

PROJECT MANUAL
FOR
UNION AVENUE PEDESTRIAN SAFETY
IMPROVEMENT PROJECT
PIN 8762.51
D040323
F.A PROJECT

Prepared For:
Town/Village of Harrison
Westchester County, New York



March 25, 2024

PREPARED BY:



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I. GENERAL BID INFORMATION

A. NOTICE TO BIDDERS

Notice is hereby given that the Town/Village of Harrison will accept sealed bids for:

Union Avenue Pedestrian Safety Improvement Project; Town/Village of Harrison, Westchester County, New York (PIN 8762.51)

This will serve as the formal project description for all project correspondence. Contract will be awarded based upon the lowest qualified bid.

The Owner is the Town/Village of Harrison and the work site is located in the Town/Village of Harrison. The project limits extend from Mamaroneck Avenue to 130 Union Avenue along Union Avenue (Westchester County Road 94).

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: Installation of approximately 5,500 linear feet of sidewalks with or without curbing, signing and striping including the installation of crosswalks, drainage modifications, modification to existing traffic signal and the installation of ADA compliant curb ramps.

This is a Federal Aid Project and NYSDOT Standard Specifications, officially finalized and adopted on January 1, 2024 as posted on the New York State Department of Transportation's website must be followed by the successful bidder. The DBE goal for this project is 10%. The EEO employment goals for this project are a 22.6% minority employment goal and a 6.9% woman employment goal. There are no M/WBE goals for this project. The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. No residential or geographical restrictions will be in effect for this project. Federal requirements will take precedent over State and local requirements, unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, and Contract Drawings may be examined, at no expense, at the office of Creighton Manning Engineering, 2 Winners Circle, Albany, NY 12205 between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. Contract Documents are also available on <https://www.bidnetdirect.com/> and the Town/Village website.

Digital versions of the plans and specifications may also be obtained by contacting the design engineer. Bid document requests shall be made by calling (518) 689-1847 or by emailing cgeroux@cmellp.com. Hard copies of the bid documents will not be provided.

Bids received from Contractors other than those on the official Plan Holders List **will not be accepted**. Addenda will be emailed from Creighton Manning Engineering to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by Creighton Manning Engineering will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page II-3 of the Bid Form and the Acknowledgement of receipt of Addenda, page II-35. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Contract Documents will be made available beginning February 28, 2024. The Town/Village of Harrison will hold one mandatory pre-bid meeting, on March 13, 2024, to answer any questions that may arise during the bidding process. The pre-bid meeting will be held remotely via zoom at 11:00 AM local time. If a

Contractor would like to become a plan holder and attend the pre-bid meeting, please contact the Engineering Department at engineering@harrison-ny.gov with the subject line "Union Avenue Pedestrian Safety Improvement Project" and the link will be provided. All questions and answers at these pre-bid meetings will be recorded and distributed to all Contractors that are identified on the official Plan Holders List. **If bidders do not attend the mandatory pre-bid meeting they cannot submit a bid.**

Questions regarding the Contract Documents should be directed to Chris Geroux, P.E. at Creighton Manning Engineering either through email at cgeroux@cmellp.com or by telephone at 518-689-1847. Bidders shall promptly notify Creighton Manning Engineering of any errors, omissions, conflicts or ambiguity within the Contract Documents.

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a unit price bid as described in the Instructions to Bidders with a Bid Alternate. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof. Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at the Town/Village Purchasing Department, 1 Heineman Place, Harrison, NY 10528 by **11:00 AM**, local time, on **March 25, 2024** at which time and place they will be publicly opened and read aloud. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled with the formal project description, shown above.

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have a CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instructions for completion online at <http://www.osc.state.ny.us/vendrep/formcca2.htm>.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFRPart 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The Town/Village of Harrison reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any informalities in, and to reject, any and all bids or to accept the one that in its judgment will be for the best interest of the Town/Village. All bids are subject to final review and approval by Town/Village of Harrison before any award of contract may be made. Receipt of bids by the Town/Village shall not be construed as authority to bind the Town/Village.

The work will be substantially completed on or before **375 days** from Notice to Proceed and completed and ready for final payment **30 days** thereafter.

Owners Contact

Michael Amodeo, PE, CFM
Town Engineer
Phone: (914) 670-3102
Email: mamodeo@harrison-ny.gov

Engineers Contact

Chris Geroux, PE
Creighton Manning Engineering, LLP
Phone: (518) 689-1847
Email: cgeroux@cmellp.com

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

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B. INSTRUCTION TO BIDDERS

1. General Note

In general, the New York State Department of Transportation Office of Engineering *Standard Specifications* shall apply, except where modified in these specifications. The NYSDOT Standard Specifications are available at <https://www.dot.ny.gov/main/business-center/engineering/specifications>. The CONTRACTOR should note that the Project Plans are dimensioned in US Customary Units only, and that all Payment Items will be measured and paid in standard US Customary Units. Further direction is provided under SPECIAL NOTES. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Town/Village of Harrison Bureau or Official shall be substituted.

The Town/Village of Harrison or its authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications* used on this project.

Under this contract the New York State Department of Transportation Office of Engineering *Standard Specifications* and addenda are amended as follows:

References to the Town/Village's representative and Town/Village personnel shall hereinafter be made as the "Engineer".

2. Definition of Terms

Under Section 101-02 Definition and Terms

Chief Engineer

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town/Village of Harrison" or their authorized representative.

Commissioner

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town/Village of Harrison".

Comptroller

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town/Village of Harrison".

Department

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Town/Village of Harrison" and may also be used to mean the "Town/Village of Harrison" or their authorized representative except as noted.

Departmental Geotechnical Engineer

Delete the stated definition. The "Town/Village of Harrison" or their authorized representative shall be responsible and is in charge of all engineering and construction work on this contract except as noted.

Departmental Engineering Geologist

Delete the stated definition and substitute the same definition as above for Note 5.

Engineer or Engineer-In-Charge

Delete the words "Department of Transportation" and substitute "Town/Village of Harrison". Also delete the words "Regional Director" and substitute "Town/Village of Harrison" except as noted.

Final Agreement

Delete "State of New York, Department of Transportation" and substitute "Town/Village of Harrison".

Inspector

Delete "The Department of Transportation" and substitute "The authorized representative of the "Town/Village of Harrison"" except as noted.

Materials Bureau

Delete the word "Bureau" and the stated definition and substitute "Town/Village of Harrison" has the responsibility in the quality assurance for materials to be used on the contract except as noted".

Regional Director

Delete the stated definition and substitute: "When used, means the Town/Village of Harrison".

State

Delete the stated definition and substitute: "When used, means the "Town/Village of Harrison" except as noted.

Under Section 102 - Bidding Requirements and Conditions

Location of Regional Offices

Delete entire subsection -- not applicable.

Bid Deposit

Delete from the 2nd and 3rd lines the words "State of New York," and substitute "Town/Village of Harrison".

Under subsequent sections of this document:

- A. The term "Owner" means the **Town/Village of Harrison** and being the governmental unit whose name is given on the Contract Document cover.
- B. The term "Engineer" means **Creighton Manning Engineering, LLP** and or any duly authorized representative of this firm or the **Town/Village of Harrison**.
- C. The term "Bidder" shall mean any party or parties submitting in proper form a Proposal to perform the work specified hereinafter.
- D. The term "Contractor" shall mean the successful Bidder selected by the Owner to contract to perform the work - or their heirs, executors, successors, administrators or assigns.

- E. The term "Work" is used to designate the work, equipment, materials and things required to be done, furnished or performed by the Contractor under the Specifications attached hereafter.
- F. Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, DCES or Directors(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the Owner. This change shall be made in all of the documents relating to this contract.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

- 4.1 It is the responsibility of each BIDDER before submitting a Bid:
 - 4.1.2 To examine thoroughly the Contract Documents and other related data identified in the bidding Documents (including "technical" data referred to below);
 - 4.1.3 To visit the site to become familiar with and satisfy BIDDER as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - 4.1.4. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract documents and such other related documents;
 - 4.1.6. To attend the mandatory pre-bid meeting.
- 4.2 Reference is made to the Supplemental Information Available to Bidders, Special Notes and Appendices for identification of:
 - 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the "technical data" contained in such drawings but not upon

other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which BIDDER is entitled to rely upon. BIDDER is responsible for any interpretation or conclusion drawn from any “technical data” or any such data, interpretations, opinions, or information.

- 4.3 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appears in Paragraphs 4.2 and 4.3 of the Instruction to Bidders.
- 4.5 Before submitting a Bid each BIDDER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.6 On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests, and studies as each BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 4.7 Reference is made to the Special Notes for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the BIDDER has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

- 4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the Instruction to Bidders.

5 Availability of Lands for Work, etc.

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

6 Interpretations and Addenda.

- 6.1 All questions about the meaning or intent of the bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) business days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7 Bid Security

- 7.1 Each bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of BIDDER's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.
- 7.2 The Bid security of Successful BIDDER will be retained until such BIDDER has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8 Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment as set forth in Article 3 of the Agreement and as set forth herein.

The Work will be substantially completed by **375 days from Notice to Proceed**, and completed and ready for final payment by **405 days from Notice to Proceed**.

Substantially complete includes all work including, but not limited to, sidewalk and curb ramp construction, curbing, drainage, signage and final pavement marking. Substantially complete does not include final landscaping and turf establishment.

9 Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in Article 3 of the Agreement.

10 Substitute and “Or-Equal” Items.

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

11 Subcontractors, Suppliers, and Others

- 11.1 If the identity of certain Subcontractors, Suppliers and other person and organizations (including those who are to furnish the principal items of material and equipment) are requested to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor Supplier, person, or organization if requested by OWNER. An OWNER or ENGINEER who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid Price.

If apparent Successful BIDDER declines to make any such substitution, OWNER may award the contract to the next lower BIDDER that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any BIDDER. Any subcontractors, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement.

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

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

12 Bid Form

- 12.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing Office).
- 12.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 All names must be typed or printed in black ink below the signature.
- 12.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7 The address and telephone number for communications regarding the Bid must be shown.
- 12.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

13 Disqualification

- 13.1 The Owner reserves the right to refuse to issue a Bid Form to a prospective BIDDER should such BIDDER be in default for any of the following reasons:
- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
 - (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Proposal to a prospective BIDDER.
 - (c) Contractor default under previous contracts with the Owner.
 - (d) Unsatisfactory work on previous contracts with the Owner.
- 13.2 Bids received from BIDDERS who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the BIDDER cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if the BIDDER is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

- 13.3 The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the Owner that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- 13.4 Bids shall be considered irregular for the following reasons:
- (a) If the bid is on a form other than that furnished by the Owner, or, if the Owner's form is altered, or, if any part of the Bid Form is detached.
 - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - (c) If the bid is not accompanied by the bid security specified by the Owner.

14 Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement of Notice to BIDDER and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

15 Modification and Withdrawal of Bids

- 15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 15.2 If, within three days after Bids are opened, any BIDDER files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16 Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. This proposal includes alternate bidding; therefore, the Contract budget and alternate bidding award procedures will be announced just prior to opening of bids. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to BIDDERS after the opening of Bids.

17 Bids to Remain Subject to Acceptance

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

18 Award of Contract.

- 18.1 The Contract will, at the discretion of the Town/Village of Harrison, be awarded on the basis of competitive bids to the lowest responsible qualified eligible bidder based on the following criteria:

- If any bids for the Base Bid plus Alternate 1, come in under the budget figure, the award will be made on the Base Bid plus Alternate 1; however,
- If all bids for the Base Bid plus Alternate 1, exceed the budget figure, the award will be based on the Base bid only.

Alternate 1 includes the construction of sidewalk, curbing, curb ramps and all associated materials as shown in the Contract Plans on drawings GNP-01 thru GNP-03. Items associated with Alternate 1 are shown in the Bid Schedule Sheets II-27 to II-34.

The Town/Village of Harrison reserves the right to award the Base Bid or the Base Bid plus Alternate 1 depending on the bids as compared to the budgeted figures. The total budget figure will be announced at the bid opening just prior to opening the bids.

- 18.2 OWNER reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER. Discrepancies between words and figures will be resolved in favor of the words.
- 18.3 In evaluating Bids, OWNER will consider the qualifications of BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.4 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided Article 11 of in the Instruction to Bidders. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 18.5 Owner may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 18.6 If the contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

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

19 Contract Security.

A Bid Security in the amount of 5% of the maximum Bid amount is required by the Contractor as part of the Bid. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

20 Signing of Agreement

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

21 Sales and Use Taxes

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

22 Retainage.

The Contract will not withhold retainage.

23 Laws and Regulations

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, they will be deemed to be included in the contract the same as though therein written out in full.

24 Coordination With Others

Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or operations of the Town of Harrison unless otherwise indicated in the Special Notes or detailed Specifications.

25 Non-Collusive Bidding Certificate

All Contractors bidding under the provisions of the specifications are subject to provisions of Section 103 of the General Municipal Law of the state of New York. A signed non-collusive certification is required to be submitted with each bid in the form specified with the bid documents.

26 Basis of Award

The contract will, at the discretion of the Town/Village, be awarded on the basis of competitive bids to the lowest responsible eligible bidder based on the Base Bid.

27 Notice of Special Conditions

The contractor's attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Insurance requirements – Chapter 1-Item 30
- B. NYS Department of Transportation Special Conditions included in Chapter IV - Special Notes.
- C. Various Revised and Special Specifications, - Chapter V.
- D. Prevailing wage rates required by N.Y.S. Labor Law – Chapter VI.
- E. Required Contract Provisions, Federal Aid Construction Contracts, Chapter VII.

28 Control of Work

28.1 Authority Of Engineer

The Town/Village of Harrison will be represented by an Engineer provided by the Town/Village, who will observe the work done under the Contract during construction. The Engineer shall inspect work performed, review materials to be used, and to stop and reject work and materials found to be not in accordance with the plans and specifications. The Engineer's authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit any questions, in writing, to the Engineer. These questions shall be forwarded to the Town/Village of Harrison along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without suitable observation by the Engineer or an authorized representative may be ordered removed and replaced at the Contractor's expense.

29 Control of Materials

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the sponsor. The Engineer shall have the right to approve of the laboratories or fabricators, which will issue the certificates.

The cost of the inspection by the Engineer of any unapproved plants shall be borne by the Contractor. This shall include, but not be limited to, plants employed to provide mobile concrete, precast concrete units and steel reinforcement.

The inspections and certifications for any steel or precast concrete items are to be in compliance with all the requirements of the contract plans, specifications and the Steel / Precast Concrete Construction Manuals. Particular items of importance to be checked for each unit fabricated are:

- all dimensions;

- all testing of materials

The NYSDOT Regional Materials Engineer shall be responsible for all Asphalt and Concrete plant inspection. The NYSDOT Geotechnical Engineer shall provide approval for all stockpiles and sources for granular material. In the event NYSDOT employees are unavailable, the Sponsor will provide testing in all plants. The Contractor shall provide all on-site testing as required by specifications, the Sponsor shall provide all other on-site testing as required.

30 **Insurance Requirements**

The Contractor shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until Contract Final Acceptance, the policies of insurance covering all operations under the contract whether performed by it or its subcontractors as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A -) or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Contractor accompanied by the documentation required by 11 NYCRR §27.0 *et seq.*; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The Contractor shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect.

A. Conditions Applicable to Insurance. All policies of insurance required by this agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph B *Insurance Requirements* below. General liability insurance shall apply separately on a per-job or per-project basis.

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an **occurrence** basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy. ***Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) or that remove or modify the “insured contract” exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable.*** Policy forms must be provided to the Department upon request.

3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the project identification number (PIN) and local project number listed in this proposal. Certificates shall be provided to the Owner as required in the Section III (Agreement) of this contract manual.

Name and address of Certificate Holder:

**Town/Village of Harrison
1 Heineman Place
Harrison, NY 10528**

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon ten (10) days' prior written notice to the Owner by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Owner, the Contractor shall deliver to the Owner within ten (10) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

- a. Be in the form provided by the Department.. The ACORD 25 Certificate must be accompanied by an ACORD 855 "New York Construction Addendum" completed to indicate information about the liability insurance.
- b. Be signed by an authorized representative of the insurance carrier or producer.
- c. Disclose any deductible, self-insured retention, aggregate limit.
- d. Refer to this Contract by number on the face of the certificate

If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:

- a. Direct the Contractor to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
- b. May withhold further contract payments in accordance with Article 8 *No Payment Due to Contractor's Non-Compliance* of the contract agreement, or
- c. Treat such failure as a breach or default of the contract.

4. Additional Insureds. All insurance policies required by these specifications, except workers' compensation and professional liability shall be endorsed to provide coverage to **"The State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants, consultant inspecting engineering, or inspector and their agents or employees working for or on the project"** with respect to any claim arising from the Contractor's Work under this contract or as a result of the Contractor's activities. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form(s) that provides equivalent coverage.

ADDITIONAL INSURED PARTIES:

The Town/Village of Harrison
The State of New York and the Commissioner of Transportation and all employees of the
Commissioner of Transportation

The People of the State of New York
Westchester County
Creighton Manning Engineering, LLP
Consolidated Edison Company of New York, Inc.
CSC Holdings LLC
Crown Castle, Inc.
FirstLight Fiber, Inc.
Verizon Communications, Inc.

5. Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the Department for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities.

6. Waiver of Subrogation. As to every type and form of insurance coverage required from the Contractor, there shall be no right of subrogation against **the State of New York/New York State Department of Transportation, its agents or employees.** To the extent that any of Contractor's policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.

7. Policy Renewal/Expiration. At least ten (10) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices above.*

8. Self-Insured Retention/Deductibles. Contractors utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, Contractor or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or \$100,000.00, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Contractor shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Contractor's deductible in a self-administered program exceeds the amount of the bid deposit, the Contractor shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of (A -) or better. If, at any time during the term of this agreement, the Department, in its sole discretion, determines that the Contractor is not paying its deductible, it may require the Contractor to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Contractor.

9. Waiver of Indemnities. The Contractor waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of insurance that is required by this contract. The Contractor waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.

10. Subcontractor's Liability Insurance. In the event that any portion of the work described in this contract is performed by an approved subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Contractor shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.

B. Insurance Requirements. The types of insurance and minimum policy limits shall be as follows:

1. Workers' Compensation and Disability Insurance. As required by State Finance Law §142, the Contractor shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Contractor's employees. Contractor shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

2. Commercial General Liability Insurance. The Contractor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

a. Coverage for contractual liability assumed by the Contractor insured under an insured contract (including the tort liability of another assumed in a business contract).

b. All insurance policies required by these specifications except workers' compensation and professional liability shall be endorsed to provide coverage to **"the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants, consultant inspecting engineering, or inspector and their agents or employees working for or on the project"** using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.

d. Where contract work will be performed by unregistered off-road equipment, Contractor shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.

e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

f. Explosion, Collapse and Underground Hazards coverage (“XCU”) (*for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment*).

3. Commercial Automobile Insurance including liability and required coverage for New York (applicable to any project where automobiles or other vehicles will be employed to complete the work). In the event that automobiles are used in connection with Contractor’s business or operations with the Department, the Contractor shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Contractor’s automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 each accident.

4. Umbrella or Excess Liability Insurance. The Contractor shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than \$5,000,000.00 per occurrence/ aggregate.

5. Special Protective and Highway Liability Policy. The Contractor shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Contractor, including at the location of any of the work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 per occurrence and at least \$2,000,000.00 for each aggregate limit.

6. Contractor’s Risks. The Contractor shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.

7. Professional Liability/ Errors and Omissions. *(applicable to professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.)* The Contractor shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate Department for any claims or losses that occur because of Contractor's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000.00 subject to approval by Department, such approval not to be unreasonably withheld, except that it is also agreed that Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than \$1,000,000.00 per claim and not less than \$1,000,000.00 in the aggregate.

8. Railroad Protective Liability Insurance. *(Applicable to any Work Affecting Railroads as described in §105-09.)* The Contractor shall maintain at its own expense railroad protective liability policy of insurance in the name of the affected railroad and with limits of coverage as specified in the Special Notes on Railroad Insurance, or if no limits of coverage are specified, the limits shall be not less than \$5,000,000.00 combined Bodily Injury Liability and/or Property Damage for each occurrence with a \$10,000,000.00 Aggregate Limit applying separately to each annual period. Said policy shall be subject to the approval of the railroad and comply with 23 CFR 646 Subpart A.

9. Marine Protection & Indemnity. *(applicable to any Work performed on a navigable waterway using barges or other watercraft).* Anytime the activity involves work on navigable water or the work is connected to water related activities, Marine Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the Agreement, with a minimum (\$1,000,000) limit. The policy shall be endorsed to add the Department as an Additional Insured.

10. Pollution Liability Insurance. *(applicable where the Contractor will employ mobile equipment or tanks or facilities for fueling vehicles or equipment on-site).* The Contractor shall procure and maintain, either through an endorsement to a commercial general liability policy or through a separate policy, insurance protecting Contractor and the Department from the liability and financial loss relating to Contractor's contamination of soil and the accidental release of petroleum products, chemicals and/or toxic gases from broken pipelines, utilities and stationary and mobile fuel tanks that can result from Contractor's operations. Such coverage shall be written on policy form providing coverage for contamination both on and off the leased premises and shall provide coverage in an amount of not less than \$1,000,000. per occurrence and not less than \$1,000,000, aggregate.

11. Builders' Risks Policy. *(applicable to projects that call for the construction of any "Structure" or building, including, but not limited to pump stations and in connection with such projects, as part of a project valued at \$10,000,000 or more and then only to the extent of the value associated with such construction).* The Contractor shall procure and maintain a Builder's Risk policy in a form such as ISO form CP 00 20 10 90 or a policy form providing equivalent coverage, covering the perils insured under and including the special causes of loss form, including collapse. Subject to the allowances stated in Paragraph A. 8. *Self-Insured Retention/Deductibles*, above, the deductible not to exceed the amount of the bid deposit or \$100,000., whichever is less, covering the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations. Policy shall cover the structures and buildings, supplies and materials at

the location of the Work as well as at any off-site storage locations. Sub-limits for loss caused by Flood and Earthquake are acceptable. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Department held in their care, custody and/or control. Such policy shall name the Contractor as insured, and The People of the State of New York and Subcontractors as additional insureds.

31 Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

In addition, an Iranian Energy Sector Divestment Certification pursuant to Section 103-g of the New York State General Municipal Law is include in Chapter 2 and shall be included with the Bid submission with the terms set within the aforementioned Certification.

32 Payment Procedures

CONTRACTOR shall submit Application for Payment in accordance with the NYSDOT Standard Specifications and will be processed by ENGINEER.

Progress Payments; OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment as recommended by ENGINEER, each month during construction. Such payments will be measured by the values set forth in the CONTRACTOR’s Bid Schedule.

Final Payment. Upon final completion and acceptance of the Work in accordance with the NYSDOT Standard Specifications, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in the NYSDOT Standard Specifications.

33 Official Copies of this RFP

If you have obtained this RFP from a different source, you are encouraged to contact the Creighton Manning Engineering, LLP to receive an official copy. You may not receive addenda or important information regarding this RFP if you are not listed on the plan holders list being maintained by Creighton Manning Engineering, LLP.

34 Residence or Geographical Restriction

There are **NO** residence or geographical restrictions placed on bidders of this project.

35 D/M/WBE Business Goals

This project will have a 10% Disadvantaged Business Enterprise (DBE) goal. There are **NO** M/WBE goals for this project.

36 Equal Employment Opportunity Goals

Work force minority participation goals for this project are 22.6%. Work force female participation goals for this project are 6.9%.

37 Equitable Business Opportunities (EBO)

The Contractor will be required to utilize NYSDOT's civil rights reporting EBO system. The Contractor will be required to create an EBO account, if they do not already have one, before the project can be awarded.

38 Training and Apprentices

There are **NO** training or apprentice requirements for this project.

BID PROPOSAL

FOR THE

UNION AVENUE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

P.I.N. 8762.51

D040323

IN THE

**Town/Village of Harrison
Westchester County, New York**

March 25, 2024

**Submitted in accordance with the Highway Law and the Standard
Specifications officially finalized and adopted on
January 1, 2024**

SUBMITTED BY:

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BID FORM

PROJECT IDENTIFICATION: Union Avenue Pedestrian Safety Improvement Project, Town/Village of Harrison, Westchester County, New York, PIN 8762.51

CONTRACT IDENTIFICATION AND NUMBER: PIN 8762.51 & CME 120-031

THIS BID IS SUBMITTED TO: Town/Village of Harrison
Purchasing Department
1 Heineman Place,
Harrison, NY 10528

Name and Address of Owner: Town/Village of Harrison
1 Heineman Place, Harrison, NY 10528

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

 - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities).

- (e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (f) BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 4. BIDDER will complete the Work in accordance with the prices listed in the Bid Schedule.
 - 5. The BIDDER further understands and agrees that he is to furnish and provide for the respective item price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.
 - 6. The BIDDER further agrees to accept the aforesaid unit bid prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.
 - 7. The BIDDER further agrees that at any time during the progress of the work the OWNER adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with the NYSDOT Standard Specifications.
 - 8. BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the NYSDOT Standard Specifications on or before the dates or within the number of calendar days indicated in the Agreement.
 - 9. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
 - 10. The following documents are attached to and made a condition of this Bid:

- (a) Certified Copy of Resolution of Board of Directors (Page II-7)
- (b) Non-Interruption of Work Agreement (Page II-9)
- (c) Bid Schedule with Unit Bid Prices (Page II-13 thru II-35)
- (d) Required Bid (Security) Bond in the form of _____
- (e) Acknowledgement of Receipt of Addenda (Page II-40)
- (f) Disclosure of Lobbying Activities (Chapter 7 Page VII-6)
- (g) Non-Collusive Bidding Certification and Bidder Information (Chapter 7 Page VII-10)
- (h) Disadvantaged Business Enterprise Utilization Goals (Page II-54)
- (i) Federal DBE Commitment and GFE Bid Requirements (Page II-56)
- (j) Certification for Federal Aid Contracts (Chapter 7 Page VII-3)
- (k) A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid (See Section 11 of the Invitation to Bidders)
- (l) Iran Divestment Act Acknowledgement (Page II-60)
- (m) Certificates of Insurance for Workers Compensation and Disability Benefits

11. Communications concerning this Bid shall be addressed to: _____

The address of BIDDER indicated below.

12. Terms used in this Bid which are defined in the NYSDOT Standard Specifications will have the meanings indicated in the NYSDOT Standard Specifications except as noted.

SUBMITTED ON _____ 2024

State Contractor License No. _____

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address:

Phone No.: _____

A Partnership

By _____ (SEAL)

(Individual's Name)

(General partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)

(Corporation Name)

(State of incorporation)

By _____ (SEAL)

(Name of person authorized to sign)

(Title)

Business address: _____

Phone No.: _____

(V) Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

(Address)

Phone Number and Address for receipt of official communications:

(Each joint venture firm must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

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

(NAME OF CORPORATION)

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

of _____ authorized to sign and submit the Bid of this corporation
(NAME OF CORPORATION)

for the following Project:

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

The foregoing is a true and correct copy of the resolution adopted by

(NAME OF CORPORATION)

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

By _____

Title _____

(SEAL)

The above form must be completed if the Bidder is a Corporation.

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NON-INTERRUPTION OF WORK AGREEMENT

By submission of this Bid for: Union Avenue Pedestrian Safety Improvement Project

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

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

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BID FOR CONSTRUCTION OF

**Union Avenue Pedestrian Safety Improvement
Project
PIN 8762.51**

TO THE TOWN/VILLAGE OF HARRISON:

Pursuant to and in compliance with your Advertisement of Invitation to Bids and the Instructions to Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of **Union Avenue Pedestrian Safety Improvement Project** required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

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Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
201.06	CLEARING AND GRUBBING	1	LS	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	1079	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
203.03	EMBANKMENT IN PLACE	600	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
203.07	SELECT GRANULAR FILL	689	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
206.0201	TRENCH AND CULVERT EXCAVATION	1303	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
206.05	TEST PIT EXCAVATION	3	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
209.100101	MULCH - TEMPORARY	1667	SY	_____ Dollars	Cents	\$ _____.	\$ _____.
209.13	SILT FENCE-TEMPORARY	2792	LF	_____ Dollars	Cents	\$ _____.	\$ _____.
304.11000008	SUBBASE COURSE (MODIFIED)	1053	CY	_____ Dollars	Cents	\$ _____.	\$ _____.
404.000011	PLANT PRODUCTION QUALITY ADJUSTMENT TO WMA ITEMS	37	QU	FIXED PRICE: SEE SPECIFICATION	Dollars	\$110.00	\$4,070.00
404.098301	9.5 F3 TOP COURSE WMA, 80 SERIES COMPACTION	127	TON	_____ Dollars	Cents	\$ _____.	\$ _____.
404.198901	19 F9 BINDER COURSE WMA, 80 SERIES COMPACTION	212	TON	_____ Dollars	Cents	\$ _____.	\$ _____.

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
404.378901	37.5 F9 BASE COURSE WMA, 80 SERIES COMPACTION	422	TON	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
407.0103	STRAIGHT TACK COAT	226	GAL	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	4160	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
552.17	SHIELDS AND SHORING	8090	SF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
603.6001	REINFORCED CONCRETE PIPE CLASS III, 12 INCH DIAMETER	50	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
603.6002	REINFORCED CONCRETE PIPE CLASS III, 15 INCH DIAMETER	146	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
603.6003	REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER	111	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
603.6005	REINFORCED CONCRETE PIPE CLASS III, 24 INCH DIAMETER	30	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
603.9818	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 18 INCH DIAMETER	122	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
603.9824	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 24 INCH DIAMETER	375	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
604.300673	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR CAST IRON F3 FRAME	65	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
604.4048	ROUND PRECAST CONCRETE MANHOLE TYPE 48	24	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
604.4072	ROUND PRECAST CONCRETE MANHOLE TYPE 72	6	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
606.10	BOX BEAM GUIDE RAILING	304	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
606.120101	BOX BEAM END PIECE	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
606.1203	BOX BEAM END ASSEMBLY, TYPE III	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	256	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	324	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS	115	TON	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
608.21	EMBEDDED DETECTABLE WARNING UNITS	34	SY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
608.40010001	REMOVE, STORE AND RESET EXISTING WALK (STONE DUSTSETTING BED)	54	SY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF150	3344	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
610.0501	FERTILIZER	1	LB	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
610.1101	MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDedbARK	1	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
610.1201	PERMEABLE WEED CONTROL LANDSCAPE FABRIC	4	SY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
610.1402	TOPSOIL - ROADSIDE	1	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
610.1605	TURF ESTABLISHMENT - PERFORMANCE	737	SY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
610.19	WATERING VEGETATION	0	MGAL	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
611.0311	PLANTING - CONIFEROUS TREES - SIZE AS SPECIFIED BALL & BURLAP, FIELD POTTED OR FIELD BOXED	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
611.17	PORTABLE DRIP IRRIGATION SYSTEM	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
611.18	REMOVAL OF PORTABLE DRIP IRRIGATION SYSTEM	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
611.19030024	POST PLANTING CARE WITH REPLACEMENT - CONIFEROUS TREES	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
614.060104	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	15	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	24	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
614.060304	TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BREASTHEIGHT - STUMPS GRUBBED	8	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
614.060404	TREE REMOVAL OVER 18 INCHES TO 24 INCHES DIAMETER BREASTHEIGHT - STUMPS GRUBBED	3	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
614.060504	TREE REMOVAL OVER 24 INCHES TO 36 INCHES DIAMETER BRESTHEIGHT - STUMPS GRUBBED	4	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
619.1612	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT B)	1	INTM	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
619.27	MAILBOXES	3	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
621.03	CLEANING CLOSED DRAINAGE SYSTEMS	547	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
625.01	SURVEY OPERATIONS	1	LS	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
627.50140008	CUTTING PAVEMENT	817	LF		Dollars	\$ _____.	\$ _____.
					Cents		
634.07060001	VIDEO INSPECTION OF PIPE LINES	547	LF		Dollars	\$ _____.	\$ _____.
					Cents		
635.0103	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES	4429	LF		Dollars	\$ _____.	\$ _____.
					Cents		
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	8	MNTH		Dollars	\$ _____.	\$ _____.
					Cents		
637.26	RAIN GAUGE	1	EACH		Dollars	\$ _____.	\$ _____.
					Cents		
637.34	OFFICE TECHNOLOGY AND SUPPLIES	5000	DC	FIXED PRICE: SEE SPECIFICATION	Dollars	\$1.00	\$5,000.00
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH Z-BARS	58	SF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
645.81	TYPE A SIGN POSTS	14	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
645.81090003	RETROREFLECTIVE SIGN POST STRIP	9	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS	2	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
646.32	STEEL POST, 2.0 LB/FT	2	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30 SQUARE FEET)	7	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
647.51	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I(UNDER 30 SQUARE FEET)	3	EACH	<div><div></div><div>Dollars</div><div>Cents</div></div>	\$ _____.	\$ _____.
647.61	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET)	8	EACH	<div><div></div><div>Dollars</div><div>Cents</div></div>	\$ _____.	\$ _____.
655.0706	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINEGRATE G3	9	EACH	<div><div></div><div>Dollars</div><div>Cents</div></div>	\$ _____.	\$ _____.
655.1202	MANHOLE FRAME AND COVER	5	EACH	<div><div></div><div>Dollars</div><div>Cents</div></div>	\$ _____.	\$ _____.
663.31	RELOCATE EXISTING HYDRANT	1	EACH	<div><div></div><div>Dollars</div><div>Cents</div></div>	\$ _____.	\$ _____.
633.33	ADJUST EXISTING VALVE BOX ELEVATION	3	EACH	<div><div></div><div>Dollars</div><div>Cents</div></div>	\$ _____.	\$ _____.

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
680.05010007	360 DEGREE CAMERA VIDEO DETECTION SYSTEM	1	EACH	<div>Dollars</div> <div>Cents</div>	\$ _____.	\$ _____.
685.07200110	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NIGHT VISIBILITY SPHERES)	1631	LF	<div>Dollars</div> <div>Cents</div>	\$ _____.	\$ _____.
685.07200510	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES (SPECIAL MARKINGS) 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)	423	LF	<div>Dollars</div> <div>Cents</div>	\$ _____.	\$ _____.
685.07200610	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NIGHT VISIBILITY SPHERES)	38	LF	<div>Dollars</div> <div>Cents</div>	\$ _____.	\$ _____.
685.1102	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	3085	LF	<div>Dollars</div> <div>Cents</div>	\$ _____.	\$ _____.
697.03	FIELD CHANGE PAYMENT	74000	DC	FIXED PRICE: SEE SPECIFICATION <div>Dollars</div> <div>Cents</div>	\$1.00	\$74,000.00

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
698.04	ASPHALT PRICE ADJUSTMENT	1508	DC	FIXED PRICE: SEE SPECIFICATION	Dollars	\$1.00	\$1,508.00
					Cents		
698.05	FUEL PRICE ADJUSTMENT	743	DC	FIXED PRICE: SEE SPECIFICATION	Dollars	\$1.00	\$743.00
					Cents		
698.06	STEEL/IRON PRICE ADJUSTMENT	100	DC	FIXED PRICE: SEE SPECIFICATION	Dollars	\$1.00	\$100.00
					Cents		
SUBTOTAL BASE BID					Dollars	\$ _____.	\$ _____.
					Cents		
699.040001	MOBILIZATION	1	LS		Dollars	\$ _____.	\$ _____.
					Cents		
TOTAL BASE BID					Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
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BID ALTERNATE #1 - Mamaroneck Avenue to 295 Union Avenue

201.06	CLEARING AND GRUBBING	1	LS	<div><div></div><div></div></div> <div>Dollars</div> <div>Cents</div>	<div>\$ _____.</div> <div></div>	<div>\$ _____.</div> <div></div>
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	284	CY	<div><div></div><div></div></div> <div>Dollars</div> <div>Cents</div>	<div>\$ _____.</div> <div></div>	<div>\$ _____.</div> <div></div>
203.03	EMBANKMENT IN PLACE	458	CY	<div><div></div><div></div></div> <div>Dollars</div> <div>Cents</div>	<div>\$ _____.</div> <div></div>	<div>\$ _____.</div> <div></div>
203.07	SELECT GRANULAR FILL	682	CY	<div><div></div><div></div></div> <div>Dollars</div> <div>Cents</div>	<div>\$ _____.</div> <div></div>	<div>\$ _____.</div> <div></div>
206.0201	TRENCH AND CULVERT EXCAVATION	1368	CY	<div><div></div><div></div></div> <div>Dollars</div> <div>Cents</div>	<div>\$ _____.</div> <div></div>	<div>\$ _____.</div> <div></div>

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
206.05	TEST PIT EXCAVATION	2	EACH		Dollars	\$ _____.	\$ _____.
					Cents		
209.100101	MULCH - TEMPORARY	239	SY		Dollars	\$ _____.	\$ _____.
					Cents		
209.13	SILT FENCE-TEMPORARY	704	LF		Dollars	\$ _____.	\$ _____.
					Cents		
304.11000008	SUBBASE COURSE (MODIFIED)	379	CY		Dollars	\$ _____.	\$ _____.
					Cents		
404.000011	PLANT PRODUCTION QUALITY ADJUSTMENT TO WMA ITEMS	19	QU	FIXED PRICE: SEE SPECIFICATION	Dollars	110	\$2,090.00
					Cents		
404.098301	9.5 F3 TOP COURSE WMA, 80 SERIES COMPACTION	64	TON		Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
404.198901	19 F9 BINDER COURSE WMA, 80 SERIES COMPACTION	108	TON	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
404.378901	37.5 F9 BASE COURSE WMA, 80 SERIES COMPACTION	214	TON	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
407.0103	STRAIGHT TACK COAT	108	GAL	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	2320	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
552.17	SHIELDS AND SHORING	8752	SF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
603.6003	REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER	138	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
603.9824	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 24 INCH DIAMETER	700	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
604.300673	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR CAST IRON F3 FRAME	17	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
604.301122	RECTANGULAR DRAINAGE STRUCTURE TYPE K FOR #22 WELDED FRAME	25	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
604.302122	RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 WELDED FRAME	10	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
604.4048	ROUND PRECAST CONCRETE MANHOLE TYPE 48	9	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
604.4060	ROUND PRECAST CONCRETE MANHOLE TYPE 60	7	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
606.10	BOX BEAM GUIDE RAILING	112	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
606.1203	BOX BEAM END ASSEMBLY, TYPE III	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
606.73	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING	107	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	69	CY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS	45	TON	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
608.21	EMBEDDED DETECTABLE WARNING UNITS	6	SY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
608.40010001	REMOVE, STORE AND RESET EXISTING WALK (STONE DUSTSETTING BED)	1	SY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF150	1265	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
610.1605	TURF ESTABLISHMENT - PERFORMANCE	6	SY	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	1	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
627.50140008	CUTTING PAVEMENT	1056	LF	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		
645.81	TYPE A SIGN POSTS	3	EACH	_____	Dollars	\$ _____.	\$ _____.
				_____	Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARYSNOWPLOWING MARKER PANELS	1	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
646.32	STEEL POST, 2.0 LB/FT	1	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30SQUARE FEET)	5	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
647.61	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET)	2	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
655.0706	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINEGRATE G3	2	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		
655.1122	WELDED FRAME AND RETICULINE GRATE 22	5	EACH	_____	Dollars	\$ _____.	\$ _____.
					Cents		

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
655.1202	MANHOLE FRAME AND COVER	2	EACH	_____ Dollars	Cents	\$ _____.	\$ _____.
663.33	ADJUST EXISTING VALVE BOX ELEVATION	1	EACH	_____ Dollars	Cents	\$ _____.	\$ _____.
680.51000010	ALTER ELEVATION OF PULL BOXES	1	EACH	_____ Dollars	Cents	\$ _____.	\$ _____.
685.07200110	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NIGHT VISIBILITY SPHERES)	1125	LF	_____ Dollars	Cents	\$ _____.	\$ _____.
685.07200610	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS(WET NIGHT VISIBILITY SPHERES)	25	LF	_____ Dollars	Cents	\$ _____.	\$ _____.
TOTAL ALTERNATE 1				_____ Dollars	Cents	\$ _____.	\$ _____.

Brought Forward \$ _____.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
TOTAL BASE BID PLUS ALTERNATE 1				Dollars	\$ _____.	\$ _____.
				Cents		

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

Dated _____, 2024

Signature of Bidder

Print Name of Signer of Bid: _____

Address:

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

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BID (SECURITY) BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Receipt is hereby acknowledged for all addenda listed above.

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____

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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

Continuation Sheet

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ Of _____

Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

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

NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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."

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

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

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

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

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

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

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

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 published by the New York State Department of Transportation 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.

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

Date:

BY: _____
(Signature of Person Representing Above)

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

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK

COUNTY OF _____ SS:

On this _____ day of _____, 2024, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of _____, the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK

COUNTY OF _____ SS:

On this _____ day of _____, 2024, 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 partnership 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 for the uses and purposes mentioned herein.

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK

COUNTY OF _____ SS:

On this _____ day of _____, 2024, before me personally came
_____, to me known and known to me to
be the person 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 Code _____

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
OFFICE OF INSPECTOR GENERAL – FRAUD, WASTE & ABUSE HOTLINE**

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

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE.

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

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

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**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS AND
FEDERAL DBE COMMITMENT AND GFE BID REQUIREMENTS**

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE

UTILIZATION REQUIREMENTS

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

Disadvantaged Business Enterprise Utilization Goal 10 %

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation
Office of Civil Rights
50 Wolf Road
POD 6-2
Albany, NY 12232
(518) 457-1128 or 457-1129

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer _____
(Name, Title)

Telephone Number: _____

RETURN THIS PAGE WITH BID

1 OF 1

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AAP-14

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
 Contract #
 DBE Goal % as Stated in the Advertisement

We hereby submit a DBE commitment of % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
<input style="width: 250px;" type="text"/>					
Address: <input style="width: 250px;" type="text"/>					
<input style="width: 250px;" type="text"/>					
Address: <input style="width: 250px;" type="text"/>					
<input style="width: 250px;" type="text"/>					
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Address: <input style="width: 250px;" type="text"/>					
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Address: <input style="width: 250px;" type="text"/>					

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments. Total Commitment:

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

RETURN THIS PAGE WITH BID

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CERTIFICATION FOR FEDERAL AID CONTRACTS

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

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

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

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

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

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

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

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

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Authorized Signature

Title

Date

Firm Name

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year
2024 by and between _____ the Town/Village of Harrison (hereinafter called OWNER) and
_____ (hereinafter called CONTRACTOR).

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

Article 1 WORK.

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

Union Avenue Pedestrian Safety Improvement Project
PIN 8762.51
Town/Village of Harrison, Westchester County, New York

Article 2 ENGINEER.

The Project has been designed by Creighton Manning Engineering, LLP, 2 Winners Circle, Albany, New York 12205. The ENGINEER will act as OWNER's representative, and will assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 CONTRACT TIMES.

3.1 The Work will be substantially completed by **185 days from Notice to Proceed**, and completed and ready for final payment by **215 days from Notice to Proceed**.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the NYSDOT Standard Specifications. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Two Thousand Dollars (\$2,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Thousand dollars (\$2,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. This is not assessed as a penalty, but as liquidated damages for prolonged inconvenience accruing to the highway user and the locality.

Article 4 CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract documents in current funds, the sum of _____ Dollars (\$ _____), being the gross sum bid, obtained from the summation of the products of the approximate quantities multiplied by the unit prices bid.

4.2 Contractor agrees to accept the unit prices bid as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement or due to actual field conditions, and for use in the computation of the value of the Work performed for monthly estimates.

4.3 The Final Contract Price shall be the amount obtained from the summation of the products of the quantities of Work as done multiplied by the unit prices bid.

4.4 Contractor's Bid is attached to and is a part of this Agreement.

4.5 Contractor further agrees that at any time during the progress of Work, extra and/or force account Work is required, he shall so perform such Work and accept compensation in accordance with the NYSDOT Standard Specifications.

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with the NYSDOT Standard Specifications and will be processed by ENGINEER.

5.1 *Progress Payments;* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, each month during construction. Such payments will be measured by the values set forth in the CONTRACTOR's Bid Schedule.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with the NYSDOT Standard Specifications, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in the NYSDOT Standard Specifications.

~~**Article 6 INTEREST.**~~

~~All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.~~

Article 7 CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

- 7.4 CONTRACTOR agrees that before making its proposal, it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public services corporations on, over or under the site, except latent conditions that meet the requirements of Standard Specification Section 104-03 Differing site conditions, and that its information was secured by person and other investigation and research.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages III-1 to III-5, inclusive).
- 8.2 Performance, Payment, and other Bonds (Labeled ____, ____, ____)
- 8.3 NYS Standard Specifications adopted on January 01, 2024. (incorporation by reference)
- 8.4 NYS Standard Sheets adopted on January 01, 2024. (incorporation by reference)
- 8.5 Standard Clauses for New York State Contracts
- 8.6 Specifications and guidelines bearing the general title Project Manual for Union Avenue Pedestrian Safety Improvement Project and all amendments (incorporation by reference)
- 8.7 Drawings consisting of a cover sheet and sheets numbered 1 through 11, inclusive with each sheet bearing the following general title (incorporation by reference):
- Union Avenue Pedestrian Safety Improvement Project
Town/Village of Harrison, Westchester County, New York
- 8.8 Addenda numbers ____ to ____, inclusive. (attached to this agreement)
- 8.9 CONTRACTOR's Bid (pages ____ to ____, inclusive) marked exhibit A.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages C- ____ to C- ____, inclusive).

- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents.

The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the NYSDOT Standard Specifications.

Article 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the NYS Standard Specifications will have the meanings indicated in the NYS Standard Specifications.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 New York law shall apply to resolve any and all controversies related to or arising out of this Agreement. Venue of any such legal action shall be Supreme Court, Westchester County, New York.
- 9.6 The CONTRACTOR shall defend, indemnify and hold harmless the OWNER to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the OWNER for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this Agreement.

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

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER _____ CONTRACTOR _____

By: _____ By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____ Attest _____

Address for giving notices

Address for giving notices

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

License No. _____

Agent for services of process: _____

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

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CERTIFICATE OF ATTORNEY – OWNER

I, the undersigned

the duly authorized and acting legal representative of the

do hereby certify that I have examined the foregoing contract and the Surety Bond attached thereto and the manner of execution thereof, and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives, and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Signed: _____

Title: _____

Date: _____

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AFFIDAVIT - WORKER'S COMPENSATION

State of _____

SS: _____

County of _____

of _____

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

Signed: _____

Subscribed and sworn to before me

this _____ day of _____, 2024

Notary Public

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CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Company:	CONTRACTOR AS PRINCIPAL (Corp. Seal)	Company:	SURETY (Corp. Seal)
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	

Company:	CONTRACTOR AS PRINCIPAL (Corp. Seal)	Company:	SURETY (Corp. Seal)
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	

EJCDC No. 1910-28A (1984 Edition)

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

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

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER:

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Company: **CONTRACTOR AS PRINCIPAL**
(Corp. Seal)

Company: **SURETY**
(Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Company: **CONTRACTOR AS PRINCIPAL**
(Corp. Seal)

Company: **SURETY**
(Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums Due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction

Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to make obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions.

15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in; the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE Architect, Engineer or other party):

CERTIFICATE OF INSURANCE

(Attach Insurance Certificates Here)

NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE

In accordance with Section 103-01 of the Standard Specifications, the New York State Department of Transportation requires that all low bidders and proposed subcontractors present evidence of ownership, experience, ability, and financial standing. All low bidders and proposed subcontractors must have a fully completed a New York State Uniform Contracting Questionnaire on file with the Department to be considered for the award of a contract or the approval of a subcontract. If a current questionnaire is not on file at the time a low bid is submitted, the Department may exercise its option under Section 38 of the Highway Law and hold the low bidder's bid deposit until such time as a completed questionnaire is received. New York State Uniform Contracting Questionnaires can be obtained from the Office of Contract Management Pre-Award Unit by calling (518) 457-1564 or from the following website:

<https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info>

Any low bidder who does not have a completed New York State Contracting Questionnaire on file within ten days of receipt of the contract for execution may be subject to forfeiture of the amount of bid deposit pursuant to Section 103-02 of the Standard Specifications.

ADDENDUM A

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

The low bidder will be required to complete a New York State Uniform Contracting Questionnaire, which must be approved by NYSDOT prior to an award being made.

Whenever local requirements differ from Federal requirements, the Federal requirements will prevail.

ADDENDUM B

Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, DCES or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents relating to this contract.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

IV. SPECIAL NOTES LISTING

SPECIAL NOTES LIST

1. Alternate Bidding
2. CONR 9K Supplemental Information For Bidders
3. Controlling Exposure to Diesel Exhaust
4. Coordination With Utilities
5. Dust Control
6. Emergency Contact Numbers
7. Guide Rail Downtime Restrictions
8. Insurance Coverage
9. Insurance Supplement
10. Item Colors
11. New York State Wage Rates
12. Office Technology Supplies – Item 637.34
13. Price Adjustments
14. Pedestrian and Bicycle Traffic
15. Pre-Construction Meeting
16. Right-of-Way
17. Stormwater Pollution Prevention Plan (SWPPP)
18. Special Specification Item Numbers
19. Superpave Warm Mix Asphalt Performance Specification
20. Survey Work for Sidewalks and Curb Ramps
21. Temporary Lane Closure Restrictions
22. Ultra Low Sulfur Diesel Fuel
23. Westchester County Road Permit

SPECIAL NOTE

ALTERNATE BIDDING

This project includes alternate bidding and contractor shall be aware that the bid price of unit-price pay items must be the same across base and alternate bid.

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The information checked in the "Digital" column on this form is available at the Contract Documents tab within the Construction Contracting section of the [Business Center](#) on the Department's web site. The information checked in the "Inspection Only" column on this form is available at the Regional 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	Digital ¹	Inspection Only
1. Greyscale PDF of Sealed Plan Set (for printing) ^{2,4}	<input type="checkbox"/>	
2. Unsealed Layered or 3D PDF Files	<input type="checkbox"/>	
3. CADD Information (Successful Bidder Only)		
a. MicroStation DGN	<input checked="" type="checkbox"/>	
b. InRoads DTM and XML format	<input type="checkbox"/>	
c. InRoads ALG and XML format	<input checked="" type="checkbox"/>	
4. Cross Sections in ADOBE PDF format	<input type="checkbox"/>	
5. Quantity Work-ups ³	<input type="checkbox"/>	
6. Record Plans	<input type="checkbox"/>	<input type="checkbox"/>
7. Rock Cores (available for inspection only)		<input type="checkbox"/>
8. Sign Face Layouts in ADOBE PDF format	<input type="checkbox"/>	
9. Stormwater Pollution Prevention Plan (SWPPP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Subsurface Information		
a. Subsurface Exploration Logs	<input type="checkbox"/>	<input type="checkbox"/>
b. Undisturbed Sample Logs	<input type="checkbox"/>	<input type="checkbox"/>
c. Laboratory Test Data from Soil Samples	<input type="checkbox"/>	<input type="checkbox"/>
d. Tabulated Results of Probing	<input type="checkbox"/>	<input type="checkbox"/>
e. Tabulated Depth to Bedrock	<input type="checkbox"/>	<input type="checkbox"/>
f. Rock Core Evaluation Logs	<input type="checkbox"/>	<input type="checkbox"/>
g. Compression Test Data from Rock Samples	<input type="checkbox"/>	<input type="checkbox"/>
h. Rock Outcrop Maps	<input type="checkbox"/>	<input type="checkbox"/>
i. Granular Materials Resource Survey Reports	<input type="checkbox"/>	<input type="checkbox"/>
j. Terrain Reconnaissance Reports	<input type="checkbox"/>	<input type="checkbox"/>
11. Subsurface Information - Other Information		
a. Subsurface information from outside sources	<input type="checkbox"/>	<input type="checkbox"/>
b. Source Information - Granular Material and aggregates	<input type="checkbox"/>	<input type="checkbox"/>
c. Special Subsurface Reports	<input type="checkbox"/>	<input type="checkbox"/>
12. Anticipated Construction Schedule	<input type="checkbox"/>	<input type="checkbox"/>
13. Asbestos Information		
a. Asbestos Blanket Variances	<input type="checkbox"/>	<input type="checkbox"/>
b. Asbestos Report	<input type="checkbox"/>	<input type="checkbox"/>
14. Special Reports or Other Information:		
a. Permits	<input type="checkbox"/>	<input type="checkbox"/>
b. Design Approval Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Survey Control Report	<input type="checkbox"/>	<input type="checkbox"/>
d. Wetland Compensation Report	<input 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.

² – Required for all projects that have 11"x17" plan sets. See HDM Section 21.3.9.2

³ – Required for all projects.

⁴ – Greyscale PDF's of sealed plans must be provided at PS&E submittal. An updated version must be provided whenever the plans are modified or amended.

SPECIAL NOTE

CONTROLLING EXPOSURE TO DIESEL EXHAUST

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

The goal is to minimize exposure of Sensitive Receptors in close proximity to diesel exhaust, in terms of both concentration and time. In general, close proximity is defined as within 50 feet of a Sensitive Receptor. Mitigation techniques include positioning stationary equipment exhausts greater than 50 feet from Sensitive Receptors, extension of equipment exhausts through the use of flexible tubing; protecting building air intakes; and the use of moving operations.

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

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

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

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

SPECIAL NOTE

COORDINATION WITH THE UTILITY SCHEDULE

PIN: 8762.51

D#: 040323

Project Name: Union Avenue Pedestrian Safety Improvement Project

Location: Town/Village of Harrison, Westchester County

The Contractor must coordinate its schedule of operations with the various utility owners involved with the project and shall verify utility information found in the contract documents.

The Contractor shall meet with the various utility owners to discuss the clearing, grubbing, R.O.W. stake out and stationing of all areas in which proposed contract work requires a utility relocation. The contractor will also be called upon to set grade stakes to provide the underground utilities with the proposed grade. The contractor shall begin this process 10 days from the project awarding to expedite utility relocations.

A suggested utility relocation schedule has been included with this note. Time frames have been discussed and agreed upon with all utilities involved.

Utility revisions required by the various utility owners in connection with this project include:

GENERAL NOTES

All utility work will occur within the existing right of way or over areas with existing easements. Utility releases will be used to establish guy wire where necessary. Property transfers will occur after all utility work related to the project has been completed.

The schedules outlined in this note may be adjusted due to inclement weather delays.

ADVANCE NOTICE AND SCHEDULE REQUIREMENTS

FirstLight requires four (4) weeks advance notice to schedule any fieldwork identified in this special note. Contractor shall add this time requirement to any timeframe identified on the following pages to complete work.

Crown Castle requires two (2) weeks advance notice to schedule any fieldwork identified in this special note. Contractor shall add this time requirement to any timeframe identified on the following pages to complete work.

Verizon requires thirty (30) days advance notice to schedule their field work noted in this special note. Contractor shall add this time requirement to any timeframe identified on the following pages to complete work.

SPECIAL NOTE

COORDINATION WITH THE UTILITY SCHEDULE

Optimum requires one (1) week advance notice to schedule any field work identified in this special note. Contractor shall add this time requirement to any timeframe identified on the following pages to complete work.

SERVICE CONNECTIONS

All service connections on the affected poles shall be re-established.

AERIAL FACILITIES

Consolidated Edison, Inc. and Verizon have solely owned poles with aerial and underground attachments which are in physical conflict with proposed construction at the following locations.

Ref #	Utility Company Stencil	Station	Offset (ft)	Conflict
Aerial Conflicts				
<i>Union Avenue</i>				
1, 5, 6, 7	W49	37+47	20.4 LT	Proposed Sidewalk
4	VZ 41S	47+07	17.0 LT	Proposed Sidewalk
4	VZ 35S	54+55	17.0 LT	Proposed Sidewalk

Consolidated Edison, Inc. and Verizon will be responsible for providing new poles to replace the pole conflicts which they own, respectively. Once the poles are in their permanent locations, FirstLight, Crown Castle, Verizon, and Optimum shall relocate their aerial facilities. Once all facilities have been transferred, Consolidated Edison, Inc. and Verizon will be responsible for removing their old utility poles. This work will be contingent on the contractor providing a site that is free and clear of obstructions (including snow removal and tree trimming).

Consolidated Edison, Inc. will require thirty (30) days per conflict to remove, adjust, and/or relocate all their existing aerial conflicts from the date of the Contractor's written notification that the area is clear, accessible, and staked.

SPECIAL NOTE

COORDINATION WITH THE UTILITY SCHEDULE

UNDERGROUND FACILITIES

Consolidated Edison, Inc. has underground facilities which are in physical conflict with proposed construction at the following locations.

Ref #	Utility Company Stencil	Station	Offset (ft)	Conflict
Underground Conflicts				
<i>Union Avenue</i>				
3	ConEd Electric Manhole	33+22	18.0 RT	Proposed Sidewalk
3	ConEd Electric Manhole	33+47	13.5 LT	Proposed Sidewalk
3	ConEd Electric Manhole	36+57	16.3 RT	Proposed Sidewalk
3	ConEd Electric Manhole	36+84	14.6 LT	Proposed Sidewalk
2	ConEd Gas Valve	36+92	27.2 RT	Curb
2	ConEd Gas Valve	37+96	53.6 LT	Curb
2	ConEd Gas Valve	37+98	44.5 RT	Curb
2	ConEd Gas Valve	37+99	61.4 LT	Turf Restoration
2	ConEd Gas Valve	38+51	12.7 RT	Curb
2	ConEd Gas Valve	55+79	16.1 LT	Driveway
2	ConEd Gas Valve	56+85	22.7 LT	Driveway
2	ConEd Gas Valve	59+38	20.7 LT	Proposed Sidewalk

Consolidated Edison, Inc. will be responsible for adjusting the elevations of electric manholes and gas valves to avoid noted conflicts. This work will be contingent on the contractor providing a site that is free and clear of obstructions (including snow removal and tree trimming).

Consolidated Edison, Inc. will require one (1) week per gas conflict and one (1) month per electric conflict to remove, adjust, and/or relocate all their existing underground conflicts from the date of the Contractor's written notification that the area is clear, accessible, and staked.

SPECIAL NOTE

COORDINATION WITH THE UTILITY SCHEDULE

COORDINATION

The Contractor is directed to cc: the project Engineer-in-Charge and the Regional Utilities Engineer on all written notifications to the utility owners.

The following is a list of contacts for the affected utility companies:

Gary Magliari
Consolidated Edison, Inc.
315 Old Saw Mill River Road
Valhalla, New York 10595
Phone: (914) 925-6505
Email: magliarig@coned.com

Kyle Lee
Consolidated Edison, Inc.
315 Old Saw Mill River Road
Valhalla, New York 10595
Phone: (718) 839-1464
Email: leeky@coned.com

Steven Marcotrigiano
Verizon Communications
111 Main Street, 8th Floor
White Plains, New York 10601
Phone: (914) 821-9700, Cell: (914) 393-3075
Email: steven.marcotrigiano@verizon.com

Tom McArdle
Universal Network Development Co.
1689 Route 22
Brewster, New York 10509
Phone: (914) 629-7925
Email: tmcardle@undc.com

Dustin Farber
FirstLight
151 Old State Road
Newport, New York 13416
Phone: (518) 694-8701, Cell: (315) 717-1825
Email: Dfarber@firstlight.net

Brian Harper Jr.
FirstLight
4 Anderson Drive
Albany, New York 12205
Cell: (315) 269-0598
Email: BHarper@firstlight.net

Dennis Haney
Crown Castle
900 Corporate Boulevard
Newburgh, New York 12550
Phone: (845) 458-7233, Cell: (845) 313-2755
Email: Dennis.Haney@CrownCastle.com

Jeff Stigers
Optimum
3710 Main Street
Bridgeport, Connecticut 06606
Phone: (203) 410-7354
Email: jeff.stigers@alticeusa.com

Jason Curran
Optimum
2 Saw Mill Road
Hawthorne, NY 10532
Phone: (914) 326-1047
Email: Jason.curran@alticeusa.com

SPECIAL NOTE

DUST CONTROL

The Contractor shall minimize dust from disturbed soil surfaces or other materials that can cause off-site damage, health hazards and traffic safety problems. Dusty conditions resulting from the

Contractor's operations shall be corrected at no additional cost to the State. Buffer areas of vegetation should be left where practical. Water quality shall be considered when selecting materials for dust control. An approved dust palliative may be used in conformance with applicable conditions placed on its use. A list of acceptable dust palliatives is available at: <https://www.dot.ny.gov/divisions/engineering/technical-services/geotechnical-engineering-bureau/dust-palliatives>.

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

- Vegetative Cover –provides the most practical method of dust control.
- Mulch (including rolled erosion control products) –provides a fast, effective method of dust control.
- Spray Adhesives –Generally composed of polymers in a liquid or solid form mixed with water to form an emulsion that is sprayed on the soil surface. The mixing ratios and application rates will be in accordance with the manufacturer's recommendations for the specific soils on the site. Adhesives shall not be applied to wet soils or if there is a probability of precipitation within 48 hours.

For areas subject to traffic (traveling public or construction traffic) products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:

- Water Sprinkling –The site may be sprayed with water until the surface is wet. This is especially effective on haul roads and access routes.
- Polymer Additives –Polymers shall be mixed with water and applied to the driving surface using mixing ratios and application rates in accordance with the manufacturer's recommendations. No application of the polymer will be made if there is a probability of precipitation within 48 hours of its proposed use. Any polymers must be used in accordance with the NYSDEC issued "Conditions for Use" and "Application Instructions." This information can be obtained from the NYSDEC website.
- Barriers –Woven geotextiles or stone can be placed on the driving surface to effectively reduce dust throw and particle migration on haul roads.
- Windbreak –A silt fence or similar barrier can control air currents at horizontal intervals equal to ten times the barrier height. Preserve existing vegetation that acts as a wind barrier as much as practical.
- Wheel Washing –Mechanical or manual wet-method cleaning of on-road construction vehicle tires prior to leaving site.

SPECIAL NOTE

EMERGENCY CONTACT NUMBERS

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

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

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

During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency which initiated the call within 20 minutes from the time his answering service received it.
2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact the following personnel in the order listed:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

3. The Contractor shall respond to the emergency and make follow-up confirmatory calls as directed by the Town/Village's Representative or the Town/Village of Harrison.

During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency which initiated the call within 20 minutes from the time his answering service received it. If the call initiated from a person or agency other than Town/Village of Harrison, immediately notify the Town/Village of Harrison of the situation and the action he plans to take by contacting the following personnel in the order listed:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.

SPECIAL NOTE

EMERGENCY CONTACT NUMBERS

3. Follow-up calls within two hours of the original call shall be made to the original caller and to the Town/Village of Harrison advising of the status of the emergency and the action taken. At the same time, a message shall be left on the Engineer's field office answering machine with the same information.

SPECIAL NOTE

GUIDE RAIL DOWNTIME RESTRICTIONS

This contract contains restrictions on the amount of time that any run of guide rail may be out of service or that installation of new runs may be deferred. The Contractor is advised to be aware of these restrictions when preparing bids and scheduling work for this contract. Failure, as determined by the Engineer, to comply with the time frames specified will result in assessment of nonpayment for Item 619.01 Basic Work Zone Traffic Control for each calendar day during which the cited guide rail installation is not complete. In addition, liquidated damages will also be assessed at rates shown in Table 108-1 of Section 108.03.

Guide rail shall not be removed from any location where traffic is being maintained until the Contractor or Sub-Contractor is prepared to fully install the new section of rail and its terminals. The Contractor shall schedule operations to replace all rail on the same day as removed unless subsequent construction operations make it impractical to do so. Installation of the new rail shall begin as soon as practical after removal of the existing rail. Installation work on any individual location shall continue until all the railing at that location has been installed. When guide rail can not be replaced on the same day as removed, (1) the work area shall be delineated using the Overnight Shoulder Closure Details shown in the plans and (2) the guide rail shall be replaced within the guide rail replacement time duration for this contract, which is 28 calendar days.

The guide rail replacement duration for a given existing run shall be measured from the first day that dismantling of the run begins to the day of complete installation of the rail and its end assemblies.

SPECIAL NOTE
INSURANCE COVERAGE

By virtue of the scope, location, type, and/or estimated value, the following types of insurance, listed in the Standard Specifications §107-06B do not apply to this project and the Contractor is under no obligation to furnish proof of such insurance.

Professional Liability/ Errors and Omissions is not required unless the Contractor intends to include professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.

Railroad Protective Liability Insurance is not required because the project scope does not require work affecting any Railroads as described in §105-09.

Marine Protection & Indemnity Insurance is not required because the project scope does not require any Work performed on a navigable waterway using barges or other watercraft.

Pollution Liability Insurance is not required because the Contractor will not employ mobile equipment or tanks or facilities for fueling vehicles or equipment on-site. The Contractor will only use licensed and registered vehicles that are covered by a Commercial Automobile Policy, or provide the Pollution Liability Insurance.

BUILDERS' RISKS INSURANCE:

- Builders' Risks Insurance is not required for this contract.

SPECIAL NOTE

INSURANCE

This special note serves as a supplement to insurance requirements listed in the Invitation to Bidders section in this Manual and Section 107-06 of the New York State Department of Transportation Standard Specifications.

The following parties shall be named as additional insured for all those activities performed within its contracted activities for the contract as executed:

Town/Village of Harrison
Creighton Manning Engineering, LLP
Consolidated Edison Company of New York, Inc.
Crown Castle, Inc.
FirstLight Fiber, Inc.
Verizon Communications, Inc.
Altice/Cablevision

Coverage must also be provided for any consultant inspecting engineer or inspector (and their agents) working for or on the project.

The above listing supplements Section 107-06 INSURANCE of the New York State Department of Transportation Standard Specifications.

SPECIAL NOTE

ITEM COLORS

This Special Note specifies the color requirements for certain materials included in the contract items listed below. The Contractor is advised that the color for these items shall be approved by the Engineer and the Town/Village of Harrison **prior** to the installation of these items.

Item 608.21 – Embedded Detectable Warning Units

The color for this item shall be **Brick Red** per Federal Standard 595B Table IV, Color No. 20109. This item is used in all curb ramp locations as shown on the plans and/or miscellaneous details and tables.

SPECIAL NOTE

STATE PREVAILING WAGE RATES

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

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on NYSDOL Form PW-200 included in this contract Proposal.

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Department of Transportation to prospective bidders without internet access.

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

The following office technology supplies shall be provided as part of the initial setup of the Engineer's Office (additional supplies will be required to be provided over the duration of the construction contract):

Note: If a specification is followed by "(minimum)" then the stated requirement or better is acceptable. Otherwise, only the stated requirement is acceptable. For accessories preceded by "(*)", the Contractor shall replenish these items as required by the Engineer and be of a type, size, quality, and capacity acceptable to the Engineer.

These items shall remain the property of the Owner

MULTIFUNCTION COLOR MACHINE – this item shall include all the components, peripherals, software, and accessories specified as follows:

Multifunction Machine

- Functions – Print, Scan, Copy, and FAX (minimum)
- Laser or Inkjet Printer – Duplex Printing Capability.
- Paper Size - Capable of handling 8 1/2" x 11" and 11" x 17" paper
- Print Resolution – 600 x 600 dpi (minimum)
- Scanner Optical Resolution – 600 x 600 dpi (minimum)
- Capable of color, greyscale, and black & white scanning (minimum)
- Memory - 16 MB (minimum)
- Print Speed – 20 ppm (minimum)
- Copy Speed – 20 cpm (minimum)
- w/ postscript level 3 emulation (minimum)
- Must be stand-alone and network ready (Wireless or Hardwired to Network) [Note: the Engineer can waive the 'network ready' requirement if the multifunction machine will not be connected to a network.]
- Condition: New or Certified Refurbished/Maintained.
- See Special Note: 637.34 for Computer Details.

Accessories

- Stand/table for the multifunction machine
- Cables to connect the printer to a computer or network.

Printer Supplies

- (*) 5000 sheets of 8 1/2" x 11", 20# bond weight, letter quality paper (minimum)

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

- (*) 5000 sheets of 11" x 17", 20# bond weight, letter quality paper (minimum)
- (*) 500 sheets of 8 ½" x 14", 20# bond weight, letter quality paper (minimum)
- (*) 1 replacement printer toner cartridge for each printer/color (minimum)
- (*) 1 replacement imaging unit (If required)

DESKTOP COMPUTER - Quantity: 2

- Dell Precision Tower
 - Operating System - Windows 10 Professional
 - Processor – Intel Core i7 (minimum)
 - Memory – 8 GB RAM (minimum)
 - Graphics Card – 4Gb dedicated graphics card (minimum)
 - Hard Drive - Internal 512 GB (minimum)
 - Network Card – RJ45 Gigabit; 801.11b/g compatible Mbps wireless (optional)
- Monitor - 24", color, LCD (minimum)
- Additional Hardware – Wireless Mouse, keyboard, sound card w/ speakers, 4 USB 3.0 ports, 2 monitor ports, and 1 printer port (minimum)

LAPTOP (Optional) Quantity: 2

- Dell Mobile Precision 5560
 - Operating System - Windows 10 Professional
 - Processor – Intel Core i7 or equivalent
 - Screen – 15" (minimum)
 - Memory – 8 GB RAM (minimum)
 - Graphics – Intel HD integrated graphics or equivalent
 - Hard Drive - Internal 256 GB (minimum)
- Monitor - 24", color, LCD (minimum)
- Dell Docking Station WD19TBS
- Carrying Case

TABLET (Optional) Quantity: 2

- Tablet (Microsoft Surface Pro 8 or equivalent):
 - Processor – Intel Core i7 or equivalent
 - Memory – 16 GB RAM (minimum)
 - Hard Drive - 256 GB (minimum)
- Detachable keyboard with slim pen 2

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

- Protective Case (UAG Plasma Series or equivalent)
- Monitor - 20", color, LCD (minimum)
- Surface Dock 2 (or equivalent) with USB 3.0 Ports, Dual DisplayPort Input, Ethernet Input (All necessary cables to be provided)
- Wireless Mouse, Keyboard

SOFTWARE - to be provided on each computer, tablet, and/or laptop; For software versions followed by an "*", supply the most current version:

<u>Type of Software</u>	<u>Requirement/Standard</u>
• Office Suite	Office 2021* w/Access 2021* (or Microsoft 365 license)
• Portable Document (.pdf) Reader ...	Acrobat DC* (Adobe) or equivalent
• Virus Protection	Norton Internet Security or equivalent (it is required to maintain the virus definitions for the duration of contract, this typically requires a service subscription for the updates after the first year)
• File Compression	WinZip Standard Suite (provide a licensed copy)

COMPUTER PERIPHERALS - Provide one set of the following accessories per computer/laptop/tablet in the office:

- Surge protector - 6 power outlets and 1 telephone outlet.
- Mouse pad
- Security cable lock(s), to secure the computer and monitor, 6 foot cable (minimum)

ACCESSORIES

- 200 sheets of 216mm x 279mm (8 ½" x 11"), photo quality, printer paper.
- 4 – 32GB USB 3.0 Flash drives with Transfer Speeds Up To 100MPS (minimum)
- 2 – USB Cases, Waterproof, Capable of holding 1 USB Flash Drive (minimum)

COMMUNICATION SERVICES

In addition to the telephone service provided for the field office, dedicated high speed internet service (minimum 100 Mbps) paid for under the Engineer's Office pay item shall be provided for the office technology equipment (computers, etc.). Adequate hard-wired RJ45 ports shall be provided to provide connectivity to each computer/laptop/tablet provided. Service shall be provided via broadband or fiber optic service provider as approved with input from the Engineer.

SPECIAL NOTE

PRICE ADJUSTMENTS

1. ASPHALT PRICE ADJUSTMENT

The PGB Index Price which shall apply to this contract shall be \$ _____ per ton (t).

The table listed on the NYSDOT Web Site: - <https://www.dot.ny.gov/portal/page/portal/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments> - lists conversion factors used in computing Asphalt Price Adjustment. Bituminous materials not listed are also eligible for asphalt price adjustment using the conversion factor of a similar listed material with the same [pay units. If an appropriate conversion factor is not apparent, the Material Bureau shall be contacted to provide this information. The conversion factors for asphalt concrete mixed with slag shall be increased by 25%. The conversion factor for truing and leveling is based on the average for top and binder mixes. The price adjustment for shim course asphalt used as truing and leveling will be computed separately using the conversion factor for bituminous concrete Type 5 (shim).

2. FUEL PRICE ADJUSTMENT

The Fuel Index Price which shall apply to this contract shall be \$ _____ per gallon.

The table at the NYSDOT Web Site: - <https://www.dot.ny.gov/portal/page/portal/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments> - lists eligible items used in computing the Fuel Price Adjustment.

3. STEEL/IRON PRICE ADJUSTMENT

The following items/materials permanently incorporated into the work are eligible for steel and iron price adjustment:

- Structural Steel
- Reinforcing Steel (in superstructures or substructures)
- Shear Studs
- Open Steel Bridge Floor
- Tension Strands
- Dowel Bars
- Load Transfer Devices
- Steel in Precast or Prestressed Concrete Items, Including:
 - Drainage Structures and Manholes
 - Box Culverts
 - Prefabricated Bridge and Wall Elements

SPECIAL NOTE

PRICE ADJUSTMENTS

- Concrete Barrier
- Bridge, Culvert and Guide Railing
- Sheet Piling and Cofferdams
- Piling
- Utility Frames, Grates & Covers
- Overhead Sign Structures
- Ductile Iron Water Main and Ductile Iron Appurtenances
- Steel Water Main
- Poles (Signal, Power, etc)

Steel and iron price adjustments will be calculated in accordance with Section 698 *Price Adjustments*. Eligible materials include major components of items for which the weight of the steel and/or iron can be simply determined from manufacturer's/supplier's data or shipping weights, and exclude minor appurtenances individually weighing less than 2 kg (i.e. nuts, bolts, washers, etc.). Eligible precast or prestressed concrete items shall have total reinforcing steel weight listed on the approved shop drawings.

The Engineer will determine the mass of eligible materials from the following sources, in declining order of precedence; approved shop drawings, contract documents, industry standards (i.e. Steel Manual, AWWA Standards, etc.) and manufacturer's data.

The tables at the NYSDOT Web Site: -

<https://www.dot.ny.gov/portal/page/portal/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments>- lists Producer Price Indexes from the USDOL Bureau of Labor Statistics (BLS) along with a listing of initial cost basis (CB) values for steel/iron products.

Steel Price Adjustment Cost Basis = \$ _____

SPECIAL NOTE

PEDESTRIAN AND BICYCLE TRAFFIC

The Contractor's attention is called to the fact that pedestrian and bicycle traffic is to be maintained throughout or around the project for the duration of construction. Material, equipment or other such barriers shall not be placed or parked so as to obstruct pedestrian / bicycle traffic or present a safety hazard to the non-motorized public.

All necessary labor, material and equipment necessary to maintain pedestrian and bicycle traffic shall be included in the bid for Item 619.01 – Basic Maintenance and Protection of Traffic or as described in the plans.

SPECIAL NOTE

PRECONSTRUCTION MEETING

A preconstruction meeting that includes the NYSDOT Local Projects Unit Construction Liaison will be required prior to construction beginning.

SPECIAL NOTE

RIGHT-OF-WAY

- A. All work to be performed under this contract will be within the public right-of-way (ROW) in accordance with Section 105-15 of the 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.
- B. If contractor is unable to identify the limits of the rights-of-way when the contract calls for work in those vicinities, the contractor must contact the project engineer for definitive boundary determinations before any work may be initiated at those locations (Standard Specifications Sections 105-10 and 625).
- C. In accordance with Section 107-13 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 project 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 (Standard Specifications Sections 105-15, 107-13).
- D. 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 (Standard Specifications Sections 107-08 and 107-13).

SPECIAL NOTE

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

MADE PURSUANT TO THE STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM
(SPDES) GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION
ACTIVITY

(Permit No. GP-0-20-001)

PIN: 8762.51
Project Name: Union Avenue Pedestrian Safety Improvement Project
Project Description: Construction of sidewalks along Union Avenue between Mamaroneck Avenue
and 130 Union Avenue in the Town/Village of Harrison

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for this project, and is included on the "Supplemental Information Available to Bidders" form (CONR 9). The following plan sheets, specifications, state and federal permits/approvals, and additional information are components of the Stormwater pollution Prevention Plan (list):

Plans: None

Specifications: 203.03 – Embankment in Place
209.100101 – Mulch – Temporary
209.13 – Silt Fence – Temporary
610.16010020 – Turf Establishment - Performance

Permits/Approvals: None

Additional Information (Check all that apply):
☒ Soils Description
☒ Description of Pollution Prevention Measures
☐ Hydrologic/Hydraulic Analyses (Including comparison of pre-development vs. post-development runoff conditions)
☐ Construction Sequencing Plan
☒ Certification Form(s)
☒ Operations & Maintenance Requirements
☐ Other:

SPECIAL NOTE

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Contractors' Obligations under SPDES General Permit GP-0-20-001

Every Contractor and Subcontractor that performs an activity that disturbs or exposes soil or implements a portion of the Stormwater Pollution Prevention Plan is required, under the terms of the SPDES General Permit GP-0-20-001, to complete and sign the Contractor/Subcontractor SPDES Permit Certification (Form CONR 5). Contractors are responsible for securing applicable Subcontractor signatures and should consider obtaining certifications as part of the Subcontractor approval process.

A blank copy of the CONR5 is available in electronic format from the NYSDOT Construction Division website at <https://www.nysdot.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/environmental>

The contract shall provide a signed certification for itself at the Preconstruction Meeting. The Contractor will not be allowed to begin work until the certification has been submitted to the Engineer. All subcontractors shall submit a signed copy of the CONR 5 with the subcontractor approval package. Subcontractors will not be approved without a signed certification.

SPECIAL NOTE

SPECIAL SPECIFICATION ITEM NUMBERS

The Contractor's attention is directed to the special specification pay item formats used in this contract. Special specification pay items may be presented in two different formats:

- Format 1. Pay items appearing in the special specification will have five digits to the left of the decimal point and up to six digits to the right of the decimal point. The two left-most digits represent the origin of the specification. Reference Standard Specification §101-02 Specifications.
- Format 2. Pay items appearing in the special specification will have three digits to the left of the decimal point and up to eight digits to the right of the decimal. The seventh and eight digits to the right of the decimal will represent the origin of the specification.

Where items in this contract appear in multiple formats, one format shall be equated to the other format as illustrated below:

<u>Format 1</u>	<u>Format 2 *</u>	<u>Format 3</u>
XXXXXX.XX	XXX.XXbbbbXX	XXX.XX0000XX
XXXXXX.XXXX	XXX.XXXXbbXX	XXX.XXXX00XX
XXXXXX.XXXXXX	XXX.XXXXXXXX	XXX.XXXXXXXX

* "b" represents a blank space which will appear when all six digits of the pay item are not used.

SPECIAL NOTE

SUPERPAVE WARM MIX ASPHALT PERFORMANCE SPECIAL NOTE

Steps

1. Develop Mix design
2. Go to NYSDOT Materials Bureau:
<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/hma-specialnotes>
3. Copy appropriate special note from NYSDOT listing into your project directory

SPECIAL NOTE

SURVEY WORK FOR SIDEWALKS AND CURB RAMPS

The Contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of the sidewalks and curb ramps meet ADA requirements prior to pouring concrete or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of item 625.01 - Survey Operations

SPECIAL NOTE
TEMPORARY LANE/SHOULDER CLOSURE RESTRICTIONS FOR MAJOR HOLIDAYS

There shall be no temporary lane/shoulder closures on roadway facilities owned and/or maintained by NYSDOT on the major holidays listed below.

Construction activities that will result in temporary lane/shoulder closures shall be suspended to minimize travel delays associated with road work for major holidays as follows:

Holiday	Falls on	Temporary lane closures are NOT allowed from
New Year's Day Independence Day Christmas Day	Sunday or Monday	6:00 AM Friday before to 6:00 AM Tuesday after
	Tuesday	6:00 AM Saturday before to 6:00 AM Wednesday after (starting at 6:00 AM Friday before to 6:00 AM Wednesday after for Christmas Day)
	Wednesday	6:00 AM Tuesday before to 6:00 AM Thursday after (starting at 6:00 AM Saturday before to 6:00 AM Thursday after for Christmas Day)
	Thursday	6:00 AM Thursday to 6:00 AM Monday after (starting at 6:00 AM Wednesday before to 6:00 AM Monday after for Christmas Day)
	Friday or Saturday	6:00 AM Thursday before to 6:00 AM Monday after

Holiday	Falls on	Temporary lane closures are NOT allowed from
Memorial Day Labor Day	Monday	6:00 AM Friday before to 6:00 AM Tuesday after
Thanksgiving Day	Thursday	6:00 AM Wednesday before to 6:00 AM Monday after

Exceptions can only be made under the following conditions:

- Emergency work.
- Work within long-term stationary lane/shoulder closures.
- Safety work that does not adversely impact traffic mobility and has been authorized by the Regional Traffic Engineer.

Note: The Department reserves the right to cancel any work operations, including lane closures and/or total road closures, that would create traffic delays by unforeseen events. The Contractor would be notified at least seven (7) calendar days prior to the proposed work.

SPECIAL NOTE

ULTRA LOW SULFUR DIESEL FUEL

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

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

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

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

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

SPECIAL NOTE

WESTCHESTER COUNTY ROAD PERMIT

The contractor shall be responsible for securing the following Westchester County Permits and providing them to the Westchester County DPW:

1. Westchester County Road Permit (3 Original Copies. The Town/Village of Harrison will be co-applicant)
2. Insurance Forms (1 copy)

The contractor is responsible for all permit and insurance fees associated with the above permit forms. The submission and acceptance of these forms is required prior to the contractor beginning work on the project.

For additional information, refer to:

<https://publicworks.westchestergov.com/images/stories/pdfs/PermitAppCvrLtrRev0218r.pdf>

No additional payment will be made to the Contractor for work efforts or fees related to the above forms/permit.

V. SPECIFICATIONS

A. SPECIFICATIONS

The State of New York Department of Transportation Office of Engineering *Standard Specifications* are hereby incorporated, in their entirety, and made a composite part of these specifications except as herewith modified and supplemented by these specifications and subsequent documents issued by the Town/Village of Harrison.

The Specifications, Plans and Contract Documents of the Town/Village shall govern over those of other agencies but where the method of work and requirements of materials are not included in the Contract Documents of the County, the State of New York Department of Transportation *Standard Specifications*, shall govern.

The Contractor should note that the Project Plans are dimensioned in US Customary (English) units only, and that all Payment Items will be measured and paid in standard US Customary (English) units.

The Engineer for the Town/Village of Harrison or his authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications* used on this project. References to the County's representative and County personnel shall hereinafter be made as the "Engineer".

B. DEFINITIONS

Refer to Chapter I. B.2 for Definitions and terms.

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where the words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or prescription of the Engineer is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless another meaning is plainly intended. Whenever, in the description of any part of the Work to be done under this Contract, the expression as shown, as shown on the plans or the words of like import are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly intended.

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C. SPECIAL SPECIFICATIONS

The following Special Specifications are contained in this project:

Item	Description	Unit
304.11000008	SUBBASE COURSE (MODIFIED)	CY
608.40010001	REMOVE, STORE AND RESET EXISTING WALK (STONE DUST SETTING BED)	SY
611.19030024	POST PLANTING CARE WITH REPLACEMENT - CONIFEROUS TREES	EA
627.50140008	CUTTING PAVEMENT	LF
634.07060001	VIDEO INSPECTION OF PIPE LINES	LF
645.81090003	RETROREFLECTIVE SIGN POST STRIP	EA
680.05010007	360 DEGREE CAMERA VIDEO DETECTION SYSTEM	EA
680.51000010	ALTER ELEVATION OF PULL BOXES	EA
685.07200110	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS (WET NIGHT VISIBILITY SPHERES)	LF
685.07200510	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES (SPECIAL MARKINGS) 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)	LF
685.07200610	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS (WET NIGHT VISIBILITY SPHERES)	LF

ITEM 304.11000008 - SUBBASE COURSE (MODIFIED)

DESCRIPTION:

All the provisions of Section 304 pertaining to Subbase Course, Type 1 shall apply. The contractor may at their option substitute Subbase Course, Type 2. If Subbase Course, Type 2 is substituted all the provisions of Section 304 pertaining to Subbase Course, Type 2 shall apply.

ITEM 608.40010001 - REMOVE, STORE AND RESET EXISTING WALK (STONE DUST SETTING BED)

ITEM 608.40020001 - REMOVE, STORE AND RESET EXISTING WALK (MORTAR SETTING BED)

DESCRIPTION:

Under this item the Contractor shall carefully remove, store and reset walk materials in the locations shown on the Plans or where directed by the Engineer, to the satisfaction of the Engineer. Walk materials shall include, but not be limited to: flagstone, brick, slate, or pavers.

MATERIALS:

Walk materials shall be those salvaged in a useable condition as determined by the Engineer.

Mortar shall conform to the requirements of Subsection 705-21 of the Standard Specifications.

Stone dust setting bed materials and joint filler shall consist of hard, durable, uncoated particles of soil or rock, free from lumps of clay and all deleterious substances.

The setting bed material shall meet the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
¼ inch	100
# 10	50 - 85
# 40	20 - 45
# 200	3 - 10

Materials test and control methods shall be performed in conformance with the procedures contained in the appropriate Departmental publication in effect on the date of advertisement for bids.

CONSTRUCTION DETAILS:

Walk materials shall be placed over either stone dust setting bed or a mortar setting bed and set at the grade and slope shown on the Plans or where directed by the Engineer.

When a stone dust setting bed is used, the walk materials shall be laid on a properly prepared 2 inch setting bed, placed over the specified subbase course and made handtight. When a mortar setting bed is used, the walk materials shall be placed on a 1 inch setting bed over a specified concrete sidewalk and subbase course. While the mortar is plastic, the walk materials shall be laid onto the mortar and made handtight.

After the walk materials have been set, stone dust shall be swept into the joints with a stone dust setting bed and mortar shall be placed into the joints with a mortar setting bed. The Contractor shall protect the walks the duration of the Contract. Any damage done to the adjacent pavement or lawn as a result of resetting the walk shall be paid for under the applicable contract items.

**ITEM 608.40010001 - REMOVE, STORE AND RESET EXISTING WALK (STONE
DUST SETTING BED)**

**ITEM 608.40020001 - REMOVE, STORE AND RESET EXISTING WALK (MORTAR
SETTING BED)**

METHOD OF MEASUREMENT:

The quantity shall be measured by the number of square yards of removed, stored and reset pieces of walk material. Damaged materials shall be replaced by the Contractor at his own expense.

BASIS OF PAYMENT:

The unit price bid per square yard will include excavation, storing and placing the walk materials, stone dust, or mortar, and all labor, equipment and material necessary to complete the work, except that the subbase course and concrete sidewalk, if required, shall be paid for under the appropriate bid items.

ITEM 611.19010024 - POST-PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES

ITEM 611.19020024 - POST-PLANTING CARE WITH REPLACEMENT - MINOR DECIDUOUS TREES

ITEM 611.19030024 - POST-PLANTING CARE WITH REPLACEMENT - CONIFEROUS TREES

ITEM 611.19040024 - POST-PLANTING CARE WITH REPLACEMENT - DECIDUOUS SHRUBS

ITEM 611.19050024 - POST-PLANTING CARE WITH REPLACEMENT - EVERGREEN SHRUBS

ITEM 611.19060024 - POST-PLANTING CARE WITH REPLACEMENT- VINES, GROUNDCOVERS

ITEM 611.19070024 - POST-PLANTING CARE WITH REPLACEMENT - HERBACEOUS PLANTS

DESCRIPTION

This work consists of the care of newly planted and transplanted trees, shrubs, vines, groundcovers and other plants and replacement of plants in kind and as necessary, in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Materials shall meet the requirements of the following subsections of Section 700 *Materials and Manufacturing*.

Water	712-01
Topsoil	713-01
Mulch for Landscape Bedding	713-05
Trees, Shrubs and Vines	713-06
Materials for the Protection of Plants	713-08
Pesticides	
713-13	

CONSTRUCTION

Post-Planting Care. The Contractor shall perform all work as specified under Standard Specification section **611-3.05 Post-Planting Care**.

Replacement Planting. Plants that die, become diseased or badly impaired during Post-Planting Care shall be removed and replaced in kind once with new, healthy plant material, in the same location as the initial planting. Replacement planting shall occur within the planting seasons shown in Standard Specification **Table 611-1**. For any plants replaced during the Post-Planting Care period, Post-Planting Care shall continue to the end of the period.

Replacement plants shall be planted, maintained and accepted per Standard Specification **Section 611-3.01**. Planting soil used in the initial planting shall be reused for replacement plants and shall be supplemented with topsoil at no additional cost if additional material is needed to meet grade and surface finish. Watering shall accompany backfilling, at no additional cost. No replacement tree shall be staked, guyed or anchored.

ITEM 611.19010024 - POST-PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES

ITEM 611.19020024 - POST-PLANTING CARE WITH REPLACEMENT - MINOR DECIDUOUS TREES

ITEM 611.19030024 - POST-PLANTING CARE WITH REPLACEMENT - CONIFEROUS TREES

ITEM 611.19040024 - POST-PLANTING CARE WITH REPLACEMENT - DECIDUOUS SHRUBS

ITEM 611.19050024 - POST-PLANTING CARE WITH REPLACEMENT - EVERGREEN SHRUBS

ITEM 611.19060024 - POST-PLANTING CARE WITH REPLACEMENT- VINES, GROUNDCOVERS

ITEM 611.19070024 - POST-PLANTING CARE WITH REPLACEMENT - HERBACEOUS PLANTS

METHOD OF MEASUREMENT.

The quantity to be measured for payment will be the number of plants of each type cared for and, if necessary, replaced in kind.

BASIS OF PAYMENT.

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

Payment will be made under:

Item No.	Item	Pay Unit
611.19010024	Post Planting Care with Replacement - Major Deciduous Trees	Each
611.19020024	Post Planting Care with Replacement - Minor Deciduous Trees	Each
611.19030024	Post Planting Care with Replacement - Coniferous Trees	Each
611.19040024	Post Planting Care with Replacement - Deciduous Shrubs	Each
611.19050024	Post Planting Care with Replacement - Evergreen Shrubs	Each
611.19060024	Post Planting Care with Replacement- Vines, Groundcovers	Each
611.19070024	Post Planting Care with Replacement - Herbaceous Plants	Each

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

634.07060001 - VIDEO INSPECTION OF PIPE LINES

DESCRIPTION:

This work shall consist of de-watering, video inspection, survey, inspection report, survey report and video recordings of the existing pipe line. The inspection report, survey report and video recordings will become property of the Owner. Video Inspection of pipe lines will be required at locations as shown on the plans or as ordered by the Engineer.

MATERIALS

De-watering: The Contractor shall furnish all materials, labor, machinery and services necessary for the bypass pumping of storm water when necessary and as directed by the Engineer to conduct the video inspection and survey effectively. Bypassed storm water will not be discharged to open ground, street or curb areas, unless approved by the EIC.

Video Inspection: The video camera used for inspection shall be one specifically designed and constructed for sewer inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. Picture quality and definition shall be to the satisfaction of the Engineer. The camera shall be able to move through the sewer line in either direction at a uniform slow rate of about 0.5 feet per second.

The video recording shall be furnished on DVD or current technology of the day and shall be compatible for playback on a Windows 7 personal computer or newer as approved by the Engineer. The Contractor shall submit the video recordings and logs to the Engineer daily. Tapes must be of reasonable video clarity that is acceptable to the Engineer.

CONSTRUCTION DETAILS:

De-watering: De-watering shall be accomplished by the Contractor when pipe line flows are above the minimum requirements or inspection of the complete periphery of the pipe is necessary to conduct inspection operations effectively. De-watering techniques shall not include mopping, or any other technique resulting in a completely dry pipe.

Video Inspection: During the actual video inspection, a log shall be maintained by the Contractor's Operating Technician. This log will be a complete record of all structural defects, connections, abnormal conditions and other pertinent data observed, with the distance of each measured from a tether cable or other method acceptable to the Engineer. This log will be maintained on forms to be supplied by the Contractor.

The video recording shall be recorded such that the video inspection may be played back later. This recording shall have an audio channel, which will be used by the Operating Technician to record distance to each item noted in the log. The video recording and log will become the property of the owner.

The number of trips shall be as specified in the contract documents or as ordered by the Engineer.

634.07060001 - VIDEO INSPECTION OF PIPE LINES

METHOD OF MEASUREMENT:

This work will be measured as the length in linear feet of culvert or pipe or both satisfactorily televised. Measurement shall be the total length measured end to end along the invert of the culvert or pipe being inspected. For closed drainage systems, the length shall be determined by the measuring from inside wall surface to inside wall surface of adjacent manholes or other drainage structures.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include the cost of furnishing all labor, equipment, instruments and material necessary to satisfactorily complete the work. No payment will be made for additional video inspection due to unacceptable portions of the video inspection.

ITEM 645.81090003 – RETROREFLECTIVE SIGN POST STRIP

DESCRIPTION

This work shall consist of furnishing and installing Retroreflective Sign Post Strips in accordance with the contract documents.

MATERIALS

The retroreflective surface of Retroreflective Sign Post Strip shall conform to §730-05 Retro-Reflective Sign Sheeting - NYSDOT Class A sign sheeting and appear on the Department's Approved List of Materials and Equipment for Reflective Sign Sheeting.

Note: Signs supplied before March 1, 2023, may be fabricated with NYSDOT approved ASTM D4956 Type III/IV and IX retro-reflective sign sheeting. The grade of sheeting shall match the grade of sheeting on the sign panel that the strip supplements.

Nylon or plastic washers shall be installed between fastener bolt heads (or nuts) and the reflective sheeting on the face of the strip.

The color of the retroreflective sheeting on the Retroreflective Sign Post Strip shall match the background color of the sign, except that the color of the strip for the YIELD and DO NOT ENTER signs shall be red.

Retroreflective Sign Post Strips shall be made of durable, UV-stabilized plastics or aluminum panels in accordance with §730-01.

Hardware to mount Retroreflective Sign Post Strips to sign posts shall conform to §715-16 Stainless Steel Connecting Products, or §730-22 Stiffeners, Overhead Brackets, and Miscellaneous Hardware. Hardware to connect Retroreflective Sign Post Strips to sign posts shall be tamper resistant.

CONSTRUCTION DETAILS

Retroreflective Sign Post Strips shall be at least 2 inches in width and shall be in accordance with the contract documents. Retroreflective Sign Post Strips shall be placed for the full length of the support from the sign to 2 feet above the edge of the roadway.

Retroreflective Sign Post Strips shall be attached to the sign posts by mechanical means with standard nuts and bolts, clamps, brackets, or strapping according to the manufacturer's instructions. Retroreflective Sign Post Strips shall not be attached to sign posts with adhesives.

METHOD OF MEASUREMENT

This work will be measured as the number of Retroreflective Sign Post Strips satisfactorily furnished and installed.

BASIS OF PAYMENT

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

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

DESCRIPTION

Under this item the Contractor shall install a complete system or camera assembly that detects vehicles on a roadway via processing of video images from a 360° view camera(s) and provides detector outputs to State standard traffic signal cabinet to interface with State qualified traffic signal controller for the application shown on the contract documents. Contractor shall also be responsible for the providing and installing auxiliary equipment to assure system functionality per the manufacturer's recommendations. The contract documents will state if any of the materials will be supplied by the state. Materials not supplied by the state shall be supplied by the contractor. If no materials list is provided in the contract documents, the Contractor shall furnish and install the complete system shown on the contract documents. The Contractor shall use products off the New York State DOT Approved Products List (APL).

MATERIALS

1.0 GENERAL

1.1 System Hardware

The 360 Degree Camera Video Detection System shall consist of one fixed 360° view video camera where shown on the contract documents, control unit, mounting hardware and all necessary cables.

The 360 Degree Camera Assembly shall consist of one fixed 360° view video camera, mounting hardware and all necessary cables (no control unit). This item may be used at locations where a second video camera is necessary in addition to the 360 Degree Camera Video Detection System or when a replacement camera is necessary.

1.2 System Software

The system shall include either client software for local and remote access of the detection system, or web server for local and remote access of the detection system. This access is for the configuration and monitoring of system parameters. The system shall also send alarm/health emails when enabled.

The system shall detect vehicles, bicycles, and pedestrians in multiple traffic lanes using only the video image. A minimum of 64 detection zones shall be user-definable through interactive graphics by placing lines and/or boxes in an image on a computer monitor. The user shall be able to redefine previously defined detection zones. The system shall calculate traffic parameters in real-time.

2.0 FUNCTIONAL CAPABILITIES

2.1 Real-Time Vehicle Detection

2.1.1 The system shall be capable of simultaneously processing information from the video cameras.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

- 2.1.2 Detection zones shall be programmed via a graphical user interface on a desktop or laptop computer and pointing device. The interface shall facilitate placement of detection zones and setting of zone parameters or to view system parameters.
- 2.1.3 Different detector types shall be selectable. Detector types shall include stop-line, advance, presence, count, queue and directional presence.
- 2.1.4 Real-time detection status shall be viewable on a desktop or laptop computer.
- 2.1.5 Detection system parameters shall be kept in non-volatile memory.
- 2.1.6 The system shall have the capability of uploading and downloading set-up parameters remotely over the internet or locally over Ethernet.
- 2.1.7 The system shall provide dynamic zone reconfiguration without impacting zone detection.

3.0 DETECTION ZONES

- 3.1 The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the combined field of view of the cameras. Zones shall be placed over other zones when necessary without impacting performance of overlapping zones.
- 3.2 Detection Zone Programming
 - 3.2.1 Placement of detection zones shall be by means of a pointing device and desktop computer or laptop. The video monitor shall show images of the detection zones superimposed on the video image of traffic.
 - 3.2.2 It shall be possible to use a pointing device and desktop computer or laptop to edit previously defined detector configurations to fine-tune the detection zone placement.
 - 3.2.3 It shall be possible to individually adjust sensitivity for each detection zone in the system.
 - 3.2.4 The detection zone shall change in color or intensity in real-time on the video monitor, thereby verifying proper operation of the detection system.
 - 3.2.5 Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.
 - 3.2.6 All detection zones shall be capable to count the number of vehicles detected. The count value shall be internally stored for later retrieval remotely over the internet or locally over Ethernet. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

3.3 Detection Performance

Overall performance of the video detection system shall be comparable to inductive loops. Using standard camera optics and in the absence of occlusion, the system shall be able to detect vehicle presence with minimum 96% accuracy under normal conditions (day & night) and minimum 93% accuracy under adverse conditions (fog, rain, snow).

4.0 HARDWARE

4.1 Mounting

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly shall consist of all necessary mounting hardware, brackets, vertical support, etc., as supplied by the manufacturer, to be able to mount the camera on a vertical support pole or horizontal arm.

4.2 Environmental

The system shall be designed to operate reliably in the adverse environment such as the typical roadside traffic signal controller cabinet. Operating temperature shall be from -25 to 165° F at 0 to 95% relative humidity, non-condensing.

4.3 Electrical and Communication

4.3.1 Detection system configuration and data downloads shall be available remotely over the internet or locally over Ethernet connection on a desktop computer or laptop.

4.3.2 The system shall be equipped with a detector interface for at least 64 detector outputs. Output levels and protocols shall be compatible NEMA TS2 and NTCIP.

4.3.3 The detection camera to control unit shall be power over Ethernet (POE).

4.3.4 The system shall be capable of self-diagnostics and respond to faults by placing any faulty detection zones in a constant call mode. The system shall automatically revert to normal detection mode when a fault no longer exists on a channel.

4.3.5 The system shall be capable of automatically detecting low-visibility conditions such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

4.3.6 The detection system shall communicate with the traffic signal controller through the 2070 controller C12 SDLC connector as required for the application.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

5.0 REMOTE CONNECTIVITY

- 5.1 The system shall allow video and data to be transmitted via the internet or an Ethernet connection to a central location where it can be displayed and/or stored.
- 5.2 The system shall include either client software or a web server for remote access of the detection system.
- 5.3 The interface unit shall support streaming video technology to allow the user to monitor video detection imagery.
- 5.4 Provisions shall be made to accommodate mating cable connectors to utilize jack screws for securing cables.
- 5.5 Hi-intensity status lights shall be provided on the control unit to facilitate system monitoring. Indicators shall be provided to show the status of the internal processor, video presence and indication of which video input is being monitored.
- 5.6 An Ethernet port shall be integrated within the control unit. The Ethernet port shall conform to 802.3 Ethernet specifications.
- 5.7 Control unit(s) maximum dimension shall be no more than 5” w x 11” h x 11” d.

6.0 CAMERA SYSTEM

- 6.1 The video camera shall consist of a 360° view for real-time vehicle detection. Each camera shall provide have a detection range of at least 180 feet. The camera shall have the dynamic range to function in low-visibility conditions such as snow, rain and fog.
- 6.2 The camera shall provide virtual pan, tilt, zoom (PTZ) to allow viewing of detection zones.
- 6.3 The camera and lens assembly shall be housed in an enclosure that is watertight and dust-proof. The camera shall be designed to avoid ice and condensation in cold weather. The camera shall be designed to prevent water droplets from interfering with normal operation. The camera shall be light-colored and shall include a sun shield to minimize solar heating and glare. The camera unit shall have the appropriate grounding to facilitate reliable operation.
- 6.4 The control unit shall be mounted inside a State standard traffic signal cabinet or State standard auxiliary cabinet. The control unit shall provide a terminal block for power connection, grounding, circuit protection, cable connection connectors, and a transient voltage suppressor to facilitate reliable operation.
- 6.5 The POE connection between the control unit and the camera shall function with minimal signal degradation up to 300 feet under normal operational conditions.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

7.0 INSTALLATION

- 7.1 The manufacturer of the video detection system or their representative shall design camera system layout/placement and supervise the installation and testing of the video detection equipment. A factory certified representative from the supplier shall be on-site for a minimum of one day when a complete system is being installed.
- 7.2 The manufacturer shall provide either one complete set of maintenance manuals for the installed equipment or online copies shall be available on the manufacture's website. These manuals shall have complete setup, maintenance, and troubleshooting procedures presented in an organized format.

8.0 WARRANTY, MAINTENANCE AND SUPPORT

- 8.1 Materials supplied by the contractor for the video detection system shall be warranted by its supplier for a minimum of one (1) year.
- 8.2 During the warranty period, technical support by telephone or online shall be provided by the supplier during normal business hours.
- 8.3 During the warranty period, certified personnel from the supplier shall be on site within seventy-two (72) hours if required.
- 8.4 Ongoing software support by the supplier shall include updates of the detection system and supervisor software. These updates shall be provided free of charge during the warranty period and at a reasonable charge for the service life of the system.
- 8.5 The supplier shall maintain a program for technical support and software updates following expiration of the warranty period.

CONSTRUCTION DETAILS

The Contractor shall develop and deliver shop drawings which illustrate in detail mounting and camera(s) connection(s) and other equipment to the traffic signal equipment as shown on the contract documents.

METHOD OF MEASUREMENT

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly will be measured as the number of units satisfactorily installed in accordance with the contract documents.

BASIS OF PAYMENT

The requirement of Subsection 680-5.01 General, of the Standard Specifications shall apply with additional provisions as follows:

The unit price bid shall include the cost of all installation and materials (including but not limited to hardware, software, mounting bracket, coaxial cable, training, incidentals) as necessary to install the 360 Degree Camera Video Detection System and/or 360 Degree Camera Assembly as shown on the contract

ITEM 680.05010007 - 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 - 360 DEGREE CAMERA ASSEMBLY

documents in a State standard traffic signal cabinet, and technical support associated with providing the installation and the accepting of the 360 Degree Camera Video Detection System. The cost of all the wire runs from the cameras to the controller shall be included in the item(s). Payment is to be made as follows: 70% of the contract unit price upon installation: the remaining 30% is to be paid upon completing the final acceptance testing. The cost of poles, conduit excavation, conduit, and pull boxes will be paid for under their respective items.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>
680.05010007	360 Degree Camera Video Detection System	Each
680.05020007	360 Degree Camera Assembly	Each

ITEM 680.51000010 - ALTER ELEVATION OF PULL BOXES

DESCRIPTION:

Under this item the Contractor shall alter the elevation of existing pull boxes in accordance with this specification, the details included in the contract plans, and the directions of the Engineer.

MATERIALS:

Existing pull box frames and covers shall be reused.

Concrete shall meet the material requirements for Portland Cement Concrete, Class A, as outlined under Section 501 of the Standard Specifications.

CONSTRUCTION DETAILS:

The Contractor shall exercise care in removing and reinstalling pull box frames and covers so as not to damage any part thereof. Any component parts damaged by the Contractor shall be repaired or replaced at the Contractor's expense to the satisfaction of the Engineer.

Pull box walls shall be reconstructed as shown on the contract plans.

METHOD OF MEASUREMENT:

This work will be measured as the number of pull boxes altered in accordance with the plans, specifications, and directions of the Engineer.

BASIS OF PAYMENT:

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

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

DESCRIPTION:

Under this work the contractor shall furnish and apply epoxy reflectORIZED pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:

A small yield line symbol shall have a base dimension of one foot.

A large yield line symbol shall have a base dimension of two feet.

Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectORIZED stripe that will provide wet night retro-reflectivity.

MATERIALS REQUIREMENTS:

Epoxy Paint	727-03
Glass Beads for Pavement Markings	727-05

Reflective Glass Spheres

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

EPOXY APPLYING EQUIPMENT

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applying equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applying equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectORIZED epoxy markings in accordance with these specifications.

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Mobile applying equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.
2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.
3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.
4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.
5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.
6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy ReflectORIZED Pavement Markings.

CONSTRUCTION DETAILS

A. General

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

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The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

B. Atmospheric Conditions

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

C. Surface Preparation

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

D. Application of Epoxy ReflectORIZED Pavement Markings

Epoxy reflectORIZED pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

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recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibility (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibility beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

E. Defective Epoxy Pavement Markings

Epoxy reflectORIZED pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

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*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

METHOD OF MEASUREMENT

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Feet}}{4 \text{ inches}}$$

BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
685.07150110	White Epoxy Reflectorized Pavement Stripes – 15 mils	Foot

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685.07150210	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Letters - 15 mils	Each
685.07150310	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Symbols – 15 mils	Each
685.07150410	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Cross Hatching -15 mils Thick	Foot
685.07150510	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Stripes (Special Markings) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150610	Yellow Epoxy ReflectORIZED Pavement Stripes – 15 mils (Wet Night Visibility Spheres)	Foot
685.07150710	Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150810	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Small - 15 mils (Wet Night Visibility Spheres)	Each
685.07150910	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 15 mils (Wet Night Visibility Spheres)	Each
685.07200110	White Epoxy ReflectORIZED Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200210	White Epoxy ReflectORIZED Pavement Letters – 20 mils (Wet Night Visibility Spheres)	Each
685.07200310	White Epoxy ReflectORIZED Pavement Symbols – 20 mils (Wet Night Visibility Spheres)	Each
685.07200410	White Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200510	White Epoxy ReflectORIZED Pavement Stripes (Special Markings) 20 mils Thick (Wet Night Visibility Spheres)	Foot

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685.07200610	Yellow Epoxy ReflectORIZED Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200710	Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200810	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres)	Each
685.07200910	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres)	Each

Chapter VI. FEDERAL AND STATE LABOR REQUIREMENTS

VI. Federal (Davis-Bacon) Wage Rates

See Enclosed wage rates.

State Wage Rates:

The CONTRACTOR is advised that the latest Schedules of the Prevailing Hourly Wage Rates and the Prevailing Hourly Supplements as published by the State of New York, Department of Labor, Bureau of Public Works are a part of these Contract Documents. The Contractor is also advised that the Rates are subject to change during the course of the project and must be updated accordingly.

For additional information see the **Special Note – State Prevailing Wage Rates and <https://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm>**

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Harrison

Sean Burns, Assistant Project Engineer
2 Winners Circle
Albany NY 12180

Schedule Year 2023 through 2024
Date Requested 06/27/2023
PRC# 2023007439

Location Mamaroneck Avenue to JCCH

Project ID# D040323

Project Type Installation of sidewalk, curbing, drainage structures, striping, and modification to existing pedestrian and traffic signals

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 2023 through June 2024. 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 12226

www.labor.ny.gov.

PW 200

Ask.PWAsk@labor.ny.gov

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg, Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Village of Harrison

Sean Burns, Assistant Project Engineer
2 Winners Circle
Albany NY 12180Schedule Year 2023 through 2024
Date Requested 06/27/2023
PRC# 2023007439Location Mamaroneck Avenue to JCCH
Project ID# D040323
Project Type Installation of sidewalk, curbing, drainage structures, striping, and modification to existing pedestrian and traffic signals**Notice of Contract Award**

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

"General Decision Number: NY20240017 01/05/2024

Superseded General Decision Number: NY20230017

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), AND 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)(1).

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 \$17.20 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 2024.
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 \$12.90 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 2024.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ASBE0091-003 05/29/2023

Rates Fringes

HAZARDOUS MATERIAL HANDLER
(Duties limited to
preparation, wetting,
stripping, removal, scraping,
vacuuming, bagging and
disposing of all insulation
materials whether they
contain asbestos or not from
mechanical systems).....\$ 44.97 47.35
Insulator/asbestos worker
(Includes application of all
insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 44.97 47.35

BOIL0005-001 01/01/2023

Rates Fringes

BOILERMAKER.....\$ 65.88 48.47+a

FOOTNOTE:

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

BRNY0001-003 06/01/2018

Rates Fringes

Pointer, cleaner and caulker.....\$ 41.96 33.38

BRNY0004-001 01/02/2023

Rates Fringes

MARBLE MASON.....\$ 62.82 39.03

BRNY0005-006 06/01/2022

HEAVY & HIGHWAY CONSTRUCTION

Rates Fringes

BRICKLAYER
Bricklayers, Stone Masons,
Cement Masons, Plasterers,
Pointers, Caulkers and
Cleaner.....\$ 45.29 36.50

BRNY0005-007 06/01/2022

BUILDING/RESIDENTIAL CONSTRUCTION

Rates Fringes

Bricklayer, Cement Mason,
Plasterer & Stonemason.....\$ 44.79 36.50

BRNY0007-001 07/01/2022

Rates Fringes

TERRAZZO FINISHER.....\$ 55.21 36.97
TERRAZZO WORKER/SETTER.....\$ 59.75 38.60

BRNY0007-002 12/05/2022

Rates Fringes

TILE FINISHER.....\$ 48.44 33.02

BRNY0020-001 07/04/2022

Rates Fringes

MARBLE FINISHER.....\$ 49.20 36.21

BRNY0024-001 01/02/2023

Rates Fringes

BRICKLAYER
MARBLE POLISHERS.....\$ 47.22 30.29

BRNY0052-001 12/05/2022

Rates Fringes

Tile Layer.....\$ 63.04 36.30

CARP0279-001 07/01/2022

Rates Fringes

Carpenters:
Building.....\$ 45.60 32.35
Heavy & Highway.....\$ 45.60 32.35
Residential.....\$ 29.66 21.11

CARP0740-001 07/01/2022

Rates Fringes

MILLWRIGHT.....\$ 57.80 55.96

CARP1556-007 07/01/2022

Rates Fringes

Diver Tender.....\$ 52.57 53.56
Diver.....\$ 73.03 53.56

CARP1556-009 07/01/2022

Rates Fringes

Dock Builder & Piledrivermen.....\$ 58.16 53.56

CARP1556-011 07/01/2022

	Rates	Fringes
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Carpenters:

TIMBERMEN.....	\$ 53.05	53.94
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CARP2287-001 07/01/2022

	Rates	Fringes
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Carpenters:

Soft Floor Layers.....	\$ 55.05	47.83
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ELEC0003-003 04/21/2021

	Rates	Fringes
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ELECTRICIAN (Teledata

Technician).....	\$ 53.75	69.29%+14.50
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a. \$2.00 per hour not to exceed \$14.00 per day.

ELEC1249-001 05/01/2023

	Rates	Fringes
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ELECTRICIAN (LIGHTING AND
TRAFFIC SIGNAL WORK Including
any and all Fiber Optic Cable
necessary for Traffic Signal
Systems, Traffic monitoring
systems and Road Weather
Information systems)

Flagman.....	\$ 32.84	7%+35.40
Ground Digging Machine Operator.....	\$ 49.26	7%+35.40
Ground Truck Driver.....	\$ 43.78	7%+35.40
Tractor, Trailer Unit.....	\$ 46.52	7%+35.40
Lineman & Technician.....	\$ 54.73	7%+38.40
Mechanic.....	\$ 43.78	7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, 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 two days before and two days after the holiday

ELEC1249-006 05/01/2023

	Rates	Fringes
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ELECTRICIAN (LINE
CONSTRUCTION)

Substation and switching
structures pipetype cable,
underground fuil and gas
filled transmission
conduit and cable
installation, fiber optic
ground wire, fiber optic
shield wire or any other

like product having ground protection or fiber optic capabilities, maintenance jobs or projects; rail-road catenary installation and maintenance bonding of rails; Overhead & underground distribution work & Maintenance; Overhead and under- ground transmission line work:

Cable Splicer.....	\$ 65.90	7%+38.40
Flagman.....	\$ 35.95	7%+35.40
Groundman digging machine operator.....	\$ 53.92	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 50.92	7%+35.40
Groundman truck driver;....	\$ 47.93	7%+35.40
Lineman & Technician.....	\$ 59.91	7%+38.40
Mechanic.....	\$ 47.93	7%+35.40

PAID HOLIDAYS:

a. New Year's Day, President's 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.

ELEC1249-009 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

ELEV0001-002 03/17/2022

	Rates	Fringes
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ELEVATOR MECHANIC

Elevator Constructor.....	\$ 75.14	47.446+a+b
Modernization and Repair....	\$ 59.09	45.564+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who

has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ELEV0138-003 01/01/2023

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.35	37.335+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0137-005 03/06/2017

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A.....	\$ 53.95	28.52+a
GROUP 1-B.....	\$ 49.68	28.52+a
GROUP 2-A.....	\$ 52.03	28.52+a
GROUP 3-A.....	\$ 50.11	28.52+a
GROUP 3-B.....	\$ 47.67	28.52+a
GROUP 4-A.....	\$ 49.60	28.52+a
GROUP 4-B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5-A.....	\$ 56.63	28.52+a
GROUP 5-B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super

structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hiliift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector;
heater all types; pump; pump station (water and sewer);
steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-006 03/06/2017

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
(Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and
similar machines; Boat Captain; Boring Machine (all types);
Bull Dozer-all sizes; Central Mix Plant Operator;
Chipper-all types; Close circuit t.v.; Compactor with
Blade; Concrete Portable Hoist; C.M.I. or similar; Conway
or similar mucking machines; Gradall, Shovel Backhoe, etc.
Grader; Derrick, (Stone- Steel; Elevator & cage, materials
or passengers; Front end loaders over 1 1/2 yds.; Hoist
Single, Double, Triple Drum, Hoist Portable Mobile Unit;
Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist
Engineer-Material, Hydraulic Boom; Letourneau or Tournapull
(Scrapers over 20 yds. struck); Log Skidder; Movable
Concrete Barrier Transfer & Transport Vehicle; mucking
machines; overhead crane; paver (concrete); pulsemeter;
push button (buzz box) elevator; road mix machines; Robot
Hammer (brock or similar), Ross carrier and similar
machines; shovels (tunnels); side boom; Slip Form Machine;
spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2
yards; trenching machines; telephies- vermeer concrete saw
trencher and/or similar; tractor-type demolition equipment,
Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

IRON0040-001 07/01/2023

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 57.20	86.77

IRON0046-003 07/01/2023

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.95	28.80

IRON0197-001 07/01/2023

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 58.90	58.37

IRON0580-001 07/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 47.15	63.75

LAB00060-002 03/26/2023

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 49.55	26.85
GROUP 2.....	\$ 48.20	26.85
GROUP 3.....	\$ 47.80	26.85
GROUP 4.....	\$ 47.45	26.85
GROUP 5.....	\$ 47.10	26.85
GROUP 6.....	\$ 40.75	26.85
GROUP 7.....	\$ 49.10	26.85
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 53.55	34.30+a
GROUP 2.....	\$ 55.70	34.30+a
GROUP 4.....	\$ 62.10	34.30+a

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Blasters.

GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway (Steel), Asphalt Screedman, Asphalt Raker.

GROUP 3: Asphalt Curb Machine Operator, Jeoper Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pneumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.

GROUP 4: General concrete laborers-anything pertaining to concrete, aggregate or concrete material handling,

puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Outside laborers

GROUP 2: Blaster, Concrete and form setters, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators, Puddlers, Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring, Laborers, Powder carriers, signalmen, and Brakemen

GROUP 4: Miners

FOOTNOTE: a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

LAB00235-001 05/01/2016

BUILDING

	Rates	Fringes
LABORER.....	\$ 33.30	26.25

LAB00235-002 05/01/2016

RESIDENTIAL

	Rates	Fringes
LABORER.....	\$ 26.80	19.55

PAIN0009-003 05/01/2023

	Rates	Fringes
PAINTER		
GLAZIERS.....	\$ 47.95	52.77
Painters, Paperhanger, Drywall Finishers & Lead		
Abatement Worker.....	\$ 43.00	40.21
Spray, Scaffold, Sandblasting.....	\$ 46.00	40.21

PAIN0806-001 10/01/2023

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 56.00	54.33

PLUM0021-003 05/01/2023

	Rates	Fringes
Plumber and Steamfitter		
Zone 1.....	\$ 62.36	41.51

ROOF0008-003 05/01/2023

	Rates	Fringes
ROOFER.....	\$ 46.50	38.37

SFNY0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 50.86	30.19

SHEE0038-001 07/01/2023

	Rates	Fringes
Sheet metal worker.....	\$ 50.60	45.62

TEAM0456-001 07/01/2018

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 43.47	29.17+a
GROUP 2.....	\$ 40.72	29.17+a
GROUP 3.....	\$ 41.17	29.17+a
GROUP 4.....	\$ 41.34	29.17+a
GROUP 5.....	\$ 40.72	29.17+a
GROUP 6.....	\$ 41.47	29.17+a
GROUP 7.....	\$ 42.22	29.17+a
GROUP 8.....	\$ 42.59	29.17+a
GROUP 9.....	\$ 42.09	29.17+a
GROUP 10.....	\$ 42.72	29.17+a
GROUP 11.....	\$ 42.47	29.17+a

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

GROUP 1: Lowboy (carrying equipment)
 GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
 GROUP 3: Fuel and tire trucks.
 GROUP 4: Tractor trailers (all types)
 GROUP 5: 14 Wheeler
 GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
 GROUP 7: Darts.
 GROUP 8: RXS
 GROUP 9: Off Road Equipment (Under 40 Tons): Euclid
 GROUP 10: Off Road Equipment (Over 40 Tons) Euclid, DJB
 GROUP 11: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, President's Day, Decoration Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after 10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3 weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calendar year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calendar year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute \$.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional \$.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

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) (iii)).

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 DECISION"

VII. REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

CONTENTS

- ☐ Certification for Federal Aid Contracts (Page VII-3)
- ☐ Disclosure of Lobbying Activities (Page VII-6)
- ☐ Non-Collusive Bidding Certification (Page VII-10)
- ☐ U.S. Department of Transportation Hotline Information (Page VII-18)
- ☐ Equal Employment Opportunity Requirements. (See Section 102-11 of the NYSDOT Standard Specifications) (Page VII-20)
- ☐ FHWA-1273 Required Contract Provisions. (Page VII-22)
- ☐ Supplemental Title VI Provisions (Page VII-42)

NYSDOT Standard Specifications required for Federal Aid Contracts:

- Non-Collusive Bidding and Other Certifications NYSDOT Standard Specifications, Section 102-08
- Prevailing Wage Rates, Use of Convict Labor and Materials Provisions, NYSDOT Standard Specifications, Section 102-10
- Federal Changed Conditions Clauses and Disputed Work Provisions, NYSDOT Standard Specifications, Section 104-03, 04 and 05
- Insurance Provisions, NYSDOT Standard Specifications, Section 107-06
- Retainage Provisions, NYSDOT Standard Specifications, Section 109-07
- Prompt Payment Provisions, NYSDOT Standard Specifications, Section 109-07.
- Buy America Provisions, NYSDOT Standard Specifications, Section 106-11
- Safety and Health Requirements, Section 107-05 (including Fall Protection, Electrical Safety, Histoplasmosis, etc.)

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CERTIFICATION FOR FEDERAL AID CONTRACTS

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

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

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

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

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

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

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

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

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and

that such subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

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

NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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."

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

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

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

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

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

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

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

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

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

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and

Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;

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

Date:

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

BY: _____
(Signature of Person Representing Above)

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

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

of the _____, and that he/she is the

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

Notary Public

(Acknowledgment by Co-Partnership Contractor)

[illegible]

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

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

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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:

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

**U. S. DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL – FRAUD, WASTE & ABUSE HOTLINE**

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

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE.

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

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EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

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

(45 FR 65978 – 10/3/1980)

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

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

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

November 2018

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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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) 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C.101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246).

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Part 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 or other knowledgeable company official.

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, sexual orientation, gender identity, 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient, 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, but not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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). In accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C 133 [excluding recreational trail projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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 (29 CFR 5.5)

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 (29 CFR 5.5)

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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting 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. 29 CFR 5.5.

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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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 (based on longstanding interpretation):

(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. 23 CFR 635.102

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(a), 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. (based on long standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 (42 U.S.C. 7606, 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and

to all related subcontracts. 48 CFR 2.101;2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart 1, 180.900-180.1020 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320. and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2.CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335.

(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; 2 CFR 180.800.

(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; 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

- (5) Are not a corporation that has been convicted of a felony violation under any Federal Law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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 Part 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

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, Subpart 1, 180.900-180.1020, 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 recipient or subrecipient 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 recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency. 2 CFR 180.355.

(b) is a corporation that has been convicted of a felony violation under any Federal Law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

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

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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, App. A.

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.

XII. USE OF UNITED-STATES FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not

applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region. 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
- b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NYS STANDARD SPECIFICATIONS - SECTION 106-11 BUY AMERICA

The following revision to NYS Standards Specifications Section 106-11 Buy America will supersede Section 106-11 Buy America within the NYS Standards Specifications dated September 1, 2022. The inclusion of this revision will be incorporated into Contract Proposals until the NYS Standards Specifications are amended effective May 1, 2023.

106-11 BUY AMERICA.

In accordance with 23 USC 313, 23 CFR 635.410, the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL), and Section 146 of the State Finance Law, permanently incorporated predominantly steel and/or iron materials/products, manufactured products, and construction materials shall be domestically produced.

A. Control of Materials.

To qualify as domestic, all manufacturing processes, including melting, manufacturing, fabricating, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. A domestic product is a manufactured steel and/or iron material/product and/or construction material that was produced in one of the 50 States, the District of Columbia, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as raw iron ore and waste products which are used in the manufacturing process to produce the steel and/or iron material/product. The FHWA has granted a nationwide waiver for pig iron and processed, pelletized and reduced iron ore. Waste products include scrap (i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing). Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel billets or iron ingots are not acceptable under Buy America. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws.

The Buy America provisions only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, such as temporary scaffolding. In addition, it does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

1. Federal-Aid Contracts.

For Federal-Aid contracts, all iron and steel, manufactured products, and construction materials shall be produced/manufactured in the United States as follows:

- a. All iron and steel used in the project shall be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. All manufactured products used in the project shall be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

c. All construction materials shall be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply that is or consists primarily of:

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than construction materials.

Construction materials do not include an item of primary iron or steel; a manufactured product; cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

An article, material, or supply should be classified into only one of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. An article, material, or supply should not be considered to fall into multiple categories.

For Federal-Aid Contracts, the Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials, if the combined cost of such materials does not exceed one-tenth of one percent (0.1 %) of the total contract cost or \$2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

2. Non-Federal-Aid Contracts.

For Non-Federal-Aid contracts, the Contractor shall provide structural steel, structural iron, reinforcing steel and/or other major steel items to be permanently incorporated in the work produced or made in whole or substantial part in the United States, its territories, or possessions. In the case of a structural iron or structural steel product, all manufacturing must take place in the United States, its territories, or possessions, from the initial melting stage through the application of coatings, except metallurgical processes involving the refinement of steel additives.

B. Waivers.

1. Federal-Aid Contracts.

The Contractor may request a waiver if it can be demonstrated that:

- a. the use of domestic steel and/or iron materials would be inconsistent with the public interest (a “public interest waiver”);
- b. types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (a “nonavailability waiver”); or
- c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

The Contractor shall submit a waiver request to the Engineer which includes a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

2. Non-Federal-Aid Contracts.

The Contractor may request a waiver if it can be demonstrated that the use of domestic steel and/or iron materials would not be in the public interest, would result in unreasonable costs, or that such iron or steel, including without limitation structural iron and structural steel, cannot be produced, or made in the United States in sufficient and reasonably available quantities and of satisfactory quality.

The Contractor shall submit a waiver request to the Engineer which includes copies of all documentation verifying the unavailability of the material or product, and/or justification. Waiver requests will be reviewed by the affected Department program areas and approved by the Deputy Chief Engineer, Construction (DCEC).

C. Certifications.

A Manufacturer’s Certification is required to certify that the material / product is of domestic origin. Acceptable statements are: “Conforms (or Does not conform) to the requirements of NYSDOT Standard Specifications §106-11 Buy America” (acceptable for steel/iron, manufactured products, and construction materials) or “Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements” (acceptable for steel/iron and manufactured products only) or “Conforms (or Does not conform) to the requirements of the Build America, Buy America Act” (acceptable for construction materials only). Certifications shall comply with §106-04 Material Acceptance Records.

NYS STANDARD SPECIFICATIONS - SECTION 106-04A.4 STATEMENT OF CONFORMANCE

The following revision to NYS Standards Specifications Section 106-04A.4 Statement of Conformance will supersede Section 106-04A.4 Statement of Conformance within the NYS Standards Specifications dated September 1, 2022. The inclusion of this revision will be incorporated into Contract Proposals until the NYS Standards Specifications are amended effective May 1, 2023.

4. Statement of Conformance. The certification shall definitively state that the material contained in the shipment meets the requirements of a specific Department specification or a specific specification or standard of another agency (i.e., ASTM, AASHTO, AWWA, etc.).

If the material in the shipment contains steel and/or iron, manufactured products, or construction materials, the certification shall definitively state that the material is or is not of domestic origin. Acceptable statement is: “Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements” (acceptable for steel/iron, manufactured products, and construction materials), “conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements (acceptable for steel/iron and manufactured products only) or “conforms (or Does not conform) to the requirements of the Build America, Buy America Act” (acceptable for construction materials only)”.

If the product supplied has been altered subsequent to the certification by the manufacturer, the Material Certification shall definitively state that the material or product contained in the shipment meets the requirements of an identified contract specification.

Appendix A

Utility Agreements

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Capital Project Identification No. 8762.51

F.A. Project No.

ROW Declaration No.

Map Nos.

Parcel Nos.

County of Westchester

Contract No. D040323

Project Description: Union Avenue Pedestrian Safety Improvement Project

necessitates the adjustment of utility facilities as hereinafter described, the owner, Verizon, of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

See attached Disposition of Utilities table. The utilities are presently located on Westchester County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Non-Reimbursable adjustments or relocations:

Utility Reference	Station	Offset	Remarks
UTP W49	37+47	20.4'	Transfer Utilities to Relocated Pole
VZ 41S	47+07	17.0'	Relocate Pole and Utilities
VZ 35S	54+55	17.0'	Relocate Pole, Guy Wire, and Utilities

for an estimated \$0.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

- ☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Local sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- ☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Local Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporation's law.
- ☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Utility Reimbursement Procedure Manual, and with the Federal Highway Administration (FHWA) Federal Aid Policy Guide, Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
 - ☐ a. Best Interests of Local Sponsor
 - ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces Verizon.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ 2) There is betterment described as follows:

- ☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1. A Privately Owned Property Agreement executed prior to the performance of the work.
2. A Municipal Agreement executed prior to performance of the work.
3. Such other agreement as approved by NYSDOT Office of Legal Affairs

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes):

- ☐ A. Federal Highway Administration's Federal Aid Policy Guide Part 645.
- ☒ B. Contract Documents: Contract number D040323
Capital PIN 8762.51
Plan sheets No. GNP-06, 08, & 10
Special Note- Coordination with Utility Schedule
- ☐ C. Owner's Plan Sheets _____
- ☐ D. Owner's estimate sheets form No. _____
- ☐ E. Resolution Dated _____ by _____
- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

<u>Steven M. Tortorella</u>	<u>VERIZON OUTSIDE PLANT ENGINEER</u>	<u>6/12/23</u>
(Print/Type Name - Owner or Agent)	Signature	Title
<u>[Signature]</u>	<u>Town/Village Engineer</u>	<u>10/19/23</u>
For Local Sponsor	Title	Date

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Capital Project Identification No. 8762.51

F.A. Project No.

ROW Declaration No.

Map Nos.

Parcel Nos.

County of Westchester

Contract No. D040323

Project Description: Union Avenue Pedestrian Safety Improvement Project

necessitates the adjustment of utility facilities as hereinafter described, the owner, CSC Holdings LLC, of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

See attached Disposition of Utilities table. The utilities are presently located on Westchester County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Non-Reimbursable adjustments or relocations:

Utility Reference	Station	Offset	Remarks
W49	37+47	20.4'	Transfer Wire

for an estimated \$0.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Local sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- ☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Local Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporation's law.
- ☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Utility Reimbursement Procedure Manual, and with the Federal Highway Administration (FHWA) Federal Aid Policy Guide, Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
 - ☐ a. Best Interests of Local Sponsor
 - ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces CSC Holdings LLC.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ 2) There is betterment described as follows:

- ☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1. A Privately Owned Property Agreement executed prior to the performance of the work.
2. A Municipal Agreement executed prior to performance of the work.
3. Such other agreement as approved by NYSDOT Office of Legal Affairs

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes):

- ☐ A. Federal Highway Administration's Federal Aid Policy Guide Part 645.
- ☒ B. Contract Documents: Contract number D040323
Capital PIN 8762.51
Plan sheets No. GNP-06
Special Note- Coordination with Utility Schedule
- ☐ C. Owner's Plan Sheets _____
- ☐ D. Owner's estimate sheets form No. _____
- ☐ E. Resolution Dated _____ by _____
- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☐ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

John Lynn		VP, Construction	6/28/2023
(Print/Type Name - Owner or Agent)	Signature	Title	Date
		Town/Village Engineer	10/19/23
For Local Sponsor		Title	Date

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

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Map Nos.

Parcel Nos.

County of Westchester

Contract No. D040323

Project Description: Union Avenue Pedestrian Safety Improvement Project

necessitates the adjustment of utility facilities as hereinafter described, the owner, Consolidated Edison Company of New York, Inc., of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

See attached Disposition of Utilities table. The utilities are presently located on Westchester County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Non-Reimbursable adjustments or relocations:

Utility Reference	Station	Offset	Remarks
Gas	36+92	27.2'	Adjust Gas Valve
Gas	37+96	53.6'	Adjust Gas Valve
Gas	37+98	44.5'	Adjust Gas Valve
Gas	37+99	61.4'	Adjust Gas Valve
Gas	38+51	12.7'	Adjust Gas Valve
Gas	55+79	16.1'	Adjust Gas Valve
Gas	56+85	22.7'	Adjust Gas Valve
Gas	59+38	20.7'	Adjust Gas Valve

for an estimated \$0.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Local sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- ☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Local Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporation's law.
- ☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Utility Reimbursement Procedure Manual, and with the Federal Highway Administration (FHWA) Federal Aid Policy Guide, Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
 - ☐ a. Best Interests of Local Sponsor
 - ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces Consolidated Edison Company of New York, Inc.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ 2) There is betterment described as follows:

- ☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

- ☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1. A Privately Owned Property Agreement executed prior to the performance of the work.
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- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

Joseph Vinyard		Construction Manager	8/3/2023
(Print/Type Name - Owner or Agent)	Signature	Title	Date
		Town/Village Engineer	10/19/23
For Local Sponsor		Title	Date

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Capital Project Identification No. 8762.51

F.A. Project No.

ROW Declaration No.

Map Nos.

Parcel Nos.

County of Westchester

Contract No. D040323

Project Description: Union Avenue Pedestrian Safety Improvement Project

necessitates the adjustment of utility facilities as hereinafter described, the owner, Consolidated Edison Company of New York, Inc., of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

See attached Disposition of Utilities table. The utilities are presently located on Westchester County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Non-Reimbursable adjustments or relocations:

Utility Reference	Station	Offset	Remarks
Manhole	33+22	18.0'	Adjust Electric Manhole
Manhole	33+47	13.5'	Adjust Electric Manhole
Manhole	36+57	16.3'	Adjust Electric Manhole
Manhole	36+84	14.6'	Adjust Electric Manhole

for an estimated \$0.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

- ☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Local sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- ☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Local Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporation's law.
- ☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Utility Reimbursement Procedure Manual, and with the Federal Highway Administration (FHWA) Federal Aid Policy Guide, Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
 - ☐ a. Best Interests of Local Sponsor
 - ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces Consolidated Edison Company of New York, Inc.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ 2) There is betterment described as follows:

- ☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1. A Privately Owned Property Agreement executed prior to the performance of the work.
2. A Municipal Agreement executed prior to performance of the work.
3. Such other agreement as approved by NYSDOT Office of Legal Affairs

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes):

- ☐ A. Federal Highway Administration's Federal Aid Policy Guide Part 645.
- ☒ B. Contract Documents: Contract number D040323
Capital PIN 8762.51
Plan sheets No. GNP-05 & 06
Special Note- Coordination with Utility Schedule
- ☐ C. Owner's Plan Sheets _____
- ☐ D. Owner's estimate sheets form No. _____
- ☐ E. Resolution Dated _____ by _____
- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

Joseph Vinyard		Construction Manager	8/3/2023
(Print/Type Name - Owner or Agent)	Signature	Title	Date
	Town/Village Engineer		10/19/23
For Local Sponsor	Title		Date

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Capital Project Identification No. 8762.51

F.A. Project No.

ROW Declaration No.

Map Nos.

Parcel Nos.

County of Westchester

Contract No. D040323

Project Description: Union Avenue Pedestrian Safety Improvement Project

necessitates the adjustment of utility facilities as hereinafter described, the owner, Consolidated Edison Company of New York, Inc., of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

See attached Disposition of Utilities table. The utilities are presently located on Westchester County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Non-Reimbursable adjustments or relocations:

Utility Reference	Station	Offset	Remarks
W49	37+47	20.4'	Relocate Pole, Guy Wire, and Utilities
W49	38+48	17.9'	Relocate Guy Wire

for an estimated \$0.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Local sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- ☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Local Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporation's law.
- ☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Utility Reimbursement Procedure Manual, and with the Federal Highway Administration (FHWA) Federal Aid Policy Guide, Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
 - ☐ a. Best Interests of Local Sponsor
 - ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces Consolidated Edison Company of New York, Inc.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ 2) There is betterment described as follows:

- ☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1. A Privately Owned Property Agreement executed prior to the performance of the work.
2. A Municipal Agreement executed prior to performance of the work.
3. Such other agreement as approved by NYSDOT Office of Legal Affairs

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes):

- ☐ A. Federal Highway Administration's Federal Aid Policy Guide Part 645.
- ☒ B. Contract Documents: Contract number D040323
Capital PIN 8762.51
Plan sheets No. GNP-06
Special Note- Coordination with Utility Schedule
- ☐ C. Owner's Plan Sheets _____
- ☐ D. Owner's estimate sheets form No. _____
- ☐ E. Resolution Dated _____ by _____
- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

Nicole Leo

(Print/Type Name - Owner or Agent)

Signature

Construction Manager 10/6/23

Title

Date

For Local Sponsor

Title

Date

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Capital Project Identification No. 8762.51

F.A. Project No.

ROW Declaration No.

Map Nos.

Parcel Nos.

County of Westchester

Contract No. D040323

Project Description: Union Avenue Pedestrian Safety Improvement Project

necessitates the adjustment of utility facilities as hereinafter described, the owner, Crown Castle, of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

See attached Disposition of Utilities table. The utilities are presently located on Westchester County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Non-Reimbursable adjustments or relocations:

Utility Reference	Station	Offset	Remarks
W49	37+47	20.4'	Transfer Wire

for an estimated \$0.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Local sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- ☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Local Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporation's law.
- ☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Utility Reimbursement Procedure Manual, and with the Federal Highway Administration (FHWA) Federal Aid Policy Guide, Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
- ☐ a. Best Interests of Local Sponsor
- ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces Crown Castle.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ 2) There is betterment described as follows:

- ☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

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- ☒ B. Contract Documents: Contract number D040323
Capital PIN 8762.51
Plan sheets No. GNP-06
Special Note- Coordination with Utility Schedule
- ☐ C. Owner's Plan Sheets _____
- ☐ D. Owner's estimate sheets form No. _____
- ☐ E. Resolution Dated _____ by _____
- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☐ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

Dennis Haney	<i>Dennis Haney</i>	Network Construction Mgr	6/29/23
(Print/Type Name - Owner or Agent)	Signature	Title	Date
<i>[Signature]</i>		Town/Village Engineer	10/19/23
For Local Sponsor		Title	Date

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

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Capital Project Identification No. 8762.51

F.A. Project No.

ROW Declaration No.

Map Nos.

Parcel Nos.

County of Westchester

Contract No. D040323

Project Description: Union Avenue Pedestrian Safety Improvement Project

necessitates the adjustment of utility facilities as hereinafter described, the owner, FirstLight, of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities

See attached Disposition of Utilities table. The utilities are presently located on Westchester County Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Non-Reimbursable adjustments or relocations:

Utility Reference	Station	Offset	Remarks
W49	37+47	20.4'	Wire Transfer

for an estimated \$0.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
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- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
 - ☐ a. Best Interests of Local Sponsor
 - ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces FirstLight.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
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VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes):

- ☐ A. Federal Highway Administration's Federal Aid Policy Guide Part 645.
- ☒ B. Contract Documents: Contract number D040323
Capital PIN 8762.51
Plan sheets No. GNP-06
Special Note- Coordination with Utility Schedule
- ☐ C. Owner's Plan Sheets _____
- ☐ D. Owner's estimate sheets form No. _____
- ☐ E. Resolution Dated _____ by _____
- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☐ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

Ryan Sprague

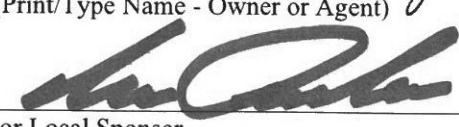
(Print/Type Name - Owner or Agent)

Ryan Sprague
Signature

Director, Fiber Design NY/PA 7/24/2023

Title

Date


For Local Sponsor

Town/Village Engineers
Title

10/19/23
Date

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Appendix B
Right-Of-Way Clearance Certificate

APPENDIX 11-5
RIGHT OF WAY CLEARANCE CERTIFICATE FOR PSE

To: Regional Real Estate Officer, Region 8 _____ Date: 10/18/2023 Design Approval Date: 5/2/2023

From: Creighton Manning Engineering Sponsor: Town/Village of Harrison

P.I.N: 8762.51 Project: Union Avenue Pedestrian Safety Improvement

Sponsor ID #: N/A Acquiring Agency: N/A

I certify that; the right-of-way has been or will be acquired in accordance with the Highway Law, the Eminent Domain Procedure Law (when applicable), Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 as amended, and Title 23 of the Code of Federal Regulations, Part 635, Section 309 and that the status of the right-of-way is as follows:

Select: a, b, c, or d

☒ (a) No right of way (including clearance of encroachments conflicting with the project construction within the existing right of way) is required for the project.

☐ (b) All of the necessary rights of way, including control of access rights have been acquired (legal and physical possession). All payments/deposits are completed. If applicable, "Statement of Donations" attached. There are no improvements existing that need to be removed or demolished and/or all occupants have vacated the land and/or improvements and the acquiring agency has the physical possession and the right to remove.

☐ (c) All the necessary rights of way, including control of access rights have not been completed, however, the acquisitions are being progressed and all legal and physical possession will be completed prior to advertisement of the contract (see attached ROW 9-15ALL "Acquisition and Clearance Status Report" for completion schedule).

☐ (d) Acquisition of one or more remaining properties has not been completed and will not be completed prior to project advertisement for bids. All eligible occupants of the residences, if any, on such properties have had replacement housing made available to them in accordance with 49 CFR 24.204. (See attached ROW 9-15ALL "Acquisition and Clearance Status Report" for completion schedule and ROW 9-16ALL "Special Note – Availability of ROW"). The completion schedule will be included in the contract plans, engineering substantiation and a report of the quantity and quality of relocation assistance. A note designating the lack of availability shall appear on the specific plan sheet of each indicated property. FHWA approval of this (these) projection(s) is required. (Reasons property may not be available include acquisitions of properties in bankruptcy, acquisitions from cemeteries, acquisitions from the federal/state government, and relocations.)

Project Information:

No. of Maps required for project	_____	No. of Relocations completed	_____
No. of Claimants	_____	No. of Maps paid to date	_____
No. of Maps not requiring payment	_____	No. of Maps deposited to date	_____
No of Relocations required	_____		

Completed Project Checklist and Property Checklist must be attached.

Responsible Local Official

NYSDOT Real Estate Officer:

Title: Town/Village Engineer

Name: _____

Name: Michael J Amodeo PE CFM

Signature: _____

Signature: [Signature] Date: 10/19/23

Date: _____

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