

AGREEMENT

THIS AGREEMENT made the <DATE>, by and between the City of Plattsburgh, New York, a municipal corporation of the state of New York chartered by the Laws of 1902, Chapter 269, as amended, with principal office at City Hall, Plattsburgh, New York, hereinafter called the "Owner" and <CONTRACTOR>, doing business as (an individual partnership or corporation), with principal office at <ADDRESS>, State of New York, hereinafter called the "CONTRACTOR."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

CONTRACT NO. LD036016
Local Pedestrian Safety Action Plan

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 days after the NOTICE TO PROCEED and will complete all work by _____.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$<VALUE> or as shown on the BID schedule.
5. The undersigned further agrees to accept the Itemized Bid as compensation for the completion of the project as detailed in the contract documents.
6. The term "CONTRACT DOCUMENT" means and includes the following:
 - a. Notice to Bidders
 - b. Bid Proposal Form
 - c. Contract Conditions
 - d. Performance, Labor and Material Payment Bonds
 - e. Drawings
 - f. Notice of Award/Notice to Proceed
 - g. All addenda issued
 - h. Change Orders
7. The Contractor agrees to pay liquidated damages and engineering charges as outlined in the Technical Information if the work is not substantially complete by the specified completion date.
8. The CONTRACTOR further agrees that so long as any lawful or proper direction concerning the Work or material given by the OWNER, or OWNER representatives, shall remain uncomplished with, the CONTRACTOR shall not be entitled to have any outstanding contract payment processed, nor shall any contract payment(s) be processed for Work performed or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

9. The CONTRACTOR shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the PROJECT provided that any such claim, damage, loss or expense is:
 - a. attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the PROJECT itself) including the loss of use resulting there from; and, is,
 - b. caused in whole or in part by a negligent act or omission of the CONTRACTOR, any subcontractor, or of anyone for whose actions any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.
10. In any and all claims against the Owner or any of its agents or employees by any employee of the CONTRACTOR, any one directly or indirectly employed by them, or anyone for whose actions any of them may be liable, the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.
11. The obligations of the CONTRACTOR under this contract shall not extend to the liability of the Mayor, and/or his designated official(s), arising out of:
 - a. the preparation and approval of maps, drawings, opinions, reports, services, change orders, designs or specifications, or
 - b. the giving of or the failure to give instructions by the Mayor, and/or his designated official(s), provided such giving or failure to give is the primary cause of such injury or damage.
12. The obligation of the CONTRACTOR to indemnify shall be covered by an appropriate insurance policy.

IN WITNESS WHEREOF, the parties have executed this agreement in three counterparts, each of which shall be deemed an original, the year and day first above written.

CITY OF PLATTSBURGH

By: _____
Christopher Rosenquest, Mayor

CONTRACTOR

By: _____

PRINT NAME & TITLE

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called the Contractor, and _____, a Surety Company authorized to do business in the State of New York, are held and firmly bound, in solido, unto the _____ existing under the laws of the State of New York, as Obligee, and hereinafter called the Owner, in the sum of _____ (\$ _____), payable in lawful money, bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents.

WHEREAS, the Contractor and the Owner have entered into a written Contract, dated the _____ day of _____, 20__, hereinafter called the Contract, whereby the Contractor has agreed to furnish all material, equipment, labor, tools, and do all the work necessary to perform:

Local Pedestrian Safety Action Plan
PIN 70PS.03, LD036016
City of Plattsburgh, Clinton County

in accordance with Plans, Specifications, Proposal, and other Contract Documents attached hereto and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH that the said Contractor shall well and truly, in a good, sufficient, workmanlike manner, and to the satisfaction of the Engineers, perform the complete work required, and shall promptly pay all persons, firms, or corporations who perform labor or furnish equipment, supplies, materials for use in the work thereunder, and shall satisfy all claims against the Owner and Engineer, for damages of life, limb, or property that may be caused by the acts of, or negligence of, the Contractor or any of its agents or employees, or any subcontractor employed by it and shall satisfy all suits or claims brought against the Owner and Engineer arising from the violation of any law, ordinance, regulation, order, or decree on the part of the Contractor, or any of its agents or employees; or sub-contractor employed by it or from any infringement or alleged infringement of patents in the work under said Contract; or howsoever originating from any of the operations under said Contract; and shall fully indemnify and save harmless the Owner and Engineer from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner and Engineer all outlay and expense which the Owner and Engineer may incur in making good any such default, and in all other particulars shall faithfully perform the Contract on his part according to the terms, covenants, and conditions thereof and within the time specified therein, then this obligation shall be void; otherwise, it will remain in full force and effect.

PROVIDED, FIRST, that should the Contractor fail to comply with the provisions of the Contract to such an extent that the Contract shall be forfeited, the Surety shall have the right to assume the Contract and proceed to perform or sublet the same, as therein provided. And the Surety shall, in that event, be subrogated to all the rights and interests of the Contractor arising out of the Contract, and be entitled to hold and use all of the equipment and properties of the Contractor which may be necessary for the completion of the Contract; and all moneys which may be due said Contractor at the moment of his default, or which may thereafter become due said Contractor under or by virtue of the Contract, shall become due and payable to the Surety as the work progresses, subject to all of the terms of the Contract.

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

(Continued)

SECOND, that any alterations which may be made in the terms of the Contract, or in the work or materials to be furnished thereunder; or the granting by the Owner of any extension of time, or any forbearance or action on the part of either the Owner or the Contractor toward the other under said Contract; shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns, from their liability hereunder; notice to the Surety of any such alteration, extension, forbearance, or action, being hereby waived; provided, that the written consent of the Surety shall first be obtained if any alteration be required which shall alter the general character of the work as a whole, or which shall increase the total amount to be paid to the Contractor by more than twenty-five (25%) percent.

THIRD, no right of action shall accrue hereunder to or for the use or benefit of anyone other than the Owner, and the Owner's rights hereunder may not be assigned without the written consent of the Surety.

WITNESS OUR HANDS AND SEALS, this _____ day of _____, 20__.

(SEAL)

Contractor

Witness

Address: _____

By: _____

Surety

Address: _____

By: _____

******NOTICE OF AWARD******

CITY OF PLATTSBURGH, NEW YORK

****NOTICE TO PROCEED****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

City of Plattsburgh Resolution Number _____ Date _____

PLEASE BE ADVISED that work may begin on the above contract on _____, 20__ and shall be completed on or before _____ 20__.

City of Plattsburgh Project Manager: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

Project Engineer: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

You are required to return an acknowledged copy of this NOTICE TO PROCEED within five (5) calendar days of the date of this Notice to:

City of Plattsburgh Department of Public Works

Street Address PO Box City State Zip Code

Telephone Fax

By: _____
Department Head Signature Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: _____
Authorized Signature Typed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20__.

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name

_____ Address

_____ Phone

_____ Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner and New York State and its employees are to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days' notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from and against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

(Name of Company)

(Print Name & Title)

(Signature)

APPROVAL OF OWNER:

(Signature)

GENERAL CONDITIONS

1. GENERAL CONDITIONS

Where any article of the General Conditions is supplemented hereby, the provisions of such article shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

Work, materials, plant, labor and other requirements of the General Conditions shall be furnished by the contractor. No direct payment shall be made for these General Conditions, and payment shall be deemed to be included in the Contract price or various items of the entire Contract.

2. CONTRACT DOCUMENTS

The Contract Documents include, but are not limited to, the General Conditions, General Specifications, Detailed Specifications, Plans, Proposal Form, Contract and other sections as either cited on the Index page(s) or actually included in the bound documents.

Each section of the Contract Documents is intended to be complementary to the other sections. It is intended that they include all items of labor and materials and everything required and necessary to complete the work, even though some items of work or materials may not be particularly mentioned in every section or may have been inadvertently omitted from the Drawings or Specifications or both.

3. APPROVAL OF SUBCONTRACTORS AND MATERIALS

Prior to commencing any work under this Contract, the contractor shall submit to the Engineer for approval a list of all the subcontractors and material suppliers it proposes to use for this Contract. No subcontractor or material supplier will be permitted to deliver materials or perform any work on this Contract until it has been approved by the Engineer.

4. INTERPRETATION OF DRAWINGS, ETC.

In the event of discrepancies between the Drawings and the Specifications, the following order shall be given preference when making interpretations:

- a. Addenda (later dates to take precedence over earlier dates).
- b. Drawings (schedules or notes to take precedence over other data shown on Drawings).
- c. Technical Specifications
- d. General Specifications
- e. General Conditions

On all Plans, Drawings, etc., the figure dimensions shall govern in the case of discrepancy between the scales and figures.

The contractor shall take no advantage of any error or omission in the Plans, or of any discrepancy between the Plans and Specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and of the Plans as construed by him, and his decision shall be final.

All work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the contractor as if designated in both. Should any work or material be required which is not denoted in the Plans and Specifications, either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required, and that the contractor shall perform such work and furnish such materials as if they were completely delineated and described.

5. ADDITIONAL WORK

Additional work, if required to be performed under this Contract, will be in accordance with the applicable paragraphs of the Contract. The Engineer shall be the sole judge as to whether such work was intended as part of the Contract or is in addition thereto.

6. SAFETY PROVISIONS

The contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees. In case of an accident, first aid shall be administered to any who may be injured in the progress of the work. In addition, the contractor shall also be prepared for the removal to the hospital for treatment of any employee either seriously injured or ill.

7. SANITARY REGULATIONS

In addition to compliance with the Occupational Safety and Health Act, the contractor shall erect and maintain necessary sanitary conveniences for the use of employees on the work. Such conveniences shall be properly secluded from observation, and their use shall be strictly enforced. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances or regulations governing these facilities. The contents of same shall be removed with sufficient frequency to prevent nuisance, and disposed of to the satisfaction of the Engineer.

The contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. In case any infectious diseases occur among its employees, it shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work.

8. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION

By means of the on-site observations of the work in progress, the Engineer will endeavor to provide protection for the Owner against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the contractor's construction means, methods,

techniques, sequences or procedures, or of any safety precautions and programs in connection with the work.

The contractor is responsible for complete conformance to the Plans and Specifications, proper construction procedures, coordination with subcontractors, other contractors and utilities, and safe working conditions for its employees.

9. LABOR

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto. All contractors and subcontractors shall submit original copies of certified payroll records for each period worked at the site. In addition all contractors and subcontractors shall provide a completed Affidavit of Labor as required by the New York State Labor Law 220. Such documents shall be provided for each payroll week prior to issuance of any partial or final payment.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.

10. CLAIMS OR PROTESTS

If the contractor considers any work required of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineers or Inspectors as unfair, he shall ask for written instructions or decisions immediately, and then file a written protest with the Owner against the same within five days thereafter, or be considered as having accepted the record or ruling.

11. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES

The contractor shall cooperate in every way with the utility companies. All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL, Section 761.

All conduits, water mains and gas mains encountered in the construction shall be properly and safely taken care of by the contractor, who shall, upon encountering same, notify the public corporation to whom they belong, in order that they may be changed in such a manner as not to interfere with the final construction.

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit by reason of negligence on the part of the contractor, he shall, without delay and at his own expense, repair same to the satisfaction of the Engineer, and in case such repairs are not made promptly or satisfactorily, the Owner may have the repairs made by another contractor or otherwise, and deduct the cost of same from any monies due or to become due the contractor.

12. INFRINGEMENT OF PATENTS

The contractor further agrees to hold himself responsible for any claims made against the Owner for any infringement of patents by the use of patented articles in any one phase of construction of the work and

the completion of same, or any process connected with the work agreed to be performed under this Contract, or of any materials used upon said work and to save harmless and indemnify the Owner from all costs, expenses and damages which the Owner shall be obliged to pay by reason of any infringement or patents used in the construction and completion of the work.

13. DAMAGES

All damage, direct or indirect, of whatever nature resulting from either the performance of, or resulting to the work under, this Contract during its progress from whatever cause, shall be borne and sustained by the contractor, and all work shall be solely at his risk until the date of the final payment request.

END OF SECTION

DEFINITIONS AND TERMS

Same as Section 101, of the New York State Department of Transportation Standard Specifications, Construction and Materials (US Customary Units), as of January 1, 2023 and all addenda.

References to the City's representative "C&S Engineers, Inc." and City personnel shall hereinafter be made as the "Engineer".

Under this contract the New York State Department of Transportation, Office of Engineering Standard Specifications, Construction and Materials (US Customary Units), as of January 1, 2023 and all addenda are amended as follows:

Under Section 101-02 – Definitions and Terms

1. Page 8, Chief Engineer
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "City of Plattsburgh Department of Public Works Superintendent" or his authorized representative.
2. Page 8, Commissioner
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "City of Plattsburgh Department of Public Works Superintendent".
3. Page 10, Department
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "City of Plattsburgh Department of Public Works" and may also be used to mean the "City of Plattsburgh Department of Public Works Superintendent" or his authorized representative.
4. Page 10, Departmental Geotechnical Engineer
Delete the stated definition. The "City of Plattsburgh Department of Public Works Superintendent" or his authorized representative shall be responsible and is in charge of all engineering and construction work on this contract.
5. Page 10, Departmental Engineering Geologist
Delete the stated definition and substitute the same definition as above for Departmental Geotechnical Engineer.
6. Page 10, Engineer or Engineer-In-Charge
Delete the words "Department of Transportation" and substitute "City of Plattsburgh Department of Public Works". Also delete the words "Regional Director" and substitute "City of Plattsburgh Department of Public Works Superintendent".

7. Page 11, Final Agreement
Delete “State of New York Department of Transportation” and substitute “City of Plattsburgh Department of Public Works”.
8. Page 11, Inspector
Delete “The Department of Transportation” and substitute “The authorized representative of the City of Plattsburgh Department of Public Works”.
9. Page 13, Materials Bureau
Delete the word “Bureau” and the stated definition and substitute “City of Plattsburgh Department of Public Works has the responsibility in the quality assurance for materials to be used on the contract”.
10. Page 15, Regional Director
Delete the stated definition and substitute: “When used, means the City of Plattsburgh Department of Public Works Superintendent”.
11. Page 16, State
Delete the stated definition and substitute: “When used, means the City of Plattsburgh, represented by the City of Plattsburgh Department of Public Works through the City of Plattsburgh Department of Public Works Superintendent”.

Under Section 102 – Bidding Requirements and Conditions

1. Pages 17 and 18, Subsection 102-01, Location of Regional Offices
Delete entire subsection -- not applicable.
2. Page 22, Subsection 102-06, Bid Deposit
Delete from the second and third lines the words “New York State Department of Transportation”, and substitute “City of Plattsburgh”.

SUPPLEMENTARY CONDITIONS

1. DESCRIPTION

- A. The following supplements modify, delete from, and/or add to the General Conditions.
 - 1. All articles, or portions thereof, which are not specifically modified, deleted, or superseded hereby remain in full effect.
 - 2. The General Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Section 100 of the New York State Department of Transportation (NYSDOT) Standard Specifications.

2. PROPOVAL REQUIREMENTS AND CONDITIONS

- A. A Bidder must submit all bids on the proposal forms contained in the Contract Documents. The City of Plattsburgh ("Owner") shall furnish Bidders with proposal forms. All attachments are necessary to the proposal forms and must not be detached. Any plans, specifications, or other documents referenced in the proposal form are part of the proposal whether attached or not.

3. SPECIAL LABOR REQUIREMENTS

The Owner, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall provide, such information as the Owner deems necessary in order to ascertain the pecuniary and financial accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

The Owner may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

- A. Description of its experience with projects of comparative size, complexity, and cost within recent years, demonstration of Contractor's ability and capacity to perform a substantial portion of the project with its own forces;
- B. Documentation from previous projects regarding:
 - 1. Timeliness of performance;
 - 2. Quality of work; extension requests;
 - 3. Work, including fines and penalties imposed and payment thereof;
 - 4. Liens filed;
 - 5. History of claims for extra work;
 - 6. Contract defaults, together with explanations of same.
- C. Identification and description of any projects within the previous five (5) years that the

apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof;

- D. An adequate demonstration of financial responsibility, which may include in the Owner's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possess adequate resources and availability of credit and ability to procure insurance and bonds required for the project;
- E. Disclosure of any suspension or revocations of any professional license of any director, officer owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession;
- F. Disclosure of any and all OSHA violations within the previous three (3) years, as well as all notices of OSHA citations filed against the apparent lowest bidder in the same three (3) year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation;
- G. Disclosure of any and all violations within the previous five (5) years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities;
- H. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the Owner considers appropriate;
- I. Disclosure of any litigation (including copies of pleadings) in which the apparent lowest bidder has been named as a defendant or third party defendant in the action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five (5) years;
- J. Disclosure of violations of the Prevailing Wage and Supplement Payment requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the previous five (5) years;
- K. Disclosure of violations of the Workmen's Compensation Law, including, but not limited to the failure to provide proof of Workmen's Compensation or Disability coverage and/or any lapses thereof;
- L. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, it's officers, directors, owners and/or managerial employees, within the previous five (5) years;
- M. Disclosure of any violations within the previous five (5) years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations;

- N. Identify all work to be subcontracted when requested by the Owner, identifying the firm(s) to which the work will be subcontracted. All subcontractors are subject to the approval of the Owner. The approval of the subcontractors by the Owner, as provided in the general conditions, shall be subject to the same evaluation of responsibility;
- O. Verification that the apparent lowest bidder, as Prime Contractor, will perform with its own organization, contract work amounting to not less than 30 percent of the total contract price, according to the provisions of NYSDOT Standard Specification Section 108-05 SUBLETTING OR ASSIGNING THE CONTRACT.

Prior to a final determination that the apparent lowest bidder is not responsible, the Owner shall notify the part of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest bidder to appear and be heard, prior to a determination be made regarding its responsibility.

In the event the amount of the lowest bid appears disproportionately low when compared with estimates undertaken, by or on behalf of the Owner and/or compared to other bids submitted, the Owner reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

Notwithstanding the above, the Owner reserves the right to reject any and all bids as elsewhere provide herein.

4. TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and time for completion of the work specified herein are essential conditions of the contract. It is further mutually understood and agreed that the time for completion of the work described herein is a reasonable time for the same, taking into consideration the average climatic range, and usual industrial conditions prevailing in this locality.
- B. If delays are caused by acts of God, acts of government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the work provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner in writing, with a copy to the Engineer, of the cause and particular of the delay.

If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the work. This paragraph shall be interpreted to include delays in receipt of materials, provided the Contractor placed his order and submitted shop drawings for such material promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry. The

Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

- C. As a part consideration for the awarding of this Contract, the Contractor furthermore understands and agrees that if he shall neglect, fail or refuse to complete the work by the time for completion, the Owner has the right to immediately terminate the contract, to withhold payment of all contract amounts payable to the Contractor and all contract amounts previously retained by the Owner, and to proceed to complete the work through other third-party contracts and/or with its own forces. If the cost of completing the work exceeds unpaid and retained contract amounts, and if the Owner is otherwise damaged due to the Contractor's failure to complete the work by the time for completion, the Owner shall pursue all remedies under the contract and the law to seek reimbursement of and otherwise recover all such damages from the Contractor. Such damages shall be in addition to the Liquidated Damages and Engineering Charges stipulated in the Technical Information of these Contract Documents. Liquidated Damages and Engineering Charges will be calculated on the basis of the number of calendar days following the completion date until the Owner completes the work following termination of the Contract.

5. PERIODIC PROGRESS PAYMENTS

- A. The Engineer shall make an approximate estimate each month of the value of the work done and materials incorporated in the work to the date of the estimate less any amount previously paid to the Contractor, provided the said monthly work exceeds one thousand dollars (\$1,000.00) in value. The Owner will pay the Contractor, in accordance with the terms of this Contract, on the basis of these estimates, less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, provided that the Contractor has submitted all required documentation to the satisfaction of the Owner.
- B. In making monthly estimates of the value of the work done and materials incorporated in the work, the Contractor may include in the current estimates (with the Owner's approval) the delivered cost, as modified below, of equipment and non-perishable materials which have been tested for adequacy and which have been delivered to the site or off-site by the Contractor and/or subcontractor and adequately protected from fire, theft, vandalism, the effect of the elements, and any damage whatsoever. Such materials and equipment shall at all times be available for inspection by the Engineer and the Owner. The Owner may limit such payment to materials in short and/or critical supply and materials specifically fabricated for the project each as defined in the Contract.
- C. No progress payment shall be made for said material and equipment until:
 - 1. The Contractor furnishes to the Engineer invoices establishing the value of the said materials and/or equipment, with an indication of the amount the Contractor agrees to pay the vendor, which must be at least ninety percent of the invoice value. Such invoices shall be furnished at least ten days in advance of the date of preparation of the monthly estimates as established by the Engineer.
 - 2. The Engineer shall have inspected said material and equipment and recommended

payment therefore;

3. The Contractor furnishes to the Owner, unless otherwise specified, the fire insurance policies, with the broad form extended coverage endorsement, for said material and equipment, in an amount equal to one hundred percent of the value thereof, which policy shall be maintained at the sole cost and expense of the Contractor, until said material and equipment has been incorporated into the Project. Such insurance to be as provided in this Contract.
- D. Within sixty days of the submission to the Owner of any progress payment including payment for said materials and/or equipment, or within thirty days of the date of payment to the Contractor by the Owner, whichever is longer, the Contractor shall furnish to the Engineer satisfactory evidence that the funds included in the progress payment for said materials and/or equipment have been paid to the vendors supplying such items. Satisfactory evidence shall be a cancelled check in the correct amount and including identification of the invoice or invoices paid; a letter or telegram from the vendor stating the amounts and invoices that have been paid (such communication shall be signed by a properly authorized employee of the vendor); or a receipted invoice.
- E. Should the above evidence of payment not be furnished, the Engineer will deduct any funds included in previous estimates for such materials and/or equipment for which said evidence has not been furnished from the current payment estimate.
- F. Any payment made for materials and equipment delivered will not relieve the Contractor of any responsibility for furnishing all the necessary equipment and materials as needed for prosecution of the work in the same manner as if such payments had not been made.
- G. 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.

6. PROJECT COMPLETION

- A. When, in the opinion of the Engineer, the Contractor has substantially completed the work, final acceptance activities as identified in Section 109-09 of the NYSDOT Standard Specifications will commence.
- B. The project shall be completed by July 31, 2023 unless otherwise approved under the provisions of this contract.

7. NOTICE OF EMPLOYEES' RIGHTS: CONTRACTORS RESPONSIBILITIES

- A. The Contractor and as applicable, all subcontractors, acknowledge and agree to establish and maintain a bulletin board at or near the established job site, management office, or at such site as the Owner directs, for the conspicuous posting of notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the project, Worker's Compensation Law Notices and all other notices as the Owner may require

the Contractor to post at the site. Such postings shall be maintained in a legible manner and shall be secure from deterioration and/or obliteration by the elements, defacement and acts of vandalism; and shall be replaced if damaged, defaced, rendered illegible or removed for any reason. The posting of such notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed. Said notices shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

- B. The Contractor and all subcontractors shall provide written notice to each employee that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the project site.
- C. The Contractor and all subcontractors shall maintain at the job site (or such place designated by the Owner) copies of original payrolls, employee attendance records and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law.
- D. The Contractor and all subcontractors shall provide the Owner on a weekly basis, copies of certified payrolls and certification of payment of wage supplements. Contractor shall also provide the Owner with such subcontractor's certified payrolls, affidavits, vouchers and receipts as to delivery and payment for materials (as the Owner deems necessary to substantiate claims and requests for payment).
- E. The Contractor and all subcontractors shall pay all wages, and supplements required by law. In the event that cash payments in lieu of fringe benefit supplements are made upon the option of the contractor, such payments shall be made by check, draft, or order payable to the employee. The Contractor shall maintain records of such payments and present such records for inspection upon request of the Owner.
- F. The Contractor and all subcontractors agree that there will be no interruption in the performance of the work under this agreement. Neither shall the contractor nor shall the contractor permit any of its subcontractors to employ any labor or means whose employment or utilization during the course of the contract may tend to, or in any way cause, or result in, the interruption of work due to strikes, work stoppages, delays, suspension of work or similar troubles by labor employed by the Contractor or its subcontractors, or by any of the trades working in or about the job sites where work is being performed under this contract, or any other contract, on the job sites. Upon finding and written determination by the Owner, or its agents, that the Contractor is in violation of this paragraph, the Contract may be terminated and canceled without any penalty to the Owner and the Owner shall be entitled to recover any damages from the Contractor that may have been caused by such violations.
- G. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill trade, or other professional or licensed trades.

- H. All bonding must be with an insurance company licensed to do business in New York State.
- I. The Contractor and all subcontractors under the contractor must properly classify employees as employees rather than as independent contractors and treat them accordingly for purposes of Workers Compensation, insurance coverage, unemployment taxes, social security and income tax withholding.
- J. The submission of any false or misleading information made by any Contractor or subcontractor in connection with these Contract requirements may, upon notice and hearing be subject to contractual and legal provisions, and may result in immediate disqualification.
- K. To the extent not previously provided for herein, and on an ongoing basis throughout the course of the project, a contractor/subcontractor shall be required to provide information including but not limited to the following:
 - 1. any debarments or suspensions by any jurisdiction or contracting agency (federal, state, or local);
 - 2. any findings that the contractor/subcontractor has been determined to be nonresponsive or otherwise ineligible to submit bids/proposals on any project;
 - 3. any findings of default in any project by a contractor/subcontractor;
 - 4. any termination or lawsuits, arbitration claims or legal claims filed against the contractor/subcontractor in connection with any project;
 - 5. any declaration of bankruptcy or receivership by a contractor/subcontractor;
 - 6. any findings subsequent to initial submission that this contractor/subcontractor has been found to be in violation of any statute, regulation or other law by any local, state or federal administrative agency or that any contractor/subcontractor has been accused of, investigated for or charged with any such alleged violations;
 - 7. advise with respect to the revocation of any license, permit or certification;
 - 8. any bond denial;
 - 9. or any issue that might give rise to a conflict of interest that an individual is engaged in managerial or advisory capacity for the contractor/subcontractor and also has a relationship with solicitations for contract work.

For the purpose of this paragraph, the term “contractor/subcontractor” shall mean:

The Contractor or subcontractor submitting the bid/proposal; any persons related to the contractor/subcontractor through common ownership, common management or common officers or directors; and firms which any of the owners, officers, directors of the submitting contractor/subcontractor previously participated in as an owner, officer or director.

8. SANCTION

Any contractor or subcontractor under the contract who fails to maintain throughout the entire duration of the construction project, compliance with any of the employees’ rights conditions set forth above, may be subject to one or more of the following sanctions (upon notice and subject to any other contractual or legal requirements):

1. Cessation of work until compliance is obtained;
2. Removal from project altogether;
3. Withholding of payment until compliance is obtained;
4. Liquidated damages based on the value of the contract.

In addition to the sanctions outlined above, a prime contractor shall be liable for any violations by its subcontractors.

The determination with respect to sanctions hereunder, together with the procedures and guidelines to be followed with respect to determining whether sanctions are appropriate under the circumstances, shall be determined by a duly authorized representative of the Owner.

9. PROTECTION OF UNDERGROUND UTILITIES

The Contractor shall notify the appropriate underground facilities protective organization (Dig Safely New York and other nonmember utilities) before any excavation is started or any penetrations are made. NYS Law, Industrial Code Rule 753, requires notice to be given to operators of underground facilities at least two, but not more than ten, full working days prior to commencement of excavation or demolition work. Nonmember utilities must be contacted separately.

10. POTENTIAL LEAD AND/OR ASBESTOS CONTAINING MATERIALS

Based on the best available data, work to be performed under this contract does not require the disturbing, destruction, or removal of any known materials containing asbestos or lead.

11. POTENTIAL CONTAMINATED MATERIALS

A contaminated materials and hazardous substances screening was conducted for this project and is available for the Contractor's review. The purpose of the screening was to identify recognized environmental conditions (REC) which would point towards the likelihood of encountering contaminated materials or hazardous substances during construction phases of the project. A REC is the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water or surface water of the property.

This screening revealed no evidence of a Recognized Environmental Condition except for:

- NYSDEC records indicating a fuel spill at the northeast corner of Cornelia and Broad Streets (Stewart's Shops). The incident is closed and no contaminated soil is expected to be encountered. If the Contractor encounters any suspect soil, notify the Engineer immediately.

12. SUBMITTALS

Each submittal shall be assigned a unique number, with the exception of resubmissions, which

shall bear the number of the original submission with an "A", "B", "C" etc. appended to denote subsequent submissions.

- A. The Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any other Contractor, a minimum of three (3) sets of all shop drawings required and the Engineer shall distribute them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with him corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings.
- B. A Material Certification is required for each actual delivery of material to the site. The certification shall include the following information:
 - 1. Material name and Item number.
 - 2. Contractor's name and job location.
 - 3. Manufacturer's name, address and telephone number.
 - 4. Certification from the manufacturer that the materials comply with the appropriate specifications. Also there shall be a statement as to domestic origin. Certification must be signed by a person who will legally bind the company indicated by a statement or title of his position in the company.
 - 5. Quantity being shipped.
 - 6. Date of Delivery.
- C. All deliveries to the site shall be accompanied by a delivery ticket. The delivery ticket shall include the following information:
 - 1. Material Name
 - 2. Contractor's name and job location.
 - 3. Supplier name, address, and telephone number.
 - 4. Quantity being delivered.
 - 5. Date of Delivery
- D. The Contractor does not have to account for testing costs of the material items listed above. The Contractor is responsible for notifying the Engineer prior to commencing with the above items.
- E. It is the intent of these specifications that materials of construction shall be obtained from approved sources of the New York State Department of Transportation. Tests made by the agency are acceptable to the Owner. This shall in no way preclude the Owner from requiring retesting or additional tests if, in the opinion of the Engineer, it is in the best interests of the Owner to do so.
- F. Asphalt materials shall be provided only by NYSDOT approved plants.

13. REQUEST FOR INFORMATION

- A. Requests for Information (RFI's) are a communication tool to facilitate resolution of or to

clarify design document issues. As such, it is of paramount importance that the RFI process be formal and documented at all points in the submission and response to the RFI.

- B. RFI's will address legitimate questions from the Contractor (or subcontractors through the Contractor), to clarify design documents.
- C. No questions of consequence will be answered regarding the Contract Documents unless they are addressed in an RFI. The RFI shall be submitted in advance of the work that it addresses in order to allow time for response.
- D. The RFI process shall be as follows:
 - 1. Contractor initiates RFI to address a legitimate question, providing a detailed question, Contract Document references, a suggested solution, and an opinion as to monetary or time damages.
 - 2. Contractor will submit two copies of the RFI to the Engineer.
 - 3. The Engineer will review the RFI to ensure that the RFI is complete. Incomplete RFI's will be returned to the Contractor. If complete, the Engineer will assign a number to the RFI, record the RFI in the RFI log, then determine who will be the Primary Responder. Generally, technical interpretations of the Contract Documents will be the responsibility of the design Engineer.
 - 4. Within five (5) calendar days the Primary Responder will address the question on the RFI form and return it to the Engineer (assuming that the Primary Responder is not the Engineer). If the response hinges on the response of others, the Engineer will be given an estimate of response time so that the Contractor can be informed.
 - 5. If the Engineer has questions regarding the response, the questions will be addressed with the Primary Responder prior to the return of the RFI to the Contractor.
- E. The Engineer will record the response date of the RFI, a short summary of the resolution in the RFI log, and an opinion as to any monetary and/or time damages that are a result of the answer, and transmit it to the Contractor.
- F. In the event an RFI addresses an illegitimate item, the RFI will be logged and returned to the Contractor by the Engineer with a reason that the RFI was returned. An illegitimate RFI is an RFI that addresses a clearly identifiable item that should have been addressed pre-bid or is contained within the Contract Documents. In such case the return of the RFI signifies a removal of the question from the RFI process and that the question will be handled in another forum.
- G. In the event that the Contractor submits multiple RFI's at the same time, the Engineer will inform the Contractor that the RFI's will be prioritized and will be addressed in the prioritized order, with the first response coming within 5 calendar days. The remainder of the responses will be staggered at 3 day maximum intervals and will be provided in order of priority. The Contractor will review, revise priorities based on construction schedule, and sign off on the final prioritization.

FEDERAL CONTRACT REQUIREMENTS

LAFAP CHAPTER 12

CHAPTER 12, APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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If Sponsors use NYSDOT Standard Specifications for their construction projects, include the following Federal requirements in **ALL** contract bid proposals:

- ☐ **Certification for Federal Aid Contracts.**
- ☐ **Disclosure of Lobbying Activities.**
- ☐ **Non-Collusive Bidding Certification**, this format provides a single signature page for the bidder to sign with all requirements listed.
- ☐ **U.S. Department of Transportation Hotline Information.**
- ☐ **Equal Employment Opportunity Requirements.** See Section 102-11 of the NYSDOT Standard Specifications.
- ☐ **FHWA-1273 Required Contract Provisions.**

CERTIFICATION FOR FEDERAL AID CONTRACTS

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by
OMB
0348-0046

Continuation Sheet

Reporting Entity: _____ Page _____ Of _____

Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

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

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

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

Non-collusive bidding certification.

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

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

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

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

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

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

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

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

(A) 2

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

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

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

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

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

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

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

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

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

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

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

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____

Street or P. O. Box No. _____

City _____

State

ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

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

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

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

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMEN

**[SEE SECTION 102-11 OF THE
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St. Lawrence	2.5
Bronx	*	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	*	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	*	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

*** The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:**

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Fitters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

GOALS FOR WOMEN**Female Goals - 6.9%**

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

The following provision is adopted from 23

CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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

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

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

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

e. The contractor's EEO policy and the procedures to implement such policy will be

brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be

taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible

under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

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

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

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of

materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and

women employed in each work classification on the project;

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

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

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

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes

waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the

contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which

has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

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

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

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

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

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

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

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and

Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards.

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor,

such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The

term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

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

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

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

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

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

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

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

management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to

work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

in this transaction.

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

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

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if

a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general

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

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

a. To the extent that qualified persons regularly residing in the area are not available.

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

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

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

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

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

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

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

FEDERAL CONTRACT REQUIREMENTS

LAFAP CHAPTER 13

EQUITABLE BUSINESS OPPORTUNITIES (EBO) REPORTING SOFTWARE

The New York State Department of Transportation (NYSDOT) utilizes a web-based civil rights reporting system called EBO (Equitable Business Opportunities). The Contractor is required to utilize this reporting software in accordance with NYSDOT Specification 105-21 and Section 15.4.8 of the NYSDOT Procedures for Locally Administered Federal Aid Projects.

All contractors and subcontractors who do not have a current account on the NYSDOT Equitable Business Opportunities (EBO) System will be required to pay a fee of \$75.00 for required training on the software.

Table 13-2 Summary of Civil Rights Reporting Requirements – Construction Contracts					
	Form #	Form Name	Submission	Source	Comments
Pre-Award	AAP10LL	DBE Solicitation Log	7 days after bid opening	Prime	Provide if DBE Goal is not met
	AAP15LL	Designation of CR Representatives	7 days after bid opening	Prime/ Subs	Not required for Material Suppliers; entered into EBO
	AAP19LL	DBE Schedule of Utilization	7 days after bid opening	Prime	Entered into EBO
	AAP20LL	DBE Utilization Worksheet	7 days after bid opening	Prime	Entered into EBO
	AAP23LL	Pre-Award DBE Trucking Commitment Info	7 days after bid opening	Prime	Provide if trucking is utilized; entered into EBO
	AAP22LL	Pre-Award DBE Material Supplier Commitment Info	7 days after bid opening	Prime	Provide if suppliers are utilized
Post-Award	AAP35LL	Workforce Participation Plan	Preconstruction Meeting	Prime	Each time there is a significant change. A separate form is required for each year. Composite workforce. If not approved, no work shall occur until such time that it is accepted
	AAP15LL	Designation of CR Representatives	Revisions	Prime/ Subs	Entered into EBO
	AAP19LL	DBE Schedule of Utilization	Revisions	Prime	Entered into EBO
	AAP20LL	DBE Utilization Worksheet	Revisions	Prime	Entered into EBO
	AAP21LL	Contractor Report of Contract Payments	Every estimate	Prime	Entered into EBO
	AAP26LL	Monthly Training Progress Report	20 th of the following month	Prime	If applicable; entered into EBO; print and obtain all signatures
	AAP33LL	Monthly Employment Utilization Report	15 th of the following month	Prime/ Subs	Workforce data entered into EBO

NYSDOL Prevailing Wage Rates and Federal Davis-Bacon Wage Rates

The Contractor will be aware that the higher of the NYSDOL Prevailing Wage Rates and the Federal Davis-Bacon Wage Rates must be paid to the Contractors' and Subcontractors' employees. The current rates at the time of work completion shall be paid. The applicable rates can be found online at the following web addresses:

Federal Davis-Bacon Wage Rates:

<https://beta.sam.gov>

NYSDOL Prevailing Wage Rates:

<https://apps.labor.ny.gov/wpp/doFindProject.do>

The rates current as of the date of Advertisement have been included in this proposal for bidding purposes.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Plattsburgh

Stephen George, Chief Engineer - Highways
C&S Engineers, Inc.
499 Col. Eileen Collins Blvd
Syracuse NY 13212

Schedule Year 2022 through 2023
Date Requested 11/09/2020
PRC# 2020011413

Location Cornelia Street, Oak Street
Project ID# LD036016
Project Type Pedestrian safety improvements, including new pedestrian signals, curb ramps, pavement markings and signs, at five signalized intersections in Plattsburgh.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

"General Decision Number: NY20220006 08/05/2022

Superseded General Decision Number: NY20210006

State: New York

Construction Types: Heavy and Highway

Counties: Clinton and Essex Counties in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

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

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

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

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

Modification Number Publication Date
0 01/07/2022

1	02/25/2022
2	05/13/2022
3	05/20/2022
4	07/22/2022
5	08/05/2022

BRNY0002-013 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.23	19.51+a

FOOTNOTE:

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

* CARP0291-006 07/01/2022

	Rates	Fringes
CARPENTER		
HEAVY & HIGHWAY		
CONSTRUCTION		
Carpenter.....	\$ 36.77	24.25
Pile Driver.....	\$ 33.02	21.10

ELEC0910-001 04/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	5.75%+22.48

ELEC1249-003 05/04/2020

	Rates	Fringes
ELECTRICIAN (LINE		
CONSTRUCTION: LIGHTING AND		
TRAFFIC SIGNAL Including any		
and all Fiber Optic Cable		
necessary for Traffic Signal		
Systems, Traffic Monitoring		
systems and Road Weather		
information systems)		
Flagman.....	\$ 27.72	6.75%+33.90
Groundman (Truck Driver)....	\$ 36.96	6.75%+33.90
Groundman Truck Driver		
(tractor trailer unit).....	\$ 39.27	6.75%+33.90
Lineman & Technician.....	\$ 46.20	6.75%+33.90
Mechanic.....	\$ 36.96	6.75%+33.90

FOOTNOTE:

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

ELEC1249-004 05/03/2021

	Rates	Fringes
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ELECTRICIAN (Line
Construction)

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

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

Substation:

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

Switching structures;
railroad catenary
installation and
maintenance, third rail
type underground fluid or
gas filled transmission
conduit and cable
installations (including
any and all fiber optic
ground product by any
other name manufactured
for the dual purpose of
ground fault protection
and fiber optic
capabilities), pipetype
cable installation and
maintenance jobs or
projects, and maintenance
bonding of rails; Pipetype
cable installation

Cable Splicer.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40

Mechanic.....\$ 44.82 7%+34.40

FOOTNOTE:

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

ELEC1249-008 01/01/2022

	Rates	Fringes
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ELECTRICIAN (Line
Construction)

TELEPHONE, CATV
FIBEROPTICS CABLE AND
EQUIPMENT

Cable splicer.....	\$ 36.28	3%+5.14
Groundman.....	\$ 18.25	3%+5.14
Installer Repairman- Teledata		
Lineman/Technician- Equipment Operator.....	\$ 34.43	3%+5.14
Tree Trimmer.....	\$ 28.25	3%+10.23

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

ENGI0158-027 07/01/2018

HEAVY & HIGHWAY

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 43.47	26.05+a
GROUP 2.....	\$ 42.56	26.05+a
GROUP 3.....	\$ 39.99	26.05+a
GROUP 4.....	\$ 47.47	26.05+a
GROUP 5.....	\$ 46.47	26.05+a
GROUP 6.....	\$ 45.47	26.05+a
GROUP 7.....	\$ 45.08	26.05+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three

Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

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

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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

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

IRON0012-002 07/01/2019

	Rates	Fringes
Ironworkers:		
SHEETER.....	\$ 31.80	28.59
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER & RIGGERS, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN, WELDER.....	\$ 31.55	28.59

* LAB01822-001 07/01/2022

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.27	26.80+a
GROUP 2.....	\$ 29.27	26.80+a
GROUP 3.....	\$ 29.47	26.80+a
GROUP 4.....	\$ 29.67	26.80+a
GROUP 5.....	\$ 32.27	26.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1. Basic Rate, Flagman Outboard and Hand Boats.

GROUP 2. Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer Paverment Breaker, Handlers of all Steel Mesh, Small Generators of Laborers' tools, installation of bridge drainage pipe, Pipe Layers, Vibrator type rollers, tamper, Drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2" and single diaphragm) nozzle (asphalt, gunite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil and air tool operators, Wrecking Labor.

GROUP 3. All rock or drilling machine operators (except quarry master and similar type) Acetylene Torch operator, asphalt raker, powderman.

GROUP 4. Blaster, form setters, stone or granite curb setters.

GROUP 5. Hazardous Waste, Asbestos Abatement and Removal.

FOOTNOTE:

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

* PAIN0201-002 05/01/2022

	Rates	Fringes
Painters:		110

Zone #2 All of ESSEX COUNTY

Lead Abatement Workers, Structural Steel.....\$ 31.79	19.75
Painters, Drywall Finishers, Spray.....\$ 30.79	19.75

Zone #3 All of CLINTON COUNTY

Lead Abatement Workers, Structural Steel.....\$ 31.79	19.75
Painters, Drywall Finishers, Spray.....\$ 30.79	19.75

PAIN0806-003 10/01/2021

CLINTON AND ESSEX COUNTIES

	Rates	Fringes
Painters:		
Structural Steel and Bridge.\$ 53.00		51.23

PLUM0773-001 05/01/2022

	Rates	Fringes
Plumber and Steamfitter		
CLINTON COUNTY.....\$ 39.65		32.73
ESSEX COUNTY.....\$ 40.65		32.73

SHEE0083-001 06/01/2019

	Rates	Fringes
Sheet metal worker.....\$ 33.73		33.04+a

FOOTNOTE:

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

TEAM0687-003 06/01/2018

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY CONSTRUCTION		
GROUP 1:.....\$ 25.82		25.16+a
GROUP 2:.....\$ 26.04		25.16+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-ups, panel trucks, flatboy materials trucks (straight jobs), single axle dump trucks, dumpsters and receivers, greasers, truck tireman, parts chaser₁₁ tandems

and batch trucks, mechanics, semi trailer, lowboy trucks, asphalt distributor trucks and agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck and bus

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

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

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

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

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

TECHNICAL INFORMATION

Availability of Right-of-Way

1. The Contractor shall notify the City of intent to start work at least five days in advance.
2. The Contractor is hereby notified that immediate possession of all sites within the existing ROW boundaries of the contract limits is available for construction operations.
3. All work to be performed under this contract shall be within the public Right-of-Way (ROW) in accordance with Section 105-15 of the NYSDOT Standard Specifications. The Contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.
4. If Contractor is unable to identify the limits of the Rights-of-Way when the contract calls for work in those vicinities, the Contractor shall contact the Engineer for definitive boundary determinations before any work may be initiated at those locations (NYSDOT Standard Specifications Sections 105-10 and 625).
5. In accordance with Section 105-15 of the Standard Specifications, releases for any non-essential contract work outside of the existing Rights-of-Way, including plantings, landscaping or driveway enhancement, will be provided by the Engineer and in no instance are to be secured by the Contractor. The Contractor shall not invade upon private properties, lands or buildings outside of the rights-of-way for any reason without first securing written permission from the property owner.
6. The Contractor will be held liable for any damages done. Any such injuries or damages shall be satisfactorily repaired or items replaced at the Contractor's expense (NYSDOT Standard Specifications Section 107-08).

Liquidated Damages and Engineering Charges

In the event the Contractor exceeds the Contract Time as specified, including all extensions and adjustments, liquidated damages of **\$1,500 / calendar day** will be in effect. (In accordance with Section 108-03 of the NYSDOT Standard Specifications.) In addition, engineering charges may be assessed should they be required to allow for inspection of the Contractor's work and administration of the contract.

All work of this contract shall be complete in accordance with Article 3 of the Agreement.

Contractor Responsibilities

A. Responsibilities

The Contractor shall maintain on site a project supervisor to oversee the construction and shall have the authority to make all decisions on behalf of the Contractor. The supervisor will remain on the project while work is being performed, including durations of subcontractor site activities only, and who shall not be replaced without written notice.

The Contractor supervisor is required to be in attendance at all regularly scheduled progress meetings and other essential meetings as identified on the Progress Schedule.

The City reserves the right to discharge from the project any Contractor supervisor or employee whom the City, or the City's representative, may deem unruly, disorderly, incompetent, or unfit to perform the required duties.

B. Noncompliance

For each contractor work day, as identified in the Progress Schedule, during which the Contractor is deficient in compliance with these responsibilities, a penalty of \$1,500 will be assessed and deducted from monies due the Contractor.

Maintaining Traffic

The Contractor shall be required to maintain Work Zone Traffic Control at all times, including the periods when construction operations are shut down. The Contractor shall provide and maintain safe and adequate ingress and egress from all residences and places of business.

All temporary traffic controls shall be constructed, installed and maintained in accordance with the current National Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Department of Transportation (NYSDOT) Supplement, any amendments thereto, and in accordance with the contract plans.

Buy America

The Contractor shall be aware that Buy America provisions are in effect for this project. The Contractor should reference NYSDOT Standard Specifications Section 106-11 for details.

Estimated Quantities

The Contractor agrees that the estimated quantities stated in the bid are only for the purpose of comparing on a uniform basis the bids offered for the work under the Contract. Contractor shall make no claim of any nature against the City or Engineer because of the difference between the quantities of the various items of work actually furnished and the stated estimated quantities, even though the estimated quantities may differ from the actual, and that the Engineer may without alterations or modification of the Contract, increase or omit the amount of any item or portion of the work as may be deemed necessary.

In the event that the quantities of various items actually used are either higher or lower than the quantities stated in the bid, the Contractor agrees that the applicable unit prices bid shall be used as the sole basis for computing payment, except as allowed under Section 104-04 of the NYSDOT Standard Specifications.

Changes and Change Orders

Whenever the City determines that from any unforeseen cause the terms of the contract should be altered to provide for changes, contingencies, extra work, or the deletion of work, a change order may be issued to the Contractor. Upon direction by the City or the Engineer, the Contractor shall promptly proceed with the work in accordance with the pertinent specifications. Such changes in quantities and alterations shall not invalidate the contract nor release the Surety, and the Contractor shall perform the work as altered. No instructions, either written or verbal, from any City employee or agent, or the Engineer, shall be construed as an order for changes until receipt by the Contractor of written notification that a change order has been approved by the City; or by written notification from the Engineer that changes in the work are eligible and authorized for payment.

Drainage

All existing culverts, drainage structures and pipes within the contract limits are to be kept clean and free flowing for the duration of the contract. Payment for this work shall be covered under the various items of the contract.

The Contractor must acquaint himself with drainage characteristics of the area so that he will progress his work efficiently with full knowledge of potential drainage problems.

New York State Department of Transportation Standard Specifications

This project uses the New York State Department of Transportation Standard Specifications (US Customary units) adopted January 1, 2023, including all addenda. The Standard Specifications are available at:

Section 100:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2023_1_specs_usc_vol1.pdf

Sections 200 – 500:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2023_1_specs_usc_vol2.pdf

Section 600:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2023_1_specs_usc_vol3.pdf

Section 700:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2023_1_specs_usc_vol4.pdf

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The information checked in the "Available" column on this form is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date.

The bidder's signature on this proposal certifies that they have made themselves aware of the availability of the information indicated below:

THERE IS NO SUPPLEMENTAL INFORMATION AVAILABLE FOR THIS CONTRACT: ☐

INFORMATION	Available ¹	Not Available
1. Asbestos Information		
a. Asbestos Blanket Variances	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Asbestos Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. CADD Information		
a. AutoCAD DWG	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. InRoads DTM and XML format (Roadway)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. AutoCAD Civil 3D format (New Sidewalk)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Cross Sections in ADOBE PDF format	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Quantity Information		
a. Quantity Work-ups – All	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Quantity Work-ups – Partial (specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Record Plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Rock Cores (available for inspection only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Sign Face Layouts in ADOBE PDF format	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Stormwater Pollution Prevention Plan (SWPPP)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Subsurface Information		
a. Subsurface Exploration Logs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Undisturbed Sample Logs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Laboratory Test Data from Soil Samples	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Tabulated Results of Probing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Tabulated Depth to Bedrock	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Rock Core Evaluation Logs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Compression Test Data from Rock Samples	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Rock Outcrop Maps	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Granular Materials Resource Survey Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Terrain Reconnaissance Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Subsurface Information - Other Information		
a. Subsurface information from outside sources	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Source Information - Granular Material and aggregates	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Special Subsurface Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Anticipated Construction Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Special Reports or Other Information:	<input type="checkbox"/>	<input type="checkbox"/>
a. Design Approval Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Wetland Compensation Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Survey Control Report (Baseline Tie Information)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Contaminated Materials Screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

¹ – All digital material is provided in ADOBE (pdf) format, unless noted above.

SPECIAL SPECIFICATIONS

Special Specifications

Item Number	Description
608.21000003	CAST IRON EMBEDDED DETECTABLE WARNING UNITS
680.78010005	ALTER PULL BOXES FOR CONDUITS
680.81330010	AUDIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POST
680.81500010	PEDESTRIAN COUNTDOWN TIMER MODULE
685.11120009	EPOXY REFLECTORIZED PAVEMENT STRIPES 20 MILS – HAND WORK

ITEM 608.21000003 - CAST IRON EMBEDDED DETECTABLE WARNING UNITS

DESCRIPTION

Section §608-1 of the Standard Specifications shall apply.

MATERIALS

Section §608-2.07 of the Standard Specification shall apply with the following modifications:

Embedded Detectable Warning Units 726-02

All embedded detectable warning units shall be cast iron. No other material will be accepted. Installation of detectable warning units shall be in accordance with manufacturer's recommendations. All detectable warning units shall have a natural finish color.

CONSTRUCTION DETAILS

Cast iron detectable warning units shall be installed in wet concrete as directed by the manufacturer. Follow all applicable manufacturer's requirements for environmental conditions, surface preparation, installation procedures, curing procedures, and materials compatibility.

METHOD OF MEASUREMENT

Section §608-4.07 of the Standard Specifications shall apply.

BASIS OF PAYMENT

The unit bid price per square yard shall include all labor, material, and equipment necessary to satisfactorily complete the work, including bedding material. No adjustment shall be made for concrete removed to accommodate embedded units.

Payment will be made under:

Item No.	Item	Pay Unit
608.21000003	Cast Iron Embedded Detectable Warning Units	Square Yard

ITEM 680.78010005 - Alter Pullbox for Conduit(s)

DESCRIPTION

The work shall consist of providing openings in an existing pullbox to facilitate the installation of new conduit(s).

MATERIALS

None

CONSTRUCTION DETAILS

The Contractor shall create the opening using industry accepted standards. The area around the conduit shall be sealed as shown on the standard sheets. The Contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged or destroyed by the Contractors operations or negligence as determined by the Engineer.

METHOD OF MEASUREMENT

The work shall be measured as the number of pullboxes altered.

BASIS OF PAYMENT

The unit price bid for each altered pullbox shall include the cost of all equipment, labor and materials, to satisfactorily complete the work.

Conduit(s) will be paid for under its respective item.

ITEM 680.81330010 – AUDIBLE PEDESTRIAN SIGNAL
ITEM 680.81340010 – AUDIBLE PEDESTRIAN SIGNAL - WITH POST

DESCRIPTION

Under this item the contractor shall furnish, install and configure an ADA compliant pedestrian push button station with audio capability, and its control unit, at each location as indicated in the contract documents or where directed by the Engineer.

MATERIALS

Each installed location shall have the following:

1. Pedestrian Push Button Station

The station housing shall be no larger than 14.25 inch high, 5.50 inch wide and 2.50 inches in depth.

The station housing shall be constructed of cast aluminum, have a powder coated paint finish and be dark green in color.

The station shall include a weather proof speaker to emit the audible sounds. This speaker shall be recessed and located in back of the unit

The station shall include a weatherproof ADA compliant 2" diameter push button that is pressure activated and includes a raised direction arrow. The push button shall be constructed of cast aluminum, have a powder coated paint finish and be dark green in color.

The station shall include a 9 inches x 15 inches aluminum pedestrian message sign. The sign supplied shall have the following information included on it: "To Cross Push Button" statement and explanations of the pedestrian signal indications controlling the intersection crossing - "Illuminated Person", "Flashing Hand" and "Steady Hand".

2. Control Unit

Each pedestrian push button station shall be controlled by a control unit. The control unit shall be designed so that it fits into any pedestrian signal head used by NYS. The control unit will be installed inside of the pedestrian signal head that is associated with the station, unless otherwise indicated by the contract documentation or directed by the Engineer. The input side of the control unit will be connected in parallel to the Walk and

Don't Walk AC signals that control the hand/person pedestrian LED's installed in the pedestrian signal head. The output side of the control unit will connect and control the push button station. Mounting hardware, to facilitate mounting of the control unit inside

of the pedestrian signal head, shall also be provided.

3. Programming Device

If an external device is needed to set up, configure and program the pedestrian push station, one device, unless this requirement is waived by the contract documents or by the Engineer, shall be supplied for each intersection that a pedestrian push button station is installed in.

ITEM 680.81330010 – AUDIBLE PEDESTRIAN SIGNAL
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OPERATIONAL FEATURES

The stations push button shall be capable of providing the following:

An LED light indication and an audible tone for confirmation of push button activation.

A vibrating push button during the pedestrian walk cycle.

The audio sounds and messages emitted during the pedestrian walk cycle and in any combination shown below:

- A Standard pre-programmed voice walk message stating that the walk sign is on.
- Custom (programmed by vendor) walk messages as a substitute for the standard walk message.
- Audible chirp (for East/west intersection crossings) and cuckoo (for North/South intersection crossings).
- A minimum of one non-custom (pre-programmed and field configurable) voice informational message stating direction of intersection crossing.
- Custom (programmed by vendor) voice information messages.

Sounds/tones or the clearance countdown time remaining verbally during the pedestrian clearance cycle.

A standard pre-programmed station “locate” tone during the pedestrian don’t walk phase. Custom (programmed by vendor) tones shall be available as a substitute for the standard locate tone.

The ability to detect and measure ambient sounds and make volume adjustments for all sounds so that they are produced above this ambient sound.

AUDIO SPECIFICATIONS

Speaker Ratings – 15 Watts, 8 Ohms.

Volume Settings – Independent minimum and maximum volume settings for locate sounds, clearance sounds, walk sounds. Minimum volume setting informational messages. Sounds played will not be less than the minimum setting or more than the maximum setting.

Maximum Output Level - Locate sounds, clearance sounds and informational messages shall be capable of producing 60db of audio output.

Volume Over Ambient – All sounds shall be capable of being played relative to the measured ambient sound at the intersection, but restricted to the minimum and maximum volume settings of each sound. The adjustment range of volume over ambient should be from at least from 0db to 20db over ambient in increments of at least 5db steps.

Audible Station Locating Tone – 880Hz plus harmonic, 0.1 second duration, 1 second interval.

Audible Chirp Sound – From 2700 to 1700 Hz, 0.2 second duration, 1 second interval.

Audible Cuckoo Sound – From 1250 to 1000 Hz, 0.6 second duration, 1.8 second interval.

ENVIRONMENTAL SPECIFICATIONS

ITEM 680.81330010 – AUDIBLE PEDESTRIAN SIGNAL
ITEM 680.81340010 – AUDIBLE PEDESTRIAN SIGNAL - WITH POST

The push button station and push button control unit shall operate over the temperature range of -40 deg F to +165 deg F.

POST – Post installed shall be in accordance with the standard sheet for *Pedestrian Signal Details*.

CONSTRUCTION DETAILS

The contractor shall install pedestrian push button station(s), any associated control unit(s), and furnish per the requirements of this specification any programming device as shown in the contract. Unless otherwise waived, the Contractor shall submit to the Regional Director, within 30 days following the award of contract, detailed specifications and catalog cuts of all equipment that is to be installed or furnished.

The post and sign shall be installed in accordance with the details specified on the standard sheet.

METHOD OF MEASUREMENT

This item will be measured by the number of pedestrian push button stations, control units and programming devices furnished and installed in accordance with the contract.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, material and equipment necessary to complete the work.

Where the pushbutton and sign assembly is installed on its own post, the unit price bid shall also include the cost of post, sawcutting, excavation, backfill, concrete, restoration of surfaces, and conduit bend and fittings.

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

1.0 DESCRIPTION.

The purpose of this specification is to provide the minimum performance requirements for a Pedestrian LED Countdown Timer Module to be used in conjunction with Pedestrian Signal Indications. The unit will provide Pedestrians with numerical Pedestrian timing of the Pedestrian Clearance Interval. The unit will be connected in parallel with LED Pedestrian Signal Indications, Hand and Walking Person, and in series with the Model 200 switch packs controlling the LED Pedestrian Signal Indications.

This specification refers to definitions and practices described in “Vehicle Traffic Control Signal Heads” referred to in this document as “VTCSH.” and “Pedestrian Traffic Control Signal Indications”, referred to in this document as “PTCSI”, published in the *Equipment and Materials Standards of the Institute of Transportation Engineers*.

2.0 MATERIALS.

A. PHYSICAL AND MECHANICAL REQUIREMENTS

A.1 The countdown timer shall be designed to fit in the message bearing area of a 12 inch pedestrian traffic signal housing built to the PTCSI Standard.

The unit shall be a single, self-contained device, not requiring on-site assembly for installation into an existing traffic signal housing and not require special tools for installation. The timer module shall fit into Pedestrian Traffic Signal housings that are void of any incandescent lamp components - bulb sockets, gaskets, and reflector - and without the need to modify the housing. The module shall be sealed to provide a weather tight enclosure and an insulating covering for all electrical connections and electronic components. The unit shall fit securely in the housing and shall connect directly to existing electrical connections inside of the housing by means of push on type connectors.

A one piece “U” shaped cross section rubber gasket or other suitable means shall be provided with each module to insure a weather tight fit between the door of the signal housing and the module. The quality of gasketing supplied, and any method used to adhere the gasketing to the module if the gasketing is affixed to the module using adhesive, shall be such that the gasketing and adhesion technique shall not appreciably deteriorate over the life of the module when the module is used in its intended application.

The message bearing surface of the module shall be supplied with two numerical LED displays to display a count from “00” to “99”. These displays shall be a minimum 7 inches high and 3.75 inches wide. The display segments that comprise the numbers shall be approximately 0.5 inches wide and be formed by two or more rows of LED’s.

Materials used for the lens and signal module construction shall conform to ASTM specifications for those materials.

The lens of the LED countdown timer shall be polycarbonate UV stabilized and a minimum of 1/8" thick

Each module shall be identified on the back side with the following:

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

- Manufacturer's Trade Mark/Name
- Part number as shown in the NYS DOT's Transportation Management Equipment QPL
- Serial number
- Voltage rating
- Power consumption (Watts and Volt-Ampere)
- Each module shall have a sticker stating compliance to FCC Title 47 Subpart B, Section 15 regulations
- An Indication to orient the user to the Top of the Unit (such as an Arrow symbol or the word top)

A.2 Barcoding. All Modules shall be barcoded using Barcode type 128. Barcodes shall be printed on a quality polyester white label (Black print only) where the print on the label and adhesion of the label to the surface shall be weather, UV and temperature resistant. Size of the label shall be 0.5 inch wide by 1.75 inch long. All barcodes shall be printed entirely on the label and be completely legible. Text of the Barcode Information shall also be legibly printed on the label.

Information on the Barcode shall be separated into the following four parts, but printed continuously on the label in the order shown:

- Model Number - 2 Digits (Assigned Model Number for Pedestrian LED Countdown Timers is CT)
- Manufacturer - 2 Digits. Digits assigned by NYSDOT upon Product Qualification
- Date of Manufacture - 4 Digits. First two digits represents Month of Manufacture, Second two digits represent Year of Manufacture
- Serial Number - minimum 6 digits assigned, maximum 10 digits assigned

An example of the information printed on the barcode for a Pedestrian LED Countdown Timer built to these specifications manufactured in June of 2008 with a serial number of 018356 by a company whose manufacturers' code is XX would be CTXX0608018356.

Barcode labels, meeting the same requirements of the labels above, shall also be placed on the outside of all shipping boxes. Example: Should the shipping box contain six modules, individual barcode labels for all of the six modules inside the box shall be affixed to the outside of the box. The labels shall also be grouped together so that they can be easily and quickly scanned by a barcode reader.

A.3 The contractor shall provide the barcode ID numbers for all LED's installed. This information shall be provided in the form of an electronic file (Excel Spreadsheet) and summarized by intersection. Barcode IDs will be collected by one of the following methods selected by NYSDOT:

- 1) Scanning the bar codes of each module with a bar code scanner provided by NYSDOT for use on this project only. The information will be downloaded to a spreadsheet.
- 2) Manually entering the bar code IDs of each module into an electronic spreadsheet.

This information shall be provided to the EIC on a weekly basis. The cost for this work shall be included

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

in the bid price for various LED modules.

B. ENVIRONMENTAL REQUIREMENTS

B.1 The Countdown Timer signal module shall be rated for use in the ambient temperature range of -40 deg F to +165 deg F. The module shall be sealed to prevent dust and moisture intrusion and to protect all internal LED and electrical components. The module shall be capable of operating at rated voltage in an environment of +74 degrees Centigrade / 85% Relative Humidity for 1000 hours without the formation of internal condensing moisture.

C. OPTICAL REQUIREMENTS

C.1 The measured chromaticity coordinates of the individual led light sources used in the module shall conform to the chromaticity requirements of the Pedestrian “Hand” symbol of the PTCSI standard.

C.2 The module shall be designed so that when operated over the specified ambient temperature and voltage ranges during the warranty period of the unit, the numeric display shall attract the attention of, and be readable to, a viewer (both day and night) at all distances from 3 m to the full width of the area to be crossed.

C.3 To minimize luminous degradation over the life of the unit, the individual led light sources used in the unit shall be manufactured using AlInGaP technology or equal.

C.4 Variations in operating line voltage of between 80 and 135 volts rms shall have minimal effect, less than +/- 10 percent, on the luminous output of the module.

D. OPERATIONAL REQUIREMENTS

D.1 The module will be designed to countdown to zero only the “Clearance” time of the Pedestrian Interval. During the Steady Don’t Walk Indication the display will always be dark.

D.2 The module, when connected to the appropriate Pedestrian switch pack outputs, shall have an automatic learn mode in order to learn and store the Pedestrian clearance times in its memory and to self-adjust for subsequent changes in Pedestrian Clearance time.

D.2.1 Following power restoration to the unit after a power outage of greater than two seconds the unit will remain dark for one pedestrian cycle to learn, acquire the current pedestrian clearance timing, replace any values that were stored in memory prior to the power outage with the newly acquired values and display the newly acquired times on the next pedestrian cycle.

D.2.2 The unit shall detect changes in pedestrian clearance timing during normal operation and act upon them as described below:

D.2.2.1 The unit will automatically re-program itself should it detect any increase in Pedestrian clearance timing. The increased timing shall be displayed on the subsequent pedestrian cycle.

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

D.2.2.2 The unit will detect any reductions in pedestrian clearance timing (such as those occurring during a traffic Preemption cycle) and display on the subsequent pedestrian cycle the timing stored in its memory prior to the shortened pedestrian cycle.

D.2.2.3 The unit will re-program itself should it detect two consecutive identical shortened pedestrian clearance cycles and display this timing on the next pedestrian cycle.

D.3 The unit shall be designed to suspend any timing and go dark when, for any reason, the timing of the Ped Clearance cycle is terminated before reaching the “zero” count and the clearance switchpack output reverts to a steady “On” condition.

D.4 The unit shall be capable of timing consecutive complete Pedestrian cycles outputted by the traffic control system.

D.5 The unit shall be designed to retain the Pedestrian timing stored in its memory for all power outages of less than one second and to continue timing of the Pedestrian timing if the traffic control system has resumed Pedestrian timing following this duration outage. For outages of between one and two seconds memory may or may not be retained. For all power outages greater than two seconds the unit will resume operation as described in Paragraph 4.2.

E. ELECTRICAL

E.1 All wiring shall meet the requirements of Section 13.02 Wiring of the VTCSH standard. Each wire shall be approximately 1 m long. All wiring shall be rated for use over the temperature range of -40 deg F to +165 deg F. Under normal handling of the module over the specified temperature range, the wiring insulation shall not crack or fray along its entire length. The wires of the module shall be terminated in insulated 0.250 inch female quick disconnect push on terminals.

Units shall be supplied with three colored coded wires as defined below:

Red (Connection to Pedestrian Hand Switch pack output), Brown (Connection to Pedestrian Man Switch pack output) & White (AC Neutral)

E.2 The module shall operate with 603 Hz AC line voltage ranging from 80 volts to 135 volts rms. The circuitry shall prevent flicker over this voltage range. Rated voltage for all optical and power measurements shall be 1203 volts rms.

E.3 The on-board circuitry of the module shall include voltage surge protection, to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.8, NEMA Standard TS 2-2003.

E.4 Each module shall be designed so that the timer and displays do not function when connected to any voltage between 80 and 135 volts rms and in series with an impedance of 15 kohm (either resistive or capacitive) or greater.

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

E.5 The individual LED light sources of the unit shall be wired so that a catastrophic failure of one LED light source will not result in the loss of illumination of more than one display segment.

E.6 All modules shall contain filtering dedicated to prevent inducing electronic noise into the AC power lines. In addition the module and associated on-board circuitry shall meet the requirements of the Federal Communication Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise by Class A digital devices.

E.7 All Modules shall be fused. The fuse shall be located before any electronic component used in the module and placed in series with the colored wire of the unit. Should fusing be external to the unit by placing inline fuse holders into the wiring of the unit, the fuse holder shall be installed so that it is between six to ten inches from the housing of the unit. Each individual circuit in the unit shall be fused separately. Fuse selection shall be such that it provides reliable operation for its intended operation.

E.8 All unit types shall be operationally compatible with the traffic signal equipment that each type is designed and intended to interface with. This equipment includes all controllers, conflict monitors, current monitors, switch packs and flashers and LED Signal Modules currently in use by the New York State Department of Transportation.

E.9 Power Requirements. The maximum power consumption of each circuit in the unit, when on, shall not exceed 10 Watts at rated voltage.

F. PERFORMANCE TESTS

F.1 Prior to shipment, each module shall be energized (burned-in), for a minimum of 24 hours, at rated voltage, and at a 100 percent on-time duty cycle. This test shall be conducted in an ambient temperature of 60 degrees Centigrade. Any failure of the module occurring during burn-in shall be cause for rejection

F.2 Each timer module shall be visually inspected for any exterior physical damage or assembly anomalies. Careful attention shall be paid to the surface of the lens to ensure there are no scratches (abrasions), cracks, chips, discoloration, or other defects.

F.3 Each shipment from the manufacturer shall be furnished with a Certificate of Compliance. The certificate shall certify that the modules comply with the requirements of these specifications. The certificate shall include the signature of the person responsible for certifying the tests. In addition to the certificate, the modules shall be supplied with copies of all applicable test reports.

G. SAMPLE SUBMISSION

Low bidder(s) may be required to submit a sample unit. In the event that a sample is required, it shall be provided within ten (10) working days of receipt of the request. Each device submitted shall be accompanied by five copies of the complete circuit schematic for the unit, one standard catalog cut and one manufacturers specification sheet for the individual LED light sources used in the unit.

Documentation shall also be provided describing the techniques used to ensure the units will satisfy the luminous intensity requirements over the life of the warranty. This documentation may include items such as the description of circuitry incorporated in the module needed to meet this requirement or literature from the LED manufacturer describing the expected degradation of luminous intensity of the individual

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

LED light sources used in the fabrication of the module over the life of the unit and operating temperature range.

3.0 CONSTRUCTION DETAILS

The contractor shall install the Pedestrian Count-Down Timer Module in new or existing traffic signal heads as shown on the plans or as ordered by the engineer. Unless otherwise waived, the Contractor shall submit to the Regional Director within 30 days following the award of contract, detailed specifications and catalog cuts of the equipment he proposes to install.

4.0 METHOD OF MEASUREMENT

This item will be measured for payment as the number of Pedestrian Count-Down Timer Modules furnished, installed in accordance with the contract documents or as ordered by the Engineer.

5.0 BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, material, and equipment necessary to complete the work as shown on the plans, on the standard sheets, or as ordered by the Engineer. The cost of the pedestrian signal heads shall be paid for under their respective items.

**ITEM 685.11120009 - EPOXY REFLECTORIZED PAVEMENT STRIPES 20 MILS -
HAND WORK**

All the provisions of Section 685 pertaining to Epoxy ReflectORIZED Pavement Stripes - 20 Mils shall apply, except this specification shall be used only for pavement stripes such as crosswalks, stop lines, yield lines, hatching, chevrons, ramp arrows, X in the Railroad Grade Crossing Markings or other special markings as shown in the contract documents, which require portable application methods. The color shall be as required by the MUTCD or the contract documents.