



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186
(518) 765-2786 FAX (518) 765-3459
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

PROJECT MANUAL
FOR
PROJECT NO. 23-C583
(BID #2024-127)

**CR 2 (COLE HILL ROAD) OVER FOX CREEK
BRIDGE REPLACEMENT PROJECT**

**TOWN OF EAST BERNE
ALBANY COUNTY**

OCTOBER 2024

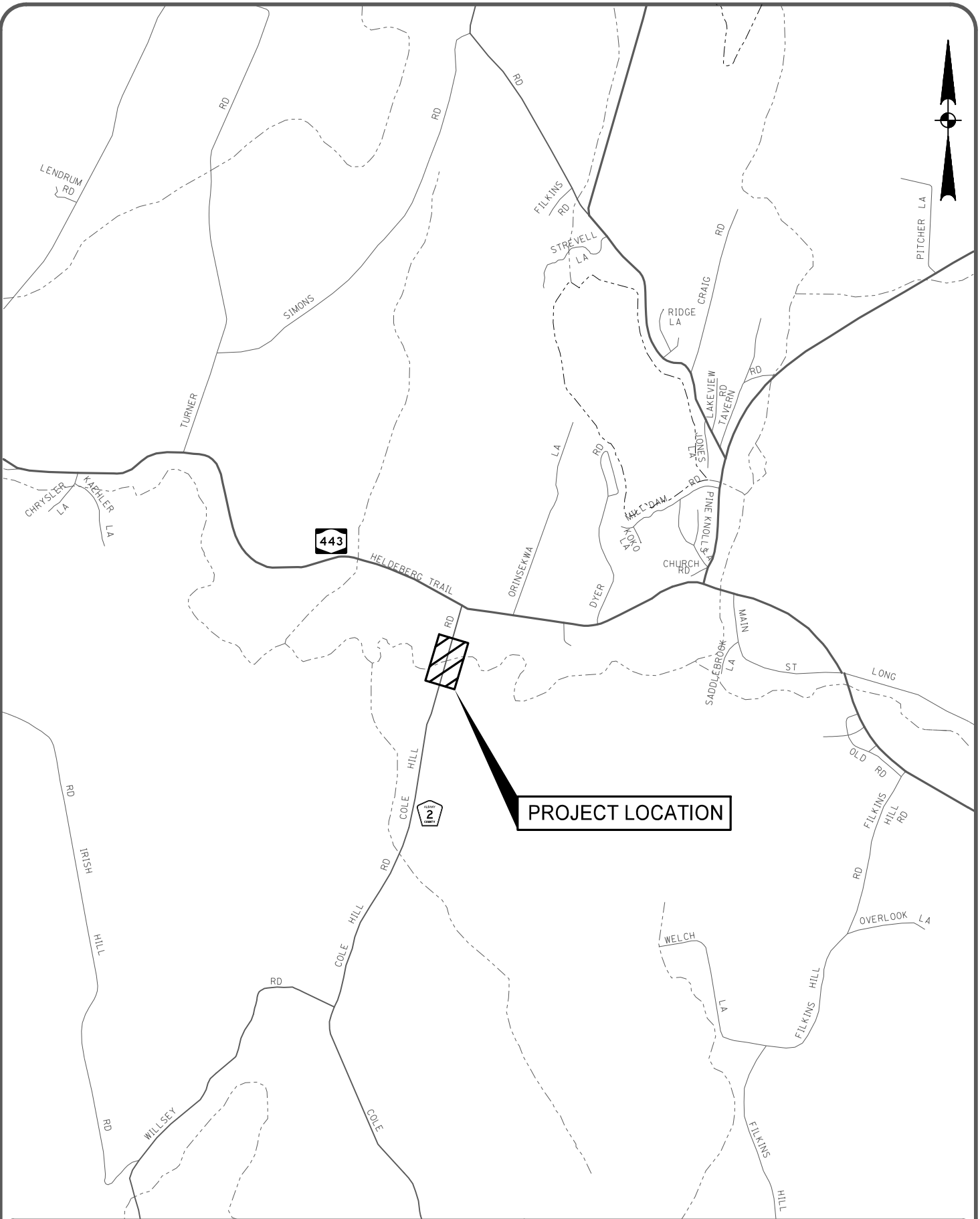
TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
SITE MAP	SM-1
NOTICE TO BIDDERS	NTB-1
RECEIPT CONFIRMATION FORM	RCF-1
NON-BIDDER RESPONSE FORM	NBR-1
INSTRUCTIONS TO BIDDERS	GIB-1 to GIB-14
BID FORM	BF-1 to BF-7
BID TABS	BF-8 to BF-20
OFFER OF SURETY/CERTIFICATE OF SURETY	OS-1
BID BOND	BB-1 to BB-4
CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS.....	CCR-1
NON-COLLUSIVE BIDDING CERTIFICATION	NC-1 to NC-2
NON-INTERRUPTION OF WORK AGREEMENT.....	NWA-1
STORMWATER DISCHARGES FOR SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) CERTIFICATION	MS4-1
IRANIAN ENERGY DIVESTMENT CERTIFICATION	IEDC-1
BIDDERS QUALIFICATION QUESTIONNAIRE	BQQ-1 to BQQ-3
VENDOR RESPONSIBILITY QUESTIONNAIRE	VRQ-1 TO VRQ-4
ACKNOWLEDGMENT BY BIDDER	AB-1
SCHEDULE OF MBE/WBE PARTICIPATION	MBE-1 TO MBE-2
AGREEMENT	A-1 to A-15
FAITHFUL PERFORMANCE BOND	PB-1 to PB-5
LABOR AND MATERIAL BOND.....	LM-1 to LM-5
GENERAL CONDITIONS	GC-1 to GC-30
SUPPLEMENTARY CONDITIONS	SC-1 to SC-21
Wage Rates	SC-22 to SC-23
Affirmative Action Plan	SC-24-SC-28
NYSDEC SPDES General Permit for Stormwater Discharges	SC-29 to SC-35
DRAWING INDEX	DI-1
DIVISION I - GENERAL REQUIREMENTS	
01010 - Summary Work	01010-1 to 01010-2
01016 - Maintenance of Operation	01016-1
01041 - Coordination with Utilities	01041-1
01045 - Matching New to Present Work	01045-1 to 01045-2
01051 - Grades, Lines and Levels	01051-1
01060 - Regulatory Requirements	01060-1
01085 - Subsurface Structures and All Utilities	01085-1
01152 - Applications for Progress Payments	01152-1 to 01152-12
01200 - Project Meetings	01200-1
01310 - Construction Schedules	01310-1 to 01310-2
01340 - Shop Drawings, Product Data, Samples and Certifications	01340-1 to 01340-4
01370 - Schedule of Values.....	01370-1 to 01370-6
01400 - Quality Control Services	01400-1 to 01400-4

TABLE OF CONTENTS (con't)

<u>Item</u>	<u>Page</u>
DIVISION I - GENERAL REQUIREMENTS (cont'd)	
01562 - Dust Control	01562-1
01566 - Debris Control	01566-1
01620 - Storage and Protection of Materials	01620-1
01710 - Cleaning	01710-1
DIVISION 2 - TECHNICAL SPECIFICATIONS	
NYS DOT Standard Specifications	TS-1 to TS-2
Special Notes	TS-3 to TS-6
Special Specifications	TS-7
Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”	
Item 595.50000018 – Sheet-Applied Waterproofing Membrane	
Item 606.73000015 – Remove and Dispose of Box Beam Guide Rail and Median Barrier and Store Posts	
Item 613.04000001 – Stockpiling and Placing Existing Stream Bed Materials	
Item 615.01010108 – Material for Stream Bed Establishment	
Item 627.50140008 – Cutting Pavement	

N:\Projects\2023\123-230 Albany County - CR2 over Fox Creek\Working\CADD\dgn.connect\figures\123-230_fig.prj.loc-01.dgn



PROJECT LOCATION

CR2 (COLE HILL ROAD) OVER
FOX CREEK BRIDGE REPLACEMENT
TOWN OF EAST BERNE, ALBANY COUNTY, NEW YORK



NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2024-127

Sealed bids for CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday, October 24, 2024.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on Thursday, October 3, 2024.

The work site is located on CR2 (Cole Hill Road) and has two adjacent precast concrete boxes carrying the roadway over Fox Creek adjacent to the residence at 969 Cole Hill Rd, East Berne, NY 12059.

The work includes:

This is a bridge replacement project that includes removing the existing box culverts, partial demolition of existing footing mat, adjusting the existing stream profile, restore existing ditch line, performing stream reconstruction, installing concrete footings on open ended pipe piles, installing a precast three-sided concrete structure with cast-in-place concrete footings and wingwalls, and roadway reconstruction within the project limits.

This is a LUMP SUM BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

The successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (10/03/2024)

THE EVANGELIST
TIMES UNION

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: Project # 23-C583
CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

BID NUMBER: 2024-127

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Pamela O'Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person/Title: _____

Phone No: _____ Fax No: _____

Email: _____

If a bidder/proposer meeting has been arranged for this bid/RFP, please indicate if you plan to attend: Yes _____ No _____

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207**

NON-BIDDER RESPONSE

**PROJECT NO. 23-C583
(BID #2024-127)**

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bid/proposals. Please indicate your reason(s) by checking all appropriate items below and returning this form to the above address.

Could not meet Scope of Services.

Items or materials requested not manufactured by us or not available to our company.

Insurance requirements too restricting.

Bond requirements too restricting.

Scope of Services not clearly understood or applicable (too vague/rigid, etc.)

Project not suited to firm.

Quantities too small.

Insufficient time allowed for preparation of bid/proposal.

Other reasons. Please state and define: _____

Vendor Name: _____

Contact Person: _____

Address: _____

Telephone: _____

COUNTY OF ALBANY REQUEST FOR BIDS

GENERAL INSTRUCTION TO BIDDERS

BID DISTRIBUTION - *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

1. Project Identification

- 1.1 Project Number: 23-C5823 (Bid # 2024-127)
Letting (Bid Date): October 24, 2024
Title: CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project
- 1.2 Engineer: Albany County Department of Public Works
449 New Salem Road
Voorheesville, New York 12186
(518) 765-2786
(518) 765-3459 fax

SECTION 2: PURPOSE

- 2.1 The work site is located on CR2 (Cole Hill Road) and has two adjacent precast concrete boxes carrying the roadway over Fox Creek adjacent to the residence at 969 Cole Hill Rd, East Berne, NY 12059.

This is a bridge replacement project that includes removing the existing box culverts, partial demolition of existing footing mat, adjusting the existing stream profile, restore existing ditch line, performing stream reconstruction, installing concrete footings on open ended pipe piles, installing a precast three-sided concrete structure with cast-in-place concrete footings and wingwalls, and roadway reconstruction within the project limits.

- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent successful bidder will be required to submit MBE and WBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting MBE and WBE goals, as outlined in Article SC-19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the bidding documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of bidding documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00 a.m. on October 24, 2024, at the following address:

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.
- 5.2 This is a fixed lump sum price contract, and the contractor will not be entitled to extra reimbursement due to escalation of cost for inflation.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of 5% of the total bid amount in words and numbers in United State currency, drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany County. If bid accepted, the successful bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **Bid security shall be included with bid at time of bid opening. Failure to do so may cause rejection of the bid as materially incomplete.**

- 6.2 The bid security of the successful bidder will be retained until such bidder has executed the contract and furnished the required contract security, whereupon it will be returned. If the successful bidder fails to execute and deliver the contract and furnish the required contract security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the bid security of that bidder will be forfeited.
- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful bidder.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the County within five days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: LIQUIDATED DAMAGES

- 8.1 Time is of the essence with this Agreement. Albany County will suffer financial loss if the work is not completed within the times specified, plus any extensions thereof. Delays, expense and difficulties will be involved in proving the actual loss suffered by Albany County if the work is not completed on time. Accordingly, instead of requiring such proof, Albany County and the successful bidder will agree that as liquidated damages for delay (but not as a penalty), the successful bidder shall pay Albany County five hundred dollars (\$500.00) for each day that expires after the time specified for substantial completion until the work is substantially complete. After substantial completion, if the successful bidder shall neglect, refuse or fail to complete the remaining work within the time specified for completion and readiness for final payment or any proper extension thereof granted by Albany County, the successful bidder shall pay Albany County five hundred dollars (\$500.00) for each day that expires after the time specified for completion and readiness for final payment.

SECTION 9: DISQUALIFICATION

- 9.1 The County reserves the right to refuse to issue bidding documents to a prospective bidder should bidder be in default for any of the following reasons:
 - a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the bidding documents as a requirement for bidding.

- b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the County issues the bidding documents to a prospective bidder.
 - c) Bidder's default under previous contracts with the County.
 - d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:
- a) If the bid is on a form other than that furnished by Albany County, or if the Albany County's form is altered, or if any part of the bidding documents is detached.
 - b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite or otherwise ambiguous.
 - c) If the bid is not accompanied by the bid security specified by Albany County.

SECTION 10: PREVAILING WAGE

- 10.1 All laborers providing services under this contract, whether employed by the contractor or by the subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the NYS Department of Labor, per the NYS Prevailing Schedule of Wages.
- 10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions, call the NYS Department of Labor at (585) 258-4505. Actual rates are available online: <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1576992> or from the Albany County Purchasing Department at the address listed on the Notice to Bidders.
- 10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a

public work project: name, social security number, classification(s) in which the work was employed, hourly wage rates paid, supplements paid or provided, and daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (contracting agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (contracting agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (NC-1 to NC-2) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

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

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of

Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207
(518) 447-7140
(518) 447-5588 (fax)
Pamela.Oneill@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by addenda via mail or delivered to all parties recorded as having received the bidding documents. Questions received less than four days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- a) the execution of a contract by Albany County; or
- b) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- b) Completeness of the bid; and
- c) Bidder's demonstrated capabilities and professional qualifications.

15.3 Intentionally Left Blank

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from NYS contracts, other County contracts or NYS Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If prior to awarding of the contract, or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful bidder: the successful bidder's bid, Request for Bids and any written addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

SECTION 18: PERFORMANCE BOND

- 18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and Albany County attorney, or its cash equivalent, equal to 100% of the total bid is required of the successful bidder. The successful bidder to whom the contract is awarded shall, within seven days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in the case of its failure to give further security as herein prescribed, the successful bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful bidder will be required to procure and maintain at its own expense, the following insurance coverage:

See Pages SC-6 through SC-11 for insurance requirements.

- 19.2 Each policy of insurance shall be of form and content satisfactory to the Albany County Attorney.
- a) Albany County shall be named as additional named insured on all liability policies. The bid number must appear on the policy.
 - b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon

expiration and continued in force, unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful bidder to procure and maintain any required insurance shall not relieve the successful bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

20.1 The successful bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by contractor, contractor shall pay to the County, all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

SECTION 22: NOT USED

SECTION 23: NOT USED

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and nonprofit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to

comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents (Attachment NWA-1).

SECTION 27: APPRENTICESHIP TRAINING PROGRAMS

Contractors on an Albany Construction Project with an **anticipated total project cost** of more than \$250,000 are subject to the following:

A. In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003, Resolution No. 251-a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the New York State Labor Law, contractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with Albany County.

B. A bidder who submits a bid for a County construction contract for which the contract amount is \$250,000 or more **shall submit with the bid package** the following documents **for each apprentice agreement** intended to meet the requirements of Res. No. 373 for 2018:

- (1). A copy of the current New York State Department of Labor (NYS DOL) “Apprentice Training Program Registration Agreement” (NYS

DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND

- (2). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.

C. Prior to entering into a construction agreement with Albany County, a contractor shall submit, Certificates of Completion showing that the contractor, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. If a contractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying its signatory status.

Note: Apprenticeship agreements which are in probationary status shall be exempt from the graduation requirement during the period of probationary status, and apprenticeship agreements in place as of August 13, 2018 which were in probationary status during the period preceding the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the graduation requirement for a period measured from the date of the apprenticeship program is registered with the New York State Department of Labor, plus the specific trade’s program length, plus two years.

D. The contractor shall submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and shall provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from its apprenticeship program.

E. If a contractor utilizes a subcontractor on the project, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor’s sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. The contractor shall submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to a subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying the signatory status.

**SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
CONSTRUCTION SAFETY AND HEALTH COURSE**

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least Two Hundred Fifty Thousand Dollars (\$250,000), shall require that all laborers, workers and mechanics employed in the performance of the work on the public work site either by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that MBE's and WBE's are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBE's and WBE's and utilizing minority and women labor in the performance of this contract.

29.3 In an effort to assist contractors with compliance, attached you will find the following: Article SC19 - Affirmative Action Plan and Department of Affirmative Action Compliance forms.

SECTION 30: NOT USED

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB/RFP/RFQ, and/or the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB/RFP/RFQ, and 3) the contractor's proposal or bid.

SECTION 32: NON-APPROPRIATIONS CLAUSE

32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriates were received without penalty or

expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have the appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/proposer hereby represents that said contractor/proposer is in compliance with NYS 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 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 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.

33.2 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 NYS Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to section 103 of the NYS General Municipal Law.

33.3 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)."

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

33.4 Except as otherwise specifically provided herein, and 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 county 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:

- 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 County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

Part A. General Contracts. [TO BE USED WITH ALL BIDS AND CONTRACTS FOR PROJECTS, SERVICES AND PURCHASES POTENTIALLY AFFECTING SURFACE WATER QUALITY]

Bidder/Proposer understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-24-001), and must comply with the terms and conditions of the aforementioned Permit. Bidder/Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards.

Bidder/Proposer agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-24-001) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder/Proposer also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder/Proposer's own liability. Bidder/Proposer shall execute and deliver to the County a certification statement acknowledging the above provisions (see Sheet MS4-1).

SECTION 35: INSPECTION

This project will be inspected on a regular daily basis following procedures and standards similar to that enforced by New York State Department of Transportation (NYSDOT). Contractor will be held to the same standards for construction and materials as that required by NYSDOT.

BID FORM

Project Identification

Project Number: 23-C583 (BID # 2024-127)
Letting (Bid Date): October 24, 2024
Title: CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

This bid is submitted to:

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the County of Albany in the form included in the contract documents to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the deposition of bid security. This bid will remain open for 90 days after the day of bid opening. Bidder will sign the Agreement and submit the contract security and other documents required by the contract documents within 15 days after the date of owner's Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in this Agreement, that:
 - (a) Bidder has examined copies of all the contract documents and of the following Addenda:
(If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) Bidder has examined the site locality where the work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as bidder deems necessary;
- (c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or over the County of Albany.

- 4. Not Used.
- 5. The bidder further understands and agrees that he is to furnish and provide for the price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount referred to as the lump sum bid.
- 6. Not Used.
- 7. The bidder further agrees that at any time during the progress of the work the County adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with Article II of the General Conditions.
- 8. Bidder agrees that the work will be substantially completed within the number of calendar days or by the specific date indicated in the Agreement.
- 9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
- 10. The following documents are attached to and made a condition of this bid:
 - a) Required bid security in the form of Bid Bond (Pages BB-1 thru BB-4), or a certified check and a letter from a bonding company indicating their intent to furnish the bonds required under the contract (Offer of Surety pages OS-1).
 - b) Certified copy of Resolution of Board of Directors (if bidder is a corporation) (Page CCR-1).
 - c) Non-Collusion Form (Page NC-1 & NC-2).
 - d) Non-Interruption of Work Agreement (NWA-1).

- e) Apprenticeship Training Program– required documentation as per Section 27 of the General Instructions to Bidders.
- f) Stormwater Discharges for Small Municipal Separate Storm Sewer Systems (MS4) Certification (Page MS4-1)
- g) Iranian Energy Divestment Certification (Page IEDC-1)
- h) Bidder Qualification Questionnaire (Pages BQQ-1 thru BQQ-3).
- i) Vendor Responsibility Questionnaire (Pages VRQ-1 to VRQ-4)
- j) Acknowledgment by Bidder (Page AB-1).
- k) Schedule of MBE/WBE participation (Pages MBE-1 & MBE-2).

11. Communications concerning this bid shall be addressed to:

Name: _____
Company: _____
Address: _____

Phone No: _____

12. Terms used in this bid have the meanings assigned to them in the General Conditions and the Supplementary Conditions.

BID IDENTIFICATION:

Project Number: 23-C583 (BID # 2024-127)
CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

Company

Address

City, State, Zip

Telephone

Fax

Federal Tax ID No.

Representative

Signature/Title

Date

Bidder will complete the work for the LUMP SUM PRICE of:
(see schedule of values for fixed price items (01370-1 through 01370-4) to be included in lump
sum price.):

_____ Dollars (\$ _____)

SUBMITTED ON _____, 2024

Firm: _____

By: _____
(Signature)

_____ (Typed)
Title: _____

NOTICE OF JOB VACANCIES

1. The contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The contractor is encouraged to notify the County when the contractor has or is about to have a job opening for a full time position within Albany County or any other contiguous County. The County requests that notice be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).
3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Dept. of Social Services
162 Washington Avenue
Albany, New York 12110
(518) 447-7613
(518) 447-7678 fax

4. The contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
201.06	CLEARING AND GRUBBING	1	LS	_____	Dollars	\$ _____.	\$ _____.
					Cents		
202.19	REMOVAL OF SUBSTRUCTURES	395	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	673	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
203.03	EMBANKMENT IN PLACE	350	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
203.21	SELECT STRUCTURE FILL	481	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
206.01	STRUCTURE EXCAVATION	1693	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
206.0201	TRENCH AND CULVERT EXCAVATION	134	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	160	SY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
209.13	SILT FENCE-TEMPORARY	809	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
209.1501	TURBIDITY CURTAIN - TEMPORARY	273	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
304.12	SUBBASE COURSE, TYPE 2	500	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
404.018901	TRUING & LEVELING F9, WMA, 80 SERIES COMPACTION	30	TON	_____	Dollars	\$ _____.	\$ _____.
					Cents		
404.128301	12.5 F3 TOP COURSE WMA, 80 SERIES COMPACTION	110	TON	_____	Dollars	\$ _____.	\$ _____.
					Cents		
404.198901	19 F9 BINDER COURSE WMA, 80 SERIES COMPACTION	184	TON	_____	Dollars	\$ _____.	\$ _____.
					Cents		
404.378901	37.5 F9 BASE COURSE WMA, 80 SERIES COMPACTION	294	TON	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Page Total \$ _____

Carry Forward \$ _____

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
407.0103	STRAIGHT TACK COAT	179	GAL	_____	Dollars	\$ _____.	\$ _____.
					Cents		
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	461	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
551.111400TZ	STEEL PIPE PILES - NPS 14"	1932	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
551.13	FURNISHING EQUIPMENT FOR DRIVING PILES	1	LS	_____	Dollars	\$ _____.	\$ _____.
					Cents		
551.14	DYNAMIC PILE TESTING	2	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
553.010001	COFFERDAMS (TYPE 1)	1	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
553.010002	COFFERDAMS (TYPE 1)	1	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	1	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
555.08	FOOTING CONCRETE, CLASS HP	120	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
555.09	CONCRETE FOR STRUCTURES, CLASS HP	50	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	14858	LB	_____	Dollars	\$ _____.	\$ _____.
					Cents		
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	2783	LB	_____	Dollars	\$ _____.	\$ _____.
					Cents		
559.02	PROTECTIVE SEALING OF NEW STRUCTURAL CONCRETE	223	SF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
562.0101	REINFORCED CONCRETE SPAN UNITS	153	SY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	86	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
568.70	TRANSITION BRIDGE RAILING	128	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
595.5000018	SHEET-APPLIED WATERPROOFING MEMBRANE	2790	SF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
606.10	BOX BEAM GUIDE RAILING	192	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	4	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
606.73000015	REMOVE AND DISPOSE OF BOX BEAM GUIDE RAIL AND MEDIANBARRIER AND STORE POSTS	416	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	33	TON	_____	Dollars	\$ _____.	\$ _____.
					Cents		
610.1605	TURF ESTABLISHMENT PERFORMANCE	975	SY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
613.04000001	STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS	66	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	1	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
615.01010108	MATERIAL FOR STREAM BED ESTABLISHMENT	66	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS	_____	Dollars	\$ _____.	\$ _____.
					Cents		
619.04	TYPE III CONSTRUCTION BARRICADE	14	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)	52	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
620.05	STONE FILLING (HEAVY)	380	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		
620.0801	BEDDING MATERIAL, TYPE 1	65	CY	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
625.01	SURVEY OPERATIONS	1	LS	_____	Dollars	\$ _____.	\$ _____.
					Cents		
627.50140008	CUTTING PAVEMENT	63	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	6	MNTH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
640.10	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	798	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		
640.11	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	798	LF	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS	6	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
646.32	STEEL POST, 2.0 LB/FT	4	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
697.03	FIELD CHANGE PAYMENT	75600	DC	<u>FIXED PRICE SPECIFICATION</u>	Dollars	\$ 1.00	\$ 75,600.00
					Cents		
698.04	ASPHALT PRICE ADJUSTMENT	1300	DC	<u>FIXED PRICE SPECIFICATION</u>	Dollars	\$ 1.00	\$ 1,300.00
					Cents		
698.05	FUEL PRICE ADJUSTMENT	900	DC	<u>FIXED PRICE SPECIFICATION</u>	Dollars	\$ 1.00	\$ 900.00
					Cents		
698.06	STEEL/IRON PRICE ADJUSTMENT	100	DC	<u>FIXED PRICE SPECIFICATION</u>	Dollars	\$ 1.00	\$ 100.00
					Cents		
SUBTOTAL BASE BID						\$ _____	\$ _____
					Dollars		
					Cents		

Page Total \$ _____

Carry Forward \$ _____

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
699.040001	MOBILIZATION SHALL BE INCLUDED IN VARIOUS ITEMS IN THE CONTRACT		NEC	ZERO	Dollars	\$ <u>0.0</u>	\$ <u>0.0</u>
					Cents		
TOTAL BASE BID					Dollars	\$ _____.	\$ _____.
					Cents		

SUBMITTED ON _____, 2024

Firm: _____

By: _____
 (Signature)

 (Printed)

Title: _____

Page Total \$ _____

Carry Forward \$ _____

OFFER OF SURETY

(To be submitted only when bid is accompanied by a certified check for guarantee.)

In the event the bid for: Project Number: 23-C583 (BID # 2024-127)
Letting (Bid Date): October 24, 2024
CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

is accepted and the undersigned is awarded the contract for the work, the undersigned bidder offers as surety for the Faithful Performance Bond and the Labor and Material Bond, the following surety company:

_____ (name of surety)
Date: _____ Firm: (bidder) _____
By: _____ (signature)
_____ (printed)

CERTIFICATE OF SURETY

(To be signed by a duly authorized official, agent or attorney of the surety company only when bid is accompanied by a certified check for guarantee.)

In the event the bid for: Project Number: 23-C583 (BID # 2024-127)
Letting (Bid Date): October 24, 2024
CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

is accepted and the contract for the work is awarded to said bidder:

_____ (name of bidder)
The undersigned surety will execute the required Faithful Performance Bond and Labor and Material Bond as hereinbefore provided.
Date: _____ Surety: _____
By: _____ (signature)
_____ (printed)

BID BOND

(To be submitted, at the option of the bidder, in lieu of certified check for guarantee.)

KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the "principal")

_____ (name of contractor)

_____ (address)

and _____ (name of surety)

of _____ (address)

(hereinafter called the "surety") are held and firmly bound unto the County of Albany (hereinafter called the "owner") in the full and just sum of:

_____ Dollars (\$ _____ . _____)

good and lawful money of the United State of American, to the payment of which said sum of money, well and truly to be made and one, the said principal binds himself, his heirs, executors, administrators, successors or assignees and the said surety binds itself, its successors and assignees, jointly and severally, firmly by these presents.

Whereas said principal has submitted to the County of Albany a certain bid, attached hereto and hereby made a part hereof to enter into an agreement for Project No. 23-C583, CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project (hereinafter called the "project").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT

- a) If said bid shall be rejected, or
- b) If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created of said bid, or
- c) In the event of the failure of the principal to enter such contract and give such bonds, if the principal shall pay to the owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the total amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time

within which the owner may accept such bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, we have executed this bond the ____ day of _____, 2024.

PRINCIPAL(s): _____ (L.S.)

(Printed Name)

(L.S.)

(Printed Name)

(L.S.)

(Corporate Seal)

(Printed Name)

(L.S.)

(Printed Name)

SURETY:

(Printed Name of Surety)

(Corporate Seal)

(Address of Surety)

By: _____

(Printed Name of Attorney-in-Fact)

NOTE: The surety company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of New York.

Acknowledgment by Principal:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in and
who executed the within instrument, and he (or they severally) acknowledged to me that he (or
they) executed the same.

Notary Public, State of _____
Qualified in _____
My commission expires _____

If Corporation:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known, who, being by me sworn, did say that he resides at (give
address) _____;
that he is the (give title) _____ of the (name of corporation)
_____, the corporation described in and which executed
the above instrument; that he knows the seal of the corporation; that the seal affixed to the
instrument is such corporate seal; that it was so affixed by order of the board of directors of the
corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
My commission expires _____

Acknowledgment by Surety Company:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in and who
executed the within instrument, and he (or they severally) acknowledged to me that he (or they)
executed the same.

Notary Public, State of _____

Qualified in _____

My commission expires _____

If Corporation:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known, who, being by me sworn, did say that he resides at (give
address) _____;
that he is the (give title) _____ of the (name of corporation)
_____, the corporation described in and which executed the
above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument
is such corporate seal; that it was so affixed by order of the board of directors of the corporation,
and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

My commission expires _____

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Must be submitted if bidder is a corporation)

_____ (name of corporation)

"RESOLVED that _____, _____ to
(person authorized to sign) (title)

_____ be authorized to sign and submit the bid of this corporation
(name of corporation)

for the following project: Project No. 23-C583 (BID # 2024-127)
CR2 (Cole Hill Road) over Fox Creek bridge replacement project

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

The foregoing is a true and correct copy of the resolution adopted by _____
(name of corporation)

_____ at a meeting of its Board of Directors held on the _____ day
of _____, 2024.

By: _____
(signature)

(typed)

(Seal)

Title: _____

Date: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid for Project No. 23-C583 (BID # 2024-127)
CR2 (Cole Hill Road) over Fox Creek Bridge Replacement
Project

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder 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.

A bid shall not be considered for award, nor shall any award be made where 1, 2 and 3 above, have not been complied with, provided, however, that 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 thereof. Where 1, 2 and 3 above have not been complied with, the bid shall not be considered for any award, nor shall any award be made, unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder a) has published price lists, rates or tariffs covering items being procured, b) has informed prospective customer 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 above.

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 to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph above, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

Firm: _____

By: _____

(signature)

(typed)

Title: _____

Date: _____

NON-INTERRUPTION OF WORK AGREEMENT

By submission of this bid for Project No. 23-C583 (BID # 2024-127)
CR2 (Cole Hill Road) over Fox Creek Bridge Replacement
Project

the bidder agrees that if this bid is accepted, he will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(signature)

(typed)

Title: _____

Date: _____

ATTACHMENT "A"

SHEET MS4-1: BIDDER/PROPOSER CERTIFICATION STATEMENT(TO BE USED WITH SECTION 34 PART A – GENERAL CONTRACTS)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A bid/proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the purchasing unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Firm: _____

By: _____
(signature)

(typed)

Title: _____

Date: _____

BIDDERS QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink.)

- 1. How many years has your firm been in business? _____ years
- 2. What has been the dollar volume of your firm's business for each of the past three years?
Year: _____ \$ _____ Year: _____ \$ _____ Year: _____ \$ _____

- 3. List up to five projects of this nature (bridge rehabilitation) that you have completed in the last three years, and give the name, address and telephone number of a reference from each. Also, give the completion date, the original contract bid price, the completed cost and a brief description of each project listed. Submit additional sheets if necessary.

- 4. List all the projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract. Submit additional sheets if necessary.

- 5. Has your firm ever failed to complete work awarded to it? If so, state where and why.

- 6. Is your firm presently, or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same? If so, give details.

7. Has your firm received two final determinations within any consecutive six year period, the second final determination occurring within the past five years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with Article 8 of the Labor Law? If so, give details.

8. Do you plan to sublet any part of this work? If so, give details (description of work, dollar value, name of subcontractor).

9. What equipment do you own that is available for this work? Be specific.

10. What equipment do you plan to rent or purchase for this work? Be specific.

11. Have you ever performed work under the direction of a professional engineer or registered architect? If so, list up to three such firms, giving the name of the firm, its address, telephone number and the name of the project (list most recent projects).

12. Give the name, address and telephone number of an individual who represents each of the following, and whom the owner may contact to investigate your financial responsibility: a surety, a bank and a major material supplier.

13. Give a summary of your financial statement. List assets and liabilities (submit additional sheets, if necessary).

14. State the true, exact correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

a) Correct name of bidder: _____

b) The business is a _____

c) The address of principal place is: _____

d) The names and titles of the corporate officers, partners or individuals doing business under a trade name, are as follows:

Firm: _____

By: _____
(signature)

(typed)

Title: _____

Date: _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NO.	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NO.	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST YEAR HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	

16.	<p>WITHIN THE PAST FIVE YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. Yes No

21. IN THE PAST FIVE YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : Yes No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Acknowledgment by Bidder:

If Individual or Individuals:

State of _____

County of _____

On this ____ day of _____, 2024, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in
and who executed the within instrument, and he (or they severally) acknowledged to me that he
(or they) executed the same.

Notary Public, State of _____

Qualified in _____

My commission expires _____

If Corporation:

State of _____

County of _____

On this ____ day of _____, 2024, before me personally appeared _____
_____ to me known, who, being by me sworn, did say the he resides at (give
address) _____;
that he is the (give title) _____ of the (name of corporation) _____
_____, the corporation described in and which executed the above
instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of the corporation,
and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

My commission expires _____

If Partnership:

State of _____

County of _____

On the ____ day of _____, 2024, before me personally came _____
_____, to me known to be the individual who executed the foregoing, and
who, being duly sworn, did depose and say that he/she is a partner of the firm _____
_____ and that he/she has the authority to sign the same, and
acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

My commission expires _____

SCHEDULE OF MBE/WBE PARTICIPATION

PROJECT IDENTIFICATION

BIDDER:

Project No. 23-C583 (BID # 2024-127)
Title: CR2 (Cole Hill Road) over Fox
Creek Bridge Replacement Project

Name: _____
Address: _____

Total Bid Amount: \$ _____ Fed. Emp. ID #: _____
Telephone No. _____

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Bidder is an approved _____ MBE, _____ WBE, _____ majority firm as described in Article SC-19, Affirmative Action Plan of the Supplementary Conditions of the Project Manual (check appropriate category).

MBE/WBE participation is broken down into joint ventures with bidder, subcontracting construction, trucking or services, and materials or supplies. Joint ventures between the prime bidder and MBE/WBE firms are shown below. Other MBE/WBE participation is shown on next page.

JOINT VENTURES WITH BIDDER (check one of the following)

_____ No MBE/WBE joint ventures with bidder on this contract.

_____ Bidder is joint venturing with the following firms(s):
(attach copy of joint venture agreements to this form)

Name: _____	Telephone: _____
Address: _____	Contact Person: _____
_____	Fed. Emp. ID #: _____
_____	Approved _____ MBE _____ WBE
	_____ Majority Firm

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

OTHER MBE/WBE PARTICIPATION:

Complete each section below where appropriate showing all MBE/WBE participation other than joint ventures. Enter the type of participation for each MBE/WBE as one of the following:

- SC - Subcontract Construction
- TS - Trucking or Services
- MS - Source of Materials or Supplies

SCHEDULE OF MBE/WBE PARTICIPATION (con't)

Show the actual amount to be paid to the MBE/WBE, not the contract item bid price.

<u>MBE Firm Name</u>	<u>Work Description</u>	<u>Type Participation</u>	<u>Amount</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Subtotal	\$ _____
		MBE Share of Joint Venture	\$ _____
		TOTAL MBE PARTICIPATION	\$ _____

<u>WBE Firm Name</u>	<u>Work Description</u>	<u>Type Participation</u>	<u>Amount</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Subtotal	\$ _____
		MBE Share of Joint Venture	\$ _____
		TOTAL MBE PARTICIPATION	\$ _____

IMPORTANT:

If the TOTAL MBE PARTICIPATION and/or the TOTAL WBE PARTICIPATION is less than the goal amounts, bidder must attach documentation demonstrating good faith efforts to retain MBE's/WBE's. Such documentation shall include: 1) name of MBE/WBE firm, 2) individual contacted, 3) description of work to be done, 4) quotation or proposal received (if any), 5) description of follow-up actions, and 6) explanation of reason(s) why the firm will not be used, for all MBE's/WBE's solicited for participation in this project.

Firm: _____ By: _____
 (Signature)
 Date: _____
 (Typed)
 Title: _____

**AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND _____
FOR CR2 (Cole Hill Road) over Fox Creek
Bridge Replacement PROJECT
FOR THE ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
PURSUANT TO RESOLUTION NO. ____ for 2024, ADOPTED _____, 2024**

This Agreement is made by and between the County of Albany (hereinafter called the “County” or the “Owner”), a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal office and place of business located at the Albany County Office Building, 112 State Street, Albany, NY 12207, and _____, a corporation, with a principal office and place of business located at _____ (hereinafter called the “Contractor”).

WHEREAS, the County has issued a request for bids for CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project (hereinafter called the “project”), said project to be administered by the Albany County Department of Public Works (hereinafter called “DPW”) and said Request for Bids having been denominated Bid #2024-127, and having been published by the Albany County Purchasing Department on October 3, 2024, (hereinafter called the “RFB”); and

WHEREAS, the Contractor has submitted a bid dated October 24, 2024, providing for the aforesaid highway construction services (hereinafter called the “Bid”); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid highway construction services for DPW; and

WHEREAS, the County Legislature has authorized the County Executive to enter into this Agreement by Resolution No. _____ for 2024, adopted _____, 2024; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW THEREFORE documents consist of the following: this Agreement; the RFB, which is THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement, the RFB, including the Project Manual and the Plans, which is incorporated by reference and made a part hereof; the Bonds (i.e.: the Performance Bond and the Labor and Materials Bond) which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called “the Agreement” hereinafter).
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Performance Bond, and 4) the Labor and Materials Bond; 5) the Bid.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall: a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of the project generally identified as:

CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

(hereinafter called the “project”), in accordance with the provisions contained in the RFB, including, but not limited to, the General Conditions and the Supplementary Conditions contained therein; and

b) do everything required by, as specified in or as indicated in the contract documents.

The work includes removing the existing box culverts, partial demolition of existing footing mat, adjusting the existing stream profile, restore existing ditch line, performing stream reconstruction, installing concrete footings on open ended pipe piles, installing a precast three-sided concrete structure with cast-in-place concrete footings and wingwalls, and roadway reconstruction within the project limits.

The project is also referred to by DPW as Project No. 23-C583. The project has been designed by Creighton Manning Engineering, LLP, 2 Winners Circle, Albany, NY 12205, Telephone number (518) 446-0396 (hereinafter called the “engineer”) who has or assume all duties, responsibilities, rights and authority assigned to the engineer in the contract documents.

While providing any of the services described above at/on the project site, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor’s executive orders and the Empire State Development Corporation’s guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County’s Local Emergency Order re Covid-19 and all supplements/renewals to said order.

ARTICLE 3. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to enter into this Agreement, the Contractor makes the following representations:

- 3.1 Contractor has familiarized himself with the nature and extent of the contract documents, work, and locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 3.2 Contractor has studied carefully, all reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by the engineer in the preparation of the drawings and specifications and which have been identified in the Supplementary Conditions set forth in the RFB.
- 3.3 In addition to those referred to in paragraph 3.2, *supra*, contractor has made, or caused to be made, examinations, investigations and tests and studies of such reports and related data

that are necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are, or will be required by Contractor for such purposes.

- 3.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.
- 3.5 Contractor has given the engineer written notice of all conflicts, errors or discrepancies that the contractor has discovered in the contract documents and the written resolution thereof by the engineer is acceptable to Contractor.

ARTICLE 4. TERM OF CONTRACT; LIQUIDATED DAMAGES

- 4.1 Contractor shall substantially complete the work on or before August 31, 2025 and a maximum of 12 work weeks after mobilization. Contractor shall complete and be ready for final payment in accordance with paragraph 14.13 of the General Conditions set forth in the RFB on or before September 30, 2025.
- 4.2 Liquidated Damages: The County and the Contractor recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the work is not substantially complete within the time specified in paragraph 4.1 above, plus extensions thereof (if any) allowed in accordance with Article 12 of the General Conditions set forth in the RFB. The County and the Contractor recognize the delays, expenses and difficulties involved in initiating a legal or arbitration proceeding to recover the actual losses suffered by the County if the work is not substantially complete on time. Accordingly, the County and the Contractor agree that as liquidated damages (but not as a penalty) for any unauthorized delay, the Contractor shall pay the County FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) for each day that expires after the time specified in paragraph 4.1 for substantial completion until the work is substantially complete, plus reimburse County for all additional engineering and inspection expenses incurred by the County as a result of such delay.

ARTICLE 5. FEES; PAYMENT SCHEDULE

- 5.1 For completion of the project in accordance with the contract documents, the County agrees to pay, and the Contractor agrees to accept, the sum of _____ AND 00/100 DOLLARS (\$ _____). More specifically, the Contractor agrees to accept the lump sum set forth in its bid as full compensation, including any additions or deductions to the amount cited herein, caused by variation in quantities due to more accurate measurement or due to actual field conditions.
- 5.2 Not Used.
- 5.3 The Contractor further agrees that at any time during the progress of work, extra work or force account work is required; the Contractor shall so perform such work and accept compensation from the County, in accordance with Article 11 of the General Conditions set forth in the RFB.

- 5.4 An application for payment shall be made on a monthly basis upon the Contractor's submission of an Albany County Claim Form, as well as any other required documentation, to the Commissioner of the DPW. All Applications for Payment shall be submitted in accordance with Article 14 of the General Conditions as modified by the Supplementary Conditions set forth in the RFB. Applications for Payment will be initially processed by the engineer, in accordance with the General and/or Supplementary Conditions. Upon approval by the engineer and DPW's satisfaction with the services presented for payment, and upon the Commissioner of DPW's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.
- 5.5 Progress Payments: The County shall make progress payments on account of the contract price on the basis of the Contractor's Application for Payment as recommended by the engineer and DPW, during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions and as further described in the General Requirements set forth in the RFB. No monthly progress payment will be rendered unless the value of the work done during that month equals or exceeds 5% of the contract price, or \$1000.00, whichever is the lesser.
- 5.6 Prior to substantial completion, progress payments for work satisfactorily performed will be in an amount equal to:
- The percentage of work completed for each item, computed as per the completed schedule of values, plus
- 100% of the invoiced price of materials and equipment in short and/or critical supply or specifically fabricated for the project, not incorporated in the work, but delivered and suitably stored, less retainage of 5% (until substantial completion), less all previous billings.
- 5.7 Upon approval in accordance with the provisions of this Article, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against contractor that have not been suitable discharged. Any claims, liens and judgments referred to in this paragraph shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.
- 5.8 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in the General Requirements set forth in the RFB and which previously have been approved by County for such payment.
- 5.9 Upon substantial completion, retainage may be reduced to 2% of contract price, or to an amount equal to two times the value of any uncompleted or disputed work as determined by the engineer in accordance with paragraph 14.7 of the General Conditions set forth in the RFB, whichever is greater. Retainage will not be reduced to 2% until after Contractor, plus all his subcontractors and material suppliers submit full-executed copies of both an Affidavit of Payment of Debts and Claims and an Affidavit of Release of Liens.

- 5.10 Semifinal Payment: Upon final completion and acceptance of the work in accordance with paragraph 14.13 of the General Conditions as modified by the Supplementary Conditions set forth in the RFB, County shall pay the remainder of the final contract price, less the 2% retainage being held as warranty and guarantee security as provided in Article 12, *infra*, as recommended by the engineer as provided in said paragraph 14.13.
- 5.11 Final Payment: Upon completion of the one year warranty and guarantee period, the County shall pay the remainder of the final contract price, less any expenses the County may have incurred in correcting any defective work not corrected by the Contractor.
- 5.12 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative, shall remain uncomplished with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction aforesaid has been full and satisfactorily complied with.

ARTICLE 6. PAYMENT BY OWNER TO CONTRACTOR

- 6.1 Upon approval, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.
- 6.2 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in General Requirements in the RFB and which previously have been approved by owner for such payment.
- 6.3 Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

ARTICLE 7. PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

- 7.1 In accordance with Section 106-b of the N.Y. General Municipal Law, within 15 days of the receipt of any payment from the County, the Contractor shall pay each of his subcontractors and material suppliers, the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or material supplier and reflecting the percentage of the subcontractor's work completed or the material supplier's material supplied in the requisition approved by the County and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or material supplier which have not been suitable discharged and less any retained amount as hereafter described. The Contractor shall retain not more than 5% of each payment to the subcontractor and/or material supplier, except that the Contractor may retain in excess of 5%, but not more than 10% of each payment to the subcontractor provided that prior to entering into a subcontract with the Contractor, subcontractor was unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the subcontract at the request of the Contractor. However, the Contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or material supplier

from the County's payments to the Contractor for the remaining amounts of contract price as provided in Article 5, *supra*.

- 7.2 If the Contractor has failed to submit a requisition for payment of the remaining amounts of contract price within 90 days of substantial completion as provided in Article 4, *supra*, then any clause in the subcontract between the Contractor and subcontractor or material supplier which states that payment by Contractor to such subcontractor or material supplier is contingent upon payment by County to the Contractor shall be deemed invalid.
- 7.3 Within 15 days of receipt of payments from the Contractor, subcontractor and/or material supplier shall pay each of their subcontractors and material suppliers in the same manner as the Contractor has paid the subcontractor.
- 7.4 Nothing provided herein shall create any obligation on the part of County to pay or to see to the payment of any moneys to any subcontractor or material supplier from any contractor, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or material supplier and the County.

ARTICLE 8. HOURS AND WAGES

- 8.1 In accordance with Section 220 of the N.Y. Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the project contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency including fire, flood or danger to life or property. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages, may be made up during that week and/or the succeeding three (3) weeks.
- 8.2 Statements Showing Amounts Due for Wages and Supplements to be Filed Before Final Payment: In accordance with Section 220-a of the Labor Law, before final payment by or on behalf of County for any sum or sums due on account of this contract, the Contractor and each and every subcontractor of the contractor or a subcontractor, shall file a statement in writing in form satisfactory to the Albany County Comptroller certifying to the amounts then due and owing from the contractor or subcontractor filing said statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon this project, setting forth therein the names of the persons whose wages and/or supplements are unpaid and the amount due to each or on behalf of each, respectfully. Said statement shall be verified by the oath of the Contractor or subcontractor, as the case may be, that he has read said statement subscribed by him and knows the content thereof, and that the same is true of his knowledge.

ARTICLE 9. INSURANCE

- 9.1 The Contractor agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule "A," attached hereto and made a part hereof, and/or the kinds and in the amounts provided in the General and Supplementary Conditions set forth in the RFB, whichever kinds are more comprehensive and whichever amounts are higher. Before commencing, the Contractor shall furnish to the County insurance certificates showing that the requirements of this Article have been met. The insurance certificates shall provide that the policies shall not be changed or canceled until 30 days prior written notice has been given to the County. The County of Albany shall be named as an additional insured on the insurance certificates. Additionally, said policies shall be automatically renewed upon expiration and continued in force unless the County and the Contractor are given 60 days written notice to the contrary.
- 9.2 No work shall be commenced under this Agreement until the contractor has delivered to the County a certificate or certificates of insurance showing proof of the issuance of all policies necessitated by this Agreement. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated.
- 9.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor making or performing said Agreement shall compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and this Agreement.
- 9.4 In addition to the insurance requirements described in Paragraphs 9.1 through 9.3, The Contractor shall provide the County with a Performance Bond and a Labor and Materials Bond for the project each in the amount bid by the Contractor.

ARTICLE 10. DEFINED TERMS

Terms used in this Agreement have the meanings assigned to them in the General Conditions and the Supplementary Conditions set forth in the RFB.

ARTICLE 11. PREVENTION OF DUST HAZARD

Wherein a harmful dust hazard is created by or through the construction of this project, this Agreement shall be void as required by Section 222-a of the N.Y. Labor Law, unless the contractor shall install, maintain and effectively operate such appliances and methods for the elimination of harmful dust as have been approved by the New York State Department of Labor, Board of Standards and Appeals.

ARTICLE 12. WARRANTY AND GUARANTEE

A retainage of 2% of final contract price will be held by the County as security for prompt correction of any defective work found during the one year correction period as outlined in Article 13 of the General Conditions set forth in the RFB.

ARTICLE 13. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 14. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the contractor so that work may proceed expeditiously and economically.

ARTICLE 15. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 16. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Contractor hereby represents that said contractor is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [D] for 1993, in that said contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [D] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 17. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 18. ASSIGNMENTS

The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the previous consent in writing of the County.

ARTICLE 19. RELATIONSHIP

The Contractor is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and representative of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 20. INDEMNIFICATION

- 20.1 The Contractor shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the contractor, its subcontractors, agents or employees, in the performance of this Agreement. The Contractor agrees to protect, defend, indemnify, and hold the County and its employees free and harmless from and against any and all losses, claims, liens and demands made or asserted by third parties (including the amount of any judgments, penalties, interest, attorney's fees, court costs and legal fees incurred by the County) for personal injuries, death or damage to property, to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor agrees to investigate, handle, respond to and defend any such claims, demands, or suits, at the Contractor's sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.
- 20.2 In any case in which the indemnification established herein would violate Section 5-322.1 of the N.Y. General Obligations Law, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of County employees.
- 20.3 Nothing in this Article, the RFB or this Agreement shall create or give to third parties any claim, right, or action against the Contractor or the County beyond such as may legally exist, irrespective of this Article, the RFB or this Agreement.
- 20.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its employees and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of or resulting from, the performance of work, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or damage or injury to, or destruction of, tangible property, including the loss of use resulting therefrom, or (ii) is caused in whole or in part by, any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or acting as an agent of the Contractor or any subcontractor, or anyone for whom any of them may be liable for their actions, regardless of whether or not such damage or injury is caused in part by a party indemnified hereunder.

ARTICLE 21. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 22. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County and the New York State Comptroller for a period of six years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE 23. GOVERNING LAWS

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 24. REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 25. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the covenants and agreements hereunder or any of them and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement, and the contract documents set forth in Article 1 and incorporated by reference, constitute the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 27. MODIFICATION

No modification, amendment or change order pertaining to this Agreement or consent to the waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against who such modification, amendment, change order or waiver is asserted.

ARTICLE 28. APPRENTICESHIP TRAINING PROGRAMS

In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003, Resolution No. 251-a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the N.Y. Labor Law, contractors of County construction projects with an aggregate value (which shall mean the total cost all contracts of the project) in excess of \$250,000 or more shall have agreements providing appropriate apprenticeship training programs approved by the Commissioner of the New York State Department of Labor for the type and scope of work to be performed at the time of bid date and prior to entering into a contract with Albany County.

ARTICLE 29. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 30. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Agreement shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 31. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 32. HEADINGS --CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, to amend, or to affect the provisions hereof.

ARTICLE 33. MISCELLANEOUS PROVISIONS

- 33.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures contained in the RFB.
- 33.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County 30 days written notice in advance of such event.
- 33.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 33.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 33.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 33.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

CONTRACTOR

DATED: _____

BY: _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**SCHEDULE A
INSURANCE COVERAGE**

**SEE PAGES SC-6 THRU SC-11 OF THE RFB FOR GENERAL
LIABILITY INSURANCE REQUIREMENTS**

The Insurance Requirements described in the RFB, include, **but are NOT Limited to**, insurance as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance.
4. **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with New York Workers Compensation Law § 220(8).

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the “principal”)

(Name of Company)

(Address)

and _____

(Name of Surety)

of _____

(Address)

(hereinafter called the “surety”) are held and firmly bound unto the County of Albany (hereinafter called the “owner”) in the full and just sum of _____

00/100 Dollars (\$ _____)

good and lawful money of the United State of America, to the payment of which said sum of money, well and truly to be made and done, the said principal binds himself, his heirs, executors, administrators, successors or assignees and the said surety binds itself, its successors and assignees, jointly and severally, firmly by these presents.

Whereas, said principal has entered into a certain written contract bearing date on the ____ day of _____, 2024 with said owner for Project No. 23-C583 (Bid # 2024-127), CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project (hereinafter called the “project”), which contract is by reference made a part hereof, and is hereinafter referred to as the “contract”.

Now, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said principal shall well, truly and faithfully perform the work in accordance with the terms of the contract, and with the plans and specifications, and will commence and complete the work within the time prescribed in the contract, on his part to be kept and performed according to the terms and tenor of said contract, and shall protect the said owner against, and pay any excess of cost as provided in said contract, and all amounts, damages, costs, and judgments which may 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, direct or indirect, arising or growing out of the doing of said work, or from the negligence, nonfeasance, misfeasance or malfeasance of any officer, agent or employee of the owner thereof, or suffered or claimed on account of said project during the time thereof and until the final completion and acceptance of the work, or the manner of doing the same, or the neglect or the said principal, or his agents, or servants, or the improper performance of the said work by the said principal, or his agents, or servants, or from any other cause, then this obligation shall be null and void, otherwise to remain in full force and virtue.

The surety hereto agrees that in case the said contract is forfeited by the principal hereto in the manner provided in the contract and the principal fails to deposit to the credit of the owner, the excess cost of completing the work occasioned by the failure of the contractor, then and in that case, the surety will within ten days from the date of notice by the owner of the amount of such excess cost, deposit to the credit of said owner, such sum of money as the said owner certifies to

the surety as being the excess above the funds remaining available for this contract, free from all liens and encumbrances in the hands of the owner.

And the said surety hereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of the said contract or the plans or specifications accompanying the same, shall in any wise affect the obligations of said surety of his bond.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Agreement falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the owner named herein or the heirs, executors, administrators or successors of the owner.

In WITNESS WHEREOF, we have executed this bond the ____ day of _____, 2024.

PRINCIPAL(S):

_____(L.S.)

(Corporate Seal)

(Printed Name)

_____(L.S.)

(Printed Name)

_____(L.S.)

(Printed Name)

SURETY:

(printed name of surety)

(Corporate Seal)

By: _____

(Printed name of Attorney-in-fact)

NOTE: The surety company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of New York.

Acknowledgment by Principal:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____ 2024, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in
and who executed the within instrument, and he (or they severally) acknowledged to me that he
(or they) executed the same.

Notary Public, State of _____

Qualified in _____

My commission expires _____

If Corporation:

State of _____

County of _____

On this _____ day of _____ 2024, before me personally appeared _____
_____ to me known, who, being by me sworn, did say that he resides at
(give address) _____
_____ ; that he is the (give title) _____ of the
(name of corporation) _____, the
corporation described in and which executed the above instrument; that he knows the seal of the
corporation; that it was so affixed by order of the board of directors of the corporation, and that
he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

My commission expires _____

Acknowledgment by Surety Company:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____ 2024, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in
and who executed the within instrument, and he (or they severally) acknowledged to me that he
(or they) executed the same.

Notary Public, State of _____

Qualified in _____

My commission expires _____

If Corporation:

State of _____

County of _____

On this _____ day of _____ 2024, before me personally appeared _____
_____ to me known, who, being by me sworn, did say that he resides at
(give address) _____
_____ ; that he is the (give title) _____ of the (name of
corporation) _____, the
corporation described in and which executed the above instrument; that he knows the seal of the
corporation; that it was so affixed by order of the board of directors of the corporation, and that
he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

My commission expires _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the “principal”)

_____ (Name of Company)

_____ (Address)

and _____ (Name of Surety)

of _____ (Address)

(hereinafter called the “surety”) are held and firmly bound unto the County of Albany (hereinafter called the “owner”) in the full and just sum of _____ 00/100 Dollars (\$ _____) good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done, the said principal binds himself, his heirs, executors, administrators, successors or assignees and the said surety binds itself its successors and assignees, jointly and severally, firmly by these presents.

Whereas, said principal has entered into a certain written contract bearing date on the ____ day of _____, 2024 with said owner for Project No. 23-C583 (Bid # 2024-127), CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project (hereinafter called the “project”), which contract is by reference made a part hereof, and is hereinafter referred to as the “contract”.

Now, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall promptly pay all moneys due to all persons, firms, subcontractors and corporations furnishing labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract and any authorized extension or modification thereof, then this obligation shall be void, otherwise to remain in full force and effect;

Provided that the parties hereto agree that every person who has furnished labor or material, to the principal or to a subcontractor of the principal, in the prosecution of the work provided for in the contract and who has not been paid in full therefore before the expiration of a period of 90 days after the day on which the last of the labor was performed or material was furnished by him for which the claim is made, shall have the right to sue on such payment bond in his own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a subcontractor of the principal furnishing the payment bond but no contractual relationship express or implied with such principal shall not have a right of action upon the bond, unless he shall have given written notice to such principal with 120 days from the date on which the last of the labor was performed or the last of the material was furnished, for which his claim is made, stating the substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be serviced by delivering the same personally to the principal or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the principal at any place where he maintains an office or conducts his business or at his residence; provided, however, that where such notice is actually received by the principal by other means, such notice shall be deemed sufficient.

The expression "furnishes material" or other similar expression wherever used in this bond shall be deemed to include the reasonable rental value for the period of actual use of machinery, tools or equipment, and the value of compressed gases furnished for welding or cutting, and the value of fuel and lubricants consumed by machinery operating on the improvement, or by motor vehicles owned, operated or controlled by the principal or his subcontractors while engaged exclusively in the transportation of materials to or from the improvement for the purposes thereof.

The expression "moneys due to persons furnishing labor to the principal or his subcontractors" includes all sums payable to or on behalf of persons furnishing labor to the principal or his subcontractors, for wages, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay, life insurance or other benefits, payment of which is required pursuant to the labor law of by the contract in connection with which the bond is furnished or by a collective bargaining agreement between organized labor and the principal or subcontractor, and which are computed upon labor performed in the prosecution of the contract. A trustee or other person authorized to collect such payments shall have the right to sue on this bond in his own name and subject to the same conditions as if he were the person performing the labor upon which such sums are computed.

Further, provided, that the place of trial of any action on this bond shall be in Albany County, and not elsewhere.

In WITNESS WHEREOF, we have executed this bond the ____ day of _____, 2024.

PRINCIPAL (S):

(Corporate Seal) _____ (L.S.)
(Printed name) _____

(Printed name) _____

(Printed name) _____

(Printed name) _____

(Printed name) _____

SURETY:

(Corporate Seal) _____
(Printed name of SURETY)

(Address of Surety)

By: _____

(Printed name of Attorney-in-fact)

NOTE: The surety company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of New York.

Acknowledgment by Principal:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in
and who executed the within instrument, and he (or they severally) acknowledged to me that he
(or they) executed the same.

Notary Public, State of _____
Qualified in _____
My commission expires _____

If Corporation:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known, who, being by me sworn, did say that he resides at (give
address) _____;
that he is the (give title) _____ of the (name of corporation)
_____, the corporation described in and
which executed the above instrument; that he knows the seal of the corporation; that the seal
affixed to the instrument is such corporate seal; that it was so affixed by order of the board of
directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
My commission expires _____

Acknowledgment by Surety Company:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in
and who executed the within instrument, and he (or they severally) acknowledged to me that he
(or they) executed the same.

Notary Public, State of _____

Qualified in _____

My commission expires _____

If Corporation:

State of _____

County of _____

On this _____ day of _____, 2024, before me personally appeared _____
_____ to me known, who, being by me sworn, did say that he resides at (give
address) _____;
that he is the (give title) _____ of the (name of corporation)
_____, the corporation described in and
which executed the above instrument; that he knows the seal of the corporation; that the seal
affixed to the instrument is such corporate seal; that it was so affixed by order of the board of
directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

My commission expires _____

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

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

Prepared by
Engineers Joint Contract Documents Committee
and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1983 editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1983 edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12, 1983 edition) may be used.

©1983 National Society of Professional Engineers
2029 K Street N.W .. Washington. D.C.20006

American Consulting Engineers Council
1015 15th Street, N,W . Washington D.C 20005

American Society of Civil Engineers
345 East 47th Street. New York. NY 10017

Construction Specifications Institute
601 Madison St. Alexandria. VA 22314

TABLE OF CONTENTS OF GENERAL CONDITIONS

ARTICLE NUMBER	TITLE PAGE	
1	Definitions	7
2	Preliminary Matters	8
3	Contract Documents: Intent, Amending and Reuse	9
4	Availability of Lands; Physical Conditions; Construction Layout	10
5	Bonds and Insurance	11
6	CONTRACTOR's Responsibility	13
7	Other Work	17
8	OWNER's Responsibility	18
9	ENGINEER's Status During Construction	18
10	Changes in the Work	20
11	Change of Contract Price	21
12	Change of Contract Time	23
13	Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work	23
14	Payments to CONTRACTOR and Completion	23
15	Suspension of Work and Termination	28
16	ARBITRATION	29
17	MISCELLANEOUS	30

INDEX TO GENERAL CONDITIONS

Article or Paragraph Number	
Acceptance of Insurance.....	5.13
Access to the Work.....	13.2
Addenda – definition of (see definition of Specifications).....	1
Agreement-definition of.....	1
All Risk Insurance.....	5.6
Amendment, Written.....	1.3,1.1
Application for Payment-definition of.....	1
Application for, final.....	14.12
Application for Progress Payment.....	14.2
Application for Progress Payment–review of	14.4-14.7
Arbitration.....	16
Authorized Variation in Work.....	9.5
Availability of Lands.....	4.1
Award, Notice of -defined.....	1
Before Starting Construction.....	2.5-2.7
Bid-definition of.....	1
Bonds and Insurance-in general.....	5
Bonds-definition of.....	1
Bonds, delivery of.....	2.1, 5.1
Bonds, Performance and Other.....	5.1-5.2
Cash Allowances.....	11.8
Change Order-definition of.....	1
Change Orders-to be executed.....	10.4
Changes in the Work.....	10
Claims, Waiver of-on Final Payment.....	14.16
Clarifications and Interpretations.....	9.4
Cleaning.....	6.17
Completion.....	14
Completion, Substantial.....	14.8-14.9
Conference, Preconstruction.....	2.8
Conflict, Error, Discrepancy-Contractor To Report.....	2.5,3.3
Construction Machinery, Equipment etc.....	6.4
Continuing Work.....	6.29
Contract Documents-amending and supplementing.....	3.4-3.5
Contract Documents-definition of.....	1
Contract Documents-Intent.....	3.1-3.3
Contract Documents-Reuse of.....	3.6
Contract Price, Change of.....	11
Contract Price-definition.....	1
Contract Time, Change of.....	12
Contract Time Commencement of.....	2.3
Contract Time-definition of.....	1
Contractor-definition of.....	1
Contractor May Stop Work of Terminate.....	15.5
Contractor’s Continuing Obligation.....	14.15
Contractor’s Duty to Report Discrepancy In Documents.....	2.5, 3.2
Contractor’s Fee-Cost Plus.....	11.4,5,6 11.5.1, 11.6-11.7
Contractor’s Liability Insurance.....	5.3
Contractor’s Responsibilities-in general.....	6
Contractor’s Warranty of Title.....	14.3
Contractors-other.....	7
Contractual Liability Insurance.....	5.4
Coordinating Contractor-definition of.....	7.4
Coordination.....	7.4
Copies of Documents.....	2.2
Correction or Removal of Defective Work	13.11
Correction Period. One Year	13.12
Correction, Removal or Acceptance of Defective Work-in general	13.11-13.14
Cost-net decrease	11.6.2
Cost of Work	11.4-11.5
Costs, Supplemental	11.4.5
Day-definition of	1
Defective-definition of	1
Defective Work, Acceptance of	13.13
Defective Work, Correction or Removal of	13.11
Defective Work-in general	13, 14.7, 14.11
Defective Work, Rejecting	9.6
Definitions	1
Delivery of Bonds	2.1
Determination of Unit Prices	9.10
Disputes, Decisions by Engineer	9.11-9.12
Documents, Copies of	2.2
Documents, Record	6.19
Documents, Reuse	3.6
Drawings-definition of	1
Easements	4.1
Effective date of Agreement-definition of	1
Emergencies	6.22
Engineer-definition of	1
Engineer’s Decisions	9.10-9.12
Engineer’s-Notice Work is Acceptable	14.13
Engineer’s Recommendation of Payment	14.4, 14.13
Engineer’s Responsibilities, Limitations On	6.6, 9.11, 9.13-9.16
Engineer’s Status During Construction-in general	9
Equipment, Labor, Materials and	6.3-6.6
Equivalent Materials and Equipment	6.7
Explorations of physical conditions	4.2
Fee. Contractor’s-Cost Plus	11.6
Field Order-definition of	1
Field Order-issued by Engineer	3.5.1, 9.5
Final Application for Payment	14.12
Final Inspection	14.11
Final Payment and Acceptance	14.13
Final Payment, Recommendation of	14.13-14.14
General Provisions	17.3-17.4
General Requirements-definition of	1
General Requirements-principal References to	2.6, 4.4, 6.4, 6.6-6.7, 6.23
Giving Notice	17.1
Guarantee of Work-by Contractor	13.1

Indemnification	6.30-6.32, 7.5	Payments to Contractor-withholding	14.7
Inspection, Final	14.11	Performance and other bonds	5.1-5.2
Inspection, Tests and	13.3	Permits	6.13
Insurance, Bonds and –in general	5	Physical Conditions	4.2
Insurance, Certificates of	2.7, 5	Physical Conditions-Engineer’s review	4.2.4
Insurance-completed operations	5.3	Physical Conditions-existing structures	4.2.2
Insurance, Contractor’s Liability	5.3	Physical Conditions-explorations and reports	4.2.1
Insurance, Contractual Liability	5.4	Physical Conditions-possible document change	4.2.5
Insurance, Owner’s Liability	5.5	Physical Conditions-price and time adjustments	4.2.5
Insurance, Property	5.6-5.13	Physical Conditions-report of diffing	4.2.3
Insurance-Waiver of Rights	5.11	Physical Conditions-Underground Facilities	4.3
Intent of Contract Documents	3.3, 9.14	Preconstruction Conference	2.8
Interpretations and Clarifications	9.4	Preliminary Matters	2
Investigations of physical conditions	4.2	Premises, Use of	6.16-6.18
		Price, Change of Contract	11
Labor, Materials and Equipment	6.3-6.5	Price Contract-definition of	1
Laws and Regulations-definition of	1	Progress Payment, Applications for	14.2
Laws and Regulations-general	5.14	Progress Payment-retainage	14.2
Liability Insurance-Contractor’s	5.3	Progress schedule	2.6, 2.9, 6.6, 6.29, 15.2.6
Liability Insurance-Owner’s	5.5	Project-definition of	1
Liens-definitions of	14.2	Project Representation-provision for	9.3
Limitations on Engineer’s		Project Representative, Resident-definition of	1
Responsibilities	6.6, 9.11, 9.13-19.16	Project, Starting the	2.4
		Property Insurance	5.6-5.13
Materials and equipment-furnished by Contractor	6.3	Property Insurance-Partial Utilization	5.15
Materials and equipment-not		Property Insurance-Receipt and Application	
Incorporated in Work	14.2	of Proceeds.....	5.12-5.13
Materials or equipment-equivalent	6.7	Protection. Safety and	6.20-6.21
Miscellaneous Provisions	17	Punch List	14.11
Multi-prime contracts	7		
		Recommendation of Payment	14.4, 14.13
Notice, Giving of	17.1	Record Documents	6.19
Notice of Acceptability of Project	14.13	Reference Points	4.4
Notice of Award-definition of	1	Regulations, Laws and	6.14
Notice to Proceed-definition of	1	Rejecting <i>Defective Work</i>	9.6
Notice to Proceed-giving of	23	Related Work Site	7.1-7.3
		Remedies Not Exclusive	17.4
“Or Equal: Items	6.7	Removal or Correction of <i>Defective Work</i>	13.11
Other Contractors	7	Resident Project Representative –Definition of	1
Other work	7	Resident Project Representative –provision for	9.3
Overtime Work-prohibition of	6.3	Responsibilities, Engineer’s- in general	6
Owner-definition of	1	Responsibilities, Owner’s-in general	9
Owner May Correct <i>Defective Work</i>	13.14	Retainage	14.2
Owner May Stop Work	13.10	Reuse of Documents	3.5
Owner May Suspend Work. Terminate	15.1-15.4	Rights of Way	4.1
Owner’s Duty to Execute Change Orders	11.8	Royalties, Patent Fees and	6.12
Owner’s Liability Insurance	5.5		
Owner’s Representative-Engineer to serve as	9.1	Safety and Protection	6.20-6.21
Owner’s Responsibilities-in general	8	Samples	6.23-6.28
Owner’s Separate Representative at site	9.3	Schedule of progress	2.6, 2.8-2.9, 6.6, 6.29, 15.2.6
		Schedule of Shop Drawing	
Partial Utilization	14.10	submissions	2.6, 2.8-2.9, 6.23, 14.1
Partial Utilization-definition of	1	Schedule of Values	2.6, 2.8-2.9, 14.1
Partial Utilization-property Insurance	5.15	Schedules, Finalizing	2.9
Patent Fees and Royalties	6.12	Shop Drawings and Samples	6.23-6.28
Payments. Recommendation of	14.4-14.7, 14.13	Shop Drawings –definition of	1
Payments to Contractor-in general	14	Shop Drawings, use to approve	
Payments to Contractor-when due	14.4, 14.13	Substitutions	6.7.3

Site, Visits to-by Engineer	9.2	Uncovering Work	13.8-13.9
Specification-definition of	1	Underground Facilities-definition of	1
Starting Construction, Before	2.5-2.8	Underground Facilities-not shown or indicated	4.3.2
Starting the Project	2.4	Underground Facilities-protection of	4.3, 6.20
Stopping Work-by contractor	15.5	Underground Facilities-shown or indicated	4.3.1
Stopping work-by owner	13.10	Unit Price Work-definition of	1
Subcontractor-definition of	1	Unit Price Work-general	11.9, 14.1, 14.5
Subcontractor's-in general	6.8-6.11	Unit Prices	11.3.1
Subcontractors-required provisions		Unit Prices, Determinations for	9.10
.....	5.11.1, 6.11, 11.4.3	Use of Premises	6.16-6.18
Substantial Completion-certification of	14.8	Utility Owners	6.13, 6.20, 7.2-7.3
Substantial Completion-definition of	1		
Substitute of "Or Equal" Items	6.7	Values, Schedule of	2.6, 2.9, 14.1
Subsurface Conditions	4.2-4.3	Variations in Work-Authorized	6.25, 6.27, 9.5
Supplemental Costs	11.4.5	Visits to Site-by Engineer	9.2
Supplementary Conditions-definition of	1		
Supplementary Conditions-principal references		Waiver of Claims-on Final Payment	14.16
to	2.2, 4.2, 5.1, 5.3, 5.6-5.8, 6.3, 6.13, 6.23, 7.4, 9.3	Waiver of Rights by insured parties	5.10, 6.11
Supplementing Contract Documents	3.4-3.5	Warranty and Guarantee-by Contractor	13.1
Supplier-definition of	1	Warranty of Title, Contractor's	14.3
Supplier-principal references to	3.6, 6.5, 6.7-6.9, 6.20, 6.24, 9.13, 9.16, 11.8, 13.4, 14.12	Work. Access to	13.2
Surety-consent to payment	14.12, 14.14	Work-by Others	7
Surety-Engineer had no duty to.....	9.13	Work-Continuing During Disputes	6.29
Surety-Notice to	10.1, 10.5, 15.2	Work, Cost of	11.4-11.5
Surety-qualification of	5.1-5.2	Work-definition of	1
Suspending Work, by Owner	15.1	Work Directive Change-definition of	1
Suspension of Work and Termination-in general.....	15	Work Directive Change-principal	
Superintendent-Contractor's	6.2	References to	3.4.3, 10.1-10.2
Supervision and Superintendence	6.1-6.2	Work. Neglected by Contractor	13.14
		Work. Stopping by Contactor	15.5
		Work. Stopping by Owner	15.1-15.4
Taxes-Payment by Contractor	6.15	Written Amendment-definition of	1
Termination-by Contractor	15.5	Written Amendment-principal	
Termination-by Owner	15.2-15.4	References to	3.4.1, 10.1, 11.2, 12.1
Termination, Suspension of Work and-in general.	15		
Tests and Inspections	13.3-13.7		
Time, Change of Contract	12		
Time, Computation of	17.2		
Time, Contract-definition of	1		

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - A form accepted by the ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

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

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement. The Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the word Work

refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

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

ENGINEER - The person, firm named as such in the Agreement.

Field Order - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements— Sections of Division 1 of the Specifications.

Laws and Regulations: Laws or Regulations – Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award – The written notice by OWNER to the apparent successful bidder with the conditions precedent enumerated therein. Within the time specified, OWNER will sign and deliver the agreement

Notice to Proceed-A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER - The public body or authority, cooperation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - The portion of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions - The part of the Contract Documents which amends, modifies or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

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

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Change Directive - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Change Directive may not change the contract Price or the Contract time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently

issued Change Order following negotiations by parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment-A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

Delivery of Bonds:

2.2. OWNER shall furnish to CONTRACTOR up to ten (10) copies (unless otherwise specified in the Supplementary Conditions) of the Contract documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time:

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. ~~In no event will the Contract time commence to run later than the seventy fifth day after the day of bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

[see supplementary conditions]

Starting the Project:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements). CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting

and completion dates of the various stages of work:

2.6.2. a preliminary schedule of Shop Drawing submissions and

2.6.3 a preliminary schedule of values for all of the work which will include quantities and prices of items aggregating the Contract Price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission

2.7 Before any work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) WHICH owner IS REQUIRED TO PURCHASE AND MAINTAIN IN ACCORDANCE WITH PARAGRAPHS 5.7. [see supplementary conditions]

Preconstruction Conference:

2.8 Within twenty days after the Effective Date of the agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6 to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for payment and to establish a working understanding among the parties as to the work.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing Submission will be acceptable to ENGINEER as providing a workable arrangement for processing the submission. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The contract Documents are complementary; what is called for by one is as binding as if called for by all. the Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. A Change Order (pursuant to paragraph 10.4),
or

3.4.2. A Work Change Directive (pursuant to paragraph 10.1).

3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1. A Field Order (pursuant to paragraph 9.5),
- 3.5.2. ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6. Neither CONTRACTOR nor any SubCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Design ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and Design ENGINEER and specific written verification or adaptation by Design ENGINEER.

**ARTICLE 4- AVAILABILITY OF LANDS;
PHYSICAL CONDITIONS; REFERNECE POINTS**

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easments entitles CONTRACTOR to an extension of the Contract time. CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

Physical Conditions:

4.2.1. Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Design ENGINEER in preparation of the Contract Documents. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have

full responsibility with respect to physical conditions in or relating to such structures.

4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER's Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the OWNERS of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and Design ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the OWNERS of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. Not Shown or Indicated. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall promptly after becoming aware thereof and before performing any Work

affected thereby (except in an emergency as permitted by paragraph 6.22), identify the OWNER of such Underground Facility and give written notice thereof to that OWNER and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the work (unless otherwise specified in the General Requirements), shall protect preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER, CONTRACTOR shall report to ENGINEER wherever any reference point or lost or destroyed or requires relocation because of necessary changes in grades or location's and shall be responsible for the accurate replacement or relocation of such references points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. The performance bond shall acknowledge the one year correction period in accordance with the requirements of Article 13. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties who are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR shall purchase and maintain such commercial general liability and other insurance as is appropriate for the Project and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any SubCONTRACTOR, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts,

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees:

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or (b) by any other person for any other reason:

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by paragraph 5.3 shall include specific coverages and be written for not less than the limits of liability and converges provided in the supplementary Condition or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until a least thirty days prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13, 12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of

continuation of such insurance at final payment and on year thereafter.

[Three (3) paragraphs added –See Supplementary Conditions]

Contractual Liability Insurance

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

~~5.5 OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.~~

[See Supplementary Conditions]

(5) Property Insurance:

5.6. Unless otherwise provided in the Supplementary Conditions. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provide in the Supplementary Conditions or required by Laws and Regulations) This insurance shall include the interests of OWNER, CONTRACTOR and SubCONTRACTORs consultants in the Work all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of ENGINEERs, architects, attorneys and other professionals). If not covered under the "all risk" insurance, or otherwise provided in the Supplementary Conditions. CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

[Paragraph Added – See Supplementary Conditions]

5.7. OWNDER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions Laws and Regulations which will include the interests of OWNER, CONTRACTOR, SubCONTRACTORs, ENGINEER and ENGINEER's consultants in Work, all of whom shall be listed as insured or additional insured parties.

5.8. All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 through 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2..

5.9 OWNER shall not be responsible for purchasing and

maintaining any property insurance to protect the interest of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy OWNER shall if possible, include such insurance and the cost thereof will be charged to CONTRACTO by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site. OWNER shall in writing advise CONTACTOR whether or not such other insurance has been procured by OWNER

Waiver of Rights:

5.11.1 OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work and also waive all such rights against the Subcontractors, ENGINEER, ENGINEERs consultants and all other parties named as insureds in such policies for ;losses and damages so caused. As required by paragraph 6.11. each subcontractor between CONTRACTOR and a subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER. ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly all such polices shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13, OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

[Paragraph Added-see Supplementary Conditions]

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs

5.3 through 5.6 on the basis of its not complying with the Contract Documents. OWNER shall notify CONTRACTOR in writing thereof within ten (10) days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraph 5.7 on the basis of their not complying with the Contract Documents. CONTRACTOR shall notify in writing thereof within ten (10) days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonable request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

[Paragraph Added-See Supplementary]

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Conditions, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance as defined in paragraph 2.6.1, any adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any other provisions of the Contract Documents applicable thereto.

Substitutes of "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following, as supplemented in the General Requirements. Requests for review of substitute items of material and 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 make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTORS's achievement of Substantial Completion on time. Whether or not acceptance of the substitute for use in 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 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 shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1. as applied by ENGINEER and may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at

CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluation each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with Supplementary Condition OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. The Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all other construction permits and licenses OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility OWNERS for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations,

CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

~~6.15. CONTRACTOR shall pay all sales, consumer use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulation of the place of the Project which are applicable during the performance of the Work [See Supplementary Conditions]~~

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the OWNER or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such OWNER or occupant because of the performance of the work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of ENGINEERS, architects, attorneys and other professionals and court and arbitration costs) arising directly indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments Change Orders, Work Change Directives Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work these record documents samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in

connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Change Directive or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five (5) copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the

requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility OWNERS or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility OWNER and other CONTRACTOR who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the

Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR's under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provision for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other CONTRACTOR or utility OWNER (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORS will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an ENGINEER against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, and 4.4.

Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibility in respect of purchasing and maintaining liability and property insurance are set forth in paragraph 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections tests and approvals is set forth in paragraph 13.4

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional. ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree. ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties responsibilities and limitations of authority of any as such Resident Project Representative and assistants will be as

provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee the duties responsibilities and limitations of authority of such other person will be as provided in the Supplementary Condition

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price, or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten (10)

days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty (60) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13 Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to described a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents

(unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Change Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties:

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1.)

11.3.3. On the basis of the cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7)

Cost of the Work:

11.4. The term Cost of the work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5.

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to ENGINEERS, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales consumer use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for cause other than negligence of CONTRACTOR any Subcontractor or any one directly or indirectly employed by any of them or for whose acts any of them may be liable and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses). Not compensated by insurance or otherwise, to Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9) provided they have resulted from causes other than the negligence of CONTRACTOR any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If however any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone services at the site. Expressage and similar petty cash items in connection with the work

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work. and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general manager, ENGINEERS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by sub-paragraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the cost of the Work:

11.6.2.1. For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen (15) percent.

11.6.2.2. For costs incurred under paragraphs 11.4.3 the CONTRACTOR's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit shall be fifteen (15) percent;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraph 11.4.4, 11.4.5, and 11.5:

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten (10) percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work to be determined pursuant to paragraph 11.4 or 11.5 CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included

in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs material and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim).and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the

occurrence of said event All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at all reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be

inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of ENGINEERS, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly

attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of ENGINEERS, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of ENGINEERS, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular items of equipment is placed in continuous service before Substantial Completion of all Work the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also

ENGINEER) prefers to accept it, OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of ENGINEERS, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools appliances construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of ENGINEERS, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by

correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2 When each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

[Sentence Added – See Supplementary Conditions]

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER, no later than the time of payment, free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. ~~Ten (10) days after presentation of the Application for Payment with ENGINEER's recommendation the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.~~ [See Supplementary Conditions]

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality of the quantity if the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to the OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment

previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven (7) days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If after considering such objections, ENGINEER concludes that the Work is not substantially complete ENGINEER will within fourteen (14) days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing stating the reasons therefor. If after consideration of OWNER's objections ENGINEER considers the Work substantially complete ENGINEER will within said fourteen (14) days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the

tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion ENGINEER's aforesaid recommendation will be binding in OWNER and CONTRACTOR until final payment,

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.10 The OWNER of any finished part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the work, subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete. And request ENGINEER to issue a notice of certificate of Substantial Completion for said part of the Work. Contractor at any time may notify OWNER and ENGINEER writing that CONTRACTOR considers any such part of the Work ready for its intended use and the substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within reasonable time after either such request, OWNER CONTRACTOR and ENGINEER shall make and inspection of the part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete. ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER's to take over operation or any such part of the Work although it is not substantially complete. A copy of such request will be sent ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the work to determine its status of completion and will prepare a list of items remaining to be completed or

corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation or use and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.12 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify

OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract documents have been fulfilled, ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. ~~Thirty (30) days after presentation to OWNER of the application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.~~

[See Supplementary Conditions]

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the notice of issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of

Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16

Waiver of Claims:

14.16. The making and acceptance of final payment will constitute:

14.16.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the contract Documents; and

14.16.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the work, or any portion thereof, for a period of not more than ninety (90) days, by notice in writing to CONTRACTOR and ENGINEER. Which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment to adhere to the progress schedule established under paragraph 2.6 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work, and all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion) incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of ENGINEERS, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest

price for the Work performed.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of ENGINEERS, architects, attorneys and other professionals and court costs).

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due then CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER terminate the agreement and recover from OWNER payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the agreement if ENGINEER has failed to act on an application for payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

[See Supplementary Conditions]

ARTICLE 16 – ARBITRATION –NOT USED

ARTICLE 17 – MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail postage prepaid, to the last business address known to the giver of the notice.

Computation of Time

17.2.1. When any period of time is referred to in the Contract Documents by day, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day of any made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

General:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement. ***[Several Paragraphs Added – See Supplementary Conditions]*** of Topeka.

CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction contract (No. 1910-8, 1983 edit.) and other provisions of the contract documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 - DEFINITIONS

SC-1.1.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction contract (No. 1910-8, 1983 edit.) have the meanings assigned to them in the General Conditions.

SC-1.2.

Intention of Terms - Whenever, in these specifications or on the plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the engineer is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include general requirements of the entire section, specification item, or cited requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

SC-1.3.

ADDITIONAL DEFINITIONS:

Advertisement (Legal Notice, Notice to Bidders) - A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished and stating the time and place for receipt of sealed proposals.

Award - The decision of the owner to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore, and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

Bidder - Any individual, firm or corporation submitting a proposal for the project contemplated, acting directly or through a duly authorized representative.

Completion - The work "completion" shall mean full and exact compliance and conformity with the provisions and requirements, expressed or implied, in the specifications and/or drawings, including all amendments, revisions, corrections or additions, duly authorized.

Contract Item (Pay Item) - A specific unit of work for which a price is provided in the contract.

County Attorney - The County Attorney of the County of Albany, New York or his designated assistants.

County Purchasing Agent- County Purchasing Agent of the County of Albany, New York.

County - County of Albany, the owner and party of the first part to the contract.

Day- A calendar day of 24 hours measured from midnight to the next midnight.

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

Extra Work - An item work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which if found by the engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

Highway - The whole strip of land bounded by the right-of-way lines.

Inspector - The individual at the project site assigned by the engineer to assure compliance with the contract requirements.

Laboratory - The official testing laboratories of the owner or such other laboratories as may be designated by the engineer.

Laying Length of Pipe - Linear feet (laying length) of pipe shall be measured by multiplying the number of whole units by the nominal length of each unit and adding thereto 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 butt end to butt end, exclusive of the bell or groove on the female end.

Material - Any approved material acceptable to the engineer and conforming to the requirements of the specifications. All processes and materials shall at all time, be open to inspection and test by the engineer or his authorized representative.

Modification - a) A written amendment of the contract documents signed by both parties, b) a Change Order, c) an engineer's order. A modification may only be issued after the effective date of the Agreement.

NYSDOT Standard Specification - "Standard Specification, Construction and Materials" of the New York State Department of Transportation, Design and Construction Division as taken from the most recent updated specifications.

Pavement - The combined surface course, base course and subbase course, if any, considered as a single unit.

Project Manual - The bound volume of contract documents which include bidding requirements, contract requirements and technical specifications.

Proposal Guarantee - The security in the form of a certified check or bid bond to be furnished by the bidder as guarantee of his ability to procure the minimum equipment and liquid assets

specified and that he will enter into a contract with the owner for the performance of the work, if the work involved in the proposal is awarded to him.

Reasonably Close Conformity - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified: compliance with such working tolerances. Without detracting from the complete and absolute discretion of the engineer to insist upon such tolerances as establishing reasonable close conformity, the engineer may accept variations beyond such tolerances as reasonable close conformity where they will not materially affect the value or utility of the work and the interests of the owner.

Right-of-Way or R.O.W. - A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to a highway.

Roadbed - The graded portions of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Roadway - The portion of a highway included between the outside edges of the shoulders.

Road Section - that portion of a highway included between the top of the slope in cut and the bottom of slope in fill.

Shoulder - The portion of the roadway contiguous with the travel way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Site - The specific area adjacent to and including the area upon which construction work is to be performed. Generally, such area may be considered as defined by the right-of-way or property made available to the contractor for construction operations.

Special Notes - Special directions, provisions or requirements peculiar to the project under consideration.

Standard Sheets - The standard drawings approved by NYSDOT and/or the owner for repetitive use, showing details to be used where appropriate.

Structures - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, end walls, buildings, sewers, service pipes, underdrains, foundation drains and other features which may be encountered in the work and not otherwise classed herein.

Subgrade - The soil which forms the pavement foundation.

Substantial Completion - The definition of substantial completion given in Article I of the General Conditions (Page GC-8) shall be amended to include the following further delineation.

On County highway and bridge projects, shall mean the completion of all major work items up to and including the completion of all drainage work to function as designed, plus the installation of:

1. Bridge deck and approach slabs

2. Top course of asphalt concrete pavement or final riding surface on all travel lanes and shoulders
3. All bridge railing and guide railing
4. All signs, signals, delineators and markers
5. All pavement markings

Minor work, such as topsoil, seeding and cleanup which are performed outside of the travel way and with equipment that is not located on the final pavement or shoulders, may be completed after the substantial completion date.

Superintendent - The contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the engineer and who shall supervise and direct the construction.

Supplemental Agreement - A written agreement between the contractor and the owner covering:
1) work that would increase or decrease the total amount of the awarded contract by more than 25%, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

Surety - The corporate body bound with and for the contractor, for the full and complete performance of the contract, and for the payment of all debts, pertaining to the work.

Ton - Short ton of 2,000 pounds.

Utility - A publicly, privately or cooperatively owned agency or agencies operated by one or more persons or corporations for public service.

ARTICLE 2 - PRELIMINARY MATTERS

Commencement of Contract Time; Notice to Proceed:
SC-2.3.

Amend paragraph 2.3 of the General Conditions by striking out the last sentence beginning with "In no event . . ." and ending with ". . . date is earlier".

And as so amended, paragraph 2.3 remains in effect.

Before Starting Construction:
SC-2.7.

Amend the fifth line of paragraph 2.7 of the General Conditions to read as follows:

"maintain in accordance with paragraphs 5.3, 5.4 and 5.6 and"

and amend the last line of paragraph 2.7 of the General Conditions to read as follows:

"accordance with paragraph 5.7."

and as so amended, paragraph 2.7 remains in effect.

ARTICLE 5 - BONDS AND INSURANCE

CONTRACTOR’S LIABILITY INSURANCE

SC-5.3.

The limits of liability for the insurance required by paragraph 5.3. of the General Conditions shall provide coverage for not less than the following amounts or greater, where required by law:

COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY- - Single Limit Occurrence Form with limits not less than:

Each Occurrence	\$ 1,000,000
Aggregate - Personal Injury	\$ 1,000,000
Aggregate - Products/Completed Operations	\$ 1,000,000
General Aggregate	\$ 3,000,000

The policy shall include products and completed operations coverage, which shall be maintained and evidenced for at least two years after completion of the contract.

Property Damage Liability insurance shall provide coverage for: Explosion; Collapse; and Underground.

Personal Injury liability shall be included with Employment Exclusion deleted.

The policy shall include Contractual Liability, covering all obligations imposed on the contractor under paragraphs 6.30., 6.31., 6.32. - Indemnification, of General Conditions.

BUSINESS AUTO POLICY - Covering all owned, hired and non-owned vehicles, with limits not less than:

Bodily Injury & Property Damage - Combined Each Accident	\$ 1,000,000
The Policy Shall Include: P.I.P. or “No Fault” Benefits - Each Person	\$ 50,000
Uninsured Motorist - Each Accident	\$ 20,000

UMBRELLA EXCESS LIABILITY - Occurrence Form with limits not less than:

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000
Maximum Retention	\$ 25,000

Any restrictions in Umbrella eliminating coverages included in Primary Auto and General Liability, must be brought to the attention of the County Attorney’s office and the County Engineer’s office.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY - See 5.3.1. and 5.3.2.

- 1. New York State Statutory Benefits
- 2. Employers’ Liability:

PROPERTY INSURANCE

SC-5.6.

Amend the second line of paragraph 5.6. of the General Conditions by changing the work “owner” to “contractor”, and as so amended, paragraph 5.6. remains in effect.

Add a new paragraph immediately after paragraph 5.6. of the General Conditions, which is to read as follows:

The County will be purchasing Builder’s Risk insurance on behalf of the Contractor.

ACCEPTANCE OF INSURANCE

SC-5.14.

Add a new paragraph immediately before paragraph 5.14. of the General Conditions, which is to read as follows:

5.14.1. All insurance policies providing contractor’s required coverages shall be issued by insurance carriers licensed to do business in New York State, with a rating in Best’s Insurance Guide of A+, A or A- (excellent). If the insurance carrier for any policy is declared bankrupt or becomes insolvent or its right to do business within New York State is terminated, contractor shall, within five days thereafter, substitute another insurance policy and carrier, both of which must be acceptable to owner.

Amend the fourth line of paragraph 5.14. of the General Conditions to read as follows:

“with paragraphs 5.3., 5.4., 5.5. and 5.6. on the basis of its not complying”

and to amend the 11th line of paragraph 5.14. of the General Conditions to read as follows:

“in accordance with paragraph 5.7. on the basis of”

and renumber paragraph 5.14. of the General Conditions as 5.14.2. and as so amended and renumbered, paragraph 5.14. remains in effect.

SC-5.16.

Add the following language at the end of paragraph 5.15. of the General Conditions:

CONTRACTOR’S CERTIFICATES OF INSURANCE

5.16.1. Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work (see sample Certificate and Certificate Extension shown on pages SC-10 and SC-11). “ACORD” Certificates of Insurance are preferred. If other forms are used, the certificate must include all of the information shown on the sample ACORD Certificate of Insurance on page SC-10. These certificates shall contain a provision that coverage afforded under the policies will not be canceled, materially changed or lapsed at expiration until at least 30 days prior written notice has been given to the County Attorney’s office and the County Engineer’s office.

5.16.2. Contractor's insurance agent shall furnish a signed and notarized statement certifying that he has reviewed the insurance requirements specified for this project, and that the insurance coverages provided equal, meet or exceed those specified.

ACORD**CERTIFICATE OF INSURANCE**

producer	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW
Name	
Post Office Address	
Telephone Number	
CODE SUB-CODE INSURED	
INSURED	COMPANIES AFFORDING COVERAGE
Name	COMPANY LETTER A
Post Office Address	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EFFECTIVE DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> CONTRACTUAL/BI PD <input checked="" type="checkbox"/> PRODUCTS COMPLETED OPERATIONS				GENERAL AGGREGATE \$3,000 PRODUCTS-COMP/OPS AGGRAGATE \$1,000 PERSONAL & ADVERTISING INJURY \$1,000 EACH OCCURRENCE \$1,000 FIRE DAMAGE (ANY ON FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGEGATE \$5,000 \$5,000 \$5,000
	WORKER'S COMPENSATION and EMPLOYERS' LIABILITY				STATUTORY \$100 (EACH ACCIDENT) \$500 (DISEASE-POLICY LIMIT) \$100 (DISEASE-EACH EMPLOYEE)
	OTHER NYS DISABILITY BENEFITS				STATUTORY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS (Show brief description of Project for identification)

Additional Insured's -County of Albany and all officers and employees of Albany County and its Agents and Consultants

CERTIFICATE HOLDER

Eugenia Condon, Esq.
Albany County Attorney
112 State Street
Albany, NY 12207

Lisa M. Ramundo, P.E., Comm.
Albany County DPW
449 New Salem Rd.
Voorheesville, NY 12186

CANCELLATION SEE ATTACHED EXTENSION CERTIFICATE

SHOULD THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

ACORD 25-S (3/88)

©ACORD CORPORATION 1988

Revised 2/92

CERTIFICATE EXTENSION FOR

INSURED: _____

PROJECT: Project No. 23-C583 (Bid # 2024-127)
CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project (BIN 3300860)

1. The Contractual Liability applies to indemnity provisions in Article 5 - Bonds and Insurance and Article 6 - Contractor's Responsibilities, Paragraphs 6.30, 6.31 and 6.32.
2. The following are included as additional insureds under the Automobile Liability and Umbrella Excess Liability policies:
 - A. County of Albany, all officers and employees of the County of Albany and its agents and consultants.
 - B. (List any other additional insureds for this project.)
3. This Certificate of Insurance and each of the policies under which coverage is hereby certified are subject to the following provisions:

Insurance coverage shall not be canceled, materially reduced or allowed to terminate at expiration until 30 days after written notice thereof shall have been sent by Certified Mail addressed to:

- A. Eugenia Condon
Albany County Attorney
112 State Street, Room 600
Albany, New York 12207
- B. (List here name and address of any other additional insureds for this project.)

Albany County Department of Public Works
449 New Salem Road
Voorheesville, New York 12186
- C. List here, name and address of any other additional insureds for this project:

Creighton Manning Engineering
2 Winners Circle
Albany, NY 12205
- D. List here, name and address of any other additional insureds for this project:

New York State Department of Transportation
50 Wolf Road
Colonie, NY 12205

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

TAXES

SC-6.15.

Delete paragraph 6.15 of the General Conditions in its entirety and insert the following in its place:

- 6.15.1. Sales and Compensating Use Tax Exemption for materials sold to owner: The owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all supplies and materials sold to the owner pursuant to this contract. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the contractor or subcontractor or to the supplies and materials not incorporated into the completed project. The contractor, and his subcontractors, shall be responsible for any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment and other property.

- 6.15.2. Sales and Compensating Use Tax for Materials Purchased for Resale: The purchase by the contractor or by the subcontractors of supplies and materials sold hereunder will be a purchase for resale and therefore, not subject to the New York State Sales or Compensating Use Taxes or any such taxes of cities or counties. The contractor or subcontractor, at the request of the owner, shall furnish to the owner, such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it, title to such supplies and materials free of encumbrances. The contractor or subcontractor, shall mark or otherwise identify all such supplies and materials as property of the owner. All subcontractor agreements shall provide for resale of such supplies and materials prior to and separated and apart from the incorporation of such supplies and materials into the permanent construction.

- 6.15.3. Required Certificates: The contractor and his subcontractors and material men are required to obtain all necessary exemption certificates from the owner and to furnish a resale certificate to all persons, firms or corporations from which they purchased supplies and materials in performance of work under this contract.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

PROJECT REPRESENTATION

SC-9.3.

Add 35 new paragraphs immediately after the last paragraph in section 9.3 of the General Conditions which are to read as follows:

- SC-9.3.2. Engineer will furnish a resident project representative, assistants and other field staff as needed, to assist engineer in observing performance of the work. The resident project representative is to observe and inspect, in the owner's interest, the materials furnished and the work done as the work progress in order, and to insure full and complete compliance with the contract and to verify quantities of work completed.
- SC-9.3.2. Owner may also designate one of its employees to represent owner for these procedures.
- SC-9.3.3. Engineer, resident project representative, owner and all such other persons referred to shall have unrestricted access to all parts of the work. Contractor shall cooperate by supplying necessary facilities and assistance required by above persons to carry out their work of observations and inspections.
- SC-9.3.4. It is not the function of the engineer, resident project representative or owner to supervise or direct the manner in which the work to be done under this contract is carried on or conducted. The engineer, resident project representative or owner, is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and they will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents. Nevertheless, contractor agrees that any method or procedure, which in the opinion of the engineer or owner does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the engineer.
- SC-9.3.5. All communications between the contractor and engineer or contractor and owner are to be through the resident project representative.
- SC-9.3.6. Duties and Responsibilities of resident project representative (RPR):
1. Engineer's agent at the site: will act as directed by and under the supervision of engineer, and will confer with engineer regarding the RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with engineer and contractor keeping owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with owner with the knowledge of and under the direction of engineer.
 2. Review progress schedule, schedule of shop drawing submittals and schedule of values prepared by contractor and consult with engineer concerning acceptability.

3. Attend meetings with contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings and prepare and circulate copies of minutes thereof.
4. Serve as engineer's and owner's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents.
5. Advise engineer and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by engineer.
6. Conduct on-site observations of the work in progress to assist engineer in determining of the work is in general, proceeding in accordance with the contract documents. Report to engineer whenever RPR believes that any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and advise engineer of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
7. Report to engineer when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by engineer.
8. Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to engineer. Transmit to contractor decisions as issued by engineer.
9. Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional drawings issued subsequent to the execution of the contract, engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
10. Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail, as in the case of observing test procedures, and send copies to engineer.
11. Record names, addresses and telephone numbers of all contractor's, subcontractors and major supplies of materials and equipment.
12. Furnish engineer periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
13. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from contractor and recommend to engineer and owner Change Orders, Work Directive Changes and Field Orders.

14. Report immediately to engineer and owner upon the occurrence of any accident.
15. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work.
16. During the course of the work , verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to engineer for review and forwarding to owner prior to final payment for the work.
17. Before engineer issues a Certificate of Substantial Completion, submit to contractor, a list of observed items requiring completion or correction.
18. Conduct final inspection in the company of engineer, owner and contractor and prepare a final list of items to be completed or corrected.
19. Observe that all items on final list have been completed or corrected and make recommendations to engineer concerning acceptance.

SC-9.3.7. Limitations of Authority of resident of project representative (RPR):

1. Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by engineer.
2. Shall not exceed limitations of engineer's authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction, unless such advice or directions are specifically required by the contract documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than contractor.

SC-9.3.8. The engineer shall have the authority to reject any work or materials, or any part thereof, which does not in his opinion, conform to the plans, drawings, specifications and contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

No material of any kind shall be used upon the work until it has been inspected and accepted by the engineer. All materials rejected shall be removed immediately from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective or not of the quality or character required by the plans and specifications shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the contractor from any obligation to perform said work strictly in accordance with the plans and specifications and work not so constructed shall be removed and made good by the contractor at his own expense, and free from all expense to the owner whenever so ordered by the owner without reference to any previous oversight or error in inspection.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

APPLICATION FOR PROGRESS PAYMENT

SC-14.2.

Amend the first sentence of paragraph 14.2 of the General Conditions by striking out the following words:

"at least 20 days before";

and insert the following in their place:

"When"

Add the following language at the end of the last sentence of paragraph 14.2. of the General Conditions:

"Each subsequent Application for Payment shall include an affidavit of contractor stating that all previous progress payments received on account of the work have been applied to discharge in full, all of contractor's obligations reflected in prior Applications for Payment."

and as so amended, paragraph 14.2 remains in effect.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

SC-14.4.

Delete the last sentence of paragraph 14.4 of the General Conditions in its entirety and insert the following in its place.

"Owner shall review Application for Payment and if found unacceptable, shall return the Application to contractor indicating in writing, owner's reasons for refusing to accept Application, with copy of all correspondence sent to engineer; if found acceptable, owner shall promptly pay contractor the amount recommended."

and so amended, paragraph 14.4 remains in effect.

FINAL PAYMENT AND ACCEPTANCE

SC-14.13.

Delete the last sentence of paragraph 14.13 of the General Conditions in its entirety and insert the following in its place:

"If the Application and accompanying documentation are appropriate as to form and substance, owner shall promptly pay contractor the amount recommended by engineer."

and as so amended, paragraph 14.13 remains in effect.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

CONTRACT MAY STOP WORK OR TERMINATE:
SC-15.5.

Amend the sixth line of paragraph 15.5 of the General Conditions by changing the work to "thirty" to "sixty",

and as so amended, paragraph 15.5 remains in effect.

ARTICLE 17 - MISCELLANEOUS

SC-17.5. through SC-17.7.

Add the following language at the end of paragraph 17.4 of the General Conditions:

FUNDS RECEIVED BY CONTRACTOR CONSTITUTE TRUST FUNDS

17.5. The attention of the contractor is specifically called to the provisions of Sections 70, 71 and 79-a of the Lien Law that apply to funds being received by a contractor for a public improvement. These provisions declare that the funds received by the contractor shall constitute trust funds in the hands of the contractor and shall be applied first to the payment of certain claims.

FOREIGN CONTRACTORS:

17.6.1. No certificate approving or authorizing the first partial payment or any final payment to a foreign contractor shall be made unless such contractor shall have furnished satisfactory proof that all taxes due by such contractor under the provisions of Articles 9, 9A, 12A, 16, 16A, 21, 22, 23, 28, 29 or 30 of the Tax Law or Article 2E of the General City Law have been paid. The certificate of the New York State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

17.6.2. The term "foreign contractor" as used in the preceding paragraph means, in the case of an individual, a person who is not a resident of New York State, and in the case of a partnership, one having one or more partners who is not a resident of New York State, and in the case of a corporation, one not organized under the laws of New York State.

LIQUIDATED DAMAGES:

17.7. The amount to be specified in paragraph 4.2 of the Agreement for Liquidated Damages shall be based on the original contract Price per the following table 17.7.A:

TABLE 17.7.A
Schedule of Liquidated Damages

Original contract Price		Liquidated Damages
From More Than	To and Including	Per Calendar Day
\$ 0	\$ 0	\$ 50
25,000	50,000	75
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

ARTICLE SC-18 - EMPLOYMENT AND WAGE RATES

NON-DISCRIMINATION IN EMPLOYMENT

SC-18.1.

During the performance of the contract, the contractor shall comply with Section 220-e of the Labor Law which states:

- A. That in the hiring of employees for the performance of work under this contract or any Subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed, color, disability, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which employment relates;
- B. That no contractor, subcontractor, nor any person of 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, disability, sex or national origin;
- C. That there may be deducted from the amount payable to the contractor by the State or municipality under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- D. That this contract may be canceled or terminated by the State or municipality and all moneys 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. The aforesaid provisions of this section covering every contract for on behalf of the State or municipality for the manufacture, sale distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

SC-18.2. NOT USED.

LABOR RECORDS AND SCHEDULES

SC-18.3.

The contractor and every subcontractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the contract to be paid or provided, as the case may be, for the various classes of mechanics, workingmen or laborers employed on the work. The contractor and every subcontractor, shall keep original payrolls or transcripts thereof, subscribed and affirmed by him as true under the penalties of perjury, showing the hours and days worked by each workman, laborer or mechanic, the occupation at which he work, the hourly wage rate paid and the supplements paid or provided, on the site of the work where 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 or subcontractors shall produce within five days on the site of the work and upon formal order of the Commissioner or his designated representative, such original payrolls or transcripts thereof, subscribed and affirmed by him as true under the penalties of perjury, as may be deemed necessary to adequately enforce the provisions of this article. The original payrolls or

transcripts shall be preserved for three years from the date of completion of the work on the awarded contract.

PREVAILING WAGE RATES AND SUPPLEMENTS:

SC-18.4.1.

Pursuant to Sections 220.3 and 220-d of the Labor Law, each laborer, workman or mechanic employed by the contractor, a subcontractor or other person about or upon this project, shall be paid not less than the prevailing hourly wage rate for a legal day's work and shall be provided supplements not less than the prevailing hourly supplement, as determined by the Industrial Commissioner.

SC-18.4.2.

The owner does not represent or warrant that the accompanying Prevailing Rate Schedule or its classification of workmen, mechanics or laborers is complete or correct. The owner reserves the right to revise such Schedule when required. If any occupation not mentioned in the Prevailing Rate Schedule is required for the execution of the project, contractor shall request the engineer to obtain the prevailing hourly wage and supplements rates from the Industrial Commissioner. Upon receipt and subsequent notice to the contract, such additional schedules shall become and be a part of the Prevailing Rate Schedule embodied in this contract.

SC-18.4.3.

The attached rates are based on the latest information available from the Department of Labor, Bureau of Public Work. Care should be taken to review the rates for obvious errors. It is the responsibility of the contractor to use the proper rate. Any corrections should be brought to the owner's, engineer's and Department's attention immediately.

SC-18.4.4.

Prevailing Rate Schedule begins on next page and consists of 2 pages.

PREVAILING WAGE RULING

Prevailing Wage Ruling:

This is a NYS Department of Labor Prevailing Wage Project - **Ruling PRC #2024012101** - Albany County, issued September 23, 2024. The prevailing wage rate schedule prepared by the NYS Department of Labor (NYSDOL) for **PRC #2024012101** shall be agreed to in form and content as if a part of the contract and these specifications.

Technical Information:

- A. Prospective bidders shall obtain state wage rate schedule information from the NYSDOL website using Prevailing Rate Case Number heretofore provided in accordance with the “State Prevailing Wage Rate Special Note”.
- B. The successful bidder(s) shall receive a “hard copy” of the NYSDOL prevailing wage rate schedule from the County upon award of contract.
- C. Accommodation of Federal prevailing wage rate schedule(s) remains unchanged.

Background Information:

Historically, prevailing wage rates schedules issued by NYSDOL have been inserted into contract proposals in their entirety. Technological advances at NYSDOL shortened the State prevailing wage rate update cycle. In July 2005, further advances resulted in the publication of contract-specific State prevailing wage schedules on the internet. The availability of contract-specific schedule with monthly updates rendered the department’s existing accommodation obsolete. This prompted an analysis of the construction contract bid document production process, a NYSDOL review of department process improvement recommendations, in concurrence with the process outlined above.

State Prevailing Wage Rates Special Note:

The contractor(s) shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the contractor(s) shall obtain and pay workers in accordance with the prevailing wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL website at www.dol.ny.gov. All changes or clarification of labor classifications(s) and applicability of prevailing wage rates shall be obtained in writing from the office of the director, NYSDOL, Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page, and entering the prevailing rate case number.

A copy of the current project specific prevailing wage rate schedule shall be provided to the successful bidder(s) upon notice of award of contract. A “hard copy” by the County does not relieve the contractor(s) of its sole responsibility to establish and maintain a current prevailing wage schedule at all times during the term of the project.

Prevailing Wage Rate Job Site Posting:

All contractors, and every subcontractor, on Public Works contracts, shall post in a prominent and accessible place on the job site where the work is to be performed, a legible statement of all wage rates and supplement as specified in the contract to be paid or provided, as the case may be, for the various classes of mechanics, working persons or laborers employed on the work. Such posted statement shall be written in plain English and titled, in lettering no smaller than 2" in height with the phrase "PREVAILING RATE OF WAGES". Such posted statement shall be constructed of materials capable of withstanding adverse weather conditions.

ARTICLE SC-19 - AFFIRMATIVE ACTION PLAN

STATEMENT OF POLICY

SC-19.1.1.

The following is taken from Resolution No. 124 adopted by the Albany County Legislature on June 10, 1985:

“Resolved, By the Albany County Legislature that the affirmative action plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany, including the objectives, procedures and goals so stipulated.”

SC-19.1.2.

It is the policy of the County of Albany that Minority Business Enterprises and Women Business Enterprises shall have the maximum opportunity to participate in the performance of contracts in excess of \$100,000 let by the County and its several agencies and authorities and, that in the implementation of this policy, the County commits itself to a goal-oriented Minority Business Enterprise/Women Business Enterprise program as more specifically described herein.

The contractor shall carry out this policy in the awarding of contracts and subcontracts to Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) consistent with the efficient performance of the contract and shall use positive efforts to meet the applicable MBE/WBE participating goals described herein.

ADMINISTRATION

SC-19.2.1.

All County procurements will be made with an understanding that the complete participation of bona fide minority business enterprises and woman business enterprises shall be assured by balanced and equitable contract involvement.

The optimum MBE/WBE participation goals for County public procurements are:

MBEs 7%
WBEs 5%

SC-19.2.2.

Prior to being issued a Notice to Proceed, the contractor must have entered into MBE/WBE contracts as proposed in his BID and must submit evidence of same to the County Purchasing Agent, with a copy to the County Engineer.

CONTRACTOR'S RESPONSIBILITIES

SC-19.3.

Contractor shall:

- 1) Inform the County Engineer and the Albany County MBE officer of any change in its detailed schedule of MBE/WBE participation and must indicate the reason(s) for the change.
- 2) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 3) Notify the Albany County MBE officer of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 4) If possible, provide any needed technical assistance to MBEs/WBEs under Subcontract.
- 5) If possible, aid proposed WBE/MBE subcontractors in obtaining necessary bonding.
- 6) Design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 7) Maintain for three years, such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE officer to monitor this compliance.

MBE/WBE's RESPONSIBILITIES

SC-19.4.

Each Minority Business Enterprise/Woman Business Enterprise shall:

- 1) Establish through registration that the company is a bona fide MBE/WBE. MBE/WBE eligibility status will be reviewed annually by the Albany County MBE officer.
- 2) Maintain a business location designated by full street address and telephone service to the business requesting certification and contract negotiations.
- 3) Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to the bid date.
- 4) Be responsible for entering into all necessary contractual agreements.
- 5) Arrange for and supervise contract performance.
- 6) Secure equipment, materials, crew (laborers) sufficient to complete the agreed upon work.
- 7) Provide bonding, insurance and collateral as required for surety in contract performance.
- 8) Authorize payrolls, payments and reports as requested in routine compliance.

SANCTIONS

SC-19.5.1.

If contractor cannot meet the MBE/WBE participation goals, he must document to the Albany County MBE officer, with a copy to the County Engineer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract, including withholding future payments under the contract involved; disqualification of the contractor from future contracting opportunities for a period not to exceed two years, and cancellation of the contract and declaration of forfeiture of the performance bond.

SC-19.5.2.

A decision by the Albany County MBE officer to invoke the above sanctions shall be issued in writing by registered mail. The contractor shall have ten days from receipt of the decision to appeal the MBE officer's decision to the Grievance Committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten days by registered mail (or hand delivery in the case of the MBE officer's copy).

STANDARDS

SC-19.6.1.

A Minority Business Enterprise (MBE) shall be any business enterprise which is at least fifty-one percent (51%) owned, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity. (Minority personas as defined below.)

A Woman Business Enterprise (MBE) shall be any business enterprise which is at least 51% owned, or in the case of a publicly-owned business, at least 51% of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. (Women as defined below.) WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

SC-19.6.3.

The minority/women ownership of such business is a profit making venture engaged in the contracting of goods and services, and is organized as one of the following:

- 1) Sole proprietorship
- 2) Partnership/Joint Venture—Two minorities/women
- 3) Joint Venture—Minority/Women contractor with majority (maximum majority involvement is 49%).
- 4) Corporation

SC-19.6.4.

The minority/women owner(s) shall possess the authority to direct daily business operations and enforce policies of the firm. Specifically, the minority/women owner(s) must exercise routine ongoing management responsibilities, including but not limited to:

- 1) Sharing in all benefits and liabilities in proportion to invested ownership percentage;
- 2) Authorizing and processing payrolls and payables;
- 3) The authorizing of all personnel actions, hiring, promotion and terminations.

SC-19.6.5.

An approved MBE/WBE subcontractor shall not include any enterprise whose principal officer, superintendent, foreman or any other similar supervisor type personnel was in the employ of the low bidder (prime) during the period of time six months prior to the date of the bid announcement and extending to the date of the bid opening.

SC-19.6.6.

Minority/women ownership and control shall be real and continuing and shall not be created solely to take advantage of special programs provided for minority/women business development. Certification shall be denied businesses not controlled by minority or women business persons.

A majority firm may be considered as controlling or having the power to control a minority/women firm when one or more of the following circumstances are found to exist and it is reasonable to conclude that under the circumstances, such majority firm is directing or influencing or has the power to direct or influence the operation of the minority/women firm.

1. Interlocking Management: Officers, directors, employees or principal stockholders of the majority firm serve as officers of the minority/women firm.
2. Common Facilities: The majority firm shares common office space and/or employees and/or other facilities with the minority/women firm.

DEFINITIONS

SC-19.7.1.

Minorities: Persons form categories B, C, D or E of the following groups:

- A) White (not Hispanic origin) - a person having origins in any of the original peoples of Europe, excluding Spain and Portugal.
- B) Black: (not of Hispanic origin) - a person having origins in any of black racial groups of the original peoples of Africa.
- C) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- D) Asian or Pacific Islander: a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.
- E) American Indian or Alaskan Native: a person having origins in an of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

SC-19.7.2.

Women: Persons of the feminine gender who are not otherwise classified as a minority.

SC-19.7.3.

Albany County MBE Officer:

Jennifer Clement
Albany County Dept. of Human Resources
112 State Street, Room 1100
Albany, New York 12207
(518) 447-7010

ARTICLE SC-20 – NYSDEC SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY PERMIT NO. GP-0-24-001

STATEMENT OF POLICY

Albany County is required to comply with Section 402 of the Clean Water Act (“CWA”) which states that a General Permit GP-0-24-001 is mandated for stormwater discharges into waters of the United States from construction activities that disturb one or more acres of land. Federal regulation 40 CFR Part 122 prohibits point source discharges of stormwater to waters of the United States without a permit issued under the National Pollutant Discharge Elimination System (NPDES). New York State is delegated by the United States Environmental Protection Agency (EPA) to administer its State Pollutant Discharge Elimination System (SPDES). To obtain coverage under the GP-0-24-001, Albany County has filed a Notice of Intent (NOI) with New York State Department of Environmental Conservation (NYSDEC) and completed a Stormwater Pollution Prevention Plan (SWPPP) for these actions. The SWPPP is a plan for controlling runoff and pollutants from a site during and after the proposed construction activities. The principle objective of the SWPPP is to comply with DEC SPDES Stormwater Permit for construction activities by planning and implementing the following practices:

- Reduction or elimination of erosion and sediment loading to water bodies during construction.
- Control of the impact of stormwater runoff on the water quality of receiving waters.
- Control of the increased volume and peak rate of runoff during and after construction.
- Maintenance of stormwater controls during and after completion of construction.

The SWPPP for this proposal will include following measures:

- Satisfy all 16 components of a basic SWPPP (erosion and sediment control).
- Meet the standards in the Erosion and Sediment Control and SW Management Design Manuals (or otherwise meet the requirements of GP-0-24-001).
- Require contractor certification statements stating that the contractor will agree to comply with the terms and conditions of the SWPPP.
- Require proper operation and maintenance of stormwater facilities during construction.
- Have a process for review of SWPPP.
- Require site self inspections as in GP-0-24-001.
- Have enforcement procedures during and after construction.
- Require construction site operators to control waste.
- Procedures for receipt and consideration of information submitted by the public.

Albany County, will ensure that the provisions of the SWPPP are implemented and will ensure that the successful bidder will provide the certification of the SWPPP in accordance with the provisions of the General Permit. The successful bidder shall designate to the engineer an erosion and sediment control supervisor/certified professional with adequate training, experience and authority to implement and maintain all erosion and sediment control measures required by the SWPPP and SPDES General Permit for Storm Water Discharges on the proposed construction project.

**ARTICLE SC-21 – NYSDEC GENERAL PERMIT FOR CONSTRUCTION ACTIVITY
STANDARDS OF PERFORMANCE
INSTALLATION SPECIFICATIONS FOR CULVERTS, EROSION, SEDIMENTATION
AND TURBIDITY CONTROLS, WORK PROCEDURES AND SITE RESTORATION**

STATEMENT OF POLICY

The County of Albany in compliance with New York State Department of Environmental conservation (NYSDEC) and in accordance with the following Environmental Conservation Laws (ECL), Article 15, Title 5; 6NYCRR 608, Article 24; 6NYCRR 663 Freshwater wetlands, and 6NYCRR608 Water Quality Certification permits must address regulated activities through the use of a General Permit (R4-05-01). Authorized activities follow all conditions listed in a specific permit for a proposed activity.

It is the intent of this General Permit to facilitate Albany County Department of Public Works projects, to preserve to the fullest, the quality of the water resources, and to remain consistent with the best interests of the public.

WATERS REQUIRING COVERAGE BY A GENERAL PERMIT

All waters in the County of Albany classified A or B, and C, with a standard (T) or (TS), by the Department of Environmental Conservation, as well as waters considered navigable, regardless of their classification. Verification regarding the classification of a water body may be obtained by contacting the DEC regional office or sub-office. Water quality standards, in particular, the standard for turbidity, which is no visible contrast, must be maintained in all waterways, regardless of classification.

WORK REQUIRING AUTHORIZATION BY A GENERAL PERMIT:

Construction of:

Deck/Patio/Porch (Authorized Activities only)	Garage/Carport/Shed (AA only)
Septic system (AA only)	Driveway (AA only)
Seasonal Docks	Culvert/bridge replacement/repair
Utilities for single residence	Individual residential well
Dry Hydrant installation	Existing boat launch replacement
Swimming pool (AA only)	Utility line stream crossings
New rip rap (<300', not in FWW)	Raised walkways (With no fill)

- Highway maintenance & repair, involving 300' or less of stream bank, with minor impacts to FWW/AA
- Emergency Stream Repair (as a result of natural disasters) including stabilization, debris removal, gravel removal bridge/culvert repair and replacement, and realignments.
- Stream Restoration/Stabilization/Rip Rap – 300' of stream bank or less
- Stormwater/Drainage Systems - Modification of existing stormwater or drainage systems
- Municipal Utilities-Municipal utilities installation (water/sewer/electrical/communication) with temporary impacts
- Pesticides - Pesticide application for control of weeds, mosquitoes, or utility right-of-way management, conducted in the adjacent area of private residence (individual homeowners only)
- Landscaping - Minor fill and grading in pre-disturbed (lawn) areas (AA only)

- Additions - Addition to an existing structure that does not result in any increase in bedrooms, bathrooms or any room that may cause an increase in discharge to the septic system (AA only)
- Ponds - Dredging of existing ponds or creation of a recreational pond (size___), not requiring a Mined Land Reclamation Permit
- Habit Enhancement - Waterfowl/wildlife habitat creation projects with no wetland fill
- Vegetation Cutting
 - Selective cutting, but not eliminating vegetation
 - Adjacent area (less than ¼ acres, 2 or less times per year)
 - Freshwater wetland (less than ¼ acre, once per year)
 - Clear cutting vegetation, other than trees
 - Adjacent area (less than ¼ acre, at least 25 feet from wetland edge)
 - Clear cutting trees
 - Adjacent Area (less than ¼ acre, not for future development)
- Temporary Access Roads - Temporary access roads where impacts are temporary in nature (AA only)

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

ITEM A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee 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 citizen claims, suits, or actions naming 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 from the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The Permittee is responsible for obtaining any other permits, approval, lands, easements and right-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 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.

GENERAL CONDITIONS

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 ASPA 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 OR MODIFICATIONS

The permittee must submit a separate written application to the Department for 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.

The permittee must submit a renewal application at least:

- a) 180 days before expiration of permits for State Pollutant Discharge Elimination System (SPDES), Hazardous Waste Management Facilities (HWMF), major Air Pollution Control (APC) and Solid Waste Management Facilities (SWMF)
- b) 30 days before expiration of all other permit types. Submission of applications for permit renewal or modification are to be sent to NYSDEC Regional Permit Administrator, Region 4, 1130 North Westcott Road, Schenectady, NY 12306

4. PERMIT MODIFICATIONS, SUSPENSIONS AND REVOCATIONS BY THE DEPARTMENT

The Department reserves the right to modify, suspend or revoke this permit in accordance with 6 NYCRR Part 621. 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.

ADDITIONAL GENERAL CONDITIONS

For articles 15 (Title 5), 24, 25, 34, 36, and 6 NYCRR Part 608

1. 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 there by without expense to the State. 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.
2. 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.
3. Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, consent or approval from the U. S. Army Corps of Engineers, U. S. Coast Guard, New York State Office of General Services or local government which may be required.
4. 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.
5. Any material dredged in the conduct of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.

6. There shall be no unreasonable interference with navigation by the work herein authorized.
7. If upon 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 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.
8. If granted under NCCR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301,302, 303, 306, and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

SPECIAL CONDITIONS
For articles 24 and 15

1. All work shall be done in accordance with the plans approved by NYSDEC for construction. Any modifications to these plans that will affect the indicated waterbody, wetland or adjacent area must be approved by the Department prior to being undertaken. Work and ground or waterway/wetland disturbance is strictly limited to the areas approved by this permit and shown on the approved plans.
2. The permittee shall notify the Regional Permit Administrator 3-5 days prior to the commencement of work. Notification may be made by completing and mailing the official postcard to the Regional Permit Administrator.
3. Prior to the expiration date of this permit or within 30 days of the completion of the authorized work, whichever is earlier, color photographs shall be taken from at least two different angles showing the completed work, and submitted to the Regional Permit Administrator.

EROSION AND SEDIMENT CONTROLS

1. Filter fabric barriers, silt fencing, or other methods to control erosion are to be used on the down slope edge of any disturbed areas. These erosion/sediment controls are to be put in place before any disturbance of the ground occurs and are to be maintained in good working order until all disturbed land is heavily vegetated. Said structures must remain "in-place" in good working order throughout construction and shall remain until final grading has been completed and final seeding has been established.
2. Any excavated soil shall be suitably retained and covered so that there is no turbid runoff discharged either directly or indirectly into any waterway or wetland.
3. All unused, excavated materials and/or construction debris, shall be immediately removed, upon completion of construction, a minimum of 100 feet from the waterbody or wetland or flood plain.
4. All areas of soil disturbance resulting from this project shall be shaped/graded, and seeded with an appropriate perennial grass seed (Free of other invasive species such as purple

loosestrife) and mulched within one week of final grading. Mulch shall be maintained until a suitable vegetative cover is established.

5. If seeding is impracticable due to the time of year, a temporary mulch (free of other invasive species such as purple loosestrife) shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.

POLLUTION CONTROLS

1. There shall be no discharge of sediment or turbid waters to wetlands or water bodies. In the case of stream work, the water below the work area shall remain as clear as the flowing water above the work site.
2. During construction, no wet or fresh concrete or leachate shall be allowed to escape into the waters of New York state, nor shall washings from Redi-Mix trucks, mixers or other devices be allowed to enter any wetland or waters.
3. Equipment operation in the water is prohibited.
4. Disturbance to the bed and banks of the stream shall be kept to the minimum necessary to complete the project.

ADDITIONAL SPECIAL CONDITIONS THAT MAY APPLY TO THIS PERMIT:

STREAM ACTIVITIES:

1. In-stream or stream bank work may only be conducted between June 15 and September 30.
2. The work area shall be isolated from the flowing stream by use of sandbags, cofferdam, or piping or pumping around the work area. Waters accumulated in the isolated work area shall be discharged to an upland settling basin, field or wooded area to provide for settling and filtering of solids and sediments before water is returned to the stream. Return waters must be clear as the flowing water upstream from the work area.

STABILIZATION

Rip rap shall be placed at a one foot vertical to two foot horizontal or flatter slope.

SANCTIONS

SC-19.5.1.

If contractor cannot meet the MBE/WBE participation goals, he must document to the Albany County MBE officer, with a copy to the County Engineer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract, including withholding future payments under the contract involved; disqualification of the contractor from future contracting opportunities for a period not to exceed two years, and cancellation of the contract and declaration of forfeiture of the performance bond.

SC-19.5.2.

A decision by the Albany County MBE officer to invoke the above sanctions shall be issued in writing by registered mail. The contractor shall have ten days from receipt of the decision to appeal the MBE officer's decision to the Grievance Committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten days by registered mail (or hand delivery in the case of the MBE officer's copy).

STANDARDS

SC-19.6.1.

A Minority Business Enterprise (MBE) shall be any business enterprise which is at least fifty-one percent (51%) owned, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity. (Minority personas as defined below.)

A Woman Business Enterprise (MBE) shall be any business enterprise which is at least 51% owned, or in the case of a publicly-owned business, at least 51% of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. (Women as defined below.) WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

SC-19.6.3.

The minority/women ownership of such business is a profit making venture engaged in the contracting of goods and services, and is organized as one of the following:

- 1) Sole proprietorship
- 2) Partnership/Joint Venture—Two minorities/women
- 3) Joint Venture—Minority/Women contractor with majority (maximum majority involvement is 49%).
- 4) Corporation

SC-19.6.4.

The minority/women owner(s) shall possess the authority to direct daily business operations and enforce policies of the firm. Specifically, the minority/women owner(s) must exercise routine ongoing management responsibilities, including but not limited to:

- 1) Sharing in all benefits and liabilities in proportion to invested ownership percentage;
- 2) Authorizing and processing payrolls and payables;
- 3) The authorizing of all personnel actions, hiring, promotion and terminations.

SC-19.6.5.

An approved MBE/WBE subcontractor shall not include any enterprise whose principal officer, superintendent, foreman or any other similar supervisor type personnel was in the employ of the low bidder (prime) during the period of time six months prior to the date of the bid announcement and extending to the date of the bid opening.

SC-19.6.6.

Minority/women ownership and control shall be real and continuing and shall not be created solely to take advantage of special programs provided for minority/women business development. Certification shall be denied businesses not controlled by minority or women business persons.

A majority firm may be considered as controlling or having the power to control a minority/women firm when one or more of the following circumstances are found to exist and it is reasonable to conclude that under the circumstances, such majority firm is directing or influencing or has the power to direct or influence the operation of the minority/women firm.

1. Interlocking Management: Officers, directors, employees or principal stockholders of the majority firm serve as officers of the minority/women firm.
2. Common Facilities: The majority firm shares common office space and/or employees and/or other facilities with the minority/women firm.

DEFINITIONS

SC-19.7.1.

Minorities: Persons form categories B, C, D or E of the following groups:

- A) White (not Hispanic origin) - a person having origins in any of the original peoples of Europe, excluding Spain and Portugal.
- B) Black: (not of Hispanic origin) - a person having origins in any of black racial groups of the original peoples of Africa.
- C) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- D) Asian or Pacific Islander: a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.
- E) American Indian or Alaskan Native: a person having origins in an of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

SC-19.7.2.

Women: Persons of the feminine gender who are not otherwise classified as a minority.

SC-19.7.3.

Albany County MBE Officer:

Jennifer Clement
Albany County Dept. of Human Resources
112 State Street, Room 1100
Albany, New York 12207
(518) 447-7010

ARTICLE SC-20 – NYSDEC SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY PERMIT NO. GP-0-24-001

STATEMENT OF POLICY

Albany County is required to comply with Section 402 of the Clean Water Act (“CWA”) which states that a General Permit GP-0-24-001 is mandated for stormwater discharges into waters of the United States from construction activities that disturb one or more acres of land. Federal regulation 40 CFR Part 122 prohibits point source discharges of stormwater to waters of the United States without a permit issued under the National Pollutant Discharge Elimination System (NPDES). New York State is delegated by the United States Environmental Protection Agency (EPA) to administer its State Pollutant Discharge Elimination System (SPDES). To obtain coverage under the GP-0-24-001, Albany County has filed a Notice of Intent (NOI) with New York State Department of Environmental Conservation (NYSDEC) and completed a Stormwater Pollution Prevention Plan (SWPPP) for these actions. The SWPPP is a plan for controlling runoff and pollutants from a site during and after the proposed construction activities. The principle objective of the SWPPP is to comply with DEC SPDES Stormwater Permit for construction activities by planning and implementing the following practices:

- Reduction or elimination of erosion and sediment loading to water bodies during construction.
- Control of the impact of stormwater runoff on the water quality of receiving waters.
- Control of the increased volume and peak rate of runoff during and after construction.
- Maintenance of stormwater controls during and after completion of construction.

The SWPPP for this proposal will include following measures:

- Satisfy all 16 components of a basic SWPPP (erosion and sediment control).
- Meet the standards in the Erosion and Sediment Control and SW Management Design Manuals (or otherwise meet the requirements of GP-0-24-001).
- Require contractor certification statements stating that the contractor will agree to comply with the terms and conditions of the SWPPP.
- Require proper operation and maintenance of stormwater facilities during construction.
- Have a process for review of SWPPP.
- Require site self inspections as in GP-0-24-001.
- Have enforcement procedures during and after construction.
- Require construction site operators to control waste.
- Procedures for receipt and consideration of information submitted by the public.

Albany County, will ensure that the provisions of the SWPPP are implemented and will ensure that the successful bidder will provide the certification of the SWPPP in accordance with the provisions of the General Permit. The successful bidder shall designate to the engineer an erosion and sediment control supervisor/certified professional with adequate training, experience and authority to implement and maintain all erosion and sediment control measures required by the SWPPP and SPDES General Permit for Storm Water Discharges on the proposed construction project.

**ARTICLE SC-21 – NYSDEC GENERAL PERMIT FOR CONSTRUCTION ACTIVITY
STANDARDS OF PERFORMANCE
INSTALLATION SPECIFICATIONS FOR CULVERTS, EROSION, SEDIMENTATION
AND TURBIDITY CONTROLS, WORK PROCEDURES AND SITE RESTORATION**

STATEMENT OF POLICY

The County of Albany in compliance with New York State Department of Environmental conservation (NYSDEC) and in accordance with the following Environmental Conservation Laws (ECL), Article 15, Title 5; 6NYCRR 608, Article 24; 6NYCRR 663 Freshwater wetlands, and 6NYCRR608 Water Quality Certification permits must address regulated activities through the use of a General Permit (R4-05-01). Authorized activities follow all conditions listed in a specific permit for a proposed activity.

It is the intent of this General Permit to facilitate Albany County Department of Public Works projects, to preserve to the fullest, the quality of the water resources, and to remain consistent with the best interests of the public.

WATERS REQUIRING COVERAGE BY A GENERAL PERMIT

All waters in the County of Albany classified A or B, and C, with a standard (T) or (TS), by the Department of Environmental Conservation, as well as waters considered navigable, regardless of their classification. Verification regarding the classification of a water body may be obtained by contacting the DEC regional office or sub-office. Water quality standards, in particular, the standard for turbidity, which is no visible contrast, must be maintained in all waterways, regardless of classification.

WORK REQUIRING AUTHORIZATION BY A GENERAL PERMIT:

Construction of:

Deck/Patio/Porch (Authorized Activities only)	Garage/Carport/Shed (AA only)
Septic system (AA only)	Driveway (AA only)
Seasonal Docks	Culvert/bridge replacement/repair
Utilities for single residence	Individual residential well
Dry Hydrant installation	Existing boat launch replacement
Swimming pool (AA only)	Utility line stream crossings
New rip rap (<300', not in FWW)	Raised walkways (With no fill)

- Highway maintenance & repair, involving 300' or less of stream bank, with minor impacts to FWW/AA
- Emergency Stream Repair (as a result of natural disasters) including stabilization, debris removal, gravel removal bridge/culvert repair and replacement, and realignments.
- Stream Restoration/Stabilization/Rip Rap – 300' of stream bank or less
- Stormwater/Drainage Systems - Modification of existing stormwater or drainage systems
- Municipal Utilities-Municipal utilities installation (water/sewer/electrical/communication) with temporary impacts
- Pesticides - Pesticide application for control of weeds, mosquitoes, or utility right-of-way management, conducted in the adjacent area of private residence (individual homeowners only)
- Landscaping - Minor fill and grading in pre-disturbed (lawn) areas (AA only)

- Additions - Addition to an existing structure that does not result in any increase in bedrooms, bathrooms or any room that may cause an increase in discharge to the septic system (AA only)
- Ponds - Dredging of existing ponds or creation of a recreational pond (size___), not requiring a Mined Land Reclamation Permit
- Habit Enhancement - Waterfowl/wildlife habitat creation projects with no wetland fill
- Vegetation Cutting
 - Selective cutting, but not eliminating vegetation
 - Adjacent area (less than ¼ acres, 2 or less times per year)
 - Freshwater wetland (less than ¼ acre, once per year)
 - Clear cutting vegetation, other than trees
 - Adjacent area (less than ¼ acre, at least 25 feet from wetland edge)
 - Clear cutting trees
 - Adjacent Area (less than ¼ acre, not for future development)
- Temporary Access Roads - Temporary access roads where impacts are temporary in nature (AA only)

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

ITEM A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee 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 citizen claims, suits, or actions naming 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 from the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The Permittee is responsible for obtaining any other permits, approval, lands, easements and right-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 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.

GENERAL CONDITIONS

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 ASPA 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 OR MODIFICATIONS

The permittee must submit a separate written application to the Department for 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.

The permittee must submit a renewal application at least:

- a) 180 days before expiration of permits for State Pollutant Discharge Elimination System (SPDES), Hazardous Waste Management Facilities (HWMF), major Air Pollution Control (APC) and Solid Waste Management Facilities (SWMF)
- b) 30 days before expiration of all other permit types. Submission of applications for permit renewal or modification are to be sent to NYSDEC Regional Permit Administrator, Region 4, 1130 North Westcott Road, Schenectady, NY 12306

4. PERMIT MODIFICATIONS, SUSPENSIONS AND REVOCATIONS BY THE DEPARTMENT

The Department reserves the right to modify, suspend or revoke this permit in accordance with 6 NYCRR Part 621. 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.

ADDITIONAL GENERAL CONDITIONS

For articles 15 (Title 5), 24, 25, 34, 36, and 6 NYCRR Part 608

1. 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 there by without expense to the State. 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.
2. 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.
3. Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, consent or approval from the U. S. Army Corps of Engineers, U. S. Coast Guard, New York State Office of General Services or local government which may be required.
4. 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.
5. Any material dredged in the conduct of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.

6. There shall be no unreasonable interference with navigation by the work herein authorized.
7. If upon 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 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.
8. If granted under NCCR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301,302, 303, 306, and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

SPECIAL CONDITIONS
For articles 24 and 15

1. All work shall be done in accordance with the plans approved by NYSDEC for construction. Any modifications to these plans that will affect the indicated waterbody, wetland or adjacent area must be approved by the Department prior to being undertaken. Work and ground or waterway/wetland disturbance is strictly limited to the areas approved by this permit and shown on the approved plans.
2. The permittee shall notify the Regional Permit Administrator 3-5 days prior to the commencement of work. Notification may be made by completing and mailing the official postcard to the Regional Permit Administrator.
3. Prior to the expiration date of this permit or within 30 days of the completion of the authorized work, whichever is earlier, color photographs shall be taken from at least two different angles showing the completed work, and submitted to the Regional Permit Administrator.

EROSION AND SEDIMENT CONTROLS

1. Filter fabric barriers, silt fencing, or other methods to control erosion are to be used on the down slope edge of any disturbed areas. These erosion/sediment controls are to be put in place before any disturbance of the ground occurs and are to be maintained in good working order until all disturbed land is heavily vegetated. Said structures must remain "in-place" in good working order throughout construction and shall remain until final grading has been completed and final seeding has been established.
2. Any excavated soil shall be suitably retained and covered so that there is no turbid runoff discharged either directly or indirectly into any waterway or wetland.
3. All unused, excavated materials and/or construction debris, shall be immediately removed, upon completion of construction, a minimum of 100 feet from the waterbody or wetland or flood plain.
4. All areas of soil disturbance resulting from this project shall be shaped/graded, and seeded with an appropriate perennial grass seed (Free of other invasive species such as purple

loosestrife) and mulched within one week of final grading. Mulch shall be maintained until a suitable vegetative cover is established.

5. If seeding is impracticable due to the time of year, a temporary mulch (free of other invasive species such as purple loosestrife) shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.

POLLUTION CONTROLS

1. There shall be no discharge of sediment or turbid waters to wetlands or water bodies. In the case of stream work, the water below the work area shall remain as clear as the flowing water above the work site.
2. During construction, no wet or fresh concrete or leachate shall be allowed to escape into the waters of New York state, nor shall washings from Redi-Mix trucks, mixers or other devices be allowed to enter any wetland or waters.
3. Equipment operation in the water is prohibited.
4. Disturbance to the bed and banks of the stream shall be kept to the minimum necessary to complete the project.

ADDITIONAL SPECIAL CONDITIONS THAT MAY APPLY TO THIS PERMIT:

STREAM ACTIVITIES:

1. In-stream or stream bank work may only be conducted between June 15 and September 30.
2. The work area shall be isolated from the flowing stream by use of sandbags, cofferdam, or piping or pumping around the work area. Waters accumulated in the isolated work area shall be discharged to an upland settling basin, field or wooded area to provide for settling and filtering of solids and sediments before water is returned to the stream. Return waters must be clear as the flowing water upstream from the work area.

STABILIZATION

Rip rap shall be placed at a one foot vertical to two foot horizontal or flatter slope.

CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project
Town of East Berne
Albany County, NY

PLAN INDEX		
SHEET NO.	DESCRIPTION	DRAWING NO.
1	TITLE SHEET	COVER
2	ESTIMATE, INDEX OF DRAWINGS AND BASELINE TIES	IND-01
3	POINT LEGEND	LEG-1
4	LINE LEGEND	LEG-2
5	GENERAL NOTES	GNN-1
6	WORK ZONE TRAFFIC CONTROL - 1	WZTC-1
7	WORK ZONE TRAFFIC CONTROL - 2	WZTC-2
8	HIGHWAY GENERAL PLAN	GP-1
9	FINAL GRADING PLAN	GD-1
10	BRIDGE GENERAL PLAN AND ELEVATION	ST-1
11	TYPICAL SECTIONS	ST-2
12	PROFILE	ST-3
13	SOIL BORING LOG - 1	BLP-1
14	SOIL BORING LOG - 2	BLP-2
15	EARTHWORK PLAN	ST-4
16	EARTHWORK SECTIONS	ST-5
17	BEGIN PILE PLAN AND DETAILS	ST-6
18	END PILE PLAN AND DETAILS	ST-7
19	FOOTING & WINGWALL REINFORCEMENT PLAN & SECTIONS	ST-8
20	FRAMING PLAN AND SECTION	ST-9
21	STRUCTURE DETAILS - 1	ST-10
22	MISCELLANEOUS TABLES AND DETAILS	MST-01
23	RAILING PLAN AND DETAILS	ST-11
24	TRANSITION RAILING DETAILS - 1	ST-12
25	TRANSITION RAILING DETAILS - 2	ST-13
26	TRANSITION RAILING DETAILS - 3	ST-14

DIVISION I - GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK

- A. The work will include, but not necessarily be limited to the following:

This is a bridge replacement project that includes removing the existing corrugated metal pipes, adjusting the existing stream profile, performing stream reconstruction, installing concrete footing dowel into bedrock, installing a precast three-sided concrete structure with cast-in-place concrete footings and wingwalls, and roadway reconstruction within the project limits.

1.02 CONTRACTS

- A. Only one contract will be awarded by owner for the total work as indicated in the contract documents.

1.03 WORK BY OTHERS:

A. Work by owner and/or utility companies will be conducted before, during and/or after the course of this project. The specific items of work to be done by others are shown or indicated on the plans.

B. Owner and other contractors at the site, shall make a concerted effort to accommodate this contractor should more than one contractor have to occupy the site at the same time.

1.04 WORK SEQUENCE:

- A. Work shall progress in an orderly and logical sequence. Contractor shall submit to engineer for approval, in accordance with Section 01310 - CONSTRUCTION SCHEDULES, a written plan of procedure and chronological construction program.

1.05 CONTRACTOR USE OF PREMISES:

A. Contractor shall restrict his activities to the immediate roadway area shown on the plans within the right-of-way.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

C. Other contractors and/or employees of owner, other governing bodies and public utility companies may for all necessary purposes, enter upon the work premises used by contractor and contractor shall give reasonable access and assistance for the completion of the adjoining work.

- D. Contractor shall provide material and equipment necessary for first aid treatment of injured persons. He shall have a standing arrangement for the treatment and/or removal to a hospital of any person working on the project who may become ill or injured.
- E. Contractor shall immediately notify the owner and engineer of any accidents involving persons or property that occur on the project. Contractor shall make a written report regarding all accidents on the project, and shall include all pertinent information, including statements from any witnesses.
- F. Sanitary facilities for the use of all persons working on the project, shall be provided and maintained by contractor in sufficient number and location as is consistent with the work in progress. Contractor shall prohibit the committing of nuisances on the project and shall discharge any employee who does.

SECTION 01016 - MAINTENANCE OF OPERATION

PART 1 GENERAL

1.01 MAINTENANCE AND PROTECTION OF TRAFFIC:

- A. Contractor shall maintain traffic on both approaches to all driveways and protect the public from damage to person and property, within the limits of and for the duration of the contract.
- B. Where driveway access will be hindered during construction, the contractor shall notify and coordinate with homeowner in advance, and by the end of each day there shall be access to all driveways.

SECTION 01041 - COORDINATION WITH UTILITIES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Location of utilities, public and/or private, indicated on the plans as existing and/or to be constructed, are approximate only. Additional utility lines, whether abandoned or in service, may also exist.
- B. Contractor shall conduct his operations so as to prevent damage to existing utilities. He shall make such inquiries and/or explorations as may be necessary to determine the dimensions and locations of utility lines that may be subject to damage. Notification to the various owners of facilities shall be given in accordance with New York State Industrial Code 53.
- C. Prior to commencement of construction, contractor shall call Dig Safe NY (800-962-7962), plus all effected non-member utilities, to have all underground utilities located.
- D. Contractor shall satisfy himself as to the exact location of utility lines and shall protect and support in a suitable manner, all utilities encountered in his work. Contractor shall make good any damage to those utilities caused by his operations. If the nature of damage is such as to endanger the satisfactory operations of the utilities and necessary repairs are not immediately made by contractor, the work may be done by the respective utility companies and the cost thereof charged against the contractor.
- E. In the event contractor damages an existing utility service causing an interruption of said service, he shall immediately notify said utility and with their approval, shall immediately commence work to restore that service, not stopping until service is restored.
- F. Prior to commencement of construction, contractor shall meet with all known public and private utility companies occupying the work site. Contractor shall, at this meeting, inform the utility companies of his schedule of operations and so coordinate his work with these companies. Contractor shall keep all utility companies informed, in a timely manner, of any changes in this schedule.

SECTION 01045 - MATCHING NEW TO PRESENT WORK

PART 1 GENERAL

1.01 DESCRIPTION:

- A. Contractor will be responsible to match all cutting or patching required during construction of the new work to the present work in material and finish.

PART 2 PRODUCTS

2.10 MATERIALS:

- A. General: To match existing material per the applicable technical specification.
- B. Tack Coat: Asphalt Emulsion for Tack Coat to meet the requirements of Material Designation 702-90 in Section 702 - Bituminous Materials of the NYSDOT Standard Specifications.

PART 3 EXECUTION

3.01 METHOD:

- A. General: Per applicable technical specifications.
- B. In Existing Asphalt or Portland Cement Concrete Pavements:
 - 1) The exposed edge of all existing pavements or overlays at termination details, side streets, driveways, sidewalks or trench areas that will become part of a joint with new asphalt concrete pavement shall be saw cut perpendicular to the roadway surface along neat lines and to the depth indicated on the plans or typical sections or as ordered by the engineer. A power saw, approved by the engineer, shall be used for cutting all asphalt or portland cement concrete pavements or overlays.
 - 2) After the existing pavement or overlay has been saw cut through, contractor may use pry bars, pneumatic tools or other methods approved by the engineer to pry loose the existing pavement to be removed from that which is to remain. A pavement breaker may be used, under the supervision of the engineer, to break up the pavement to be removed after the pavement has been completely saw cut through and is completely free from that which is to remain.
 - 3) Care shall be taken not to disturb or damage existing pavement or curbs that are to remain.
 - 4) A coat of bituminous tack coat shall be applied to the existing pavement surfaces and edges that will be in contact with new asphalt concrete pavement in accordance with the requirements of Item #407.0102 – Diluted Tack Coat, in order to provide a bond between the remaining existing pavement and the new pavement.

PART 4 PAYMENT

No direct measurement or payment will be made for work necessary to comply with these provisions. The cost thereof shall be included in the price bid for the various pertinent items.

SECTION 01051 - GRADES, LINES AND LEVELS

PART 1 GENERAL

1.01 STATIONING:

- A. The project stationed centerline established by engineer is shown on the plans.
- B. Contractor shall be responsible for accuracy of his work and shall maintain all reference point stakes, etc. throughout life of contract. Damaged, destroyed or inaccessible reference points, bench marks or stakes shall be replaced by contractor. Existing or new control points that will be or are destroyed during construction shall be reestablished and all reference ties recorded therefor shall be furnished to engineer. All computations necessary to establish the exact position of the work from control points shall be made and preserved by contractor.
- C. All instruments, equipment, stakes and other material necessary to perform the work shall be provided by contractor.
- D. Unless specifically included in the bid schedule, there shall be no separate payment for this work.

SECTION 01060 - REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 APPLICABLE CODES:

- A. All workmanship and materials shall conform to all State laws, local ordinances, utility company regulations and applicable codes and standards. In case of conflict with the contract drawings and specifications, such laws, regulations and codes shall govern, except that the contract drawings and specifications shall apply wherever they may require workmanship or materials other than required by the codes and standards. Applicable codes and standards shall include all pertinent requirements of the following organizations:

IRI	- Industrial Risk Insurers
NFPA	- National Fire Protection Association
UL	- Underwriters Laboratory, Inc.
FM	- Associated Factory Mutual Laboratories
ASTM	- American Society for Testing & Materials
ACI	- American Concrete Institute
AWWA	- American Water Works Association
ANS	- American National Standard, as approved by the American National Standards Institute, Inc. (ANSI)
AIEE	- American Institute of Electrical Engineers
ASME	- American Society of Mechanical Engineers
AWPA	- American Wood Preservers Association
AWPB	- American Wood Preservers Bureau
AWPI	- American Wood Preservers Institute
CRSI	- Concrete Reinforcing Steel Institute
HI	- Hydraulic Institute
IPCEA	- Insulated Power Cable Engineers Association
NBS	- National Bureau of Standards
SPIB	- Southern Pine Inspection Bureau
WCLA	- West Coast Lumbermen's Association
AASHTO	- American Association of State Highway and Transportation Officials
IEEE	- Institute of Electrical and Electronic Engineers, Inc.
NEC	- National Electric Code of the National Board of Fire Underwriters
NBFU	- National Board of Fire Underwriters
NEMA	- National Electric Manufacturers Association
FAA	- Federal Aviation Administration

1.02 NON-COMPLIANCE:

- A. Should the contractor perform any work that does not comply with the requirements of the applicable building codes, State laws, local ordinances and industry standards, he shall bear all costs arising in correcting the deficiencies.

SECTION 01085 - SUBSURFACE STRUCTURES AND ALL UTILITIES

PART 1 GENERAL

1.01 DESCRIPTION:

- A. When, in the course of the work, water lines, sewers, drains, pipe lines, subsurface structures and/or utilities are parallel to or in close proximity of the work and are to be removed, relocated or altered, said removal, relocation or alteration shall be in strict accordance with the requirements and specifications of the owner of said facilities at the contractor's expense.
- B. In addition, the contractor shall pay particular attention to poles, pole lines, overhead wires and all other facilities above ground that will be in conflict with the work. The contractor shall follow the same procedures outlined herein for underground facilities.
- C. No claim for additional compensation will be allowed on account of any delay occasioned by the relocation of the owner's facilities or the relocation or removal of the pipe lines, subsurface structures and/or utilities above and below ground necessary for the construction of the owner's facilities. The entire cost of any changes, relocation of or temporary removal or replacement of all pipe lines, subsurface structures and/or utilities which are not the responsibility of the owner of the facilities shall be included in lump sum bid price.

SECTION 01152 - APPLICATIONS FOR PROGRESS PAYMENTS

PART 1 GENERAL

Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including the applications at times of substantial completion and final payment.

1.01 PROGRESS PAYMENTS:

A. Payment Application Forms:

1. Albany County Claim Form
2. Application for Payment
3. Above forms are available from:

Albany County Department of Public Works
449 New Salem Road
Voorheesville, New York 12186
(518) 765-2786

B. Payment Application Times:

1. On last day of month, contractor, in cooperation with engineer, shall make an estimate of value of work done and materials incorporated into the work. Whenever such estimate of work done since last previous Application for Payment exceeds 5% of the contract price or \$1,000, whichever is the lesser, contractor shall complete required payment application forms and promptly submit same to engineer for approval and submission to owner.
2. Owner shall promptly prepare Albany County Claim Form and necessary attachments and submit to contractor for signatures to complete execution.
3. Contractor shall then return executed copies of Albany County Claim Form and necessary attachments to owner for payment.
4. "Period of work" covered by each payment request is period ending on last day of month and starting on day after last day of previous period.

C. Payment of Stored Materials and Equipment:

1. Owner will pay for stored materials and equipment only if said material and equipment is in short and/or critical supply or has been specifically fabricated for the project and providing requirements of paragraph 14.2 of General Conditions have been met.

D. Application Preparation:

1. Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized (president, partner, corporate officer) persons. Incomplete applications will be returned by engineer without action. Entries must match current data on schedule of values; progress schedules and reports. Listing must include amounts of Change Orders issued and approved by the County Legislature prior to last day of the "period of work" covered by the application (copy of Change Order is attached).

E. Application at Time of Substantial Completion:

1. Following the issuance of engineers "Certificate of Substantial Completion", on the contractor's work, and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by contractor. The principal administrative actions and submittals which must precede or coincide with such special applications, can be summarized as follows, but not necessarily by way of limitation:
 - a) Listing of contractor's incomplete work (punch list), recognized as exceptions to engineer's Certificate of Substantial Completion.
 - b) Advice to owner on coordination of shifting insurance coverage, including proof of extended coverage as required.
 - c) Application for reduction of retainage.
 - d) The following executed documents:
 1. Contractor's Affidavit of Payment of Debts and Claims (use attached form).
 2. Contractor's Affidavit of Release of Liens (use attached form).
 3. Waiver of Liens from contractor and all subcontractors, material men and suppliers.
 4. Consent of Surety to Reduction in or Partial Release of Retainage (use attached form).

F. Semifinal Payment Application:

1. The administrative actions and submittals which must precede or coincide with submittal of contractor's semifinal payment application can be summarized as follows, but not necessarily by way of limitation:
 - a) Completion of project close-out requirements.
 - b) Completion of items (punch list) specified for completion beyond time of substantial completion.
 - c) Transmittal of required project construction records to owner.

- d) Removal of temporary facilities, services, surplus materials, rubbish and similar elements.

G. Final Payment Application:

- 1. The administrative actions and submittals which must precede or coincide with submittal of contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:
 - a) Completion of any and all project warranty and guarantee work correcting defective work.
 - b) Submission of executed Consent of Surety to Final Payment (use attached form).

H. Payment Application Transmittal:

- 1. Contractor shall submit four executed copies of each Albany County Claim Form and payment application, complete with waivers of liens and similar attachments. Transmit all copies with a transmittal form listing those attachments and appropriate information related to application, to owner for payment.

CLAIM FORM

TAX EXEMPT

TAX ID NO. ▶ 14 - 6002563

SOLD TO **COUNTY OF ALBANY,**
NEW YORK

CLAIMANT

LEAVE THESE SPACES BLANK

RECEIVED FOR AUDIT	AMOUNT
ORDER	EXTENSIONS
CLAIM APPROVED THIS DATE	FOR \$
20	
SIGNED :	AUDITOR
DATE PAID	CHECK NO.

OFFICE OR DEPARTMENT: **Public Works** CODE

P.O. NO.	QUANTITY	DESCRIPTION OF ITEMS OR WORK PERFORMED	UNIT PRICE	AMOUNT
		Project No. 23-C583 CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project Req. # _____ from _____ to _____ Original Contract Price Change Orders # _____ Per Resolution No. _____ of _____ Current Contract Price	\$	\$
		Total Work Completed to Date 100% of Items Stored But Not Installed LESS Retainage of _____ % LESS All Previous Billings		\$ () ()
Claims must be rendered in DUPLICATE to head of department for which services or materials are furnished.			TOTAL	\$

CERTIFICATE OF CLAIMANT

I, _____ do hereby certify
(Print or type name of person certifying, whether claimant, member of firm or officer of corporation)

that I am _____ (If individual, leave blank; if partner, write "a member of the firm (naming the firm)"; If corporation, title of officer and name of corporation) and that this claim is true and correct and that the amount claimed is due, owing and unpaid; that the services were actually rendered, the disbursements actually and necessarily made or the supplies or equipment actually delivered and that the consideration has passed to the County of Albany as stated herein; that no Federal or State taxes for which the County is exempt are included in the purchase price. Certified true and correct.

NOTICE OF INDIVIDUAL CLAIMANTS

If this claim is being submitted for payment to an individual for services rendered or for any reason other than reimbursement of expenses incurred on county business, you must supply your Fed Tax ID No. or your Social Security No. in the space provided.

Federal Tax Identification No. or Social Security No.	
---	--

Claimant

By

Dated _____

CERTIFICATE OF APPROVAL BY DEPARTMENT HEAD OR OFFICER THROUGH WHOM CLAIM ORIGINATED

I hereby certify that the services enumerated in this claim were actually rendered by the persons named; the disbursement made; or the supplies of equipment were actually delivered, accepted, counted and inspected by me and are satisfactory and of the quantity specified in such claim., that the contract price has been earned; that the services, disbursements, supplies or equipment were necessary and have been, or will be, applied to the use of this department.

Dated _____
Head of Department

Invoiced price of materials and equipment in short and/or critical supply or specifically fabricated for project, not incorporated in above work completed, but delivered and suitably stored as approved by owner:

(Itemize and attached invoice)

Item	Amount
	\$
Total items stored but not installed (Transfer to County Claim Form)	\$

Contractor's Certification:

The undersigned contractor certifies that: 1) all previous progress payments received from owner on account of work done under the contract referred to above have been applied to discharge in full, all obligations of contractor incurred in connection with work covered by prior Applications for Payment numbered 1 through _____, inclusive; 2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to owner); and 3) that the work covered by this Application for Payment has been completed in accordance with the contract documents.

Dated _____, 20__ Contractor: _____

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public: _____

My Commission Expires: _____

Engineer's Recommendation:

This Application for Payment (with accompanying documentation) meets the requirements of the contract documents and payment of the AMOUNT DUE THIS PERIOD as indicated on the attached County Claim Form, is recommended.

Dated _____, 20__ Engineer: _____

By: _____



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186
(518) 765-2786 FAX (518) 765-3459
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

CHANGE ORDER # _____

Date: _____

PROJECT IDENTIFICATION:

Project No: 23-C583
Title: CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

CONTRACTOR:

The following changes that should be made to this contract are listed below:

Contract price prior to this Change Order: \$ _____
Net _____ resulting from this Change Order: \$ _____
New contract price, including this Change Order, will be: \$ _____

Contract time prior to this Change Order: _____
Net _____ resulting from this Change Order: _____
New contract time, including this Change Order, therefore is: _____

NATURE OF CHANGES:

The above changes are recommended:

BY: Albany County Department of Public Works

Lisa M. Ramundo, PE
Commissioner

Date

CONSENT OF SURETY
TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

TO: COUNTY OF ALBANY (OWNER)
Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

Project Identification: Project No. 23-C583 (BID #2024-127)
CR2 (Cole Hill Road) over Fox Creek
Bridge Replacement Project

In accordance with the provisions of the contract between the owner and the contractor for the above project, the (insert name and address of surety) _____

_____,
surety, on bond of (insert name and address of contractor) _____

_____,
Contractor, hereby approves the reduction in or partial release of retainage to the contractor as follows: _____

The surety agrees that such reduction in or partial release of retainage to the contractor shall not relieve the surety of any of its obligations to the County of Albany, owner, as set forth in the said surety's bonds.

IN WITNESS WHEREOF,
The surety has hereunto set its hand this _____ day of _____, 20_____.

Surety

Signature of Authorized Representative

Title

Attest:

(Seal):

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**

To: COUNTY OF ALBANY (OWNER)
Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

Project No: 23-C583
CR2(Cole Hill Road) over
Fox Creek Bridge
Replacement Project

State of _____

County of _____

The undersigned, pursuant to Article 14 of the General Conditions of the Construction Contract, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the owner, the contractor shall furnish bond satisfactory to the owner for each exception.)

CONTRACTOR: _____

Address: _____

By: _____

Name: _____

Subscribed and sworn to before me this

____ day of _____, 20__.

Notary Public, State of _____

My Commission Expires: _____

Supporting Documents attached hereto:

1. Consent of Surety to Final Payment.
2. Contractor's Affidavit of Release of Liens.

**CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS**

To: COUNTY OF ALBANY (OWNER)
Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

Project No. 23-C583
CR2 (Cole Hill Road) over
Fox Creek Bridge
Replacement Project

State of _____

County of _____

The undersigned, pursuant to Article 14 of the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto, include the contractor, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the owner arising in any manner out of the performance of the contract references above.

EXCEPTIONS: (If none, write "None". If required by the owner, the contractor shall furnish bond satisfactory to the owner for each exception.)

CONTRACTOR: _____

Address: _____

By: _____

Name: _____

Subscribed and sworn to before me this

_____ day of _____,

_____, 20____.

Notary Public, State of _____

My Commission Expires: _____

Supporting Documents attached hereto:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers, accompanied by a list thereof.

CONSENT OF SURETY TO FINAL PAYMENT

To: COUNTY OF ALBANY (OWNER)
Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

Project No. 23-C583
CR2 (Cole Hill Road) over
Fox Creek Bridge
Replacement Project

In accordance with the provision of the contract between the owner and the contractor for the above project, the (insert name and address of surety) _____

_____, Surety, on bond

of (insert name and address of contractor) _____

_____, contractor,

hereby approves of the final payment to the contractor, and agrees that final payment to the contractor shall not relieve the surety of any of its obligations to the County of Albany, owner, as set forth in the said surety's bonds.

IN WITNESS WHEREOF,

The surety has hereunto set its hand this _____ day of _____, 20_____.

Surety

Signature of Authorized Representative

Title

Attest:
(Seal):



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186
(518) 765-2786 FAX (518) 765-3459
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No: 23-C583

Contractor:

Title: CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

This Certificate of Substantial Completion applies to all work under the contract documents or to the following specified parts thereof:

The work to which this certificate applies has been inspected by authorized representatives of owner, contractor and engineer, and that work is hereby declared to be substantially complete in accordance with the contract documents on

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of contractor to complete all the work in accordance with the contract documents. When this certificate applies to a specified part of the work, the items in the tentative list shall be completed or corrected by contractor within 30 days of the above date of substantial completion.

The date of substantial completion is the date upon which all guarantees and warranties begin, except as follows:

Executed by engineer on _____.

The contractor accepts this Certificate of Substantial Completion on _____, 20__.

By: _____

By: _____

Title: _____

Title: _____

SECTION 01200 - PROJECT MEETINGS

PART 1 – GENERAL

1.01 PROGRESS MEETINGS:

- A. Upon notice of two working days, engineer may call a job meeting with the contractor and his appropriate subcontractors and material suppliers. Contractor and all others so notified shall attend.
- B. Owner may attend these meetings as owner and engineer deem necessary.
- C. Purpose of these meetings is to:
 - 1. Review progress to date.
 - 2. Discuss future scheduled work
 - 3. Anticipate and resolve potential problems.
 - 4. Coordinate work with other agencies, such as owner's own forces and utilities.

SECTION 01310 - CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. Provide an Estimated Progress Schedule indicating the starting and completion dates of the various stages of the work for the entire project and revise when necessary.
- B. Provide a Schedule of Shop Drawing Submissions indicating estimate date of first submittal and date item(s) covered will be needed on the project and date final approvals will be needed to permit fabrication on time.
- C. Provide weekly work schedules indicating number of personnel, kind of equipment and location and nature of the work to be performed.

1.02 FORMAT:

- A. Estimated Progress Schedule shall be in the form of a horizontal bar chart indicating date of beginning and end of each element of construction. List in chronological order of beginning of each element. Provide complete sequence of construction by activity.
- B. Estimated Progress Schedule shall provide for tracking of actual progress as it is periodically updated during the Project.
- C. Initial submittal of Estimated Progress Schedule shall include an outline of contractor's proposed methods and manner of executing the work. Such outline may be utilized to facilitate the county's inspection and coordination of construction activities only, and shall not be construed to modify or amend the contract documents or the date of completion therein.
- D. Schedule of Shop Drawing Submissions shall provide for tracking of actual progress as it is periodically updated during the project.

1.03 SUBMITTALS:

- A. Submit initial Estimated Progress Schedule at the pre-construction meeting.
- B. Estimated Progress Schedule shall be revised and resubmitted whenever contractor's progress significantly deviates from previous submittal.
- C. Tracking of actual progress shall be indicated on Estimated Progress Schedule and shall be submitted and discussed at each project/progress meeting.
- D. Submit initial Schedule of Shop Drawing Submissions within one week of receipt of Notice to Proceed.
- E. Schedule of Shop Drawing Submissions shall be updated on a regular basis, submitted and discussed at each project/progress meeting.

F. Weekly Work Schedules shall be submitted and discussed at each project/progress Meeting.

1.04 DISTRIBUTION:

A. Contractor shall submit three copies of all schedules to engineer and one copy to owner.

B. Contractor shall distribute copies of reviewed schedules to:

1. Job Site File
2. Other Prime Contractors
3. Subcontractors and critical Material Suppliers
4. Other concerned parties, such as utilities

C. Contractor shall instruct all recipients of schedules to immediately report any inability to comply with said schedule and to provide a detailed explanation with suggested remedies.

**SECTION 01340 - SHOP DRAWINGS,
PRODUCT DATA, SAMPLES AND CERTIFICATIONS**

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Submit to the engineer, shop drawing, product data, samples and certifications required by specification sections (and enumerated under paragraph 1.09).

1.02 SHOP DRAWINGS:

- A. Original drawings, prepared by contractor, subcontractor, supplier or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.
- B. Prepared by a qualified detailer.
- C. Identify details by reference to sheet and detail numbers shown on contract drawings.
- D. Minimum Sheet Size: 8 ½" x 11".

1.03 PRODUCT DATA:

- A. Manufacturer's standard schematic drawings:
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearance required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and controls.

1.04 SAMPLES:

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office Samples: Of sufficient size and quantity to clearly illustrate.
 - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2. Full range of color samples.
 - 3. After review, samples may be used in construction of project.

1.05 CERTIFICATIONS:

- A. Manufacturer's Material Certification indicating that the respective item meets the applicable NYSDOT Standard Specification, Special Specification and all applicable Codes and Standards.

106 SUBMISSION REQUIREMENTS:

- A. Schedule submissions at least ten days before dates reviewed submittals will be needed.
- B. Submit one reproducible transparency and one opaque print of shop drawings, and number of copies of product data which contractor requires for distribution, plus two copies which will be retained by engineer.
- C. Submit number of samples specified in each of specification sections.
- D. Submit two copies of certifications.
- E. Accompany submittals with transmittal letter containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, sample and certification submitted.
 - 5. Notification of deviations from contract documents.
 - 6. Other pertinent data.
- F. Submittals shall include:
 - 1. Date and revision dates
 - 2. Project title and number
 - 3. The names of:
 - a) Engineer
 - b) Contractor
 - c) Subcontractor
 - d) Supplier
 - e) Manufacturer
 - f) Separate detailer when pertinent
 - 4. Identification of product or material
 - 5. Relation to adjacent structure or materials
 - 6. Field dimensions, clearly identified as such
 - 7. Specification section number
 - 8. Applicable standards, such as ASTM number or Federal Specification
 - 9. A blank space, 3 in. x 3 in., for the engineer's stamp.
 - 10. Identification of deviations from contract documents
 - 11. Contractor's stamp, initialed or signed, certifying to review of field measurements and compliance with contract documents.

PROJECT #23-C583 (BID # 2024-127)
 CR2 (Cole Hill Rd) over Fox Creek
 Bridge Replacement Project
 TOWN OF EAST BERNE, ALBANY COUNTY, NEW YORK
 List of Items Requiring Submittals

ITEM NO.	ITEM DESCRIPTION	Legend							
		UNIT	Cert	Plant	Field	List	USA	Shop	
	Materials & Misc. Item Requirements								
			Cert= Manufacturers Certification, Misc Certs, etc.						
			Plant= Plant Insp., Beams, Drain Str, Stock Piles, etc						
			Field= Compaction, Air Slump, etc.						
			List= NYSDOT Approved List						
			USA= Buy America						
			Shop= Shop Drawings, Detail Drawings						
201.06	CLEARING AND GRUBBING	LS							
202.19	REMOVAL OF SUBSTRUCTURES	CY							
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY							
203.03	EMBANKMENT IN PLACE	CY			X				
203.21	SELECT STRUCTURE FILL	CY	X	X	X	X			
206.01	STRUCTURE EXCAVATION	CY							
206.0201	TRENCH AND CULVERT EXCAVATION	CY							
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	SY	X			X			
209.13	SILT FENCE-TEMPORARY	LF	X			X			
209.1501	TURBIDITY CURTAIN - TEMPORARY	LF	X			X			
304.12	SUBBASE COURSE, TYPE 2	CY	X	X	X	X			
404.018901	TRUING & LEVELING F9, WMA, 80 SERIES COMPACTION	TON		X	X	X			
404.128301	12.5 F3 TOP COURSE WMA, 80 SERIES COMPACTION	TON		X	X	X			
404.198901	19 F9 BINDER COURSE WMA, 80 SERIES COMPACTION	TON		X	X	X			
404.378901	37.5 F9 BASE COURSE WMA, 80 SERIES COMPACTION	TON		X	X	X			
407.0103	STRAIGHT TACK COAT	GAL	X			X			
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	X			X			
551.111400TZ	STEEL PIPE PILES - NPS 14"	LF	X	X		X			
551.13	FURNISHING EQUIPMENT FOR DRIVING PILES	LS	X						
551.14	DYNAMIC PILE TESTING	EACH							
553.010001	COFFERDAMS (TYPE 1)	EACH						X	
553.010002	COFFERDAMS (TYPE 1)	EACH						X	
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	EACH						X	
555.08	FOOTING CONCRETE, CLASS HP	CY		X	X				
555.09	CONCRETE FOR STRUCTURES, CLASS HP	CY		X	X				
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	LB	X				X	X	
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	LB	X				X	X	
559.02	PROTECTIVE SEALING OF NEW STRUCTURAL CONCRETE	SF	X			X			
562.0101	REINFORCED CONCRETE SPAN UNITS	SY	X	X		X	X	X	
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	LF	X			X	X	X	
568.70	TRANSITION BRIDGE RAILING	LF	X			X	X	X	
595.5000018	SHEET-APPLIED WATERPROOFING MEMBRANE	SF	X			X			
606.10	BOX BEAM GUIDE RAILING	LF	X			X	X		
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EACH	X			X	X		
606.73000015	REMOVE AND DISPOSE OF BOX BEAM GUIDE RAIL AND MEDIANBARRIER AND STORE POSTS	LF							
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS	TON	X	X	X	X			
610.1605	TURF ESTABLISHMENT PERFORMANCE	SY	X			X			
613.04000001	STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS	CY							
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREST HEIGHT - STUMPS GRUBBED	EACH							
615.01010108	MATERIAL FOR STREAM BED ESTABLISHMENT	CY	X	X	X	X			
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS							
619.04	TYPE III CONSTRUCTION BARRICADE	EACH	X						
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)	LF	X			X	X		
620.05	STONE FILLING (HEAVY)	CY	X	X	X	X			
620.0801	BEDDING MATERIAL, TYPE 1	CY	X	X	X	X			
625.01	SURVEY OPERATIONS	LS							
627.50140008	CUTTING PAVEMENT	LF							
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH							
640.10	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	LF	X			X			
640.11	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	LF	X			X			
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARYSNOWPLOWING MARKER PANELS	EACH				X	X	X	
646.32	STEEL POST, 2.0 LB/FT	EACH							
697.03	FIELD CHANGE PAYMENT	DC							
698.04	ASPHALT PRICE ADJUSTMENT	DC							
698.05	FUEL PRICE ADJUSTMENT	DC							
698.06	STEEL/IRON PRICE ADJUSTMENT	DC							

SECTION 01370 – SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Submit Schedule of Values to the engineer at least ten days prior to submitting first Application for Progress Payment.
- B. Upon request by engineer, support values given with data that will substantiate their correctness.

1.02 FORM OF SUBMITTAL

- A. Submit a Schedule of Values on Application for Progress Payment. Use copies of the following pages (01370-2 thru 01370-4).

1.03 PREPARING SCHEDULE OF VALUE

- A. List total installed cost, including overhead and profit, for each of the items of work listed.
- B. Round off figures to nearest dollars.
- C. Make sum of total cost of all items listed in schedule equal to total contract sum.

1.04 REVIEW AND RESUBMITTAL

- A. After review by engineer, revise and resubmit schedule as requested.
- B. Resubmit revised schedule in same manner.
- C. The engineer reserves the right to reject a Schedule of Values submittal exhibiting line item costs which are obviously unbalanced.

APPLICATION FOR PAYMENT NO. _____

Project No: 23-C583

For work accomplished through the date of _____.

To: County of Albany (owner)

Department of Public Works

449 New Salem Road

Voorheesville, New York 12186

Schedule of Values - CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	Work Completed	
				% Complete	Amount
201.06	CLEARING AND GRUBBING	1	LS		
202.19	REMOVAL OF SUBSTRUCTURES	395	CY		
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	673	CY		
203.03	EMBANKMENT IN PLACE	350	CY		
203.21	SELECT STRUCTURE FILL	481	CY		
206.01	STRUCTURE EXCAVATION	1693	CY		
206.0201	TRENCH AND CULVERT EXCAVATION	134	CY		
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	160	SY		
209.13	SILT FENCE-TEMPORARY	809	LF		
209.1501	TURBIDITY CURTAIN - TEMPORARY	273	LF		
304.12	SUBBASE COURSE, TYPE 2	500	CY		
404.018901	TRUING & LEVELING F9, WMA, 80 SERIES COMPACTION	30	TON		
404.128301	12.5 F3 TOP COURSE WMA, 80 SERIES COMPACTION	110	TON		
404.198901	19 F9 BINDER COURSE WMA, 80 SERIES COMPACTION	184	TON		
404.378901	37.5 F9 BASE COURSE WMA, 80 SERIES COMPACTION	294	TON		

APPLICATION FOR PAYMENT NO. _____

Project No: 23-C583

For work accomplished through the date of _____.

To: County of Albany (owner)

Department of Public Works

449 New Salem Road

Voorheesville, New York 12186

Schedule of Values - CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	Work Completed	
				% Complete	Amount
407.0103	STRAIGHT TACK COAT	179	GAL		
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	461	LF		
551.111400TZ	STEEL PIPE PILES - NPS 14"	1932	LF		
551.13	FURNISHING EQUIPMENT FOR DRIVING PILES	1	LS		
551.14	DYNAMIC PILE TESTING	2	EACH		
553.010001	COFFERDAMS (TYPE 1)	1	EACH		
553.010002	COFFERDAMS (TYPE 1)	1	EACH		
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	1	EACH		
555.08	FOOTING CONCRETE, CLASS HP	120	CY		
555.09	CONCRETE FOR STRUCTURES, CLASS HP	50	CY		
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	14858	LB		
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	2783	LB		
559.02	PROTECTIVE SEALING OF NEW STRUCTURAL CONCRETE	223	SF		
562.0101	REINFORCED CONCRETE SPAN UNITS	153	SY		
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	86	LF		

APPLICATION FOR PAYMENT NO. _____

Project No: 23-C583

For work accomplished through the date of _____.

To: County of Albany (owner)

Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

Schedule of Values - CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	Work Completed	
				% Complete	Amount
568.70	TRANSITION BRIDGE RAILING	128	LF		
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	2790	SF		
606.10	BOX BEAM GUIDE RAILING	192	LF		
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	4	EACH		
606.73000015	REMOVE AND DISPOSE OF BOX BEAM GUIDE RAIL AND MEDIANBARRIER AND STORE POSTS	416	LF		
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	33	TON		
610.1605	TURF ESTABLISHMENT PERFORMANCE	975	SY		
613.04000001	STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS	66	CY		
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	1	EACH		
615.01010108	MATERIAL FOR STREAM BED ESTABLISHMENT	66	CY		
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS		
619.04	TYPE III CONSTRUCTION BARRICADE	14	EACH		
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)	52	LF		
620.05	STONE FILLING (HEAVY)	380	CY		
620.0801	BEDDING MATERIAL, TYPE 1	65	CY		

APPLICATION FOR PAYMENT NO. _____

Project No: 23-C583

For work accomplished through the date of _____.

To: County of Albany (owner)

Department of Public Works

449 New Salem Road

Voorheesville, New York 12186

Schedule of Values - CR2 (Cole Hill Road) over Fox Creek Bridge Replacement Project

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	Work Completed	
				% Complete	Amount
625.01	SURVEY OPERATIONS	1	LS		
627.50140008	CUTTING PAVEMENT	63	LF		
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	6	MNTH		
640.10	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	798	LF		
640.11	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	798	LF		
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS	6	EACH		
646.32	STEEL POST, 2.0 LB/FT	4	EACH		
697.03	FIELD CHANGE PAYMENT	75600	DC		
698.04	ASPHALT PRICE ADJUSTMENT	1300	DC		
698.05	FUEL PRICE ADJUSTMENT	900	DC		
698.06	STEEL/IRON PRICE ADJUSTMENT	100	DC		
	Total Contract Price (Includes fixed cost items 697.03, 698.04, 698.05, and 698.06)		\$		

**Total Work Completed to Date
(Transfer to County Claim Form)**

\$

SECTION 01400 - QUALITY CONTROL /CONTRACTOR FURNISHED TESTING SERVICES

PART 1 GENERAL

1.01 DESCRIPTION:

- A. The contractor shall provide the services of an independent testing laboratory to perform testing services for the duration of the work as specified herein. Costs for these services shall be included in contract sum.

1.02 RELATED DOCUMENTS

- A. Drawings and general provision of contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.03 QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. American Society of Testing and Materials (ASTM)
 - 2. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)"
- B. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.
- C. Laboratory shall maintain an engineer on staff to review services.
- D. Laboratory shall be authorized to operate in state in which project is located.
- E. Testing equipment shall be calibrated at reasonable intervals with devices of an accuracy traceable to either NBS Standards or accepted values of natural physical constants.

1.04 SUMMARY

- A. This section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections, tests and related actions, including reports performed by independent agencies, governing authorities and the contractor. They do not include contract enforcement activities performed by the Engineer.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated.
 - D. Requirements of this section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the sections that specify those activities. Those requirements, including inspections and

tests, cover production of standard products as well as customized fabrication and installation procedures.

2. Inspections, test and related actions specified are not intended to limit the contractor's quality control procedures that facilitate compliance with contract documents requirements.
3. Requirements for the contractor to provide quality control services required by the engineer, owner or authorities having jurisdiction are not limited by provisions of this section.

1.05 SELECTION AND PAYMENT

- A. Contractor shall employ and pay for services for an independent testing laboratory to perform specified inspection and testing.
- B. Employment of testing laboratory shall in no way relieve contractor of obligation to perform work in accordance with requirements of contract documents.
- C. The selection of an independent testing laboratory is subject to approval of the engineer and the owner.
- D. One independent testing laboratory shall be used to provide all services specified herein.

1.06 SUBMITTALS

- A. Prior to start of work, submit testing laboratory name, address and telephone number, and names of full-time registered engineer and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.07 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by contractor.
- B. Provide qualified personnel at site after due notice; cooperate with engineer and contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of contract documents.
- E. Promptly notify engineer and contractor of observed irregularities or nonconformance of work or products.
- F. Perform additional inspections and tests required by engineer.

1.08 LABORATORY REPORTS

- A. After each inspection and test, promptly submit two copies of laboratory report to engineer, and to contractor. When requested by engineer, provide interpretation of test results.
 - 1. Submit additional copies of written report directly to the governing authority, when the authority so directs.
 - 2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and interpretations of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion as to whether inspection or tested work complies with contract document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on re-testing.

1.09 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of contract documents.
- B. Laboratory may not approve or accept any portion of the work.
- C. Laboratory may not assume any duties of contractor.
- D. Laboratory has no authority to stop work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory at designated location adequate samples of materials proposed to be used which require testing, together with proposed mix designs.

- B. Cooperate with laboratory personnel, and provide access to work.
- C. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- D. Notify engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- E. Re-testing: The contractor is responsible for re-testing where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with contract document requirements, regardless of whether the original test was the contractor's responsibility. Cost of re-testing construction revised or replaced by the contractor is the contractor's responsibility, where tests were performed on original construction.

PART 2 PRODUCTS

2.01 NOT USED

PART 3 EXECUTION

3.01 MATERIALS TESTS AND QUALITY CONTROL

- A. Materials tests and quality control methods pertaining to the work of this contract will be performed in conformance with the procedures contained in the appropriate NYSDOT Standard Specifications for each item of work called for on the contract drawings or in these contract documents.

3.02 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finished to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with contract document requirements for "Cutting and Patching".
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection is the contractor's responsibility.

SECTION 01562 - DUST CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. Dusty conditions resulting from the contractor's operations shall be corrected by the contractor.

PART 2 PRODUCTS

2.02 MATERIALS

- A. Calcium Chloride
- B. Water

PART 3 EXECUTION

3.01 METHOD

- A. Water/Calcium Chloride, used as a dust palliative, shall be distributed uniformly by the use of suitable spray heads or spray bar. This applies to the area within the project limits.
- B. The contractor shall keep the haul routes, and all areas of the contract traversed by his equipment, outside of the project limits, reasonably free from dust and spillage, as directed by the engineer.
- C. The cost of this work shall not be measured or paid for directly, but shall be included in the various contract items.

SECTION 01566 - DEBRIS CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. The contractor shall keep the work area in a state of cleanliness, consistent with good workmanlike practices, at all times. Specifically, items removed and to be salvaged, should be promptly stored in designated areas. Items removed which are to be disposed of, should be hauled to an approved dumpsite on a daily basis at the contractor's expense.

SECTION 01620 - STORAGE AND PROTECTION OF MATERIALS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wood platforms and covered, or stored in a suitable building, furnished by the contractor and at his expense, as directed by the engineer. Stored materials shall be located so as to facilitate inspection.

SECTION 01710 - CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

- A. The contractor shall conduct the work and keep the site in a neat, orderly and workmanlike manner and appearance at all times. He shall complete all work expeditiously, backfill excavations, restore and maintain ground surface safe for traffic and frequently cleanup all refuse, rubbish, scrap, materials, dirt and debris.

- B. On or before completion of the work, and before acceptance and final payment shall be made, the contractor shall remove from the site, surplus and discarded material, rubbish and temporary structures, restore in an acceptable manner, all property which has been damaged during the prosecution of the work, and leave the site in a neat and presentable condition, as determined by the engineer. No direct payment will be made to the contractor for the work stipulated in this section, but compensation for the same is understood to have been included in the various contract items.

DIVISION 2 - TECHNICAL SPECIFICATIONS

ARTICLE 1 - NYSDOT STANDARD SPECIFICATIONS

1.1 NYSDOT Standard Specifications

Section 101, Definitions and Terms, and Sections 200, Earthwork, through 700, Materials Details, of the “Standard Specifications, Construction and Materials” issued by the New York State Department of Transportation, January 1, 2020, except as herein modified, shall be considered as part of these contract documents, as if fully set forth herein and are hereinafter referred to as the NYSDOT Standard Specifications.

If a conflict exists between the NYSDOT Standard Specifications amended, and these contract documents, the contract documents shall govern.

1.2 NYSDOT References Within Standard Specifications

Attention of contractor is directed to the fact that Albany County, acting through its duly authorized officers, is the contracting party herein and the specification referred to above shall be read accordingly. Wherever mention is made of a NYSDOT functional bureau or other subdivision, such as “Materials Bureau”, or to a NYSDOT individual position or title, such as “Regional Director”, within the NYSDOT Standard Specifications, the words “Albany County Engineer and/or Albany County Commissioner of Public Works” shall be inserted in place of said functional bureau, subdivision, position or title.

1.3 Material Certifications

Contractor shall obtain all materials to be incorporated into the work from NYSDOT approved sources. Contractor shall obtain a Manufacturer’s Material Certification and submit same to engineer for each material item as specified in Section 01340, Shop Drawings, Product Data, Samples and Certifications of the General Requirements, indicating that the respective item meets the applicable NYSDOT Standard Specification or Special Specification included in this contract.

1.4 Pertinent NYSDOT Standard Specifications

NYSDOT Standard Specifications applicable to this project include, but are not necessarily limited to, the following:

<u>Section</u>	<u>Title</u>
201	Clearing and Grubbing
203	Excavation and Embankment
206	Trench, Culvert and Structure Excavation
207	Geosynthetics
209	Soil Erosion and Sediment Control
304	Subbase Course
404	Warm Mix Asphalt (WMA) Pavements
407	Tack Coat
418	Asphalt Pavement Joint Adhesive
553	Cofferdams and Waterway Diversion Structures
555	Structural Concrete
556	Reinforcing Steel for Concrete Structures
562	Reinforced Concrete Three-Sided Structures
568	Bridge Railing
586	Miscellaneous Structural Reconstruction
595	Waterproofing Systems for Structures
603	Culverts and Storm Drains
606	Guide Railing, Median Barrier, and Concrete Barrier
610	Ground Vegetation – Preparation, Establishment & Management
614	Pruning, Improving, and Removing Existing Vegetation
619	Work Zone Traffic Control
620	Bank and Channel Protection
625	Survey Operations
637	Engineer's Field Office, Laboratory and Equipment
646	Delineators, Reference Markers and Snowplowing Markers
685	Epoxy ReflectORIZED Pavement Markings
697	Field Change Payment
698	Price Adjustments
699	Mobilization

ARTICLE 2 - SPECIAL NOTES

The following Special Notes apply to this specific project only. They modify, alter, or restrict certain requirements of the NYSDOT Standard Specification and /or apply to the project in general.

If a conflict exists between the NYSDOT Standard Specifications as amended, and these Special Notes, the Special Notes shall govern.

2.1 Not a Restricted Highway

The Contractor's attention is directed to the fact that the highway(s) involved under this contract *will not* be designated as restricted highway(s) pursuant to Section 104A of the Highway Law and Section 1625 of the Vehicle and Traffic Law.

2.2 Applying Water

No pay item for apply water is included in the itemized proposal and the work of applying water shall be performed in accordance with the specification for the appropriate items, but the costs thereof shall be included in those pay items that require the application of water.

2.3 Warm Mix Asphalt

2.3.1 80 Series Compaction

The Contractor should be aware that this is NOT a performance-related specification. This is a method specification in which the Contractor is required to use approved compaction equipment and make at least the minimum number of passes specified in the contract documents. In order to successfully compact the pavement, the Contractor must be prepared to select, operate, and control the paving and compaction equipment in accordance with the specifications and make necessary adjustments to achieve a uniformly compacted pavement. The Engineer in Charge has final approval over the acceptability of the equipment, placement compaction methods, and the final pavement condition.

2.3.2 PG Binder (Except Item 404.018901)

Use polymer or Terminal Blend Crumb Rubber modified **PG 64S-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of asphalt mixtures for this project. In addition, the binder grade must also meet the elastomeric properties as indicated by one of the following equations for %R_{3.2}:

1. For $J_{nr3.2} \geq 0.1$, $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For $J_{nr3.2} < 0.1$, $\%R_{3.2} > 55$

Where:

R_{3.2} is % recovery at 3.2 kPa

J_{nr3.2} is the average non-recoverable creep compliance at 3.2 kPa

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

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

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

The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the asphalt mixture shall be discussed at pre-construction and pre-paving meetings.

2.3.3 Mix Design (Except Item 404.018901)

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **50 Gyration**s.

2.3.4 PG Binder (Item 404.018901)

Use a **PG 64H-22** (High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

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

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

Use of poly-phosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures containing limestone, limestone as an aggregate blend component, limestone as a constituent in crushed gravel aggregate, or recycled asphalt pavement (RAP) that includes any limestone. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

2.3.5 Mix Design (Item 404.018901)

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **50 Gyration**s.

2.4 Moisture Susceptibility Testing

Any WMA mix design where the primary aggregate component by weight is granite or crushed gravel will be subject to moisture susceptibility testing by the producer during design, unless this requirement is waived by the RME. TSR testing may be required by the RME when there is a change to the asphalt binder source.

Moisture susceptibility will be determined by calculating the tensile strength ratio (TSR) of each specimen according to AASHTO T 283, Resistance of Compacted Asphalt Mixtures to Moisture Induced Damage, except as modified in Section VI.D. of NYSDOT Materials Method 5.16.

If the TSR of the WMA gyratory specimens is less than 80%, as required in AASHTO M 323, corrective action is required. Corrective action to improve the moisture susceptibility of the WMA mixture can include the use of anti-strip additives or blending of other aggregate materials to reduce the proportion of granite or gravel aggregates in the mix. When corrective action is necessary, any changes made to the design must be noted on the JMF, and all other volumetric and mechanical properties must be evaluated for compliance with NYSDOT Materials Method

2.5 Vibratory Compaction

Contractor shall use non-vibratory rolling over any bridge structure, large culvert, or known utility within the project limits or as ordered by the engineer-in-charge.

2.6 Right of Way

All permanent bridge features shall be confined to within the public right-of-way. In areas where the existing improvements are known to extend into private property without an easement, no work may be performed until a work release is obtained according to Section 105-15 of the Standard Specifications, Release to Perform Contract Work on Private Land.

2.7 Bridge Identification Number (BIN) Plate

One Bridge Identification Number (BIN) plate will be required for the new bridge in this contract. The Contractor shall be required to furnish and install a BIN plate on the completed structure. The number is 3300860. The Contractor shall reuse the existing BIN plate with new expansion anchors unless the BIN plate is damaged or unusable.

The material requirements for the three parts of the BIN plate are:

Panel with reflective background. The aluminum panel and reflective background shall conform to the material and fabrication requirements of Material Specification 730-01, Aluminum Sign Panels. The background material shall be green reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting). The size of the panels shall be 1/8 inch thick by 3 inch by 12 inch. The panels shall have two 5/16 inch drilled or punched holes for mounting, located 1/2 inch from the ends of the panel and 1-1/2 inch from the top or bottom of the panel. The reflective sheeting used to form the background shall be a minimum of 3 inches wide by 10 inches long, or may be a full 12 inches long.

Numbers. The numbers shall be reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting), except that the adhesive shall be pressure-sensitive such that the numbers can be applied to the background in the field. The numbers shall be 2 inches high and silver-white in color conforming to FHWA series C dimensions.

Prior to placing the cutout numbers on the panel, the reflective background shall be clean and free of dirt and oil which may adversely affect proper adhesion. The numbers shall be

placed on the reflective background, perpendicular to the longitudinal axis of the panel, and vertically centered. The reflective background and numbers shall be coated and/or edge sealed in accordance with the recommendations of the sheeting manufacturer.

Expansion Anchors. 1/4-inch diameter by 1-1/2-inch-long stainless steel nail drive expansion anchors meeting GSA Specification A-A-1922 shall be used to attach the BIN plate to concrete and masonry surfaces.

The BIN plate shall be attached to the beginning abutment of the bridge using expansion anchors. The plate shall be placed high on the abutment, near the right fascia of the bridge.

The cost of this work shall be included in the various items of the contract.

ARTICLE 3 - SPECIAL SPECIFICATIONS

Specifications for those contract items designated with an item number having a prefix “AC” are Special Specifications prepared by Albany County for this or similar projects, and are described on the next several pages. These Special Specifications are modifications and/or combinations of certain NYSDOT Standard Specifications, or have been developed for specific situations for which no NYSDOT Standard Specification exists.

Specifications for those contract items designated with an item number having eight digits after the decimal point, are Special Specifications prepared by New York State Department of Transportation and are described on the next several pages. These NYSDOT Special Specifications have been developed for specific situations for which no NYSDOT Standard Specification exists.

If a conflict exists between the NYSDOT Standard Specifications, as amended, and these Special Specifications, the Special Specifications shall govern.

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

Description

General. This work shall consist of furnishing all equipment, labor, and materials and performing all operations in connection with the furnishing, installing and testing of open-ended steel pipe piles. This includes design, furnishing, installation and testing steel pipe piles at the project site location, except where explicitly stated otherwise in the contract drawings..

1. RELATED WORK

- a. General Specification – Dynamic Pile Testing (ASTM D4945)
- b. General Specification – Pile Load Tests, Compressive, Lateral and Uplift Loads (ASTM D1143/ D3966/ D3689)

2. REFERENCES

- a. AWS D1.1/D1.1M – “Structural Welding Code – Steel”
- b. ASTM 36/36M – “Standard Specification for Carbon Structural Steel”
- c. ASTM A252-19 – “Standard Specification for welded and Seamless Steel Pipe Piles”
- d. ASTM A390 – “Test methods and Definitions for Mechanical Testing of Steel Products”
- e. ASTM A751 – “Test Methods, Practices, and Terminology for Chemical Analysis of Steel Products”
- f. ASTM A972/A972M – “Standard Specification for Fusion Bonded Epoxy-Coated Pipe Piles”
- g. ASTM D1143/D1143M – “Piles Under Static Axial Compressive Load”
- h. ASTM D3689 – “Standard Test Methods for Deep Foundations Under Static Axial Tensile Load”
- i. ASTM D3966/D3966M – “Standard Test Methods for Deep Foundations Under Lateral Load”
- j. ASTM E329 – “Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection”
- k. UFC 3-220-02 – “Pile Driving Equipment”
- l. FHWA-NHI-016-009, GEC 12, Volume 1 – “Design and Construction of Driven Pile Foundations”
- m. Pile Driving Contractors Association– PDCA Specification 103-07
- n. Unified Facilities Criteria (UFC)

Material

For all steel remaining as permanent part of the work, all Buy America Provisions shall apply

1. PILE REQUIREMENTS

- a. Steel pipe piles shall be ASTM A252 Grade 3 (minimum yield strength 45 ksi).
- b. Pile Splices – ASTM A148/A148M Grade 90-60 proprietary pile splicer sleeves or provide ASTM A109/A109M or ASTM A36/A36M backing rings to prevent weld blow out during weld process using ASTM D1.1/D1.1M.
- c. For Pile Shoes - cast steel cutting shoe, use ASTM A148/A148M Grade 90/60.
- d. For pile caps and pile inserts, Use ASTM A572/A572M Grade 50 plates.

2. SPLICES

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

- a. For piles less than 50 feet in length, splices below the upper splice shall be at least 20 feet apart. For piles exceeding 50 feet in length, splices below the upper splice shall be at least 30 feet apart.
- b. Splices shall be made using heavy, close fitting, cast-steel, internal sleeves (tapered top and bottom).
- c. Splice sleeves shall have a minimum thickness of 3/8 inch or not less than pipe pile thickness, the minimum length of shoulder shall be 5/8 inch and the minimum overall length of sleeve shall be equal to the diameter of the pipe pile.
 - i. Splices shall develop full strength of the member.
 - ii. Length of pile to be spliced shall be secured in proper alignment so that no eccentricity results.
 - iii. Details of the splices shall be submitted by the contractor for the Engineer's approval.
- d. Welding of joints shall be performed in accordance with the requirement of:
 - i. ANSI/AWS D1.1/D1.1M Structural Welding Code.
- e. All shop and field welding shall be performed by certified welders under the immediate supervision of a representative of a standard testing agency or an inspection agency reporting directly the Client. The Contractor shall submit the name of such agency to the Client for approval before starting work. The costs of all welding inspections shall be borne by the Contractor.

Construction Details

A. GENERAL

The method of storing and handling of piles shall be such as to avoid damage to the piles. Piles shall not be driven until after the excavation is completed to the elevation required for the bottom of the footing or bottom of tremie. Unless otherwise shown in the contract documents, any material forced up or depressions made by the driving shall be removed or filled and the correct elevation of foundation established before any concrete is placed. The driving of piles shall be done with an air/steam, diesel, or hydraulic hammer. Piles shall be driven starting from the center of the foundation and proceeding outward from this point or starting at the outside row and driving progressively across the foundation. The length of piles will be determined in the field by driving to the driving criteria determined by the Engineer. Piles may be completely driven in one operation or, if directed by the Engineer, be partially driven and allowed to set from 2 to 24 hours (or as indicated in the contract documents) before driving is resumed. Piles shall be vertical or accurately battered as indicated in the contract documents.

All piles forced up by any cause shall be driven again, at no additional cost to the County. The following shall be causes for rejection of a pile:

1. Pile location or batter is incorrect.
2. Pile damaged from any cause whatsoever.
3. Pile fails to attain the driving resistance determined by the Engineer, or the driving resistance set forth in the contract documents.
4. Pile tip elevation is not within the limits called for in the contract documents.

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

5. Pile is unserviceable for other reasons related to the furnishing and installing of the pile.

No footing concrete shall be placed until all piles within the footing are inspected by the Engineer. The Contractor shall remove rejected piles, or at the option of the County, a second pile may be driven adjacent thereto if this can be done without impairing the structure. The tops of all piles and pile casings shall be cut off at the elevation indicated in the contract documents, or as established by the Engineer. The cut shall be clean, level, and to a true plane, in accordance with the detail shown in the contract documents. All cavities left by the pile driving operation shall be backfilled

B. STANDARD REQUIREMENTS

- a. Pile design loadings, diameters and wall thickness of steel pipe shall be as shown on the contract drawings or specified in the detailed specifications. The ends of each pipe shall be perpendicular to its axis. Metal to metal bearing joints shall be machine cut, other joints may be flame-cut.

C. SUBMITTALS

- a. The contractor shall submit working drawings, shop drawings and material specifications for the approval of the engineer in accordance with the requirements of the general conditions, Contractor's Working Drawings, Design and Shop Drawings and the submittal procedures of Division 1. Working drawings and shop drawings shall include, but not limited to:
 - i. Pile location plan, size and numbering system
 - ii. Pile location survey during installation
 - iii. Additional pile locations
 - iv. Final pile location survey
 - v. Sample of pile record form
 - vi. Pile installation sequence
- b. Shop drawings include piles, pile splices, pile placement, as-driven survey, pile load test, and pile shoes.
- c. The contractor shall also submit the following:
 - i. Details of proposed pile driving equipment
 - ii. Materials certification for piling (mill test reports)
 - iii. Detailed welding drawings and material specifications
 - iv. Test pile report

D. TEST PILES

- a. The contractor shall be responsible for the proper length of piles required to develop the specified loads.
- b. All available samples and information relating to boring records and subsurface conditions are expressly excluded from and are not a part of the Contract and are available for information purposes only. It shall be Contractor's responsibility:
 - i. To make an application for inspection and review of these data to select the proper length of piles.
 - ii. To obtain any additional subsurface data may be desired.
- c. The ordered pile length for test piles shall be 5 feet longer than ordered length for production piles to allow additional penetration if driving conditions dictate.

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

- d. The contractor shall determine the lengths of the piles required to develop the specified loads by driving test piles. The allowable load of the test piles shall be determined using the following driving formula:
- e. $P = 2E / (S + 0.1)$
 - P – Allowable pile load (pounds)
 - E – Rated energy delivered by the hammer per blow in foot pounds
 - S – Penetration of pile per blow (inches) after the pile has been driven to a depth where successive blows produce approximately equal net penetration.
- f. The location and number of test piles shall be as shown as the Contract Drawings or specified in the Detailed Specifications. The test piles shall be the same material and construction as the permanent piles.
- g. The engineer shall be notified at least forty-eight (48) hours in advance so that he may be present at the commencement of driving the test piles.
- h. The test piles, when driven in accordance with the Detailed Specifications at the location of permanent piles, will be accepted as a job pile if approved by the Engineer.

E. PROJECT RECORD DOCUMENTS

- a. Upon completion of installation of all piles, the Contractor shall submit to the Client, mylars of drawings showing types and installed location of all piles, including obstructed, damaged and additional piles, as related to their column lines, center of footings or other reference point and lines, percentage out of plumb, the cutoff elevation, and length below cutoff for each pile.
- b. Mylars shall be the same size as the Contract Drawings.

F. QUALIFICATIONS

- a. The work shall be performed by a General Contractor or a specialty Subcontractor specializing in the specified foundation system and having experience installing the specified foundation system under similar subsurface conditions.

G. EXAMINATION

- a. Prior to starting pile driving operations, the Contractor, the Client and the Engineer shall make a joint inspection of the accessible existing structures, pavement and improvements adjacent to the pile driving site to examine and document their present condition.
- b. Photographs and measurements shall be taken by the Contractor to record any conditions that may become the subject of possible damage claims.
- c. The Contractor shall prepare a report of such conditions, verified by the photographs, and signed by the personnel of the Contractor, the Client and the Engineer participating in the investigation

H. DRIVING

- a. Piles shall be located and driven as shown on the Contract Drawings, unless otherwise directed by the Engineer. The final driving resistance will be determined based on the specific equipment proposed and the results of driving test piles or the pile tests, as specified in the Detailed Specifications.
- b. The Contractor shall cooperate with the Engineer in determining the resistance to penetration and length of pile and shall mark each pile at one-foot intervals before driving or as required by the Engineer.

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

- c. Spudding, jetting, predrilling, or other methods utilized to maintain alignment or allow easier penetration are subject to the approval of the engineer.
- d. Permanent pile casings shall be driven without interruptions to the calculated tip elevation to reach a driving resistance in accordance with the test pile or pile load test driving data. The pile hammer used for driving shall be the same type and operated at the same rate and in the same manner as that used for driving the test piles or in the pile load test.
- e. When driving is interrupted before final penetration is reached, the record of penetration shall not be taken until at least 12-inch penetration has been obtained on resumption of driving.
- f. When driving piles in groups or clusters, or under any conditions of relatively close spacing with other new piles, survey reference marks shall be placed on each pile immediately after installation and reference levels recorded. The Contractor shall resurvey the levels of all piles in a group after the group has been driven and while the piles are accessible. Piles having or subsiding by more than $\frac{1}{4}$ of an inch shall be reported to the Engineer and redriven if so directed.

I. HAMMER CUSHION OR CAP BLOCK

- a. Hammer cushion or cap block must have consistent elastic properties, minimize energy absorption, and transmit hammer energy uniformly and consistently during the entire driving period. The following information for the impact hammer proposed:
 - i. Make and model
 - ii. Ram weight (pounds) and Anvil weight (pounds)
 - iii. Rated stroke (inches)
 - iv. Rated energy range (ft-pounds)
 - v. Rated speed (blows per minute)
 - vi. Air pressure, hammer, and boiler (psi)
 - vii. Pressure gage bar (psi)
 - viii. Cushion block dimensions and material type.
 - ix. Power pack description
- b. The pipe pile shall have impact and vibratory hammers. Shall not use a pile cushion block

J. JETTING

- a. Piles do not use jetting on piles carrying significant tension loads, lateral loads, or compression loads developed predominantly from skin friction.
- b. Piles shall be jetted only when written permission is given by the Engineer. Sufficient jets and adequate water pressure shall be used to freely erode the material adjacent to the pile without impairing the bearing capacity of piles already in place.
- c. Jetting equipment with not less than two (2) removable or fixed jets of the water or combination air-water type. Design water jets so that the discharge volume and pressure are sufficient to freely erode the material immediately under and adjacent to piles without resulting in pile drift.

K. PREDRILLING

- a. Predrilling shall provide 5 feet or more to meet the required driving criteria.
- b. Dependent on side friction in fine-grained low permeability soils where consideration time is required for the soil to reconsolidate around the piles.

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

- c. Subject to uplift or lateral forces.
- d. Located in cohesionless soils.
- e. In closely spaced clusters unless the load capacity is confirmed by test.
- f. When jetting or predrilling is not used, delete the item in brackets.
- g. After the installation of the pile, the length of the hole remaining open shall be backfilled with clean granular material.

L. OBSTRUCTIONS

- a. When the pile meets obstructions of any kind including concrete, piling, boulders, riprap, rockfill, or timbers within the upper ten (10) feet of driving, the obstructions shall be removed by whatever means necessary including spudding, drilling, augering, jetting and churning. After the removal of the obstructions, the pile shall be redriven to the required penetrations. It is essential that the Contractor familiarize himself with the site conditions and the subsurface conditions at the site so as to be prepared for removal of obstructions. If obstructions are encountered below ten (10) feet such as to damage or prevent driving piles, piles shall be abandoned as directed by the Engineer.
- b. The actual driven or installed footage of piles abandoned by order of the Engineer because of obstructions encountered, shall be added to the aggregate pay length of piling. Holes left by withdrawn piles shall be filled with clean granular fill.
- c. The Contractor shall have on hand suitable equipment for spudding through buried timbers, cribbing, and similar obstructions, and shall employ this equipment, when directed, in a manner satisfactory to the Engineer.
- d. When spudding or predrilling is ordered by the Engineer, measurements for payment will be made in accordance with Measurement and Payment Section.

M. TOLERANCE

- a. Hammer and piles shall be supported in rigid leads designed to hold the pile firmly in position and in alignment with the hammer.
- b. Piles shall not be out of alignment by more than 2 percent of their length. The center of each pile at the level of cutoff shall not vary from its designated center by more than such distance that the stress in any pile group is more than 10 percent greater than its designated stress as determined by the Engineer.
- c. A tolerance of 3 inches from the design location will be permitted in the installation of the piles, without reduction in load capacity, provided that such variation does not produce a load on any pile more than 10 percent greater than its design load bearing capacity as determined by the Engineer.
- d. In general, driving shall be a continuous operation, when driving is interrupted before final penetration is reached, the record of penetration shall not be taken until at least a 12-inch penetration has been obtained on resumption of driving. Piles, which in the opinion of the engineer are so damaged as to destroy their usefulness, shall be removed or abandoned and replaced with new piles.

N. PILE CUTOFF

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

- a. All piles shall be cutoff to true planes at the elevation shown on the Contract Drawings or specified in the Detailed Specifications.
- b. Cutoffs are the property of the Contractor and shall be disposed of off-site.

O. ANALYSIS AND CORRECTIVE MEASURES

- a. The analysis and redesign work called for herein shall be performed by the Engineer.
- b. The Engineer will determine the corrective measures required to keep pile loads within the allowable limits. Corrective measures, for any piles installed more than 3 inches from the plan location, will be determined by the Engineer. If the corrective measures are not deemed feasible, the plan shall be removed in its entirety and replaced by another pile installed in the design location.
- c. If corrective measures involve the installation of additional piles, the Engineer will prepare supplemental drawings showing the details of the required corrective work and submit to the Client for approval. After approval, copies of the drawing will be issued to the Contractor and the work shall be installed in accordance with the drawings.
- d. Cost of Additional Work
 - i. The cost of installing additional piles (as called for on the supplemental drawings for the corrective measures), shall be borne by the Contractor in the case of rejected, defective, damaged or misdriven piles.
 - ii. The cost will be borne by the Client in the case of obstructed piles ordered by the Engineer abandoned or in the case of modifications required because of the presence of obstructions.
 - iii. Payment for corrective work necessitated by obstructed piles will be made in accordance with the applicable unit prices.

P. DAMAGED OR MISPLACED PILES

- a. All damaged or misplaced piles shall be removed or abandoned, and new piles shall be driven as directed by the Engineer at no cost to the Client. Voids remaining from pulled piles shall be filled with clean granular fill at the Contractor's expense.
- b. Abandoned piles shall be cut off one foot below cutoff elevation shown on the Contract Drawings or specified in the Detailed Specifications.
- c. All damaged piles and cutoff sections shall be removed from the site by the Contractor.

Q. REJECTED PILES

- a. A sudden decrease in driving resistance which cannot be correlated with subsurface data or pile driving event may be a cause for rejection, unless pile is removed for inspection and found to be undamaged.
- b. When any pile exceeds the installation tolerance specified in Article 3.06, Tolerance, it may be rejected.
- c. When any driven pile has been so injured in driving (due to causes the then obstructions encountered) as to be, in the opinion of the Engineer, unsuitable, or otherwise does not conform with the requirements of the Contract, such piles shall be rejected.
- d. Rejected piles shall be cut off at an elevation as directed by the Engineer or removed from the site by the Contractor.

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

R. ADDITIONAL PILES

- a. Additional piles shall be installed in locations designated by the engineer or replace rejected piles, at no additional cost to the Client.

S. WITHDRAWN PILES

- a. Piles driven in locations, other than in the permanent work, shall be removed, with the approval of the Engineer, after completion of driving. Such piles, if undamaged, may be reused.
- b. The Contractor shall also remove piles driven in the permanent work for inspection of tips, if so ordered by the Engineer.
- c. If the Contractor removes any piles driven in the permanent work for his convenience, for the prosecution of the work, or for any other reason, except at the direction of the Engineer, he shall replace such piles at no additional cost to the Client.
- d. Where piles are withdrawn, the pile hole shall be backfilled with clean granular fill.

T. FOUNDATION PILES

- a. All piles, within the area of uniform subsurface conditions pertaining to a given load-tested pile of satisfactory performance, shall be installed to the same or greater penetration resistance (or static load) as the successful load tested pile, and shall bear in or on the same bearing stratum as the load tested pile.
- b. The same equipment (or heavier equipment of the same type) that was used to install the load tested shall be used in all other building piles, and the equipment shall be operated identically.
- c. All piles shall be of the same type, shape, external dimension and equal or greater cross-section as the load tested pile.

U. INSPECTION

- a. All inspections will be performed by the Engineer designated for controlled inspection.
- b. The driving of each pile is a mandatory hold point for which prior notification of the Engineer is required, and driving of each pile shall be performed in the presence of the Engineer. Driving records will be kept by the Engineer.
- c. The Contractor shall cooperate with the Engineer in determining the resistance to penetration and shall mark each pile before driving as required by the Engineer.

Item 551.111400TZ – Open Ended Steel Pipe Pile – NPS 14”

METHOD OF MEASUREMENT

GENERAL

The length of piles will be determined in the field by driving to the resistance required by the Contract Documents, or Engineer at the time of driving. The pile lengths indicated in the contract documents are for estimating purposes only.

A. Measurement

1. Steel pipe piles – The quantities of the steel pipe piles are measured for payment by the linear foot of piles required below cut-off elevation as determined by the contractor, measured to the nearest 1 foot.
2. Steel Pipe Pile Splices – The quantity of splices to be measured for payment will be the number of splices installed, which meet the requirements of NYSDOT standard specifications §551-2.01 F Splices and §551-3.01 F Splices.
3. Predrilling – payment for predrilling for piles shown on the Contract Drawing or when ordered by the Engineer will be made at the unit price bid per linear foot of predrilling measured from the ground surface at the depth of predrilled hole approved by the Engineer.
4. Steel Pipe Pile Driving Tests – Payment for Pile Driving Tests shown on the applicable contract unit price per pile driving test.

B. Payment will be made for costs associated with furnishing, delivering, driving, pulling, and disposing test piles, conducting pile driving tests, backfilling voids around piles, compiling pile driving test records, performing Dynamic Testing, interpreting data, and submitting reports. The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.

C. No separate Payment

- a. No separate payment will be made for pile tips, test piles, removing damaged or misdriven piles, piles driven for temporary use or for the convenience of the contractor, pile surveys and related drawings, pile cut-offs and their disposal off-site. The costs shall be included in the unit price bid for piling.

This work will be measured as the of feet, measured to the nearest foot, of acceptable pipe piles installed.

BASIS OF PAYMENT

The unit price bid per foot shall include the cost of furnishing equipment for installing piles, and all labor and materials necessary to satisfactorily complete the work. Pipe piles that fail to meet the acceptance criteria will be rejected and no payment will be made for these piles. The unit price bid per foot shall also include the cost of removal of any material forced up above the bottom of footing by the driving of piles, backfilling of all cavities left by the extraction of damaged piles or from auger holes or soil deformations necessary to place piles,

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 606.7000015 - REMOVE AND DISPOSE OF CABLE GUIDE RAIL AND STORE POSTS

ITEM 606.7100015 - REMOVE AND DISPOSE OF CORRUGATED BEAM GUIDE RAIL AND STORE POSTS

ITEM 606.7200015 - REMOVE AND DISPOSE OF CORRUGATED BEAM MEDIAN BARRIER AND STORE POSTS

ITEM 606.7300015 - REMOVE AND DISPOSE OF BOX BEAM GUIDE RAIL AND MEDIAN BARRIER AND STORE POSTS

DESCRIPTION. Under these items, the Contractor shall remove existing guide rail or median barrier from the locations shown on the plans or indicated by the Engineer. Usable posts, usable fasteners designated in the Contract Documents and usable hardware designated in the Contract Documents shall be stored on-site at locations approved by the Engineer or off-site at locations designated in the Contract Documents. Guide rail or median barrier elements, other than the above, shall become the property of the Contractor and shall be disposed of offsite by the Contractor.

MATERIALS. Pallets shall be strongly constructed of substantial, sound, weather-resistant materials. Pallets may be new or used. Pallets shall be subject to the approval of the Engineer. Containers, cloth bags, and pavement repair materials shall be subject to approval by the Engineer.

CONSTRUCTION DETAILS. All usable posts and such usable hardware and usable fasteners as are designated in the Contract Documents to be stored shall be neatly stored by the Contractor on-site at locations designated or approved by the Engineer or, when designated in the contract documents, at offsite locations designated in the Contract Documents. The removal and storage work shall be done with reasonable care in a manner so as to not damage material designated for storage. Posts shall be neatly stacked on and secured to pallets with a maximum of fifty posts per pallet. Posts from the different type barriers shall be stored on separate pallets. Hardware items and fasteners designated for storage shall be stored separately, by type, in clean labeled weather proof containers or in labeled cloth bags. Pallets, containers, and cloth bags shall become the property of the State.

Support bolts in the 3 inch posts of corrugated barriers shall remain in the posts. Rail support plates used with box beam median barrier shall be detached from the post and be stored together in containers or bags along with their fasteners.

Bituminous surfaces, except those to be removed, shall be repaired to a safe and satisfactory condition to the satisfaction of the Engineer.

METHOD OF MEASUREMENT. The quantity to be measured for payment will be the number of linear feet of guide rail or median barrier removed in accordance with these specifications and the direction of the Engineer. Payment factors will not apply to this work.

BASIS OF PAYMENT. The unit price bid per for this work shall include the cost of furnishing all labor, equipment and materials necessary to complete the work. The work will be eligible for progress payments in accordance with the following: 75% upon satisfactory completion of all necessary removal, disposal, and storage; 25% upon satisfactory filling the resulting voids and restoring the affected areas to the satisfaction of the Engineer.

ITEM 613.04000001 - STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS

DESCRIPTION

This work shall consist of stockpiling and placing existing stream bed materials in conformance with the lines, grades and thickness shown in the Contract Documents or as directed by the Engineer.

MATERIALS

Stream bed materials shall come from the existing stream bed areas within the work limits as shown in the Contract Documents or as determined by the Engineer.

Stream bed materials shall be the surface layer of the native stream bed and shall be free of refuse and debris.

CONSTRUCTION DETAILS

1. Work Plan. The Contractor shall submit a work plan to the Engineer describing the methodology and equipment that will be utilized to complete the stripping, stockpiling, and placing of the stream bed materials. The work plan shall also identify the Contractor's protection of all watercourses from water borne sediment or other pollutants. No work shall commence in the stream bed until the Engineer has reviewed and provided the Contractor with written acceptance of the work plan.
2. Stripping of Existing Stream bed Materials. Stream bed materials shall be stripped from the areas and to the depth designated in the Contract Documents or as directed by the Engineer. The stream bed materials shall be stripped prior to starting the general excavation in the area. After stripping, the stream bed materials shall be immediately placed or stockpiled in a location approved by the Engineer and surrounded with an appropriate erosion control measure.
3. Preparation of Areas to Receive Stream bed Materials. The surface within the areas to be covered by stream bed materials shall be de-watered and graded so that the completed work after the stream bed material is placed, shall conform to the specified lines and grades. The Contractor shall chink the voids in these areas as necessary to the satisfaction of the Engineer, prior to the placement of the stream bed materials.
4. Placing and Spreading of Stream bed Materials. The stream bed materials shall be placed to the thickness and grade lines designated as shown in the contract documents and in a manner consistent with the approved work plan, unless otherwise directed by the Engineer.
5. Restoration. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded as required by the Engineer and put into a condition acceptable for seeding. Surplus stream bed materials shall be disposed of in accordance with the provisions of 203-Disposal of Surplus Excavated Material.

ITEM 613.0400001 - STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS

METHOD OF MEASUREMENT

Stream bed material quantities shall be measured in cubic yards, computed from the final (in place) payment lines shown on the plans except where revised payment lines are established by the Engineer.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all equipment, labor, and materials necessary to complete the work as specified. The stripping (excavation) of the stream bed materials shall be paid for under the appropriate excavation item(s) as noted in the Contract Documents.

ITEM 615.01010108 - MATERIAL FOR STREAM BED ESTABLISHMENT

DESCRIPTION

This work shall consist of furnishing and installing material for new stream bed establishment along stream channels, water bodies, or culverts that meets material requirements as provided in the contract documents and in this specification, and is placed as shown in the Contract Documents and as directed by the Engineer.

DEFINITIONS

A. Stream Bed Material Mix: A list of particle size divisions, given in the Contract Documents, which illustrates the corresponding volume percentages of stones with diameters four inches and larger, and a Soil Matrix. A given Mix may be used at one or more locations as shown on the contract documents.

B. Soil Matrix: The portion of stockpiled material that encompasses all particles smaller than four inches in diameter.

C. Visual Evaluation. Using a visual means to verify stockpile conformance regarding the general shape and texture of the material, and for determining an acceptable general gradation for the entire stockpile, as described in this specification.

D. Gradation Analysis. Using a mechanical means to identify the actual distribution by weight of a sample's gradation.

MATERIALS

A. General. The material shall be of natural origin and consist of rounded to sub-rounded cobbles and stones within a Soil Matrix, similar in appearance and texture to the existing stream bed material in the project area. The material shall be substantially free of shale or products from crushing or blasting operations. Stones greater than four inches in diameter shall be generally free of fractured faces or any dimensions that are larger than the maximum size stated in the Stream Bed Material Mix. Material salvaged from the project site may be used if obtained from areas identified in the Contract Documents or as approved by the Engineer.

Stream Bed Material Mixes shall be as specified in the Contract Documents.

B. Stockpiles. A separate stockpile shall be established for each Stream Bed Material Mix provided in the Contract Documents. Stockpiles shall contain a minimum of 30 cubic yards (unless the specified quantity for that Stream Bed Material Mix is less, in which case the minimum size shall be the specified quantity), shall have a height of at least four feet, and shall be trimmed to uniform surfaces and slopes. Each stockpile shall be identified with a durable and legible sign placed prior to evaluation and sampling.

C. Visual Evaluation. The Department will evaluate each stockpile for reasonably close conformance with MATERIALS, Part A, and the following gradation ranges:

ITEM 615.01XXNN08 - MATERIAL FOR STREAM BED ESTABLISHMENT

TABLE 620-A ACCEPTABLE GRADATION RANGES FOR STREAM BED MATERIAL MIX	
Size Designation	Percent of Total Stockpile by Volume
8 in. to Maximum Stone Size	Within 5% Of Volume Percentage In Contract Documents
4 in. to 8 in.	Within 10% Of Volume Percentage In Contract Documents
Less than 4 in. (“soil matrix”)	Within 10% Of Volume Percentage In Contract Documents

D. Sampling and Gradation Analysis: Unless otherwise indicated in the contract documents, a gradation analysis of the Soil Matrix shall also be performed. The Soil Matrix shall conform, as specified in the contract documents, to Type 1, Type 2 or Type 3 gradation, below. If no type is specified, gradation shall be Type 1. This Soil Matrix will be sampled and tested by the Department for reasonably close conformance with the specified gradation(s).

Soil Matrix Gradations:

1. Type 1

Sieve Size Designation	Percentage of Soil Passing by Weight
4 in.	100
1.00 in.	25 – 60
No. 10	5 – 40
No. 100	0 – 15

2. Type 2

Sieve Size Designation	Percentage Passing by Weight
4 in.	100
½ in.	40 – 85
No. 20	15 – 50
No. 100	0 – 20

3. Type 3: As specified in the Contract Documents.

BASIS OF ACCEPTANCE

Material For Stream Bed Establishment stockpiles will be accepted based on a satisfactory visual evaluation of the total stockpile plus a satisfactory gradation analysis performed on the Soil Matrix for that stockpile, unless the gradation analysis is waived, in which case acceptance will be on the visual evaluation alone..

The Engineer will furnish the Contractor with written results. If rejected, the Contractor may appeal the rejection by following the process described in the Department’s manual “*Procedure for the Control and Quality Assurance of Granular Materials*”.

CONSTRUCTION DETAILS

Work Plan: The Contractor shall submit a work plan to the Engineer describing the methodology and equipment that will be utilized to complete the stockpiling and placing of the

ITEM 615.01XXNN08 - MATERIAL FOR STREAM BED ESTABLISHMENT

streambed materials. The work plan shall also identify the Contractor's protection of all watercourses from water-borne sediment or other pollutants. No work shall commence in the streambed until the Engineer has reviewed and provided the Contractor with written acceptance of the work plan.

Placement: Material for Stream Bed Establishment shall be placed in accordance with the plans and details shown in the contract documents. The surface on which stream bed establishment is to be performed shall be de-watered and free of objectionable material. Material shall be loosely placed in a manner to minimize segregation, with final placement as approved by the Engineer. A top surface shall be established which contains small mounds and minor depressions that results in an uneven surface. After placement, Material for Stream Bed Establishment shall be thoroughly wetted prior to exposure to normal water flow conditions.

METHOD OF MEASUREMENT

This work will be measured as the number of cubic yards of Material for Stream Bed Establishment satisfactorily furnished and installed, to the nearest cubic yard. Any necessary excavation will be covered under a separate pay item.

BASIS OF PAYMENT

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

Payment will be made under:

Item No.	Item	Pay Unit
615.01010108	Material For Stream Bed Establishment	CY

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.