout their work.

01051-2

SECTION 01051

LAYOUT OF WORK

01051.02 SERVICES PROVIDED BY CONTRACTOR - Continued

- H. On Traverse or Cross-country type of construction, such as pipelines and roads, a temporary center line may be required for clearing purposes.
- I. The Contractor will issue a grade letter for pipeline and road construction which is to be laid or installed to a predetermined grade. All other stakes will have the information marked on a witness stake beside the hub.

The Contractor shall provide all the necessary materials for control points, including all: stakes, hubs, lath, grade boards, cleats, nails and such other materials as may be required.

The Contractor shall also provide such non-technical assistance as may be required in the establishment of marks, other than primary or basic controls, such as clearing sight lines and driving stakes.

The Contractor shall erect and establish all grade boards, batter boards and construction control lines from the information provided by the Engineer.

The Contractor shall layout the work to best suit their methods of operations, using the Engineer's information provided to assure the construction will be in the position the design anticipated.

01051.03 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall carefully preserve and protect all stakes, marks, monuments and points provided or described by the Engineer, and shall reimburse the Owner for any and all additional engineering costs incurred because of the replacement or reestablishment of any such items which may be moved, removed, obliterated or destroyed due to their construction operations. When directed, the Contractor shall provide suitable barricades for the protection of points.

The Contractor shall bear the entire cost of rectifying work improperly done due to their own negligence in preserving and protecting marks, or to moving or removing same without approval of the Engineer.

SECTION 01051

LAYOUT OF WORK

01051.03 OBLIGATIONS OF THE CONTRACTOR - Continued

They shall inform the Engineer a reasonable time in advance of their operations of the times and places they propose to work, so that lines, grades and elevations may be established and necessary measurements for record and payment may be made with the minimum of inconvenience or delay to either themselves or the Engineer. No additional compensation will be paid the Contractor for any delay caused by insufficient notice.

01051.04 LINES, GRADES AND ELEVATIONS

The terms "invert" or "grade" used in the Contract Documents in connection with pipes, sewers, channels, flumes and similar structures shall mean the inside bottom of the pipe or other surface on which the liquid flows along the center line of the completed work. "Subgrade" refers to the bottom line or surface to which excavations are necessarily made to construct the work as shown or specified, exclusive of any additional depth of excavation required for any special foundation.

The term "Grade Letter" shall mean a data sheet giving the amount of cut or fill from offset stakes to the invert or grade.

All work shall be constructed in accordance with the lines and grades shown, specified or directed. The Contractor shall be responsible for maintaining alignment and grade between points provided or described on the Contract Drawings.

01051.05 MASONRY CHASES, OPENINGS AND INSERTS

If the Owner awards other contracts for collateral work on the Site, it shall be the obligation and responsibility of the General Contractor to provide all openings and chases in their work to fit both their own work and that of the other contractors. The General Contractor shall provide all openings shown on the Contract Drawings, or reasonably implied thereby, as confirmed or modified by Additional Drawings or drawings submitted by Contractors and approved by the Engineer.

Where pipes or conduits pass through slabs or walls, the sleeves or opening forms shall be provided by the installer of the pipes or conduits but shall be placed by the General Contractor.

01051-4

SECTION 01051

LAYOUT OF WORK

01051.05 MASONRY CHASES, OPENINGS AND INSERTS - Continued

If hanger inserts or similar items are required, they shall be furnished by the installer of the pipe or other equipment for which the hangers are intended, but shall be placed by the General Contractor.

Any expense resulting from mislocated, defective, or ill-timed work shall be borne by the Contractor responsible therefor. No Contractor shall alter the work of another Contractor without the consent of the Engineer and knowledge of the Contractor involved, and no Contractor shall endanger any work by cutting, excavating or other operations.

01051.06 PAYMENT FOR LAYOUT OF WORK

The cost to the Contractor of providing the services and materials specified in this Section 01051 shall be included in the price, or total of prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor. Any cost to the Owner for additional engineering layout work, as set forth in ARTICLE 01051.03, will be deducted from monies due or to become due the Contractor.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01064

SAFETY AND HEALTH

01064.01 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54), latest revisions.

In order to protect the general public and the lives and health of their employees under the Contract, the Contractor shall comply with all pertinent provisions of the latest issues of the Federal Register, Bureau of Labor Standards, Safety and Health Regulations; New York State Industrial Code Rule 30 pertaining to Tunneling Operations; New York State Industrial Code Rule 23 pertaining to Trenching Operations; and the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract. In case of a conflict between the above noted authorities, the most stringent shall prevail.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. They shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

01064.02 SAFETY AND FIRST AID

The Contractor shall at all times exercise caution in their operations and shall be responsible for the safety and protection of all persons on or about the Site. All hazards shall be avoided or guarded in accordance with the provisions of the Manual of Accident Prevention in Construction of the AGCA, unless such provisions contravene local law. The safety provisions of all applicable laws, codes and ordinances shall be observed.

The Contractor shall provide and maintain at the Site, at each location where work is in progress, as part of their plant, an approved first aid kit. Ready access thereto shall be provided at all times when workers are employed on the work.

01064-2

SECTION 01064

SAFETY AND HEALTH

01064.02 SAFETY AND FIRST AID - Continued

The Contractor shall take due precautions against infectious diseases, and shall arrange for the immediate isolation and removal from the Site of any employee who becomes ill or is injured while engaged on the work.

01064.03 DUST HAZARDS

- (a) If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at their expense.
- (b) The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01340

SUBMITTALS

01340.01 DRAWINGS FURNISHED BY THE CONTRACTOR

The Contractor shall prepare, or cause to be prepared by their suppliers or Subcontractors, and submit to the Engineer for review, Shop Drawings, Setting Drawings, Working Drawings and Construction Drawings as may be specified or directed or necessary to the performance of the work. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of Shop Drawings, or other drawings, for consideration. Corrections or comments made on the Shop Drawings or other drawings during review do not relieve the Contractor from compliance with the requirements of the Contract Drawings and Specifications. Approval is only for general conformance with the design concept of the Project and with information set forth in the Contract Drawings and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, information that pertains solely to the fabrication process or to the means and methods of construction, coordination with the work of all trades, and performing all work in a safe and satisfactory manner. Approval does not modify Contractor's duty to comply with the Contract Documents.

Within thirty days of the execution of the Agreement, the Contractor shall submit five copies of a schedule of submittals which includes a complete list of products proposed for the work tabulated by Specification Section, including manufacturer or fabricator, model number or other identifying designation.

Shop, Setting or Working Drawings shall be submitted for each type and model of fabricated materials and equipment. They shall provide complete and accurate working dimensions, weights, assembly and sectional views, details necessary to coordinating the work, anchor bolt and installation plans and instructions, parts lists and descriptions, materials and finishes lists, lists of any tools and spare parts required, diagrams of control wiring and piping, the location, sizes and types of connections to other work or other items, and any other data required to comply with the Contract or provide the workmen and the Engineer with information necessary to complete and inspect the work.

Electrical equipment drawings and data shall show physical dimensions, installation details, elementary and connection diagrams for each motor controller, interconnection diagrams for all equipment, identification of components external to electrical equipment, the coordination of control circuits, and definition of the contract arrangement and control action of the primary and final control elements.

01340-2

SECTION 01340

SUBMITTALS

01340.01 DRAWINGS FURNISHED BY THE CONTRACTOR - Continued

If the Contractor proposes to furnish and install equipment requiring a layout or arrangement materially changed from that shown on the Contract Drawings as illustrative of one acceptable arrangement, they shall submit, for review, drawings showing the proposed arrangement and the appertaining changes to wiring, piping, structures and other equipment.

Submittals such as pre-printed manufacturers' installation instructions, maintenance data, parts lists, test results, or similar informational material are not considered Shop Drawings and will not be reviewed. Any submittal not required or otherwise requested will be returned to the Contractor.

See also ARTICLE 01340.08, ADDITIONAL ENGINEERING COSTS.

01340.02 TRANSMITTAL, IDENTIFICATION AND RESUBMITTAL

The Contractor shall accompany all drawings and other data submitted to the Engineer with a letter of transmittal in duplicate. Unless otherwise specified elsewhere herein, all other correspondence with the Engineer shall also be in duplicate.

All drawings shall be suitably identified with the name of the Project, Contract Number, Contractor name, name of the equipment or materials manufacturer, specification section designation and item number (if applicable) date, and initials indicating approval of such submittal by the Contractor under the applicable specification.

The Contractor shall submit to the Engineer for review five copies of all drawings and other data, plus the number of copies they wish returned bearing the Engineer's review stamp, comments, or request for changes, but in no case shall the total number of copies so submitted be less than six. If the Engineer makes comments or corrections, they will be noted on the drawings, or explained in a letter of transmittal, or both, and all but three copies will be returned to the Contractor for revision or other requested action. The Contractor shall make any requested revisions or additions and resubmit the drawings in the same manner as for the initial submittal. If requested by the Engineer, the Contractor shall supply additional copies of submitted data.

SECTION 01340

SUBMITTALS

01340.02 TRANSMITTAL, IDENTIFICATION AND RESUBMITTAL - Continued

The Engineer's review stamp shall indicate one of the following:

- Approved
- Approved as Noted
- Revise as Noted - Resubmit
- Rejected - Resubmit as Specified

Upon return of a submittal marked "Approved" or "Approved as Noted", the Contractor may order, ship or fabricate the materials so noted. A submittal marked "Approved as Noted" should not be resubmitted for further review. Submittals marked "Revise as Noted - Resubmit" include extensive corrections or corrections of major importance affecting other items and require the submittal to be amended and resubmitted for a final review. Submittals marked "Rejected - Resubmit as Specified" are reserved for materials or equipment which are unacceptable. The Contractor shall resubmit for materials or equipment which are acceptable and in accordance with the Specifications.

More than one resubmittal per material or equipment will be considered an additional cost to the Engineer which shall be reimbursed by the Contractor. Refer to Article 01340.08 for method of reimbursement.

01340.03 DELAY THROUGH TARDY SUBMITTAL

All submittals shall be made on such a schedule and at such time as to permit adequate review. The Contractor shall make due allowance for possible revisions and resubmittals. Delays caused by tardy submittal of drawings or data for review shall be the responsibility of the Contractor. No work covered by submitted drawings, or drawings specified to be submitted, shall be performed until such drawings and data have been reviewed.

See also ARTICLE 00756.04, APPROVED WORK SCHEDULES.

01340-4

SECTION 01340

SUBMITTALS

01340.04 CONTRACTOR RESPONSIBLE FOR ACCURACY

The Contractor shall be responsible for the accuracy and completeness of the drawings and other data they submit, for their conformity to the Plans and Specifications, and for the proper fit and clearance of all construction work.

The Owner retains for the Engineer the option to refuse to review submitted data that are improperly identified or incomplete or which have not been checked by the Contractor for compliance with the Contract Documents.

01340.05 ADDITIONAL INSTRUCTIONS

The Engineer may from time-to-time issue additional instructions to the Contractor as may be necessary to amplify, augment, modify or clarify the Contract Documents. These may be in the form of drawings, specifications, interpretations, orders and instructions, and may be in connection with or made a part of a Supplemental Agreement, Change Order, or Minor Change.

See also SECTION 00757, CHANGES IN THE WORK.

01340.06 DRAWINGS TO BE CHECKED BY CONTRACTOR

The Contractor shall check all dimensions, quantities and representations in the Specifications, Contract Drawings, Additional Drawings and all Supplemental Agreements, Change Orders and Instructions, and shall immediately notify the Engineer of any and all errors, omissions, or discrepancies therein which they may find. The Contractor will not be permitted to take advantage of any such error, omission or discrepancy in any Contract Document or subsequent document, as full instructions will be provided by the Engineer in such case.

01340.07 SUBSTITUTES AND "OR-EQUAL" ITEMS

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, the Specification or description is intended to establish the type, function 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 may be accepted by the Engineer under the following circumstances:

SECTION 01340

SUBMITTALS

01340.07 SUBSTITUTES AND "OR-EQUAL" ITEMS - Continued

"Or-Equal": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is of similar quality and 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 acceptance of proposed equal items.

Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below in advance to provide adequate time to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the Engineer will include the following or as the Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for review thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not the substitute for use 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 work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

01340-6

SECTION 01340

SUBMITTALS

01340.08 ADDITIONAL ENGINEERING COSTS

In the event that the Contractor fails to submit acceptable Shop Drawings (i.e., Shop Drawings which are returned marked "Approved" or "Approved as Noted") within two submittals, further review of the Shop Drawings will be considered an Additional cost. Similarly, all Engineering Costs associated with the review of a substitution will be considered an Additional cost.

Additional Engineering Costs include redesign, additional Shop Drawing reviews, investigations, consultant fees and revisions to the Contract Documents required because of the proposed substitution. Additional Engineering Costs will be the total of:

- a. Billing Rates Schedule
- b. Direct Expenses Plus 10%
- c. Consultant Fees Plus 10%

Additional Engineering Costs shall be deducted from Contractor Payments by the Owner, in accordance with the Agreement for Engineering Services between the Owner and the Engineer.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01506

WORK UNDER UNUSUAL CONDITIONS

01506.01 WORK AFTER DARK

Unless specifically required elsewhere herein, the Contractor shall perform no work after dark except in emergencies. When time permits, they shall inform the Engineer in advance of such work and shall obtain the Engineer's approval. When time does not permit advance notice to the Engineer, they shall inform the Engineer at the earliest possible moment.

The placing of concrete shall be so scheduled as to be started early enough in daylight hours to allow sufficient time for the completion of the section under construction before dark, including the work of finishers.

When, in order to minimize interference with existing structures or utilities, or maintain traffic, it may, in the opinion of the Engineer, be expedient or necessary to do work after dark, such work shall be performed by the Contractor at no additional cost to the Owner, and the Contractor shall provide adequate lighting therefor.

01506.02 WORK ON SUNDAYS OR HOLIDAYS

Unless specifically required elsewhere herein, the Contractor shall do no work on Sundays or locally recognized legal Holidays except in an emergency, and then shall confine their operations to only the work considered necessary to be performed at such time.

01506.03 WORK IN STORMS

If required by the Engineer, masonry work and the mixing and placing of concrete shall be halted during rain storms, and all fresh work shall be immediately protected with suitable coverings. The Contractor shall keep a sufficient quantity of such coverings at the Site as part of their plant and equipment.

No paving, exterior painting, fine grading, seeding or roofing shall be done during rain or snow storms.

01506-2

SECTION 01506

WORK UNDER UNUSUAL CONDITIONS

01506.04 WORK IN COLD WEATHER

Certain Specifications contain provisions prohibiting the performance of certain work in cold weather, or outlining the conditions under which such work may be so performed. In the absence of specific mention elsewhere in the Contract Documents, the judgement of the Engineer shall govern in any case where temperature may adversely affect or prevent the performance of good work.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01510

SERVICES DURING CONSTRUCTION

01510.01 SANITARY FACILITIES

The Contractor shall provide on the Site, at their own expense, one or more toilets, suitably screened from public observation for the use of all persons employed on the work. They shall be provided, maintained and removed, when directed, by the Contractor, in such quantity, locations and manner as approved by the Engineer. Contents shall be removed and disposed of in a manner and at such times as shall be approved. Chemical toilets are to be preferred.

The Contractor shall not permit or condone the committance of nuisances on or about the Site. Any employee found violating these provisions shall be discharged in accordance with the provisions of ARTICLE 00754.02.

The Contractor shall comply with any and all sanitary regulations as may have been established for the locality.

If the Owner awards other contracts for collateral work on the Project, the provision of sanitary convenience shall be the responsibility of the General Contractor, and all such facilities shall be made available to other Contractors and all Subcontractors until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor, however, shall be individually responsible for the acts of their employees and Subcontractors, and for all provisions of this Section after completion of the General Contract.

01510.02 WATER

The Contractor shall provide at all times sufficient drinking water from an approved source and by approved means, for all persons having reason to be on the Site in connection with the work.

If an ample supply is owned or controlled by the Owner, and is available at or near the Site, such supply will be made available to the Contractor, subject at all times to the requirements of the Owner established therefor, and at a cost to the Contractor as determined by the current schedule of charges filed by the Utility for all customers. Permission to use the water must be obtained in writing.

01510-2

SECTION 01510

SERVICES DURING CONSTRUCTION

01510.02 WATER - Continued

If water is obtained from a public or private supply not owned or controlled by the Owner, the Contractor shall make such arrangement for service with the owners thereof as they may require.

Non-potable water for other than drinking purposes may be obtained at the Site from the ground or surface sources, at the Contractor's own expense. The water must, however, be suitable for the purpose intended and shall be approved by the Engineer. The Specifications, for instance, contain requirements for water for making concrete and mortar.

If the Owner awards other contracts for collateral work on the Project, it shall be the responsibility of the General Contractor to obtain potable water for drinking purposes, and such water shall be made available to all Contractors, until the date of the Certificate of Substantial Completion for the General Contract. Each Contractor, however, shall be individually responsible for providing potable water for their own employees and their Subcontractors after completion of the General Contract.

If the General Contractor provides water, whether potable or non-potable, for their own purposes during construction of the work, besides drinking water, such water shall be made available to other Contractors and their Subcontractors during the life of the General Contract. Removal of temporary facilities shall be by the General Contractor, but such installation and meters shall remain until need therefor by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide their own services after completion of the General Contract.

01510.03 TEMPORARY HEAT

If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary heat in all above ground structures, and in all below ground structures other than manholes and similar pipeline appurtenances, by means of portable electric, oil or gas-fired appliances. The General Contractor shall provide and pay for all fuel and electric power used by such appliances, and any wiring or connections required, and shall provide suitable smoke pipes or other devices to prevent the deposit of smoke or smudge on building components or equipment.

SECTION 01510

SERVICES DURING CONSTRUCTION

01510.03 TEMPORARY HEAT - Continued

After their installation by the Heating & Ventilating Contractor, the permanent heating system facilities may be used for temporary heating purposes, the operation thereof, and any temporary wiring or piping required and all power consumed shall be the obligation and responsibility of the General Contractor, who shall also be responsible to the Heating & Ventilating Contractor for the repair of any damage of work of the Heating & Ventilating Contract suffered as the result of use by the General Contractor.

After enclosure of all spaces to be heated, except for doors, windows and similar apertures, temporary enclosures for all apertures shall be provided. Temperatures in the entirety of such spaces shall be continuously maintained at not less than 50°F between October 15 and May 15, unless written permission is granted otherwise by the Engineer. The General Contractor shall securely install on each floor of each building near the center of the building, a suitable thermometer. Either the temporary or the permanent heating system shall be available for around-the-clock use during the season specified above.

The Owner will supply all heat after the date of the Certificate of Substantial Completion of the General Contract.

No portion of the Temporary Heat provisions herein contained shall be construed to waive or modify any provisions regarding maintenance of air or materials temperatures for the protection of the work contained elsewhere in the Contract Documents.

01510.04 TEMPORARY ELECTRIC LIGHT AND POWER

If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary facilities for furnishing light and power necessary for operations under the General Contract, and to make all necessary arrangements therefor, including all required conductors, outlets and connections, ordering the meter, paying all fees and inspection charges and pay for all power bills until the date of the Certificate of Substantial Completion of the General Contract.

01510-4

SECTION 01510

SERVICES DURING CONSTRUCTION

01510.04 TEMPORARY ELECTRIC LIGHT AND POWER - Continued

The facilities shall be available to other Contractors and their Subcontractors for their use in connection with their work. The installation and meters shall remain until need for same by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide their own services after completion of the General Contract.

It shall be the responsibility of the General Contractor to provide, prior to the completion of their Contract, temporary power of proper voltage and capacity necessary to test and operate all equipment installed under this Contract.

01510.05 PAYMENT FOR SERVICES DURING CONSTRUCTION

The General Contractor will receive no direct payment for providing, maintaining or removing any of the temporary facilities or services specified in this Section 01510, and compensation for same shall be included, in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01568

EROSION AND SEDIMENT CONTROL

01568.01 GENERAL

The Contractor shall control erosion and sediment caused by construction activities through the use of scheduling, phased construction and restoration, berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods.

In the event of conflict between these specification requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

01568.02 CONTROL SCHEDULE

At the pre-construction conference, or prior to the start of the applicable construction, the Contractor shall be required to submit, for acceptance, their schedules for the accomplishment of erosion and sediment control. They shall also submit, for acceptance, their proposed method of erosion and sediment control on haul roads and borrow pits and their plan for disposal of waste materials or control details for other potential sources of pollution.

The Contractor shall schedule and conduct their operations to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, impoundments (lakes, reservoirs, etc.) and lands adjacent to or affected by the work. Construction of drainage facilities and performance of other contract work which will contribute to the control of erosion and sedimentation shall be carried out prior to earthwork operations and maintained in conjunction with earthwork operations. The area of bare soil exposed at any one time by construction operations shall not exceed the maximum acreage allowable under applicable State and Federal laws.

SECTION 01568

EROSION AND SEDIMENT CONTROL

01568.03 CONTROL MEASURES

In carrying out erosion control measures, the Contractor will be guided by, but not limited to, the following controls:

- A. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled both during and after completion of the work that erosion will be minimized and sediment will be prevented from entering streams or other bodies of water. Waste or disposal areas and construction roads shall be located and constructed in a manner that will prevent sediment entering streams.
- B. Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams.
- C. When work areas or gravel pits are located in or adjacent to live streams or other bodies of water, such areas shall be separated from the main stream by a dike or other barrier to prevent entry of sediment into a flowing stream. Care shall be taken during the construction and removal of such barriers to prevent the muddying of a stream or body of water.
- D. All waterways shall be cleared as soon as practicable of falsework, piling, debris or other obstructions placed during construction operations and not a part of the finished work.

Ditches which are filled, or partly inoperative shall be cleaned, stabilized, and made operative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the Contract.

- E. Water from aggregate washing, dewatering or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity so as not to cause a substantial visible contrast to natural conditions in the receiving waters.

SECTION 01568

EROSION AND SEDIMENT CONTROL

01568.03 CONTROL MEASURES - Continued

- F. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams or other bodies of water.
- G. All applicable regulations of environmental protection agencies, conservation agencies, and fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied within the performance of the Contract.
- H. Slopes exceeding 15 percent require special treatment such as water diversion berms, straw bale sediment barriers, sodding, fabric blankets or mesh, or the use of an approved mulch tacking agent over straw or hay mulch applied over seeded areas.

The erosion and sediment control features installed by the Contractor shall be acceptably maintained by the Contractor throughout the Contract period. When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

01568.04 PAYMENT

Unless a specific payment item is included in the Bid, payment for Erosion and Sediment Control shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01577

BASIC MAINTENANCE OF TRAFFIC

01577.01 GENERAL

This work shall consist of basic maintenance and protection of traffic within the limits of and for the duration of the Contract.

01577.02 TRAVEL NOT OBSTRUCTED DURING EXCAVATION

The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall they wholly obstruct same without written permission of the Owner. If they are permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets, and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.

Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the Owner of each traveled way before interfering therewith. A minimum of 24 hours notice shall also be given to local police and fire control agencies.

01577.03 BASIC MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators, guiding devices and other methods that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive or walk, day or night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained.

- | | |
|--------------|--|
| A. Surface. | Maintain the surface condition of the traveled way so it is consistent with the appropriate speed limit. |
| B. Drainage. | Maintain the drainage facilities and other highway elements, old or new, including detours. |

SECTION 01577

BASIC MAINTENANCE OF TRAFFIC

01577.03 MAINTENANCE AND PROTECTION OF TRAFFIC - Continued

- C. Bus Stops. Maintain existing bus stops, if any, so bus passengers are reasonably accommodated.
- D. Pedestrian Traffic. Provide adequate protection for pedestrian traffic during all phases of construction.
- E. Intersecting Highways. Provide ingress and egress to and from intersecting highways, homes, businesses and commercial establishments.
- F. Dust Control and Spillage. Control dust and keep the traveled way free from materials spilled from hauling equipment. This shall also apply to dust control and spilled material resulting from the Contractor's operations in the areas outside the Contract limits. The Contractor shall provide for the control of dust, as necessary, during the construction period. Dust shall be controlled by water spray, or as approved by Engineer. Exposed soils shall be graded, seeded and mulched as soon as practicable.
- G. Flaggers. Provide the necessary traffic control equipment and flaggers for adequate traffic control on the traveled way.
- H. Repairs. Make the necessary repairs to existing pavement and structure wearing surfaces as required to provide a reasonably smooth traveled way where vehicle operation is maintained.
- I. Responsibility to the Public. Protect the public from damage to person and property which may result directly or indirectly from any construction operation.
- J. Snow and Ice Control. Maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily controlled by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. The Contractor shall not, however, be responsible for snow and ice control on the pavement or traveled way.

SECTION 01577

BASIC MAINTENANCE OF TRAFFIC

01577.04 PAYMENT

Unless a specific payment item is included in the Bid, payment for Basic Maintenance of Traffic shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01580

PROJECT SIGN

01580.01 GENERAL

If directed in the Additional Instructions, the Contractor shall provide and erect a project sign or signs at the project site identifying the project and the applicable funding agencies participating in the project. The project sign(s) shall also indicate the title and description of the project, Owner, Engineer and Contractor. The sign(s) shall be erected within twenty-one (21) days after the construction contract is awarded, and shall be in accordance with the specifications and detailed drawing included in the Additional Instructions.

01580.02 SIGN PANEL

Each sign panel shall be constructed of 3/4" minimum thickness marine plywood rabbetted into a 2" x 4" lumber frame. All fasteners used in the construction of each sign shall be of a rustproof nature.

01580.03 PAINTING

Each sign face shall be painted with the proper paint colors for the background, lettering and emblem as specified in the Additional Instructions. All supports, trim and the back of the sign panel, shall be painted with at least two coats of the same color paint as used for each sign face. All paint used shall be exterior grade paint, suitable for use on wood signs.

01580.04 MISCELLANEOUS

Sign(s) shall be located in a prominent position and aligned as determined by the Engineer. Adequate support for the project sign(s) shall be provided by the Contractor. The bottom edge of each sign shall be a minimum of 3 feet above grade. The project sign(s) shall be maintained in good condition by the Contractor for the duration of construction. The removal of the project sign(s) from the construction site by the Contractor shall be at the completion of construction, when ordered by the Engineer.

01580-2

SECTION 01580

PROJECT SIGN

01580.05 PAYMENT

Unless a specific payment item is included in the Bid, payment for Project Sign, including fabrication, erection, maintenance and removal of each sign, shall be included in the price, or total prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01590

ENGINEER'S FIELD OFFICE TRAILER

01590.01 DESCRIPTION

Unless waived by provisions within the Additional Instructions, the Contractor shall provide a field office trailer for the exclusive use of the Engineer and their assistants. The trailer shall be separate from that of the Contractor, and shall be ready for occupancy within ten days following execution of the Contract.

01590.02 FACILITIES TO BE PROVIDED

The name of the supplier and proposed layout shall be submitted to the Engineer and approved prior to delivery of the trailer.

The trailer office shall be new or in first class condition and shall be not less than 12 feet by 56 feet, excluding the tongue.

Washroom with hot water supply and toilet facilities within the trailer shall be supplied with potable water and connected to a sanitary sewage disposal system. The trailer shall be fully air conditioned. A gas or oil heat system shall be provided within the field office. A minimum of one month's fuel storage shall be provided, together with the necessary appurtenances to control heat and check fuel storage. Heating and air conditioning equipment shall be capable of maintaining an air temperature of 70°F.

An individual, unlisted, direct line telephone service shall be provided for the exclusive use of the Engineer. Telephone service, local and toll charge calls, shall be paid by the Contractor.

It shall be the responsibility of the Contractor to maintain the field office trailer and all facilities furnished with it. Maintenance shall include removal of snow, janitorial services, and adequate protection of pipes.

It shall be the Contractor's responsibility to furnish adequate heat, electric power and light to the field office trailer at their expense. Adequate lighting shall consist of a minimum, of four, two lamp, 4' fluorescent lights.

01590-2

SECTION 01590

ENGINEER'S FIELD OFFICE TRAILER

01590.02 FACILITIES TO BE PROVIDED - Continued

The following office furniture and equipment shall be furnished with the trailer:

Two 8' flat top double desks with 2 sets of two drawer metal file cabinets in each desk.
1 built-in drafting table 36" x 72" with double storage cabinets underneath.
4 swivel chairs.
2 drafting stools.

1 four drawer, fireproof legal size filing cabinet with lock.
2 plan racks with space for 5 plan hangers each.
4 wall coat hooks.
2 large metal waste baskets.
1 refrigerator, minimum 2 cubic feet.

01590.03 LOCATION

The trailer shall be erected on an approved location convenient for inspection of the work, as directed by the Engineer. The field office trailer shall be moved once if directed by the Engineer.

01590.04 PAYMENT

Payment for the Engineer's Field Office Trailer, and all services to be provided with it, not included under other unit or lump sum price items shall be made at the price stated in the Bid.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01640

MATERIALS, EQUIPMENT AND WORKMANSHIP

01640.01 MATERIALS AND WORKMANSHIP - GENERAL REQUIREMENTS

All workmanship, materials, equipment and appliances shall comply in all respects with the applicable Specifications, unless specific exception is made.

All materials furnished or incorporated in the work shall be new, unused and of the quality and characteristics specified. Used materials may be furnished or incorporated in the work only under special circumstances and only with the Engineer's prior written approval. If the quality or characteristics of any material are not specifically set forth in the Contract Documents, the material used shall be that customarily used in first class work of a similar nature and character.

All workmanship in manufacture and construction not specifically covered in the Specifications shall be of the first class order and equal to that customarily used in first class work of a similar nature and character. The Contractor shall exercise special care during construction to make all structures watertight.

See also ARTICLE 00754.02 and 00753.08.

01640.02 SAMPLES, TESTS AND INSPECTIONS

All materials, equipment and workmanship shall be subject to inspection, examination and tests by the Engineer, or persons or corporations designated by them, at any and all times during manufacture or construction and at any place or places where manufacture or construction are performed.

If required by the Specifications, or if requested by the Engineer, the Contractor shall submit to the Engineer for examination, testing and approval, typical samples of materials and appliances. Samples shall be submitted sufficiently in advance of the time they are proposed to be used in the work so that neither rejections and re-submittals nor the time reasonably required for testing shall cause delay. Each unit, lot or batch of materials submitted shall be properly tagged or labeled and identified with the portion of the work for which they are intended. Transmittals shall be covered by a letter of transmittal in the manner specified for the submittal of drawings ARTICLE 01340.02.

SECTION 01640

MATERIALS, EQUIPMENT AND WORKMANSHIP

01640.02 SAMPLES, TESTS AND INSPECTIONS - Continued

All laboratory tests called for in the Specifications or requested by the Engineer shall be performed at the Contractor's expense. Documentary evidence that materials pass the required inspection and tests shall be furnished to the Engineer prior to the use of the materials in the work. Bureaus, laboratories and agencies used for the inspection and testing of materials, equipment and appliances will be selected by the Contractor, who will submit their names to the Engineer for approval prior to the performance by them of any tests.

01640.03 REMOVAL OF FINISHED WORK FOR INSPECTION

If, at any time prior to the date of the Certificate of Substantial Completion, the Engineer considers it necessary or advisable to examine any portion of the work already completed by removing or tearing out materials or coverings, or by excavating or otherwise exposing the portion of the work to be examined, the Contractor, upon receipt of a written request from the Engineer, shall promptly perform such work as is necessary so to do.

If the work in question is found to be defective, or not in conformance with the Specifications, due to the fault of or omission of the Contractor, or if any work shall be covered over without the consent or approval of the Engineer, whether or not defective, the Contractor shall bear all the expense of such removal, tearing out, excavating or exposing and of satisfactory reconstruction.

If, however, such consent or approval shall have been given, and the work exposed is found to be satisfactory and in conformance with the Specifications, the Contractor shall be compensated for the expenses of such removal, examination and reconstruction as provided in ARTICLE 00757.03.

01640.04 FIELD TESTS

The Contractor, at their own expense, shall conduct all tests specified or required by law or permit of installed equipment and materials, when ordered by and under the supervision of the Engineer. The Engineer at their own discretion may make additional field tests of materials and equipment on the Site. The Contractor shall furnish, at their own expense, the materials required for all field tests and reasonable labor and plant to assist the Engineer in conducting the tests.

SECTION 01640

MATERIALS, EQUIPMENT AND WORKMANSHIP

01640.05 MANUFACTURERS AND SUPPLIERS

Within 30 days following the execution of the Contract, the Contractor shall submit to the Engineer the name or names of the manufacturers or vendors from whom they propose to purchase the equipment and materials specified for the work. Following approval of the manufacturer or supplier by the Engineer, the Contractor shall submit complete and detailed drawings, bulletins, specifications and other data in connection with the equipment and materials and arrangement thereof they propose. See also ARTICLES 01340.01 through 01340.04 and 01340.06.

No award shall be made by the Contractor, and no work in connection with the equipment or materials shall proceed prior to review of the submitted data. All items of equipment of like type shall be the product of one manufacturer, unless specified otherwise or specifically permitted by the Engineer.

01640.06 EXPERIENCE AND EQUIVALENT CLAUSES

Unless otherwise specified, shown or permitted, all equipment and materials shall be the product of manufacturers who have built equipment or produced materials of a like or similar type, character, size and capacity for at least three years prior to submittal for approval and who, if requested by the Engineer, shall submit evidence thereof.

Wherever reference is made in the Contract Documents to any specific material, equipment, appliance or model, it is understood that any product considered to be equivalent by the Engineer may be used, and such reference is for the purpose of illustration and establishment of a standard. This provision is understood to hold true in all instances, use or omission of the term "or equal" notwithstanding.

01640.07 INSTALLATION OF EQUIPMENT

All equipment shall be installed in a neat and workmanlike manner as shown on the Plans or as directed, and shall be accurately leveled, aligned and adjusted for satisfactory operation and so installed that all necessary connections can be readily made.

01640-4

SECTION 01640

MATERIALS, EQUIPMENT AND WORKMANSHIP

01640.07 INSTALLATION OF EQUIPMENT - Continued

The Contractor shall furnish, install and protect all necessary bearing plates, guides, rails, anchor and attachment bolts and fastenings and all other appliances and appurtenances required for the installation of all components of the equipment specified. Adequate templates and installation drawings and instructions shall be provided. Anchor bolts shall be of the size, type and material recommended by the manufacturer or directed by the Engineer.

The Contractor shall furnish all oils and greases for initial operation, and shall provide the Engineer with a list of the lubricants used on each item of equipment. Insofar as possible, all lubricants shall be obtained from one manufacturer, approved by the Engineer and by the equipment manufacturers. Each piece of equipment shall bear a substantial metal or plastic nameplate, securely fastened in a convenient place inscribed with the name of the manufacturer, the year of manufacture, model number, serial number and basic rating data.

01640.08 TOOLS, ACCESSORIES AND MANUALS

Unless otherwise specified, the Contractor shall furnish for each type, model or size of equipment a complete set of any special tools and accessories, suitably identified, which may be required to adjust, operate, repair or maintain the equipment.

The Contractor shall also furnish and deliver to the Engineer five complete sets of bulletins, diagrams, parts lists, instructions, manuals and other data required for operation, maintenance and repair of the equipment.

01640.09 CARE AND PROTECTION OF THE WORK

During the life of the Contract, the Contractor shall be solely responsible for the care and protection of the work and for all materials, appliances, supplies and equipment to be used in the work, both during storage and after installation or incorporation in the work. They shall protect all materials to be used in the work, all work in progress, and all completed work from damage by flood, fire, freezing or other undesirable results of weather, accident, theft and vandalism. Any damage or loss shall be made good by the Contractor at their own expense before a Certificate of Substantial Completion will be issued.

See also ARTICLES 00759.07, 00759.08 and 00757.04.

SECTION 01640

MATERIALS, EQUIPMENT AND WORKMANSHIP

01640.10 ABSENCE OF ENGINEER

The Contractor shall perform no backfilling or covering operations of any underground portions of the work until after the Engineer or their inspector shall have inspected or tested and approved the work. If such work is covered in absence of an inspector, it shall be exposed by the Contractor for inspection as specified in ARTICLE 01640.03.

END OF SECTION

Special Specifications

ITEM 595.50000018 – SHEET-APPLIED WATERPROOFING MEMBRANE

DESCRIPTION

Furnish and install a manually or machine-applied sheet waterproofing membrane in accordance with the contract documents. Include all surface preparation.

MATERIALS

Use a sheet-applied waterproofing membrane meeting the requirements of §717-02.

CONSTRUCTION DETAILS

General - On new structural concrete, the provisions of §557-3.11, Curing, shall be met prior to membrane system placement. Work will not be done during wet-weather conditions. No work will be done when the concrete structural slab surface temperature is below 50°F, or ambient temperatures are below 50°F. The concrete structural slab shall be surface dry at the time of application of the membrane. The Engineer will verify that atmospheric conditions are favorable for placement of the system based on the manufacturer's recommendations.

Arrange for the membrane manufacturer to have a competent technical representative at the job site during all phases of preparation and installation.

Supply Material Safety Data Sheets (MSDS) and approved Material Detail Sheets prepared by the membrane manufacturer to the Engineer a minimum of two (2) weeks prior to the scheduled commencement of work. The Material Detail Sheets will contain all material requirements and installation information for each specific waterproofing membrane. The Material Detail Sheets will be accessible at the Department's Approved List website for reference.

(Bridge Decks) – Begin work no less than (7) calendar days after placement of Portland cement concrete, Portland cement mortar, or epoxy mortar for structural concrete repair. The Engineer may waive the seven-day requirement if the areas of repair can sustain loads without damage or deformation. Subject to the concurrence of the Engineer, if an alternate concrete repair material is used, follow the manufacturer's instructions for allowable loading.

(Culverts) - Fill the joints between precast culvert sections flush to the culvert slab and sidewall surfaces with a grout conforming to §701-08 Vertical and Overhead Patching Material. In areas where the joints do not line up evenly, taper the grout with a maximum slope of 2:1, from the high side of the joint to the low side, to provide a smooth transition from one unit to the next.

Place the waterproofing membrane over the joints of precast or cast-in-place units following the guidelines of Chapter 19 of the Highway Design Manual, or as indicated on the contract plans and Material Detail Sheets.

1. On vertical surfaces, the waterproofing membrane will be covered with material conforming to §705-07 Premoulded Resilient Joint Filler.
2. On horizontal surfaces.

ITEM 595.50000018 – SHEET-APPLIED WATERPROOFING MEMBRANE

Membrane Protection (Culverts) – To protect the waterproofing membrane from punctures, the following procedures will be used:

- a. If select granular fill is specified over the culvert, a 6 inch thick protective layer of concrete sand, meeting the requirements of §703-07 Concrete Sand, will be placed on the membrane.

Or

- b. If asphalt pavement using aggregate larger than 3/8 inch is specified directly above the membrane, or if clearances don't allow for 6 inches of concrete sand, a 1 inch thick (minimum) course of HMA with a maximum nominal aggregate size of 3/8 inch will be placed on top of the membrane. The hot mix asphalt will be thoroughly compacted with mechanical tampers.

METHOD OF MEASUREMENT

This work will be measured as the number of square feet of sheet-applied, waterproofing membrane satisfactorily installed (measured to the nearest 1 sq ft.). No separate measurement of the vertical faces of curbs, joints, concrete barriers, headers, scuppers, or for the inside surfaces of subdrainage outlets, shall be made. No deductions will be made for holes less than 1 square foot in area.

BASIS OF PAYMENT

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

No additional payments will be made for any re-priming done in conformance with the requirements of the manufacturer's detail sheets.

ITEM 603.63XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height Less than 2' – 0")

ITEM 603.64XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height 2' – 0" or Greater)

ITEM 603.65XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height Less than 2' – 0")

ITEM 603.66XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height 2' – 0" or Greater)

DESCRIPTION

This work shall consist of furnishing and placing single or multi-cell precast reinforced concrete box culvert sections of the type indicated in the plans in accordance with these specifications in the locations indicated and in a manner approved by the Engineer.

MATERIALS

Precast concrete box culvert shall meet the requirements of Section 706-17 Precast Concrete Box Culverts.

CONSTRUCTION DETAILS

- A. Inspection, Storage and Handling** – Precast box sections will be inspected at the construction site to determine any damage during shipment and for conformance to the dimensional tolerances. An additional inspection will be made prior to placement of precast box sections to determine any damage during storage.
- B. Installation**
 - 1. Excavation.** The requirements specified in Section 206 Trench, Culvert and Structure Excavation, that apply to culverts and storm drains shall govern, except as modified in the plans.
 - 2. Placement.** The precast manufacturer shall have a representative available to assist in the installation of the box culvert. Precast box sections shall be installed, true to line and grade, in accordance with the contract plans. Placement of the box sections shall start at the downstream end and proceed upstream, unless otherwise indicated in the contract plans.
 - 3. Joints.** Precast box sections shall be installed with the female end upstream and the male joints fully entered therein. The joint openings between adjacent precast units shall not exceed 3/4". The joints shall be sealed with a continuous gasket installed at the precast plant. Joints shall be drawn together with mechanical connectors, as shown on the approved working drawings. Culverts with a clear rise greater than 4' shall have a minimum of four connectors per joint. Smaller culverts shall have a minimum of two connectors per joint. The number of mechanical connectors supplied shall be equal to the number of connectors required per joint multiplied by the number of joints unless otherwise approved by the Engineer. After installation, connectors may be left on or removed at the contractor's option, unless otherwise noted in the contract plans. When the contract plans require, or the contractor chooses to leave the connectors in place, they shall be located so that they do not create an obstruction inside the culvert. Gaps which occur on the interior surfaces of the culvert due to misalignment or grade difference shall be filled as ordered by the Engineer, with an approved concrete repair material so as to produce a smooth continuous surface.

ITEM 603.63XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height Less than 2' – 0")

ITEM 603.64XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height 2' – 0" or Greater)

ITEM 603.65XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height Less than 2' – 0")

ITEM 603.66XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height 2' – 0" or Greater)

4. **Backfilling.** The types of materials to be used in backfilling and the procedure of placement shall conform to the contract plans and the applicable provisions of Subsection 203-3.15.

METHOD OF MEASUREMENT

The quantity to be measured for concrete box culvert sections shall be the number of linear feet (laying length) furnished and installed in the work. Linear feet (laying length) shall be measured by multiplying the number of whole units by the nominal length of each unit and adding, thereto to the length of any fractional units incorporated in the work. The nominal length of a unit or fractional unit shall be the inside measured length from one butting end to the other butting end measured along the bottom centerline of the unit.

BASIS OF PAYMENT

The quantity to be paid for shall be the number of linear feet of each size box culvert section incorporated in the work. The unit price bid shall include the cost of furnishing all labor, materials, equipment and installation supervision by the precast manufacturer's representative, necessary to satisfactorily complete the work. The cost of furnishing and installing headwalls and cut off walls shall also be included in the unit price bid.

Payment shall be made under Item 603.63XXYY15, 603.64XXYY15, 603.65XXYY15, and 603.66XXYY15, where XX and YY, as indicated in the itemized proposal shall mean the inside span and rise dimensions respectively in feet, to the nearest whole foot, of the precast section.

Maximum XX value = 24 feet

Maximum YY value = above 10 feet consult Materials Bureau.

ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A)

ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B)

DESCRIPTION

This work shall consist of removing, stock piling and replacing native stream bed material or furnishing and placing new stream bed material within freshly dug or established stream channels, in inverts of culvert at locations shown on the plans or as directed by the Engineer. The work shall be completed in conformity with the lines, grades, thicknesses and typical sections as shown on the plans or as established by the Engineer.

MATERIALS

Native stream bed material shall be existing stream bed material, having a consistent character and shall be derived from designated locations as shown on the plans. All native stream bed material must be approved in writing by the Regional Fisheries Officer of the New York State Department of Environmental Conservation (DEC).

New stream bed material shall be furnished from an approved source and shall be composed of well graded naturally occurring round or sub-rounded stone and substantially free of excess dirt or silt. Crushed material is not acceptable. Gradation shall be:

<i>Stone Size</i>	<i>% by Total Weight</i>
Passing 12 inch screen	100%
Passing 10 inch screen	70 to 75 %
Passing 4 inch screen	30 to 40 %
Passing ½ inch screen	0 to 5 %

Of the portion passing the 4 inch screen, there shall be an approximately equal blend of 1 inch, 2 inch and 3 inch material. Gradation approval or rejection will be based on a visual inspection of the material by the Engineer and/or the DEC.

CONSTRUCTION DETAILS

Where specified, native stream bed material shall be removed from only designated areas shown on the plans and stockpiled (if necessary) at a location approved by the Engineer for reuse.

The Contractor shall place native or new stream bed material over existing stream beds, freshly dug or graded stream channels, or in the bottom inverts of specified culverts to the depth, lines and grades specified on the contract documents. The material shall be placed in a manner that will produce a non-uniform surface with larger stones protruding above the smaller ones.

METHOD OF MEASUREMENT

The quantity of stream bed material items shall be measured as the number of cubic yards of material computed to the payment lines shown on the plans or as directed by the Engineer.

ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A)
ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B)

BASIS OF PAYMENT

The unit price bid per cubic yard for native stream bed material shall include the cost of all labor, equipment and incidental materials required to excavate the material from it's source, stockpile (if required) and reuse the material by placing it in specified locations in conformance with this specification, except for necessary stream bed preparation work prior to placement.

The unit price bid for new stream bed material shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work, except for necessary stream bed preparation work prior to placement.

Stream bed preparation work shall be paid for under separate pay items in the contract.

Payment shall be made under the following pay items:

ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A) C.Y.
ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B) C.Y.

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

ITEM NO. 900.01

REPLACEMENT OF WEST ROAD CULVERT OVER MILL CREEK

DESCRIPTION

Under this Item, the Contractor shall furnish all labor, materials, and equipment for the Replacement of West Road Culvert over Mill Creek as shown, specified or directed.

WORK DESCRIPTION

The following is a description of the work to be completed under this item:

- Install work zone signage and work zone traffic control measures
- Install erosion control measures and temporary waterway diversion
- Remove existing culvert, wingwalls, and retaining wall.
- Install precast concrete box culvert
- Backfill, regrade, and install stone armoring
- Complete roadways reconstruction and paving
- Install new guiderail

WORK INCLUDED

The following items of work (with applicable Standard Specification Section and/or item number) are included:

201.06	CLEARING AND GRUBBING
202.19	REMOVAL OF SUBSTRUCTURES
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL
203.03	EMBANKMENT IN PLACE
203.21	SELECT STRUCTURE FILL
206.01	STRUCTURE EXCAVATION
206.0201	TRENCH AND CULVERT EXCAVATION
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN
209.13	SILT FENCE-TEMPORARY
209.1501	TURBIDITY CURTAIN - TEMPORARY
304.12	SUBBASE COURSE, TYPE 2
404.098301	9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION
404.378901	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION
407.0102	DILUTED TACK COAT
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE

ITEM NO. 900.01

REPLACEMENT OF WEST ROAD CULVERT OVER MILL CREEK

603.64200815	PRECAST CONCRETE BOX CULVERT (FILL HEIGHT 24 IN. OR GREATER) 20 FOOT SPAN, 8 FOOT RISE
606.10	BOX BEAM GUIDE RAILING
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING
610.1601	TURF ESTABLISHMENT - ROADSIDE
619.01	BASIC WORK ZONE TRAFFIC CONTROL
619.04	TYPE III CONSTRUCTION BARRICADE
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)
620.05	STONE FILLING (HEAVY)
623.12	CRUSHED STONE (IN-PLACE MEASURE)
625.01	SURVEY OPERATIONS
627.50140008	CUTTING PAVEMENT
699.04	MOBILIZATION

END OF SECTION

ITEM NO. 900.02

REPLACEMENT OF WEST ROAD CULVERT OVER
MILL CREEK TRIBUTARY

DESCRIPTION

Under this Item, the Contractor shall furnish all labor, materials, and equipment for the Replacement of West Road Culvert over Mill Creek Tributary as shown, specified or directed.

WORK DESCRIPTION

The following is a description of the work to be completed under this item:

- Install work zone signage and work zone traffic control measures
- Install erosion control measures and temporary waterway diversion
- Remove existing culvert and wingwalls
- Install corrugated pipe arch culvert
- Backfill, regrade, and install stone armoring
- Complete roadways reconstruction and paving
- Install new guiderail

WORK INCLUDED

The following items of work (with applicable Standard Specification Section and/or item number) are included:

201.06	CLEARING AND GRUBBING
202.19	REMOVAL OF SUBSTRUCTURES
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL
203.21	SELECT STRUCTURE FILL
206.01	STRUCTURE EXCAVATION
209.13	SILT FENCE-TEMPORARY
209.1501	TURBIDITY CURTAIN - TEMPORARY
304.12	SUBBASE COURSE, TYPE 2
404.098301	9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION
404.378901	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION
407.0102	DILUTED TACK COAT
553.030002	TEMPORARY WATERWAY DIVERSION STRUCTURE
603.3145	CORRUGATED STRUCTURAL STEEL PLATE PIPE ARCH (6" x 2")(16'-3" SPAN, 10'-10" RISE)
606.10	BOX BEAM GUIDE RAILING
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA

ITEM NO. 900.02

REPLACEMENT OF WEST ROAD CULVERT OVER
MILL CREEK TRIBUTARY

606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING
620.29010009	NATIVE STREAM BED MATERIAL (A)
619.01	BASIC WORK ZONE TRAFFIC CONTROL
619.04	TYPE III CONSTRUCTION BARRICADE
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)
620.04	STONE FILLING (MEDIUM)
625.01	SURVEY OPERATIONS
627.50140008	CUTTING PAVEMENT
699.04	MOBILIZATION

END OF SECTION

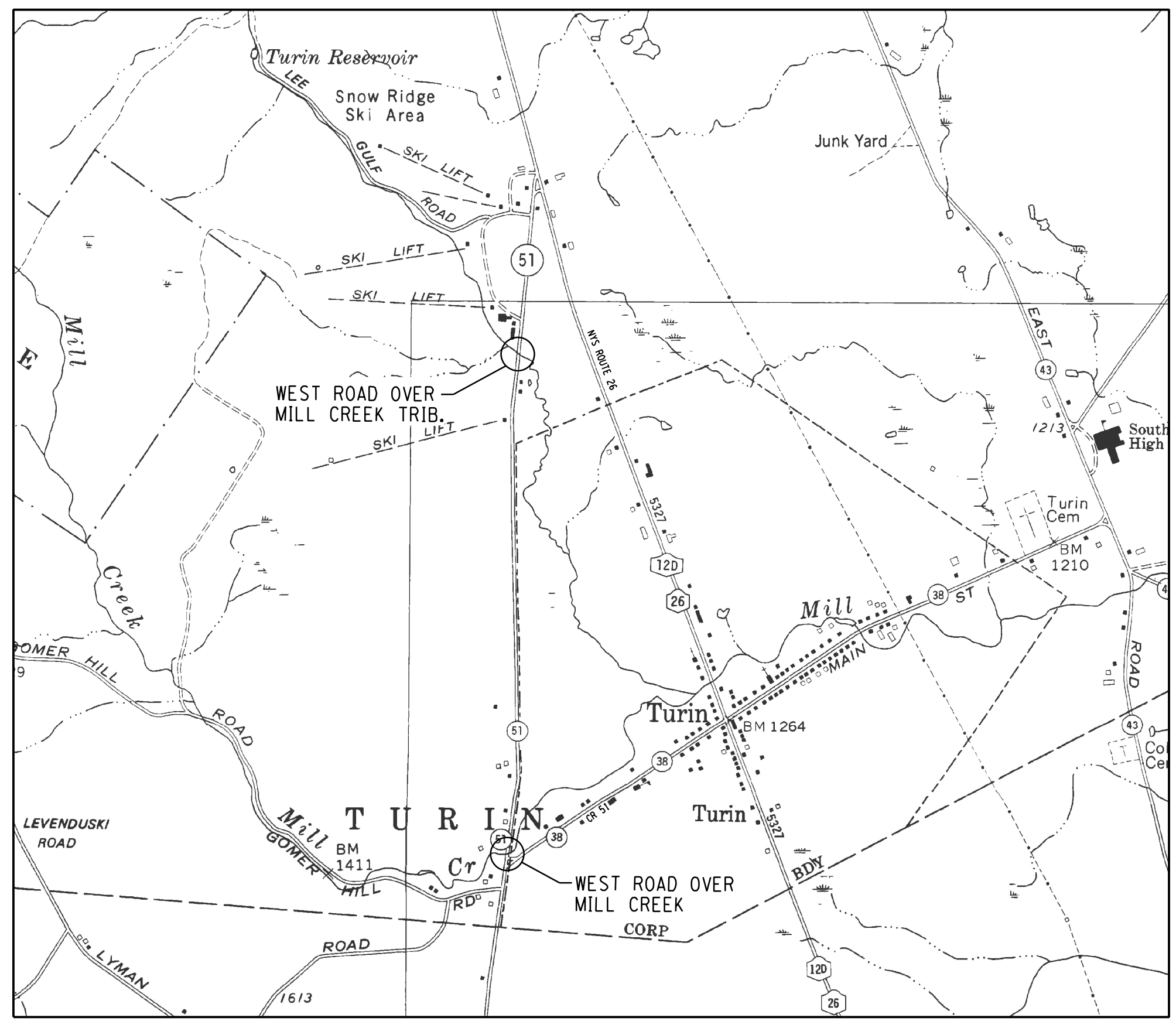
Contract Plans

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IN CHARGE OF _____ MJS
 DESIGNED BY _____ MJS/ZPD/GRW CHECKED BY _____ ZPD/MJS
 DRAFTED BY _____ ZPD/NLP CHECKED BY _____ MJS/GRW

PREPARED BY: BARTON & LOGUIDICE, D.P.C.



NO. DATE BY REVISION		 LEWIS COUNTY HIGHWAY DEPARTMENT
Barton & Loguidice <small>UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW ARTICLE 145 SECTION 7209</small>		
REPLACEMENT OF WEST ROAD CULVERTS OVER MILL CREEK & MILL CREEK TRIB.	TOWN OF TURIN	LEWIS COUNTY
SITE LOCATION MAP		
SCALE: NO SCALE		
DATE ISSUED: 04 / 2023		
DRAWING SP-1		

WORK ZONE TRAFFIC CONTROL NOTES

GENERAL

1. THE COUNTY SHALL PROVIDE ROAD CLOSURE SIGNAGE AT THE INTERSECTION OF NY-26 AND WEST ROAD TO ESTABLISH A DETOUR AND INFORM THE PUBLIC TRAVELING FROM POINTS NORTH.
2. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH AND DURATION OF THE CONTRACT IN ACCORDANCE WITH THE MOST RECENT NYS DOT STANDARD SPECIFICATION - SECTION 619 WORK ZONE TRAFFIC CONTROL, THE 2009 NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (N MUTCD), INCLUDING REVISIONS 1 & 2, THE NYS SUPPLEMENT TO THE NATIONAL MUTCD, THE WORK ZONE TRAFFIC CONTROL DETAILS IN THE PLANS AND PROPOSAL, OR A.O.B.E.
3. FOR TYPICAL APPLICATIONS OF TRAFFIC CONTROL DEVICES IN CONSTRUCTION AREAS NOT SPECIFIED IN THE PLANS, THE PROVISIONS OF THE 2009 NATIONAL MUTCD AND NYS SUPPLEMENT TO THE NATIONAL MUTCD SHALL APPLY. THE STANDARDS OF APPLICATION NOTED THEREIN AND ON THE PLANS ARE TO BE CONSIDERED MINIMUM STANDARDS.
4. PRIOR TO THE START OF ANY CONSTRUCTION PHASE, ALL PROPOSED WORK ZONE TRAFFIC CONTROL RELATED WORK FOR THAT PHASE, AS DETERMINED BY THE ENGINEER, SHALL BE COMPLETE. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.) AND ANY OTHER RELATED WORK.

PUBLIC INGRESS AND EGRESS

1. THE CONTRACTOR SHALL PROVIDE PROPERTY OWNERS WITH PROPER ACCESS TO AND MINIMUM WIDTHS FOR THEIR DRIVEWAYS ACCORDING TO THE POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS AND SHALL MAINTAIN THEM THROUGH ALL PHASE WORK AREAS AND SHALL DELINEATE THEM BY MEANS OF SIGNS, CONES, AND/OR DRUMS A.O.B.E.
2. THE COST FOR ANY DELINEATION AND GUIDING DEVICES NOT PAID UNDER SPECIFIC BID ITEMS (CONES, DRUMS, ETC.) SHALL BE INCLUDED IN THE BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL, ITEM 619.01.
3. ALL FIELD DRIVES AND/OR FARM DRIVES ALONG THE PROJECT SHALL BE CONSIDERED AS BUSINESS ENTRANCES IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 619 OF THE STANDARD SPECIFICATIONS.

NYS DOT STANDARD SHEETS FOR WORK ZONE TRAFFIC CONTROL

1. FOR ADDITIONAL DETAILS ON WORK ZONE TRAFFIC CONTROL, SUCH AS LANE AND SHOULDER CLOSURE REFER TO THE APPLICABLE SHEETS IN THE 619 SERIES OF NYS DOT STANDARD SHEETS. PAYMENT FOR ANY ADDITIONAL SIGNINGS, FLAGGERS, OR TRAFFIC CONTROL DEVICES SHALL BE INCLUDED UNDER ITEM 619.01.

SIGNS

1. THE CORRECT SEQUENCE AND SPACING OF SIGNS, WHETHER PERMANENT, TEMPORARY, OR CONSTRUCTION, MUST BE MAINTAINED AT ALL TIMES IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 619 OF THE STANDARD SPECIFICATIONS, THE 2009 NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, NYS SUPPLEMENT, THE WORK ZONE TRAFFIC CONTROL DETAILS IN THE PLANS AND PROPOSAL, OR A.O.B.E.
2. ALL SIGNS, INCLUDING GUIDE SIGNS, SHALL INDICATE ACTUAL CONDITIONS AT ALL TIMES. SIGNS SHALL BE COVERED, MOVED, REMOVED, RELOCATED OR CHANGED IMMEDIATELY AFTER CONDITIONS CHANGE, OR A.O.B.E.
3. APPROPRIATE WARNING SIGNS IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 619 OF THE STANDARD SPECIFICATIONS, THE 2009 NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE WORK ZONE TRAFFIC CONTROL DETAILS IN THE PLANS AND PROPOSAL, OR A.O.B.E. SHALL PRECEDE EACH WORK AREA BEFORE WORKING WITHIN THE ROADWAY AND/OR CLEAR ZONE.
4. ALL SIGNS NECESSARY FOR THE WORK ZONE TRAFFIC CONTROL INCLUDING RELOCATION AND/OR MODIFICATION AND/OR RESTORATION OF EXISTING SIGN PANELS AS NOTED IN THE REQUIREMENTS OF SECTION 619 OF THE STANDARD SPECIFICATIONS, THE 2009 NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (N MUTCD), THE NYS SUPPLEMENT TO THE NATIONAL MUTCD, THE WORK ZONE TRAFFIC CONTROL DETAILS IN THE PLANS AND PROPOSAL, OR A.O.B.E. SHALL BE INCLUDED IN THE BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL, ITEM 619.01.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE DONE DUE TO THE CONTRACTOR'S METHODS, WHILE TEMPORARILY REMOVING, RELOCATING OR COVERING SIGN PANELS OR SIGN TEXTS.
6. COLORS USED FOR CONSTRUCTION SIGNING (INCLUDING TEMPORARY OR MODIFIED GUIDE SIGNS) SHALL BE BLACK LEGEND ON ORANGE BACKGROUND WITH THE FOLLOWING EXCEPTIONS:
EMERGENCY SERVICE MARKERS, ROUTE MARKERS AND THEIR CORRESPONDING AUXILIARY SIGNS SHALL BE THE COLORS SPECIFIED IN THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. (ANY AUXILIARY SIGNS WHICH ARE NOT INCLUDED IN THE NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NYS SUPPLEMENT SHALL BE BLACK LEGEND ON ORANGE BACKGROUND). BLANK COVERS USED TO COVER PORTIONS OF EXISTING SIGNS SHALL BE OF A COLOR AND REFLECTORIZED MATERIAL MATCHING THAT OF THE SIGN BEING PARTIALLY COVERED. ANY REGULATORY SIGNS REQUIRED SHALL BE THE COLORS SPECIFIED IN THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND NYS SUPPLEMENT.

MISCELLANEOUS

1. THE CONTRACTOR SHALL COORDINATE THEIR WORK WITH ANY SUBCONTRACTORS, PUBLIC MAINTENANCE, OR UTILITIES OPERATIONS IN THE PROJECT AREA TO ENSURE PROPER MAINTENANCE OF TRAFFIC.
2. IN ACCORDANCE WITH SECTION 107-05(f) OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL COMPLETELY ENCLOSE, BY SAFETY WIRE FENCE, ALL POTENTIALLY HAZARDOUS LOCATIONS. PAYMENT FOR INSTALLATION AND REMOVAL OF THIS ITEM SHALL BE INCLUDED IN THE BID PRICE FOR WORK ZONE TRAFFIC CONTROL, ITEM 619.01.

FLAGGERS

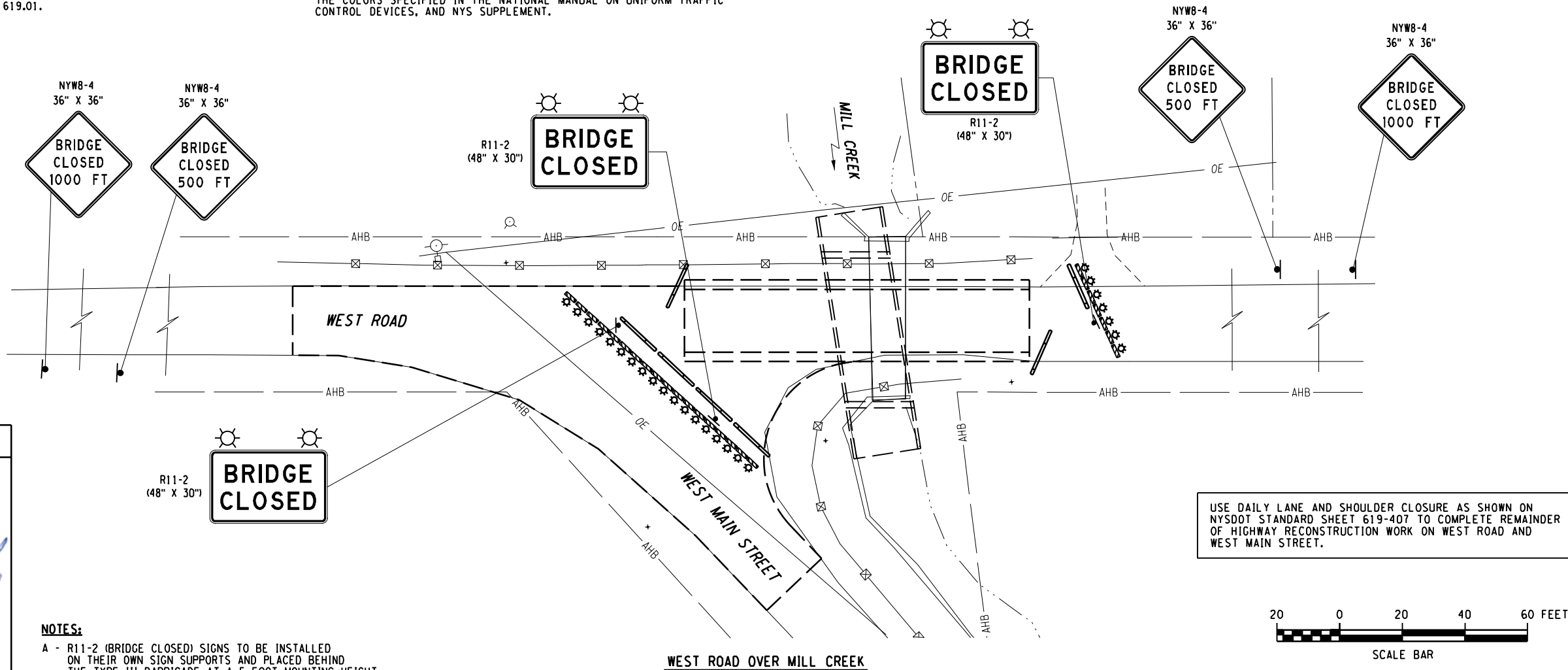
1. WHEN FLAGGERS ARE BEING USED FOR TRAFFIC CONTROL PURPOSES, FLAGGER SIGNS (W20-7) SHALL BE PLACED AS SHOWN ON PLANS OR A.O.B.E. ON ALL APPROACHES TO THE AREAS BEING FLAGGED. THE COST OF FLAGGER SIGNS SHALL BE INCLUDED IN THE PRICE BID FOR THE BASIC WORK ZONE TRAFFIC CONTROL ITEM 619.01. FLAGGER SIGNS SHALL NOT BE USED FOR BRIEF PERIODS OF INCIDENTAL FLAGGING. FLAGGER SIGNS SHALL NOT BE VISIBLE WHEN FLAGGERS ARE NOT BEING USED.
2. FLAGGERS SHALL USE THE FREE HAND FOR EMPHASIS AS DESCRIBED IN CHAPTER 6E OF THE N MUTCD. STOP/SLOW PADDLES SHALL BE REQUIRED FOR ALL FLAGGING AND SHALL CONFORM TO THE REQUIREMENTS IN THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (N MUTCD) BUT SHALL BE A MINIMUM WIDTH OF 2 FT. THE COST OF THESE PADDLES AND ALL FLAGGERS SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 619.01, WORK ZONE TRAFFIC CONTROL, WHERE THE USE OF THE PADDLE MAY CAUSE CONFUSION, SIGNAL FLAGS SHALL BE USED.
3. FLAGGERS SHALL NOT POSITION THEMSELVES DIRECTLY IN THE PATH OF ONCOMING TRAFFIC. AT ALL TIMES, THE CONTRACTOR SHALL PROVIDE FLAGGERS WITH A CLEAR ESCAPE PATH, FREE OF PARKED VEHICLES, EQUIPMENT OR OTHER OBSTACLES.
4. THE CONTRACTOR SHALL PROVIDE FLAGGERS WHERE SIGHT DISTANCES ARE IMPAIRED BY THE OPERATION OR IN ANY OTHER SITUATION A.O.B.E. FLAGGERS SHALL BE REQUIRED TO USE TWO-WAY RADIOS, OR OTHER FORMS OF ENHANCED COMMUNICATION WHEN ONE FLAGGER IS NOT VISIBLE TO THE OTHER OR IF THE ENGINEER DEEMS IT NECESSARY. ALL COSTS SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 619.01, WORK ZONE TRAFFIC CONTROL.

TEMPORARY POSITIVE BARRIER

1. TEMPORARY POSITIVE BARRIER (TPB) SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS OR A.O.B.E. AND IN ACCORDANCE WITH THE APPROPRIATE TPB STANDARD SHEET OR APPROVED DRAWINGS. CONTRACTOR WILL BE PAID FOR ONE PLACEMENT ONLY PER LOCATION. REFER TO EI 20-002 AND EB 20-007.
2. WHERE TAPERED END SECTIONS ARE USED ON APPROACHES, THE FIRST FULL HEIGHT SECTION OF BARRIER SHALL BE A MINIMUM OF 12' OFFSET FROM EDGE OF TRAVEL LANE. GREATER OFFSETS (UP TO THE CLEAR ZONE) FOR EACH LOCATION SHOULD BE OBTAINED WHERE TOPOGRAPHY, CONSTRUCTION, ETC. ALLOW. THE TCB FLARE RATE SHALL BE IN ACCORDANCE WITH THE LATEST NYS DOT STANDARD SPECIFICATIONS.
3. ON APPROACHES TO TPB, BLUNT BARRIER ENDS SHALL BE PROTECTED FROM IMPACT BY BURYING END IN SIDE SLOPES, OR USING TAPERED END SECTIONS, A.O.B.E.

LEGEND:

- SIGNS (N MUTCD) PAYMENT UNDER ITEM 619.01
- ☀ TYPE 'A' FLASHER LIGHTING FOR SIGNS, PAYMENT UNDER ITEM 619.01
- ☀ TYPE III CONSTRUCTION BARRICADE, WITH LIGHTING, ITEM 619.04
- ▬ TEMPORARY POSITIVE BARRIER CATEGORY 1 (PINNING PROHIBITED), ITEM 619.1711



NOTES:
A - R11-2 (BRIDGE CLOSED) SIGNS TO BE INSTALLED ON THEIR OWN SIGN SUPPORTS AND PLACED BEHIND THE TYPE III BARRICADE AT A 5 FOOT MOUNTING HEIGHT.

USE DAILY LANE AND SHOULDER CLOSURE AS SHOWN ON NYS DOT STANDARD SHEET 619-407 TO COMPLETE REMAINDER OF HIGHWAY RECONSTRUCTION WORK ON WEST ROAD AND WEST MAIN STREET.

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PREPARED BY: BARTON & LOGUIDICE, D.P.C.

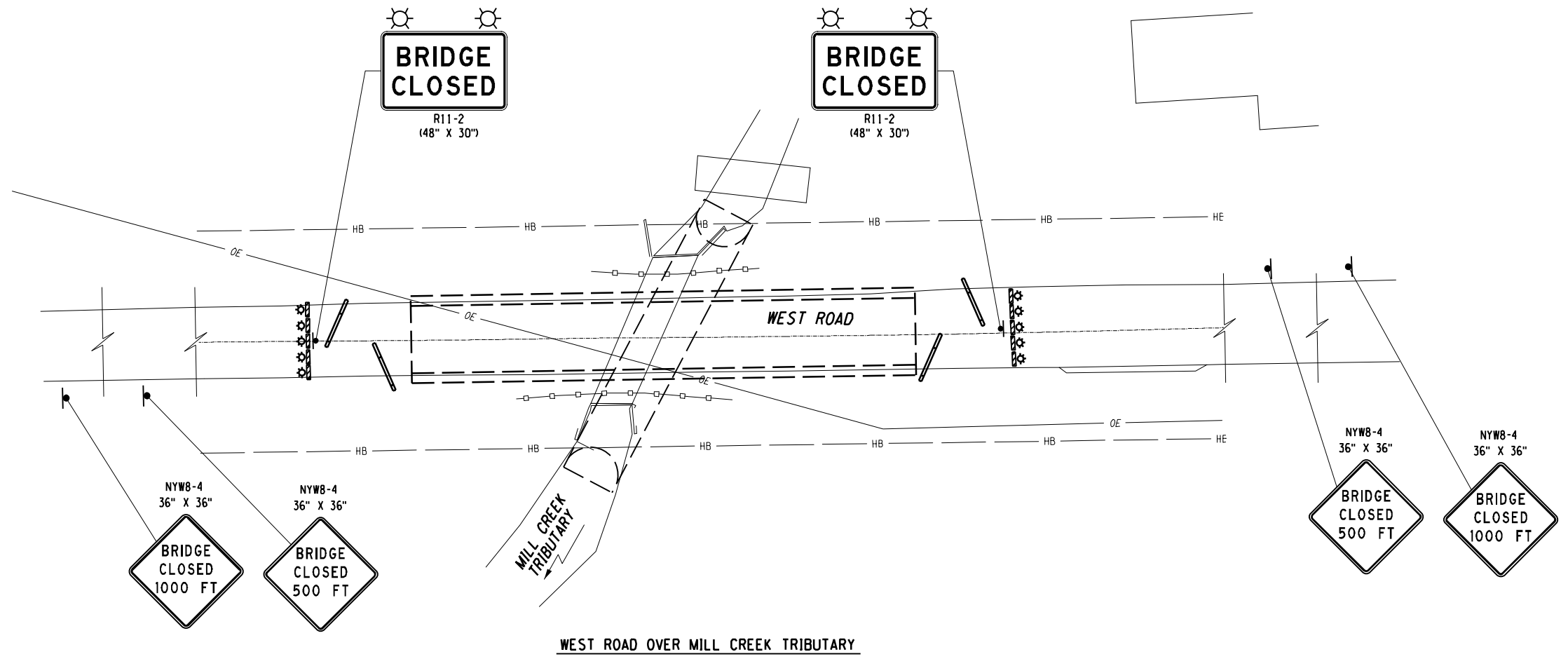
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REPLACEMENT OF WEST ROAD CULVERTS	OVER MILL CREEK & MILL CREEK TRIB.	TOWN OF TURIN	LEWIS COUNTY
WORK ZONE TRAFFIC CONTROL PLAN			
SCALE: AS SHOWN			
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NOTES:
 A - R11-2 (BRIDGE CLOSED) SIGNS TO BE INSTALLED ON THEIR OWN SIGN SUPPORTS AND PLACED BEHIND THE TYPE III BARRICADE AT A 5 FOOT MOUNTING HEIGHT.



LEGEND:

- SIGNS (NMTCD) PAYMENT UNDER ITEM 619.01
- TYPE 'A' FLASHER LIGHTING FOR SIGNS, PAYMENT UNDER ITEM 619.01
- TYPE III CONSTRUCTION BARRICADE, WITH LIGHTING, ITEM 619.04
- TEMPORARY POSITIVE BARRIER CATEGORY 1 (PINNING PROHIBITED), ITEM 619.1711

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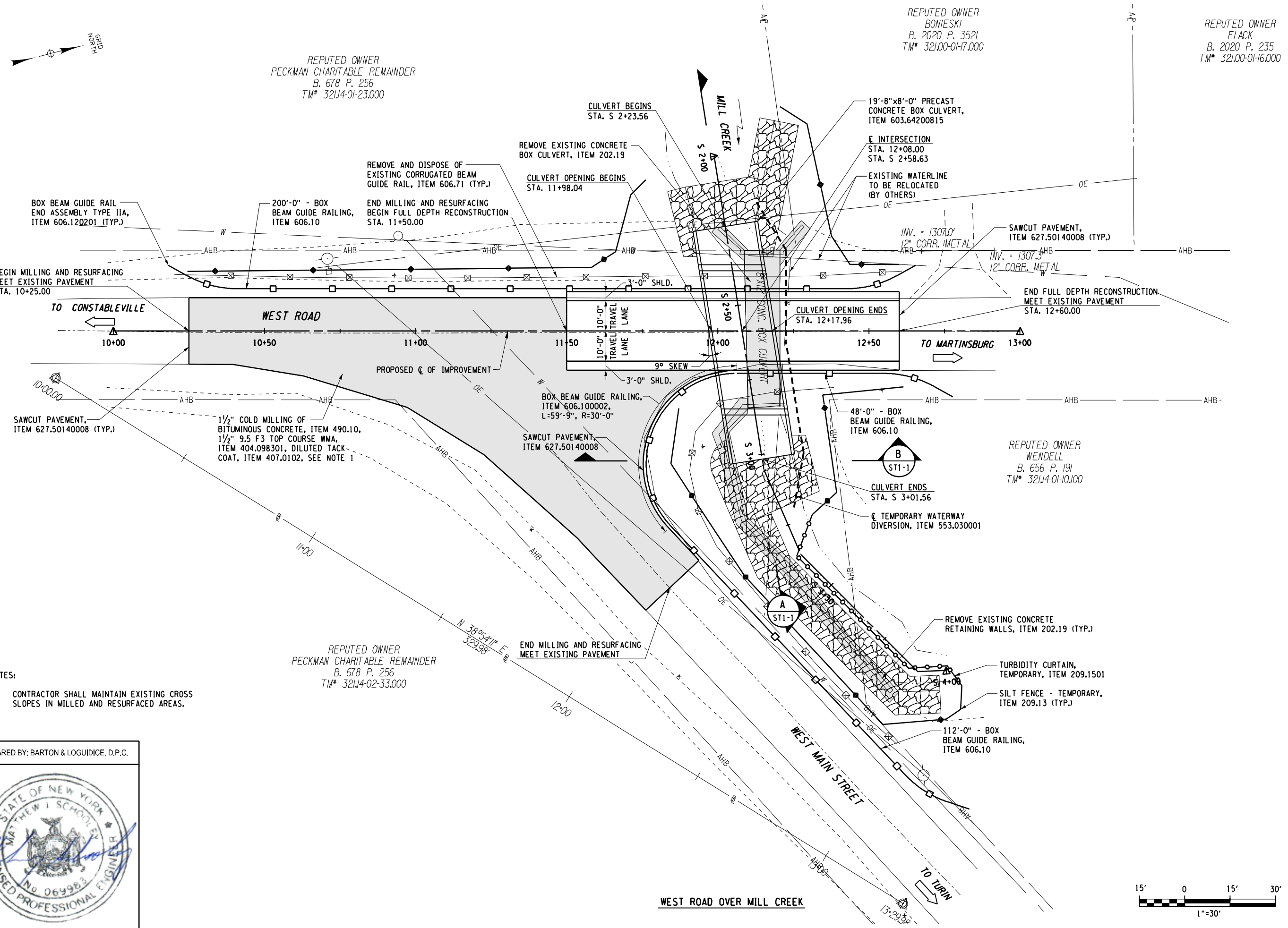
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REPLACEMENT OF WEST ROAD CULVERTS OVER MILL CREEK & MILL CREEK TRIB.		TOWN OF TURIN LEWIS COUNTY	
WORK ZONE TRAFFIC CONTROL PLAN			
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NOTES:
 1. CONTRACTOR SHALL MAINTAIN EXISTING CROSS SLOPES IN MILLED AND RESURFACED AREAS.

PREPARED BY: BARTON & LOGUIDICE, D.P.C.



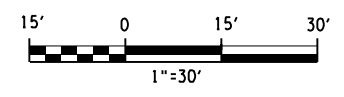
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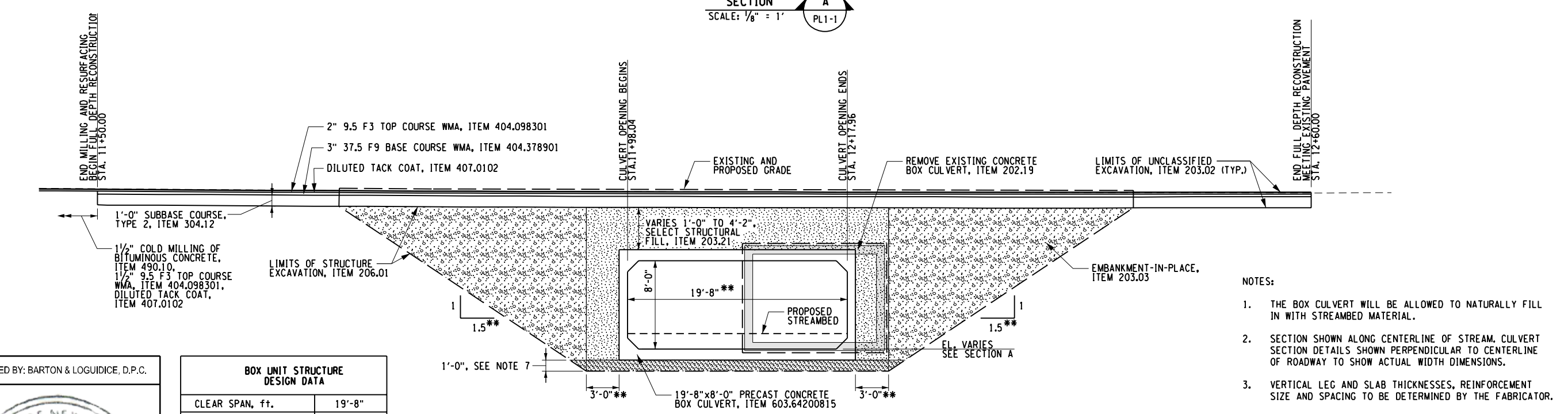
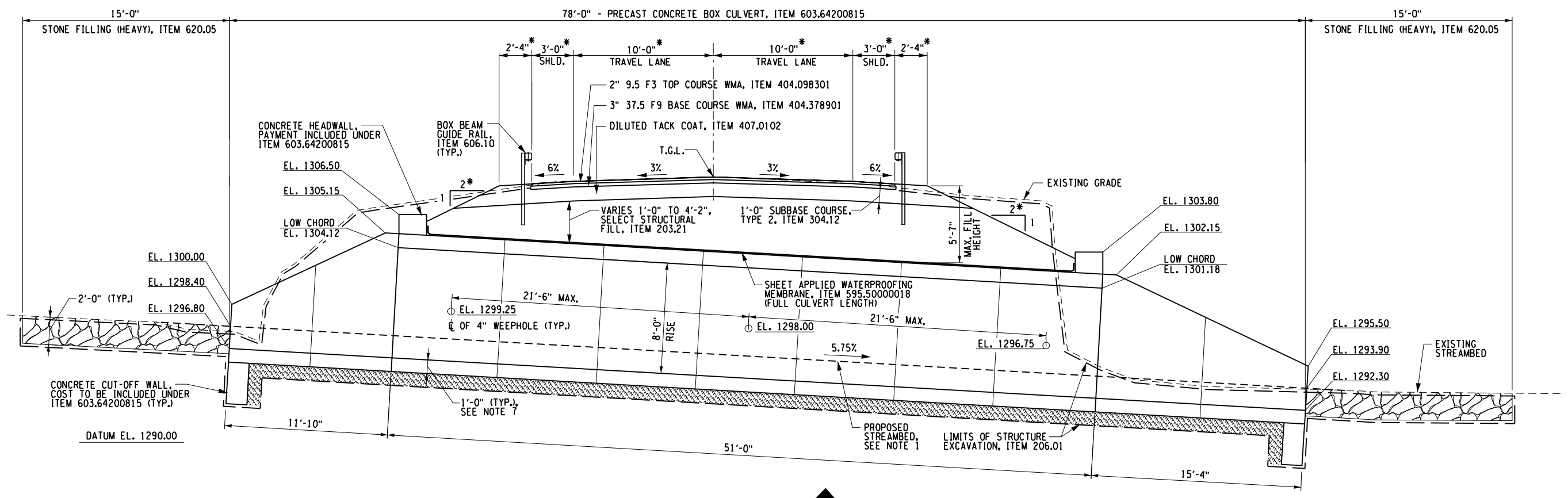


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REPLACEMENT OF WEST ROAD CULVERTS OVER MILL CREEK & MILL CREEK TRIB.	TOWN OF TURIN LEWIS COUNTY
PLAN	
SCALE: AS SHOWN	
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PREPARED BY: BARTON & LOGUIDICE, D.P.C.



BOX UNIT STRUCTURE DESIGN DATA	
CLEAR SPAN, ft.	19'-8"
STRUCTURE RISE, ft.	8'-0"
MIN. FILL HEIGHT, ft.	1'-0"
MAX. FILL HEIGHT, ft.	5'-7"
(CSKEW) SKEW ANGLE TO C OF ROADWAY, DEG.	9°
LIVE LOAD	HL-93
RAILING/ BARRIER TEST LOAD	TL-4

LOAD RATING (LRFR)	
INVENTORY	
OPERATING	

LIVE LOAD = HL-93

- NOTES:
1. THE BOX CULVERT WILL BE ALLOWED TO NATURALLY FILL IN WITH STREAMBED MATERIAL.
 2. SECTION SHOWN ALONG CENTERLINE OF STREAM, CULVERT SECTION DETAILS SHOWN PERPENDICULAR TO CENTERLINE OF ROADWAY TO SHOW ACTUAL WIDTH DIMENSIONS.
 3. VERTICAL LEG AND SLAB THICKNESSES, REINFORCEMENT SIZE AND SPACING TO BE DETERMINED BY THE FABRICATOR.
 4. THE LENGTH OF EACH PRECAST CONCRETE BOX CULVERT UNIT SHALL BE DETERMINED BY THE FABRICATOR.
 5. ALL EXPOSED EDGES SHALL HAVE A CHAMFER OF 1".
 6. THE DESIGN OF THE PRECAST CONCRETE BOX CULVERT SHALL PROVIDE AN LRFR INVENTORY LOAD RATING OF 1.2 OR HIGHER.
 7. FILL SHALL BE CRUSHED MATERIAL MEETING THE REQUIREMENTS OF MATERIAL DESIGNATION 703-0201, 703-0202 OR 703-0204 WITH PRIMARY SIZE DESIGNATION OF 3, ITEM 623.12.

* : MEASURED PERPENDICULAR TO CENTERLINE OF ROAD
 ** : MEASURED PERPENDICULAR TO CENTERLINE OF STREAM

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LEWIS COUNTY, N.Y. 13087
 LEWIS COUNTY HIGHWAY DEPARTMENT

Barton & Loguidice
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REPLACEMENT OF WEST ROAD CULVERTS OVER MILL CREEK & MILL CREEK TRIB.
 TOWN OF TURIN
 LEWIS COUNTY

CULVERT SECTION AND ELEVATION

SCALE: AS SHOWN
 DATE ISSUED: 04/12/2023
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 MJS/GRW



REPUTED OWNER
 BONIESKI
 B. 2020 P. 3521
 TM# 321.00-01-17.000

REPUTED OWNER
 WENDELL
 B. 656 P. 191
 TM# 32114-01-10.100

REPUTED OWNER
 PECKMAN CHARITABLE REMAINDER
 B. 678 P. 256
 TM# 32114-01-23.000

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 TOE OF SLOPE

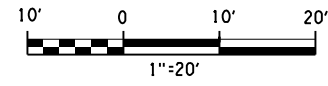
STONE FILLING (HEAVY),
 ITEM 620.05 (TYP.)

WEST ROAD (CR 51)

WEST MAIN STREET

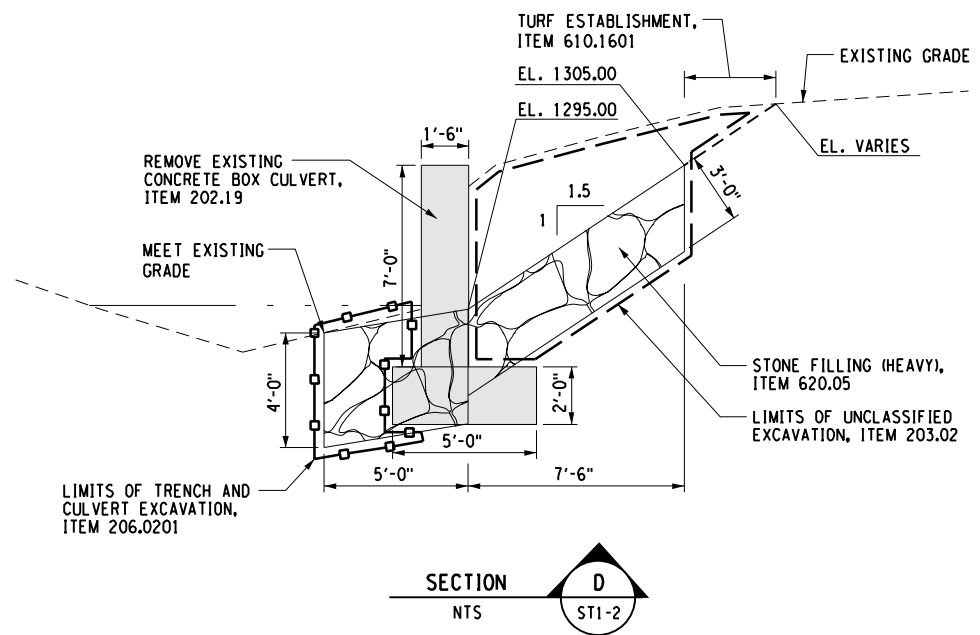
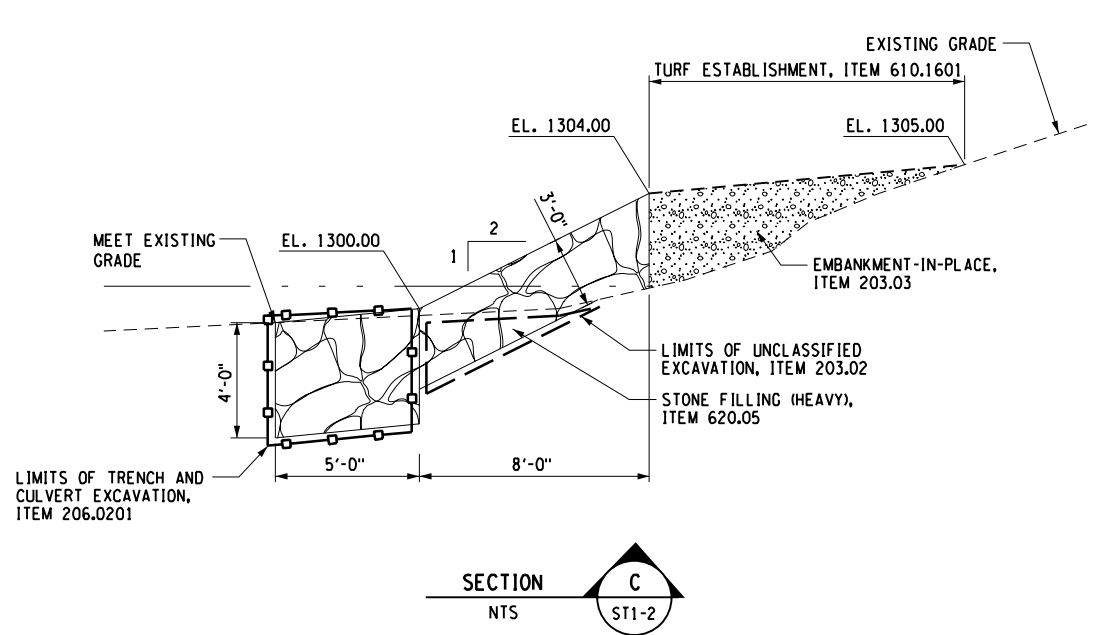
SEE NOTE 1

STONE BANK PROTECTION PLAN
 SCALE: 1" = 20'



- NOTES:
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE FOR THE EXISTING DITCH THROUGH THE REESTABLISHED STREAM BANK SHOWN IN SECTION C.
 - DIMENSIONS SHOWN FOR SUBSTRUCTURES TO BE REMOVED ARE BASED ON ASSUMPTIONS AND FIELD MEASUREMENTS.

PREPARED BY: BARTON & LOGUIDICE, D.P.C.



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Barton & Loguidice

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REPLACEMENT OF WEST ROAD CULVERTS
 OVER MILL CREEK & MILL CREEK TRIB.
 TOWN OF TURIN
 LEWIS COUNTY

STONE BANK PROTECTION PLAN

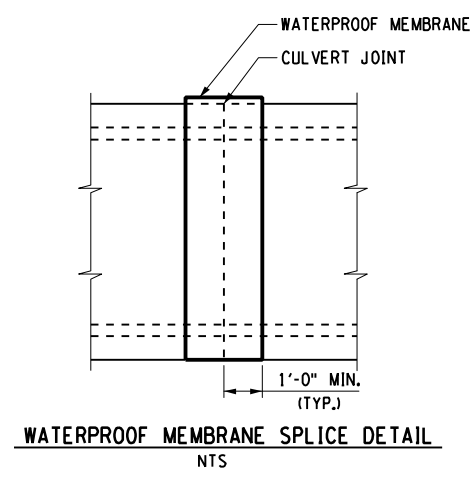
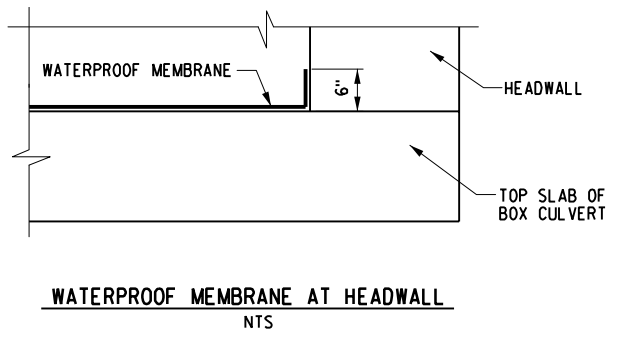
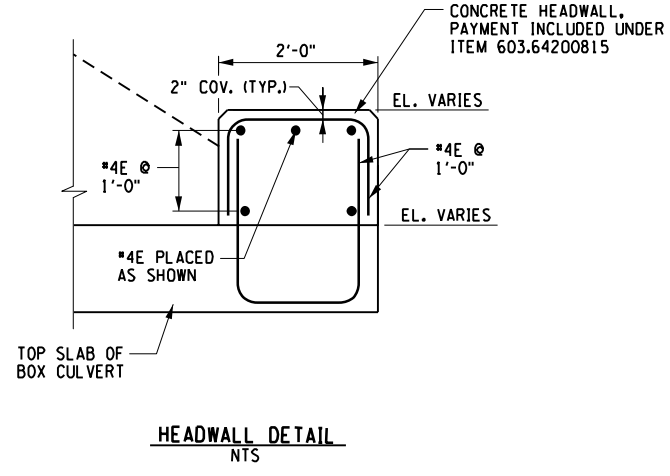
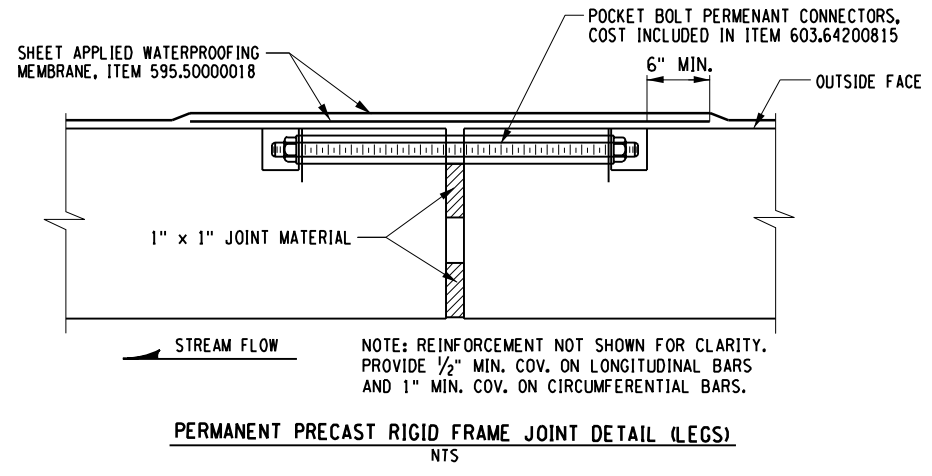
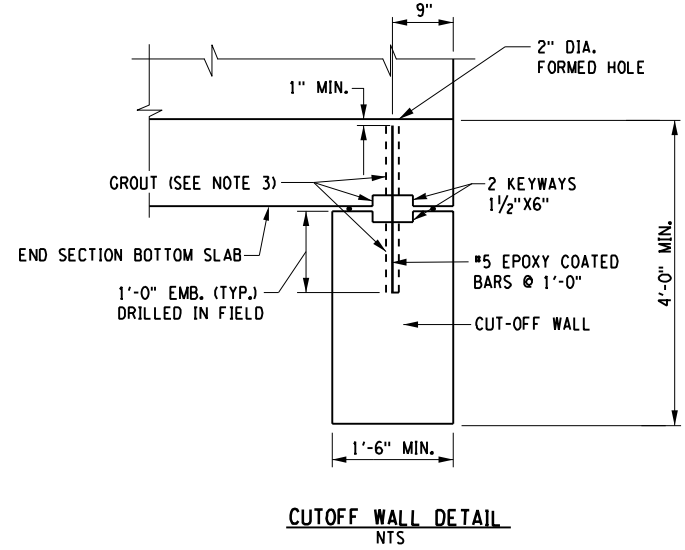
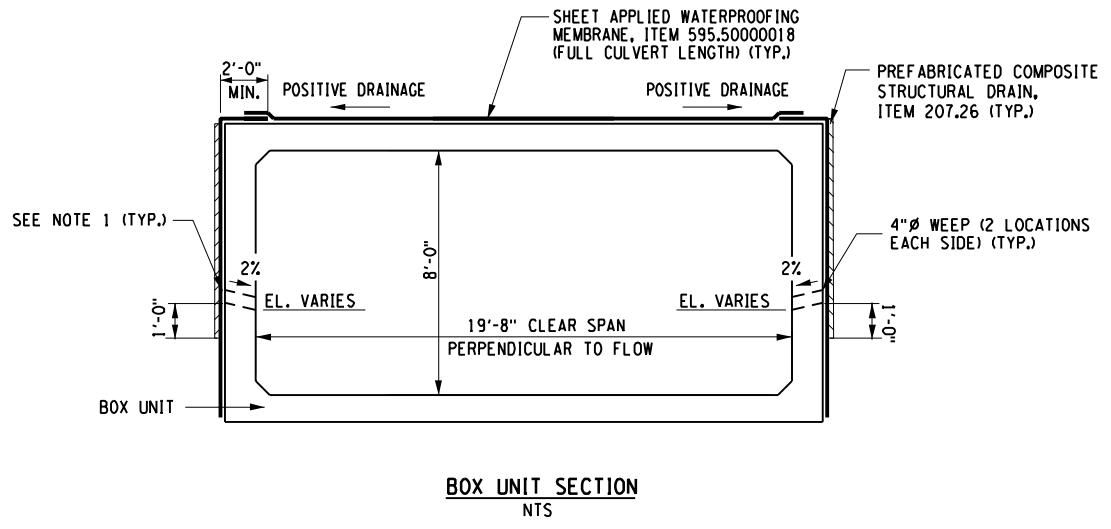
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IN CHARGE OF MJS
 DESIGNED BY MJS/ZPD/GRW CHECKED BY MJS/ZPD/GRW
 DRAFTED BY ZPD/MJS CHECKED BY ZPD/NLP
 MJS/GRW

PREPARED BY: BARTON & LOGUIDICE, D.P.C.



- NOTES:
- CONTRACTOR SHALL CUT WATERPROOFING MEMBRANE AND PREFABRICATED COMPOSITE STRUCTURAL DRAIN AT THE WEEP HOLE LOCATIONS. THE GEOTEXTILE FILTER COMPONENT OF THE STRUCTURAL DRAIN SHALL NOT BE CUT.
 - EACH JOINT BETWEEN PRECAST CONCRETE BOX CULVERT UNITS SHALL BE COVERED WITH A LAYER OF WATERPROOFING MEMBRANE. PER THE MEMBRANE SPLICE DETAIL, THE ENTIRE TOP SURFACE OF THE CULVERT AND THE EXTERIOR FACES OF THE VERTICAL LEGS SHALL THEN BE COVERED WITH WATERPROOFING MEMBRANE.
 - DOWEL BARS USED TO ATTACH THE CUT-OFF WALL TO THE BOX CULVERT SHALL BE DRILLED AND GROUTED PER THE REQUIREMENTS OF STANDARD SPECIFICATION SECTION 586 EXCEPT THE GROUT SHALL MEET THE REQUIREMENTS OF 701-06. THE KEYWAY SHALL BE GROUTED WITH THE SAME MATERIAL AS THE DOWEL HOLE.

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LEWIS COUNTY, N.Y. 1805
 LEWIS COUNTY HIGHWAY DEPARTMENT

Barton & Loguidice

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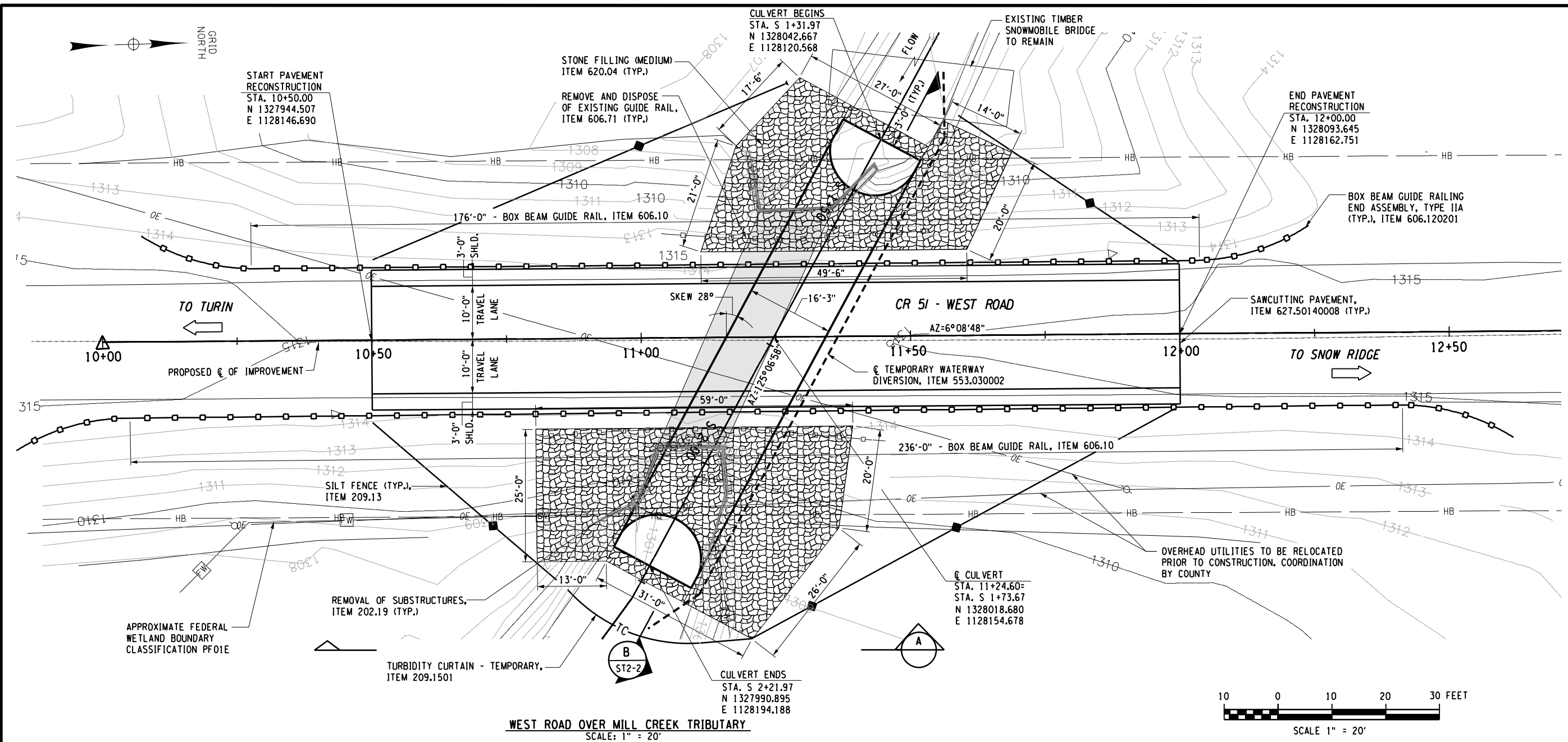
REPLACEMENT OF WEST ROAD CULVERTS	TOWN OF TURIN	LEWIS COUNTY
OVER MILL CREEK & MILL CREEK TRIB.		

CULVERT DETAILS

SCALE: AS SHOWN
 DATE ISSUED: 04 / 2003
 DRAWING ST1-3

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 TIME = 8:29:31 AM

IN CHARGE OF MJS
 DESIGNED BY MJS/ZPD/GRW
 CHECKED BY MJS
 DRAFTED BY ZPD/NLP
 CHECKED BY MJS/GRW



PREPARED BY: BARTON & LOGUIDICE, D.P.C.

NO.	DATE	BY	REVISION

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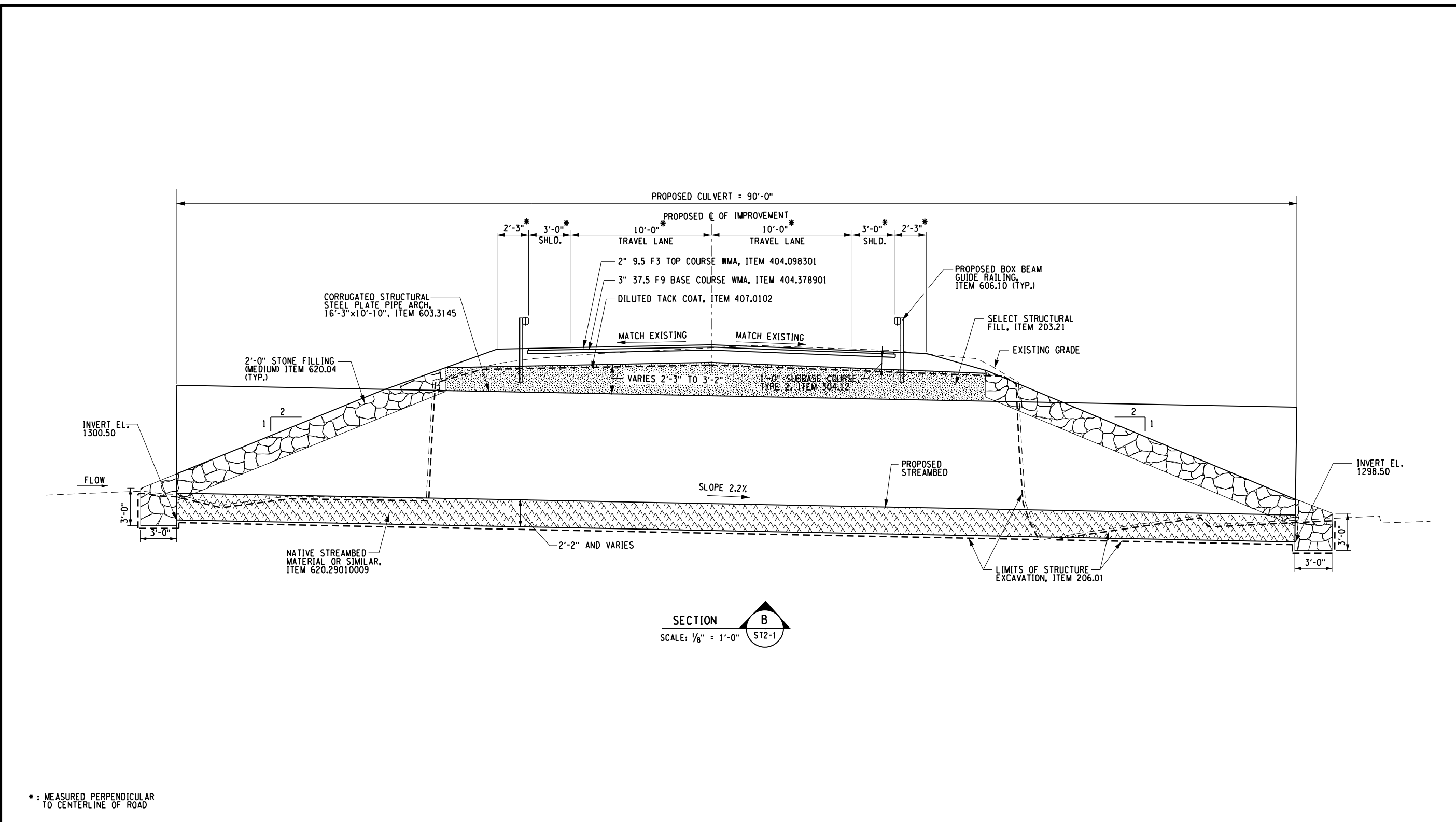
REPLACEMENT OF WEST ROAD CULVERTS
 OVER MILL CREEK & MILL CREEK TRIB.
 TOWN OF TURIN
 LEWIS COUNTY

CULVERT PLAN AND ELEVATION

SCALE: AS SHOWN
 DATE ISSUED: 04/2023
 DRAWING
 ST2-1

FILE NAME = I:\Projects\2001296 - Lewis County\296.045 - West Rd\296035.BRIDGE_PROF1.E.dgn
 DATE = 4/11/2023
 TIME = 8:29:57 AM

IN CHARGE OF MJS
 DESIGNED BY MJS/ZPD/GRW CHECKED BY ZPD/MJS
 DRAFTED BY ZPD/NLP
 CHECKED BY MJS/GRW



SECTION B
 SCALE: 1/8" = 1'-0"
 ST2-1

* : MEASURED PERPENDICULAR TO CENTERLINE OF ROAD

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NO.	DATE	BY	REVISION
10			
10			

LEWIS COUNTY, N.Y. 13095
 LEWIS COUNTY HIGHWAY DEPARTMENT

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REPLACEMENT OF WEST ROAD CULVERTS
 OVER MILL CREEK & MILL CREEK TRIB.
 TOWN OF TURIN
 LEWIS COUNTY

CULVERT SECTION

SCALE: AS SHOWN
 DATE ISSUED: 04 / 2023
 DRAWING ST2-2