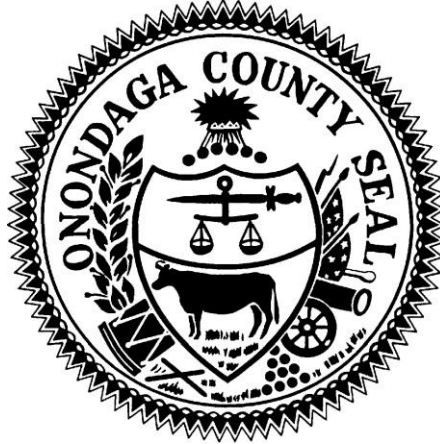


***County of Onondaga
Department of Transportation***



PROPOSAL FOR THE

**BUCKLEY ROAD (CR 48)
DRAINAGE REPLACEMENT PROJECT
PROJECT # 24H01**

TOWN OF SALINA

***J. RYAN McMAHON, II
COUNTY EXECUTIVE***

***MARTIN E. VOSS
COMMISSIONER***

**PREPARED BY:
Onondaga County Department of Transportation
6230 East Molloy Road
East Syracuse, New York 13057**

**Submitted in accordance with the Highway Law and Standard Specifications
officially finalized and adopted on January 1, 2025, as posted on the New
YorkState Department of Transportation website.**

**BUCKLEY ROAD (CR 48) DRAINAGE
REPLACEMENT PROJECT
PROJECT # 24H01**

Bid Reference No. ONGOV-018-25

ATTENTION BIDDERS/SUBCONTRACTORS

PRE-BID CONFERENCE:

Prospective bidders are encouraged to attend a pre-bid conference on **Thursday March 6, 2025 at 10:00AM** at the offices of Onondaga County DOT, 6230 East Molloy Road, East Syracuse, New York 13057. The overall scope of the project, including conditions and coordination efforts, as well as important restrictions, requirements and warnings will be discussed.

BID REFERENCE NO. ONGOV-018-25

PROPOSAL
FOR THE CONSTRUCTION OF
BUCKLEY ROAD (CR 48)
DRAINAGE REPLACEMENT PROJECT
PROJECT # 24H01

February, 2025

TABLE OF CONTENTS

	<u>PAGE</u>
ADVERTISEMENT	1
PUBLIC WORK CONTRACTOR AND SUBCONTRACTOR REGISTRY	3
INSTRUCTIONS TO BIDDERS	4
ADDITIONAL INFORMATION FOR BIDDERS	6
MBE/WBE & MINORITY WORKFORCE REQUIREMENTS	13
PLANS	
Plan Sheets (8 Pages)	
TABLES	
Concrete Gutter Removal with Restoration Limits Table (1 Page)	
Drainage Table (4 Pages)	
DETAILS	
Detail Sheet #1: Details for Item C605.9810XXYY, and Item C604.30XXYY	
Detail Sheet #2: Details for Item C603.98XXYY, and Item C203.021X	
AGREEMENT	27
FAITHFUL PERFORMANCE BOND	38
GENERAL PROVISIONS	39
GENERAL CONDITIONS	40
GENERAL SPECIFICATIONS	43
SPECIAL NOTES	47
SPECIAL CONDITIONS	54
SPECIAL SPECIFICATIONS	71
ITEM C203.021X.....	72
ITEM C603.98XXYY.....	74
ITEM C604.30XXYY.....	77
ITEM C605.9810XXYY.....	79
ENGINEERING BULLETINS AND ENGINEERING INSTRUCTIONS.....	82
VALUE ENGINEERING.....	83
WAGE RATES.....	87
CONTRACT REQUIREMENTS.....	89
BIDDING & CONTRACT REQUIREMENTS/BIDDERS CHECKLIST.....	91
ITEMIZED PROPOSAL.....	92
BID SHEETS.....	BID PAGE -1
PROPOSAL FOR BID.....	94
NON-COLLUSIVE BIDDING CERTIFICATION.....	95

FAIR EMPLOYMENT CLAUSE	96
PREVENTION OF SEXUAL HARASSMENT.....	97
RESOLUTION OF ACCOMPANYING BID	98
STATEMENT OF SURETY'S INTENT	99
BIDDER'S ADDRESS	100
CONFLICT OF INTEREST.....	101
CERTIFICATION COMPLIANCE WITH THE IRAN DIVESTMENT ACT.....	103
MWBE & EEO FORMS.....	104
END OF PROPOSAL.....	109



ADVERTISEMENT

NOTICE TO CONTRACTORS

PROJECT:

**BUCKLEY ROAD (CR 48)
DRAINAGE REPLACEMENT PROJECT
PROJECT # 24H01**

Bid Reference No. ONGOV-018-25

Sealed proposals for the construction of the above project will be received by the Onondaga County Purchasing Director, at the Onondaga County Civic Center, 421 Montgomery Street, 13th Floor, Syracuse, New York 13202 until 2:00 PM local time, Thursday, March 20, 2025, and there at said time, publicly opened and read aloud.

This project consists of the replacement of approximately 4000-Feet of existing enclosed drainage system along Buckley Road (CR 48) in the Town of Salina. The existing pipes and drainage structures will be removed and replaced at the same location and elevation. Additional work includes the removal of deteriorated concrete gutters, asphalt paving, and site restoration.

A Minority Business Enterprise (MBE) utilization goal of 18% and a Women Business Enterprise (WBE) utilization goal of 12% have been established for the project.

- 1) MBE Utilization Goal of 18%.
- 2) WBE Utilization Goal of 12%.

Bidders are encouraged to attend a Pre-Bid Conference at 10:00 AM on Thursday, March 6, 2025 at the offices of Onondaga County DOT, 6230 East Molloy Road, East Syracuse, NY 13057. After this meeting, any and all final questions shall be submitted by email no later than Wednesday, March 12, 2025, to Mark Schaub (MarkSchaub@ongov.net).

The Division of Purchase is available for consultation with prime contractors and their designated points of contact regarding the requirements for the development of M/WBE Utilization and Workforce Participation programs. More information on this program can be obtained from:

Herman Howard
Contract Compliance Officer
Onondaga County Division of Purchase
421 Montgomery Street 13th Floor Civic Center
Syracuse, NY 13202
Phone: (315) 435-8462
Fax: (315) 435-3424
HermanHoward@ongov.net

All work shall be completed by September 30, 2025.

A hardcopy of the contract documents may be examined at no expense at the Onondaga County DOT offices located at: 6230 East Molloy Road, East Syracuse, New York 13057, by appointment only; contact Mark Schaub by telephone at 315.435.3176, or by email at: MarkSchaub@ongov.net.

Contract documents may also be obtained electronically from by providing a valid email address to Mark Schaub (MarkSchaub@ongov.net). All prospective bidders are required to register with Mark Schaub to ensure receipt of any addenda.

The minimum wages to be paid to laborers and mechanics are included in wage schedules that are set out in the bid proposal.

Public Work Contractor and Subcontractor Registry. Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#). For more information, please visit the New York State Department of Labor website: <https://dol.ny.gov/contractor-and-subcontractor-landing>

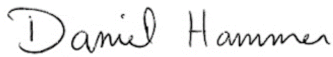
Special attention of bidders is called to Section 102 “Bidding Requirements and Conditions” in the current New York State Standard Specifications, and “Additional Information for Bidders” located in the bid proposal. Upon award of the contract to the low bidder, a 100% Performance Bond shall be required.

The proposal must be submitted in a separate sealed envelope with the name and number of the contract and bid reference number plainly endorsed on the outside of the envelope. The proposal must be accompanied by cash, certified check or bid bond payable to the order of the “**County of Onondaga**” in an amount not less than **five (5%) percent** of the GROSS SUM BID FOR THE COMPLETE PROJECT ONLY.

The retention and disposal of the bid deposit, the execution of the Contract and Bond, shall conform to the provisions of the Highway Law, as set forth in the “Bidding Requirements and Conditions”.

The right is reserved to waive any informalities in the bid and to reject any or all bids.

ONONDAGA COUNTY, NEW YORK

DocuSigned by:

By: 57E9E966235047B...
Mr. Daniel Hammer
Purchasing Director

DATE: February 27, 2025

“New Requirement”

Public Work Contractor and Subcontractor Registry

Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#).

<https://dol.ny.gov/contractor-and-subcontractor-landing>

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The new law only applies to work that goes out to bid or commences after 12/30/2024. If you have already started work on the project before 12/30 you do not need to register. But if a prime contractor commenced work before 12/30, and their sub-contractors start work after 12/30, the sub-contractors need to register.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

Electronic Certified Payroll Submissions in 2025

There is a new subsection 220-j in Article 8, which will require the Department of Labor to develop a publicly accessible online database of electronic certified payroll records, which will be available no later than **December 31, 2025**.

All submissions of certified payroll records will be collected electronically through this forthcoming database, starting when the system is completed in 2025.

Please watch the NYS Department of Labor website for additional information.

INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind in the matter. A corporate resolution setting forth such authority to sign must accompany the bid.
2. Advertised bids are publicly read at 2:00 o'clock P.M. in the Office of the Onondaga County Purchasing Director, 421 Montgomery Street, Syracuse, New York 13202, on the day bids are scheduled to be received.
3. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
4. Bidders are requested to submit the completed proposal form(s) in a sealed envelope. Envelopes should be sealed when submitted, with information requested on face of envelope furnished in detail.
5. Separate proposals must be submitted on each reference number.
6. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
7. Unless otherwise stated, bidders may submit proposals on any one or group of items, provided, however, that the unit prices are shown as requested.
8. References in the specifications or descriptions of the materials, supplies or services required, to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies or nature of the work desired.

They should not be construed as excluding proposals on other types of materials and supplies or for performing the work in a manner other than specified, providing, however, that the materials and supplies and the manner of performing the work offered are of equal quality to that specified and equally adaptable to the County for its purposes. However, the bidder's attention is called to General Condition six (6) as shown above, which condition must be strictly adhered to.
9. Proposals should be mailed or delivered to Onondaga County Purchasing Director, 421 Montgomery Street, 13th Floor, Syracuse, New York 13202.

INSTRUCTIONS TO BIDDERS

10. Special conditions included in this inquiry shall take precedence over any conditions listed under “General Conditions”, or “General Specifications”.
11. Proposals lacking the required bid security and/or lacking signed **Non-Collusive Bidding Certificate** and/or **Proposal For Bid**, will be declared “informal”. “Informal” proposals will not be read aloud and will not be considered for award of contract.
12. The Owner may reject any Bid not prepared and submitted in accordance with the provisions hereof. The Owner may waive informalities in or reject any or all Bids. Bids which do not contain a price for every numbered item contained in the Bid form will not be accepted.

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

13. No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to:

Mark Schaub
Onondaga County D.O.T.
6230 East Molloy Road
East Syracuse, NY 13057
(315) 435-5744 (FAX)
MarkSchaub@ongov.net (EMAIL)

and to be given consideration must be received by the Engineer at least 10 days prior to the date set for the opening of Bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent by certified mail to all holders of Contract Documents at the addresses furnished therefore, at least five business days prior to the date of the opening of Bids. Facsimile (“fax”) communication may be issued in advance of any written Addendum or Addenda without diminishing any part of this Section.

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

ADDITIONAL INFORMATION TO BIDDERS

LOCATION OF WORK: This project is located on Buckley Road (CR 48), between Old Liverpool Road (CR 137) and Seventh North Street (CR45) in the Town of Salina.

SCOPE OF WORK – COMPLETE PROJECT: This is a locally funded drainage replacement project. This project consists of the replacement of approximately 4000-Feet of existing enclosed drainage system. The existing pipes and drainage structures will be removed and replaced at the same location and elevation. Additional work includes the removal of deteriorated concrete gutters, asphalt paving, and site restoration. The highway will remain open by utilizing a one-lane, two-way traffic control plan to maintain traffic during construction.

COMMENCEMENT AND COMPLETION: Upon execution and delivery of the contract, and the delivery of the required performance bond and insurance certificates and policies, by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work of the contract. The work of the contract shall be commenced within ten (10) days following such notification.

The Contractor shall notify the Engineer, in writing, of his intention to enter upon the site of the work at least five (5) days in advance of such entrance.

All work for this contract shall be performed and entirely completed by September 30, 2025.

LIQUIDATED DAMAGES: Consequences for failure to complete on time are detailed in the "New York State Department of Transportation Standard Specifications", Section 108-03.

PROPOSAL SHALL SPECIFY GROSS SUM: Each proposal shall specify the correct gross sum in the manner hereinafter described for which the work will be performed according to the plans and specifications and any amendment to the specifications if the same are issued prior to the date of receipt of the proposal, together with a unit price for each of the separate items as called for. Each bid shall be arrived at by the correct computation of the estimated quantities for the items specified in the proposal multiplied by the unit prices stated in the proposal.

ADDITIONAL INFORMATION TO BIDDERS

Arithmetic errors shall be corrected by the Commissioner to determine a mathematically correct gross sum bid.

The lowest bid shall be determined by the Commissioner on the basis of the gross sum.

Bidders are hereby advised that the Department may exercise its rights to reject the complete proposal if said bids received exceed the Engineer's estimate.

Any proposal shall be deemed informal which does not contain prices set opposite each of the items for which there is a quantity exhibited in the itemized proposal or which shall in any manner fail to conform to the conditions of the published notice inviting proposals. The unit prices and gross sum bid shall be indicated in words and figures. In case the amount shown in words and its equivalent in figures do not agree, the written words may, in the discretion of the Commissioner of Transportation, be considered binding. The bidder's attention is directed to the fact that he cannot exceed three (3) decimal positions in the cents column under unit bid price.

INSURANCE PROVISIONS: Contractor's Insurance requirements for Liability Insurance as indicated in the current New York State Department of Transportation Standard Specifications (US Customary Units), and as amended, Section 107-06, are modified as indicated herewith. The Contractor and each subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the contract whether performed by the Contractor or by subcontractors. The Contractor shall deliver to the County's Department of Law, before this contract may be made or performed and from time to time thereafter as is reasonable, both a form certificate of insurance approved for use by New York's Superintendent of Insurance and copies of the declarations of each insurance contract referred to by such certificate of insurance, as evidence that the insurance coverage required for this contract is maintained by Contractor. At the request of the County, Contractor shall deliver to the County's Department of Law a copy of any insurance contract referred to by such certificate of insurance. The policies shall provide that said policies shall not be changed or canceled until thirty (30) days after written notice by Certified Mail to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations, (X C U hazards). The County of Onondaga and New York State Department of Transportation shall be named as an additional insured, under all policies.

- A. LIABILITY AND PROPERTY DAMAGE INSURANCE: Unless otherwise specifically required, each policy shall have not less than \$2,000,000 combined single limit for bodily injury and property damage (occurrence basis) for all damages arising during the policy period, and providing insurance coverage for the acts and omissions of both the Contractor and Owner as provided by the Hold Harmless Clause listed below and shall include but not be limited to the following types of insurance:

ADDITIONAL INFORMATION TO BIDDERS

1. Contractor's Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work performed by him under the contract.
 2. Contractor's Protective Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work under the contract performed for the Contractor by subcontractors.
 3. Owners Protective Liability Insurance issued to and providing coverage to the Owner for all liability for damages imposed by law upon the Owner with respect to all operations under the contract by the Contractor or by his subcontractors, including omissions and supervisory acts of the Owner.
 4. Products and Completed Operations Liability Insurance issued to and providing coverage to the contractor for liability for damages imposed by law upon the contractor and each subcontractor arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.
 5. Broadform Contractual Liability Insurance covering the Contractor's contractual assumption of liability of the Owner's and Engineer's Negligence with respect to all work performed by the Contractor, its employees or agents under the contract. The Owner and The Engineer are to be named as an additional insured on said policy.
- B. AUTOMOBILE INSURANCE: Automobile Liability and Property Damage Insurance covering all claims against the Contractor, each subcontractor, and the Owner as a result of work under the contract, shall be provided by the Contractor in the amount of not less than \$1,000,000 combined Single Limit for Bodily Injury and Property Damage on an Occurrence Basis. This policy will cover all Owner, Non-owned and Hire vehicles.
- C. EXCESS LIABILITY: Umbrella coverage excess over all General Liability and Automobile, and following the primary policy coverages, will be provided by the Contractor and Subcontractors with limits of at least \$5,000,000 for the term so stated in this contract.
- D. HOLD HARMLESS CLAUSE: The following indemnification agreement shall be a provision of this contract and shall be endorsed on the reverse sides of all certificates of insurance:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and any person for whose acts or omissions Owner is legally responsible (Owner's Person) against and from:

ADDITIONAL INFORMATION TO BIDDERS

any claim that Owner or Owner's Person is legally liable for damages arising from injury to person or property which occurred during the performance of Agreement or in connection with or collateral to Agreement and was caused in whole or in part by the culpable conduct of Contractor or any person for whose acts or omissions Contractor is legally responsible (Contractor's Person) or Subcontractor or any person for whose acts or omissions Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by Owner in Owner's defending Owner or Owner's Person against or incident to any claim that Owner or Owner's Person is legally liable for damages arising from injury to person or property which occurred during the performance of Agreement or in connection with or collateral to Agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Subcontractor or Subcontractor's Person; and

any damages for which Owner or Owner's Person is legally liable arising from injury to person or property which occurred during the performance of Agreement or in connection with or collateral to Agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Subcontractor or Subcontractor's Person.

CONTRACTS BONDS: Upon execution of the Contract, the successful bidder must deliver to the County of Onondaga three (3) copies of the bonds required under Section 103-03 of the New York State Department of Transportation Standard Specifications.

The County of Onondaga reserves the right to make any additions to, omissions from, or changes in the work or material called for by the drawings and specifications and contract, without notice to the surety on the bond given to secure satisfactory compliance with the terms of the Contract. Attorneys in fact who sign contract performance bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

Cash or a certified check made payable to the County in the full amount of the gross bid price will be acceptable in lieu of a bond of a surety company. This cash or check shall serve as a performance bond to guarantee that the provisions of the bid according to the instructions to bidders, bid and specifications are complied with, and the Contractor hereby agrees that in default of such performance, the cash or certified check, or such portion thereof, as is required to satisfactorily complete the work accompanying this bid and contract, shall be forfeited and become the property of the County.

ADDITIONAL SECURITY: If at any time the County shall be or become dissatisfied with any surety or sureties then upon the Performance bond, or if for any reason such bond shall cease to be adequate security to the County, the Contractor shall within five (5) days after notice from the County so to do, substitute an acceptable bond in such form and sum and signed by such other

ADDITIONAL INFORMATION TO BIDDERS

sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified.

DEPOSIT: Each bid must be accompanied by cash, certified check of the bidder, or bid bond, in an amount not less than five (5) percent of the amount of the complete bid. Such cash or check will be returned only in form of checks issued by the County of Onondaga. Deposits for all bidders but the three lowest will be returned upon request within eighteen (18) days after the date of the bid opening. Bid bonds will be acceptable in lieu of cash or certified check. The three lowest formal bidders will receive checks in the amount of their bid security fifteen (15) days after the accepted bidder and the County have executed the Contract. Bid bonds will be acceptable in lieu of cash or certified check. The County reserves the right to deposit the certified checks in a bank pending the final disposition of the same. No interest will be authorized for any such deposits.

QUALIFICATIONS OF BIDDERS: In addition to the financial qualifications, the bidder shall, on request, be required to prove to the satisfaction of the County that he, his Superintendent, and his proposed principal subcontractors have successfully completed contracts or subcontracts for work which demonstrates a good working knowledge of NYSDOT specifications, as related to and in the performance of, highway and/or bridge construction projects of similar technical nature and comparable scope and further that the work proposed to be assigned to each is in the field of operations in which he is customarily engaged.

For each project the term “Principal Subcontractors” shall be as determined by the County. Persons or firms submitted bids and their principal subcontractors shall be engaged in the lines of work required in this specification and shall be able to refer to work of a similar character performed by them.

Before award of the aforesaid contract, the bidder shall present satisfactory evidence of experience, ability and financial standing of his firm and of his principal subcontractors.

The County may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such additional information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the County that such bidder is properly qualified under this section, and to carry out the obligations of the contract, and to complete the work contemplated therein. The decision of the County is final. Conditional bids will not be accepted.

QUALIFICATIONS OF LOWEST BIDDER: Immediately following the canvass of bids, the lowest bidder will be required to furnish the County a statement as to his qualifications and experience as described in the preceding section and an executed statement of surety’s intent.

ADDITIONAL INFORMATION TO BIDDERS

SUBCONTRACTORS: Before award of contract and within eight (8) days of receipt of bids, the Contractor shall submit a written statement to the County giving the names and addresses of his proposed principal subcontractors. Such statements shall contain a description of the features of work which the proposed subcontractors are to perform and shall be accompanied by satisfactory evidence that the proposed subcontractors have the necessary facilities, skills, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents. No part of the Contract shall be sublet until the Contractor has obtained the County's written consent to the proposed subcontractor.

It is understood and agreed that such subcontracting shall not directly or indirectly release or modify the responsibility of the Contractor for the satisfactory and entire completion of the work under this Contract and each and every part and portion thereof and that the County shall not be liable to any subcontractor for any lien of structures to be built hereunder or claim on moneys due to Contractor or any other lien, claim or damages whatsoever, and that no contractual obligation is created between the County and the subcontractor.

In case any subcontractor shall disregard the direction of the Engineer or shall refuse in any way to conform to any of the conditions of this contract, then upon written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under this contract.

Any defective work done by any subcontractor shall be removed and replaced with work which is satisfactory to the Engineer and without cost to the County.

PAYMENT BY CONTRACTORS TO SUBCONTRACTORS: The provisions of Section 106-b of the General Municipal Law as amended, are hereby made part of these specifications and any contract entered into pursuant thereto, with the following exceptions:

In the event that the terms of payment on a public works project as provided in this section are preempted or superseded as a result of the provisions of any federal statute, regulation or rule applicable to the project, the terms of this section shall not apply.

SUBSTANTIAL COMPLETION: The provisions of Section 106-b of the General Municipal Law as amended August 7, 1979 as hereinafter set forth, are hereby made part of these specifications and any contract entered into pursuant thereto.

In the event that the terms of payment on a public works project, as provided in this section, are preempted or superseded as a result of the provisions of any federal statute regulation or rule applicable to the project, the terms of this section shall not apply.

SPECIFICATIONS FOR THIS CONTRACT: The Specifications covering work on this contract are the special specifications found in this proposal, the "New York State Department of Transportation Standard Specifications (US Customary Units)", and any addition, any Engineering Instructions or Engineering Bulletins referenced within the contract documents.

ADDITIONAL INFORMATION TO BIDDERS

The specifications, plans, and contract documents of the County of Onondaga shall govern over those of other agencies but where the method of work, requirement of materials, and method of payment are not included in the contract documents of the County of Onondaga, the “New York State Department of Transportation Standard Specifications (US Customary Units)” shall apply.

As a guide to the Contractor, specification item numbers beginning with the letter “C” designation are unique to Onondaga County and shall take precedence over similar New York State Department of Transportation specifications. These are considered “Special Specifications” which are included at the end of this document, and are also made part of the Contract Documents.

State Specifications not included within the "New York State Department of Transportation Standard Specifications (US Customary Units)" that have been included in this contract are also considered “Special Specifications”, which are included at the end of this document, and are also made part of the Contract Documents.

MBE/WBE AND MINORITY WORKFORCE REQUIREMENTS

INFORMATION FOR BIDDERS

SECTION 3 -- ONONDAGA COUNTY MBE/WBE AND MINORITY WORKFORCE REQUIREMENTS

ONONDAGA COUNTY MBE/WBE UTILIZATION AND MINORITY WORKFORCE OVERVIEW

Onondaga County fosters opportunities for utilizing firms certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) (collectively "MWBE") in the performance of all projects funded by Onondaga County or eligible to receive grant funding from New York State or the Federal government.

Further, Onondaga County promotes a diverse workforce among its vendors, including employees of all contractors and subcontractors, providing additional opportunities for MWBE participation in contracts.

The following goals for MWBE Utilization and Workforce Participation (EEO) have been established for this project:

MWBE Utilization Goal (as a minimum % of total \$ value of work):

18% MBE

12% WBE

30% Combined MBE/WBE

Minority/Women Workforce Participation Goal (as a % of total workforce hours) 18% Minority

12% Women

30% Combined Minority/Women Workforce

The Office of Diversity and Inclusion maintains a listing of MWBE firms and also provides advice and assistance to bidders and potential bidders seeking contracts with Onondaga County. Questions or concerns related to such programs should be directed to:

Herman Howard
Contract Compliance Officer Diversity and Inclusion
421 Montgomery Street
15th Floor Civic Center Syracuse, NY 13202
Phone: (315) 435-3565
Fax: (315) 435-3424
hermanhoward@ongov.net

Bid Submission:

Bidders are required to submit with their bid the MWBE and EEO Utilization Plan, attached hereto and incorporated herein as Attachment A, to document how they will achieve the above goals. The MWBE and EEO Utilization Plan (Attachment A) must be submitted at the time of bid. The MWBE and EEO Utilization Plan shall provide details regarding your firm's good faith plan to achieve the County's stated goals. Failure to submit the MWBE and EEO Utilization Plan may render the bid non-responsive and the bid could be disqualified.

The Onondaga County Office of Diversity and Inclusion is available for consultation with prime contractors and their designated points of contact regarding the requirements for the development of MWBE and EEO Utilization Plan.

Plan Review and Award:

No contract will be awarded until and unless the bidder demonstrates a plan likely to result in the bidder having a program aimed at meeting the percentage MWBE goals, with such plan approved by the County upon a determination that such plan is appropriate and showing that the goals are reasonably capable of being met. Once the contract is awarded, the successful bidder is contractually bound to the provisions of this section regarding MWBE Utilization and Workforce Participation (EEO). The County may reject any bid submittal as incomplete or nonresponsive in the event that a bidder fails to submit an approvable plan.

After a contract is awarded, the plan will be implemented in accordance with the Rules and Regulations of the Division of Purchase. The approved plan will become part of the final contract.

Implementation of Plan:

Failure to comply with either the MWBE and EEO Utilization Plan or the Rules and Regulations of the Division of Purchase shall be considered a material breach of the resulting contract. The County retains all rights, at law or in equity, to seek any and all remedies or recovery to which the County may be entitled. Further, the County shall have the right, in its discretion, to terminate the contract immediately. In such event of termination, you, as the contractor, shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

Further, such failure to comply with either the MWBE and EEO Utilization Plan or the Rules and Regulations may render your firm as irresponsible, affecting eligibility for future contracts and work with the County.

Upon contract signing, the contractor will be required to submit copies of executed contracts and purchase orders with MBE/WBE firms within 30 days of contract execution. The MWBE Monthly Utilization Report (MWBE Monthly Report), the Monthly Employment Utilization Report, certified payroll (every two (2) weeks via LCPtracker) and copies of canceled checks issued to M/WBE subcontractors and suppliers must be submitted with the MWBE Monthly Report and the monthly application for payments. Failure to submit the required forms could result in delays in processing payments. Please contact the compliance unit with any questions at 315-435-3565

Documenting Compliance with the MWBE and EEO Utilization Plan:

During the term of the contract, the contractor must submit the following to the Contract Compliance Officer with copies to the Construction Project Manager on a monthly basis (unless otherwise noted):

- MWBE Monthly Report-- due monthly with each payment request.
- MBE/WBE Canceled Checks (previous month) -- due monthly with each payment request.
- Signed Contracts/Purchase Orders with MBE/WBE Firms -- 30 days after contract signing.

Contractors (and subcontractors) are required to electronically submit certified payrolls and supporting workforce documentation using LCPtracker (<https://www.lcptracker.com/>). B2Gnow (ongov.diversitysoftware.com) is the supplier diversity management system for monitoring business utilization. These are free, secure, web-based compliance programs that include training and support. Various programs for payroll and accounting are capable of interfacing with these programs for upload of data.

By submitting a bid, you agree to be bound by the MWBE Utilization and Workforce Participation (EEO) reporting requirements stated herein.

All such required forms listed above within this Section are incorporated within and made a part of this Agreement and are available at the Onondaga County Division of Purchase website (ongov.net/purchase), where such may be updated and revised from time to time.

Notes on MWBE Utilization:

MWBE/WBE Certification: In administering the goals set forth above, the County requires utilization of certified MWBEs. Such certification shall be through the New York State Statewide Certification Program. Firms currently seeking certification (having a pending application on file with the Empire State Development Corporation) may be considered pending a satisfactory desk review of such application by the County. Lists of certified MWBE firms shall be made available at the County's offices. The County of Onondaga does not certify firms. Certification by other agencies or governments will not be acceptable for compliance with the County of Onondaga's MWBE program.

Subcontractors: The goals established for this project can be achieved by MWBE participation as subcontractors, lower tier subcontractors, or suppliers subject to the conditions as noted below; provided the MWBE firm provides a commercially useful function as defined herein.

Supply Policy: Suppliers shall receive 60 percent (60%) credit if they only provide supplies, and do not manufacture or fabricate them. A "supplier" is a business that distributes materials or equipment, and which provides a commercially useful function when such activity is traditional in the industry producing the material or equipment that is supplied.

Notification of MWBEs by County of Onondaga: You are advised that the County Contract Compliance Officer has provided potentially interested local MWBEs with a copy of the notice to contractors published for this contract, together with a supplementary information form describing the project and its major components in more detail. Therefore, local potentially interested MWBEs are aware that bids for this contract are being solicited.

You are advised that notification of potentially interested MWBEs by the County of Onondaga does not constitute as verification of the respective certification status of such firms. Although the County of Onondaga reasonably attempts to maintain updated lists, you remain responsible to check the status of each potentially interested MWBEs under the Statewide Certification Program.

Contact Empire State Development, Division of Minority and Women Business Development (518) 292-5250 (Albany) or (212) 803-2414 (New York City) to confirm current State Certification status and/or visit www.esd.ny.gov/MWBE.html.

Pre-Bid Meeting: A meeting will be scheduled prior to the bid opening to discuss the project and review contract requirements with all prospective bidders. This review will describe the County's bid procedures including requirements pertaining to the MWBE program and minority and women workforce participation.

Bidder's Responsibilities/Good Faith Effort: You are responsible to follow the procedures and requirements contained in this section of the solicitation. Further, you are responsible for segmenting portions of the contract for award to qualified bona fide MWBE contractors and vendors as necessary in order to achieve the M/WBE utilization goal stated above.

In soliciting proposals from MWBEs for participation on this contract, you are responsible, as part of the good faith effort toward achieving the MWBE utilization goal, to insure that MWBE firms have been given every opportunity to submit timely and competitive proposals. The aforementioned can be achieved by the following actions.

- Making plans and specifications available to prospective MWBEs in sufficient time to allow appropriate review for the purpose of submitting a responsible proposal.
- Utilizing the qualified MWBEs on the list of certified firms maintained by the County Division of Purchase and/or the Empire State Development agency for the purpose of soliciting bids for sub-contracts.
- Maintaining records, including detailed telephone logs, detailing the efforts made to involve MWBEs, including the names and addresses of MWBEs that were contacted, and if not selected, reasons for such decisions.
- Making contact with minority and women subcontractors through newspaper ads in minority owned and traditional newspapers, letters to minority and women contracting associations, and letters to minority and women subcontractors (certified, return receipt requested).

If you demonstrate the conduct of good faith efforts toward achieving the MWBE utilization goal, but you were unable to achieve such goals, the County may, at its sole discretion, proceed to award a contract.

Demonstration of your good faith efforts shall include submission of a copy of the bidder's original worksheet for subcontractor bids received prior to the bid date for the contract which stipulates company, date, proposed bid amount, work to be performed, and submitting officer for the subcontracting company.

Further, you should show attempts to solicit proposals from all MWBEs in the Central New York area available to do the work. MWBE firms shall be given the same specifications and conditions for such work as non MWBE firms. You should utilize negotiation to reach an acceptable price. A declaration that MWBEs did not provide competitive pricing without attempts at negotiation shall not be considered good faith efforts toward achieving the MWBE utilization goals.

If you fail to meet the MWBE goal by using your firm's usual practices, you should modify solicitation and price negotiation procedures and/or implement negotiating procedures recommended by the County's Contract Compliance Office.

In compiling your bid, it remains your responsibility to insure the MWBE firms to be utilized on this contract are capable of satisfactorily performing the subcontracted work and of complying with all applicable provisions of the contract documents.

You will be expected to provide all support, assistance and supervision necessary to assure satisfactory performance of MWBE's work and completion of the project in accordance with the contract documents.

In the event the bidder intends to utilize an MWBE inexperienced in the type of work to be subcontracted to it, the bidder shall notify the County Contract Compliance Officer in order to secure his/her prior approval.

If you have reason to believe that the price quoted by an MWBE is deficient in some manner, you shall not knowingly enter into a subcontract for work. Such deficiencies could arise from estimates of the cost of material, cost of labor, insurance and minimum margin of profit on this project.

You are responsible for proposing and utilizing MWBE firms for a commercially useful function on the project.

Commercially Useful Function: The MWBE program is intended to increase the utilization of MWBEs on construction projects and to provide an opportunity for such firms (whether new or existing) to develop experience and business acumen. "Sham" or "brokering" operations are not permitted. No credit will be given for an MBE or WBE acting merely as a passive conduit of funds to a non-MWBE.

To this end, MWBE firms utilized in compliance with this program must provide a "commercially useful function" on the project, where such is defined as providing goods and/or services which make a tangible contribution to the completion of the project in a manner consistent with the standard business and construction industry practices and which involves or requires substantial responsibility on the part of the provider of the goods or services.

The County Contract Compliance Officer will evaluate the performance of the conditions under which MWBEs are providing a commercially useful function. This evaluation will be based upon on-site observations and documentation which shall be submitted by the MWBE and/or the contractor, as requested by the Contract Compliance Officer.

Among the factors to be evaluated are that the MWBE made the necessary administrative and technical preparations to provide the indicated goods or services, and possess the technical, administrative, managerial and supervisory capability and the resources to provide the indicated goods or services, including necessary labor, material and equipment, or the means of obtaining same in accordance with standard industry practices. The determination of commercially useful function will also include an evaluation of the MWBE's independence and responsibility for satisfactorily and successfully providing the indicated goods or services and whether or not the MWBE will gain meaningful experience in the course of providing the indicated goods and services.

Post Bid Meeting: A post bid meeting may be scheduled by the Construction Project Manager a few days after the bid opening date to review bid and contract requirements with the apparent low bidder. If you are selected as such bidder, you should be prepared to discuss the MWBE Utilization Plan submitted with the bid at this meeting. **After this meeting, in the event that any deficiencies are noted within your submitted MWBE and EEO Utilization Plan, you will have seven (7) days from the date of the Letter of Intent to submit a corrected MBE/WBE Utilization Plan, together with such other materials deemed necessary by the Contract Compliance Officer.**

Each of the MWBE firms listed on the MWBE and EEO Utilization Plan form will be contacted by the Contract Compliance Officer to verify that such firms are aware of their intended utilization on the contract, for the indicated work, for the indicated amount, and to ascertain that the MBE/WBE will be performing a commercially useful function on the project.

Any proposed changes must have the prior approval of the County Contract Compliance Officer. An amended Utilization Plan shall be prepared by the Contractor and submitted to the County Contract Compliance Officer upon County approval of any proposed changes.

Contract Compliance: You shall designate an officer or principal within your firm to keep the company informed of all County and State requirements pertaining to the MWBE program and to compile, maintain, and submit all required documentation.

As soon as possible after contract execution, you shall submit to the County Contract Compliance Officer one (1) fully executed copy of each subcontract and/or purchase order involving an MWBE. These documents shall clearly indicate the nature and scope of work to be performed by the MWBE, designate the respective responsibilities of your firm and each M/WBE for providing the labor, equipment and materials, establish the amounts to be paid and retained, the schedule or method of payments, establish actual or

projected starting and completion dates for the MWBE's work, and clearly state any and all other forms and conditions agreed to by the contractor and MWBE necessary for the proper conduct of business.

Such submitted subcontract information shall obtain all agreements, both verbal and written, between your firm and the MWBE, and no other agreement shall exist, either expressed or implied, between the parties. The County's Contract Compliance Officer shall be informed in writing, with the appropriate supporting documentation, of any changes, additions and/or deletions to the executed MBE/WBE subcontracts.

The contractor will be required to submit to the Contract Compliance Officer, on a monthly basis, the minority and women business enterprise utilization report form supplying all the information requested thereon.

The County reserves the right to re-evaluate the utilization of MWBEs during the course of the project to ascertain that the MWBE's status and conditions of utilization on the contract remain as originally presented.

Promoting Diversity in the Workforce (EEO):

Minority and Women Workforce Goal. The County requires its contractors and their subcontractors to promote a diverse workforce, increasing opportunities for "minority/female workforce participation," where such term shall mean the aggregate number of person hours worked by minorities/females (including supervisory personnel) with respect to any work in connection with this agreement.

For purposes of this goal, "Minority" shall mean:

1. Black persons having origins in any of the Black African racial groups not of Hispanic Origin;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
3. Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
4. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The minority/female workforce participation percentages shall be determined by dividing the minority/female workforce participation by the "total workforce participation," where such term shall mean the aggregate number of person hours worked (including training) by all workers in the building trades (including supervisory personnel) performing work pursuant to this contract.

The specific goal for each skilled and unskilled building trade shall be no less than eighteen percent (18%) minority and no less than twelve percent (12%) female, and in any event, no less than thirty percent (30%).

Bidder Responsibilities: You should review the workforce requirements of this project and be prepared to demonstrate an intent to comply with this requirement.

The County's Contract Compliance Office shall review the anticipated workforce participation within your firm, as documented by your submissions, and determine whether your bid is responsive to the goals of this project.

The Workforce Participation Plan shall indicate what positions will be allocated to minorities and females in compliance with the percentage goals of this contract. This Form shall be submitted prior to or no later than the date indicated on the Letter of Intent. The County may, at its sole discretion, waive this requirement in whole or in part if, after evaluation of the contract, it is found to be not conducive to providing employment opportunities to the extent required. Contractors may seek consideration of a reduction in the goal after all reporting requirement have been satisfied.

Non-Discrimination Requirements:

The Contractor shall include all of the following paragraphs (1) through (5) with respect to the performance of its agreement with the County ("Owner" for purposes of this subsection) in every subcontract it enters into for labor, services, supplies or equipment in such a manner that such provisions shall be binding upon all parties with whom such agreements are entered into:

1. Contractor shall not discriminate against an employee; or applicants for employment because of race, creed, color, national origin, ancestry, sex, age, disability, or marital status and shall undertake programs of affirmative action to ensure that such employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, rates of pay or other form of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. If the Contractor is directed by the Owner or State Agency, contractor shall request each employment agency, labor union and authorized representation of workers with which it has a collective bargaining or other agreement or understanding, to furnish it with a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, ancestry, sex, age, disability or marital status and that such union or representatives shall affirmatively cooperate in the implementation of contractor's obligation hereunder.
3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall be afforded equal opportunity without discrimination because of race, creed, color, national origin, ancestry, sex, age, disability or marital status.
4. Contractor shall comply with the provisions of the Civil Rights Law of the State, as outlined in Article 15A and Section 291-299 of the Executive Law of New York State. Chapter 198, Laws of New York State, Executive Order was 11246, 11375, 11114, 11925 and Chapter I, of Title 40CFR part 8; shall furnish all information and reports deemed necessary by the Owner and New York State Agency; and shall permit access to its books, records, and accounts by the Owner and New York State Agency; and shall permit access to its books, records, and accounts by the Owner and New York State Agency having jurisdiction on this project for the purpose of monitoring compliance with these nondiscrimination clauses, Civil Rights Law and such sections of the Executive Law.
5. Contractor shall take such action in enforcing the foregoing provisions as the Owner and/or State Agency may direct, including sanctions and remedies for non-compliance. If Contractor becomes involved in or is threatened with litigation with any party as a result of such direction, contractor shall promptly notify the Owner and New York State Agency which has jurisdiction of such fact and, thereafter, such parties may interface in such action.

Non-compliance -- Enforcement and Remedies:

Failure to substantially comply with the MWBE and EEO Utilization Plan, the MWBE Workforce Participation (EEO) Goals, or the Rules and Regulations of the Division of Purchase shall be considered a material breach of the resulting contract. The County retains all rights, at law or in equity, to seek any and all remedies or recovery to which the County may be entitled. Further, the County shall have the right, in its discretion, to terminate the contract immediately. In such event of termination, you, as the contractor, shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

Further, such failure may render your firm as irresponsible, affecting eligibility for future contracts and work with the County.

Such remedies may include the County's withholding amounts of payments for work completed and/or materials otherwise due to the contractor (in whole or in part, depending on the nature and level of the deficiency), until such time as your firm demonstrates to the satisfaction of the County's Contract Compliance Officer compliance with the MWBE provisions contained herein. If, in the opinion of the County's Contract Compliance Officer, your firm is failing to make timely and satisfactory progress toward resolving MWBE noncompliance, the County may direct that work on the contract be stopped so that opportunities for additional MWBE utilization will not be exhausted.

Waiver of Claims:

Upon submitting a bid in response to this solicitation, you waive any and all claims for damages or extra costs or unrealized or lost revenue or profit or interest on monies withheld arising out of the County's MWBE program.

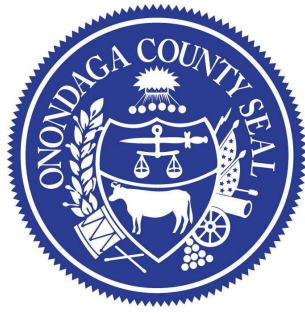
Contractor Obligations:

In addition to the foregoing, you are specifically advised of the following obligations:

You are made aware that this work may be funded through grants, including, without limitation, those made through the NYSDEC Clean Water/Clean Air Bond Act; USEPA State, Tribal and Government (STAG) grant; U.S. Army Corps of Engineers; Empire State Development Corporation, and Dormitory Authority State of New York. Further, the County may arrange financing through government agencies, including, without limitation, the NYSEFC State Revolving Loan Fund. All contractors shall be responsible for cooperating with the County to reach compliance with all applicable requirements under such grants regarding utilization of minority and women business enterprises and equal employment opportunities by promoting diversity within the workforce. In the event that you do not cooperate, you are advised that the County may elect to pursue reimbursement from you in connection with costs and damages actually incurred by the County from the granting agency as a result of such non-cooperation, including, without limitation, fees, fines, penalties, and return of grant funds.

Contractors are advised that if you are either a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE), performing on County projects as a prime contractor, you will be credited for your certification only and only required to solicit subcontractors to fulfill the other MBE or WBE goals in connection with work awarded through this solicitation.

Contractors are advised that you are responsible for compliance with the MWBE Utilization and Workforce Participation (EEO) goals. In the event that a local union either fails, or is unable, to refer qualified minority and female applicants in percentages equaling the goals as set forth herein, the Contractor may employ qualified minority or female applicants from any other available source.



Onondaga County Division of Purchase MWBE & EEO Utilization Plan

Table of Contents

Section I: Vendor Information	2
Section II: Projected MWBE Summary	2
Section III: Projected EEO Summary	2
Section IV: MWBE Subcontractor Information	3
Section V: EEO Summary by Title	4
Section VI: Signed Letter of Intent	5

MWBE & EEO Utilization Plan

Instructions: Prime Contractor must entirely complete **Sections I - VI**. This form **MUST** be included with the bid package.

Section I: Vendor Information			
Prime Contractor Name:			
Address:	City:	State:	Zip Code:
Authorized Representative Name (Print):		Title:	
Bid Number:	Bid Description:		
Section II: Projected MWBE Summary			
	%	Amount (\$)	
1. Total Dollar Value of the Prime Contract	100		
2. MBE Goal Applied to the Contract			
3. WBE Goal Applied to the Contract			
4. MBE/WBE Combined Totals			
Section III: Projected EEO Summary			
	%	# of Employees	Work Hours
1. Total # of Employees/Work Hours	100		
2. Total Goal for Minority Employees			
3. Total Goal for Female Employees			
4. EEO Workforce Combined Totals			

Section IV: MWBE Subcontractor Information

Section IV: MWBE Subcontractor Information					
MWBE Subcontractor Name:			Address:		
City:	State:	Telephone:			
Email:		Zip Code:	<input type="checkbox"/>	MBE or	<input type="checkbox"/> WBE
Description of Work:					
Project Contract Amount: \$		Estimated Project Start Date:		Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly	
MWBE Subcontractor Name:			Address:		
City:	State:	Telephone:			
Email:		Zip Code:	<input type="checkbox"/>	MBE or	<input type="checkbox"/> WBE
Description of Work:					
Project Contract Amount: \$		Estimated Project Start Date:		Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly	
MWBE Subcontractor Name:			Address:		
City:	State:	Telephone:			
Email:		Zip Code:	<input checked="" type="checkbox"/>	MBE or	<input checked="" type="checkbox"/> WBE
Description of Work:					
Project Contract Amount: \$		Estimated Project Start Date:		Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly	
MWBE Subcontractor Name:			Address:		
City:	State:	Telephone:			
Email:		Zip Code:	<input type="checkbox"/>	MBE or	<input type="checkbox"/> WBE
Description of Work:					
Project Contract Amount: \$		Estimated Project Start Date:		Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly	
MWBE Subcontractor Name:			Address:		
City:	State:	Telephone:			
Email:		Zip Code:	<input type="checkbox"/>	MBE or	<input type="checkbox"/> WBE
Description of Work:					
Project Contract Amount: \$		Estimated Project Start Date:		Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly	

MWBE & EEO Utilization Plan

In order to achieve the EEO Goals, Minorities and Females are expected to be employed in the following job categories for the specified amount of work hours. The **MWBE Goal requirements** are **18% for Minority** and **12% for Women**, for a **total of 30%**.

Section V: EEO Summary by Title							
		All Employees Hours		Minority Employee Hours			
Job Categories	Total Work Hours of Contract	Males	Females	Black	Asian	Native American	Hispanic
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craftsmen							
Laborers							
Service/Workers							

Totals							
--------	--	--	--	--	--	--	--

MWBE & EEO Utilization Plan

Section VI: Signed Letter of Intent

Owner: Onondaga County	Bid Number:
------------------------	-------------

Dear Owner:

I, _____ intend to perform
(Name of Subcontractor)

(Description of Work)

in the amount of _____ for _____
(Total Amount OR EEO Hours) (Name of Prime)

I, _____ will sign a formal contract for the work
(Name of Subcontractor)
 conditioned upon the approval of your executed contract with the prime contractor.

Date of MWBE Certification: _____ Estimated Project Start Date: _____
(If Applicable)

Subcontractor Name & Title:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> EEO
-----------------------------	--

Address:	City:
----------	-------

State:	Zip Code:	Telephone:
--------	-----------	------------

Email: _____

Subcontractor Representative Signature:	Date:
---	-------

Prime Contractor Name & Title:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> EEO
--------------------------------	--

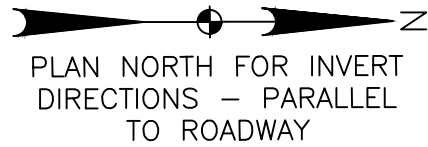
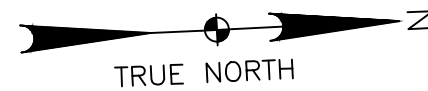
Address:	City:
----------	-------

State:	Zip Code:	Telephone:
Email:		
Prime Contractor Representative Signature:		Date:

PLANS
(Sheet 1-8)

NOTES:

1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12" RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARKS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.



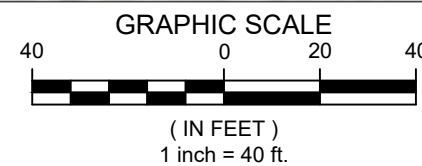
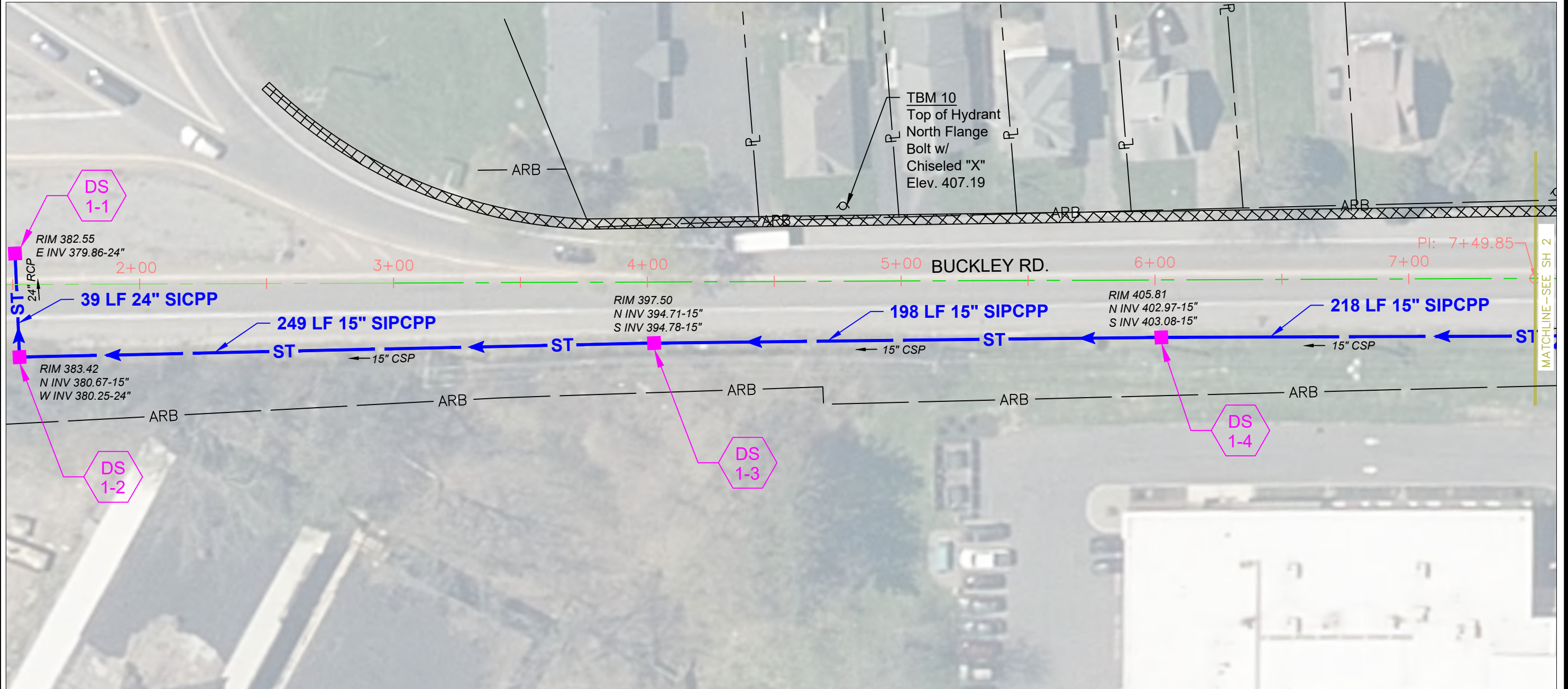
BUCKLEY RD. - C.R. 48
BUCKLEY RD. DRAINAGE
REPLACEMENT PROJECT
OLD LIVERPOOL RD. TO 7TH NORTH ST.

SCALE: 1"=40' COUNTY OF ONONDAGA
 DEPARTMENT OF TRANSPORTATION

REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8	SHEET NUMBER: 1
-----------	-----------------	-----------------	-----------------

JOB NO. 24H01

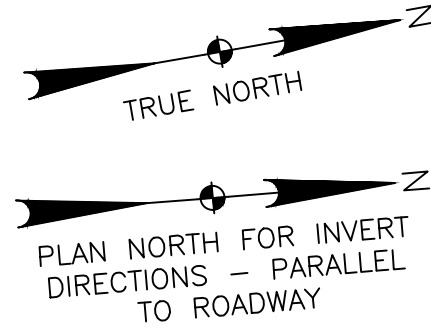
 CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.



DRAWN BY: JJW
 CHECKED BY: MFS/CCR

NOTES:

1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12" RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARK NORTH FLANGE BOLT OF HYDRANTS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.

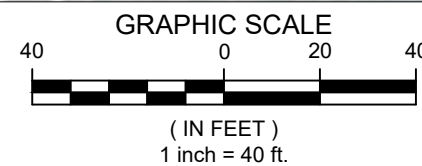
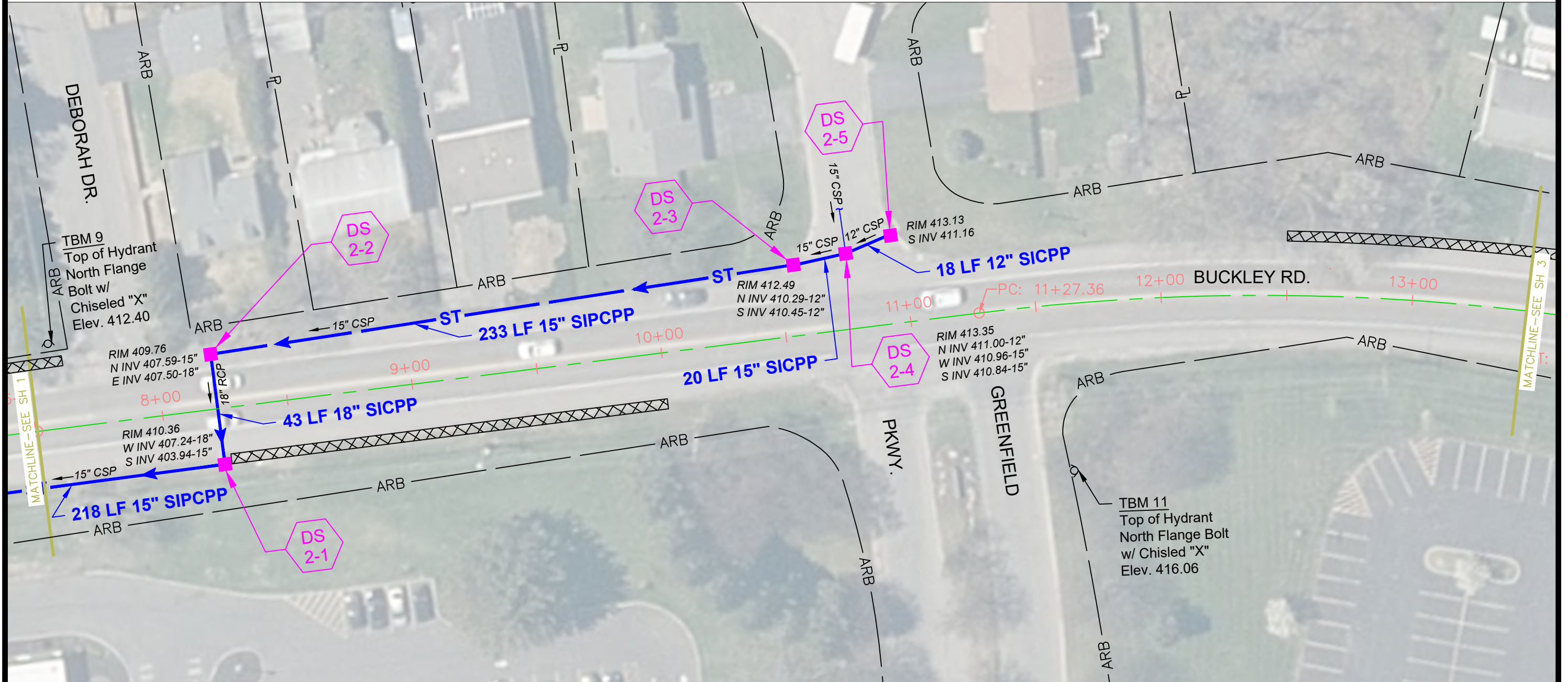


BUCKLEY RD. - C.R. 48
BUCKLEY RD. DRAINAGE
REPLACEMENT PROJECT
OLD LIVERPOOL RD. TO 7TH NORTH ST.

SCALE: 1"=40'	COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION	
REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8 SHEET NUMBER: 2

JOB NO. 24H01

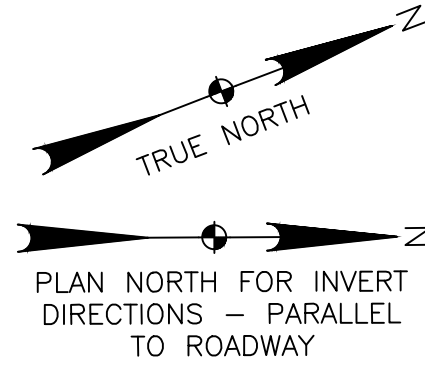
CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.



DRAWN BY: JJW
CHECKED BY: MFS/CCR

NOTES:

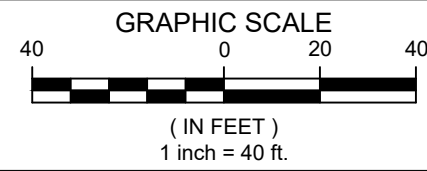
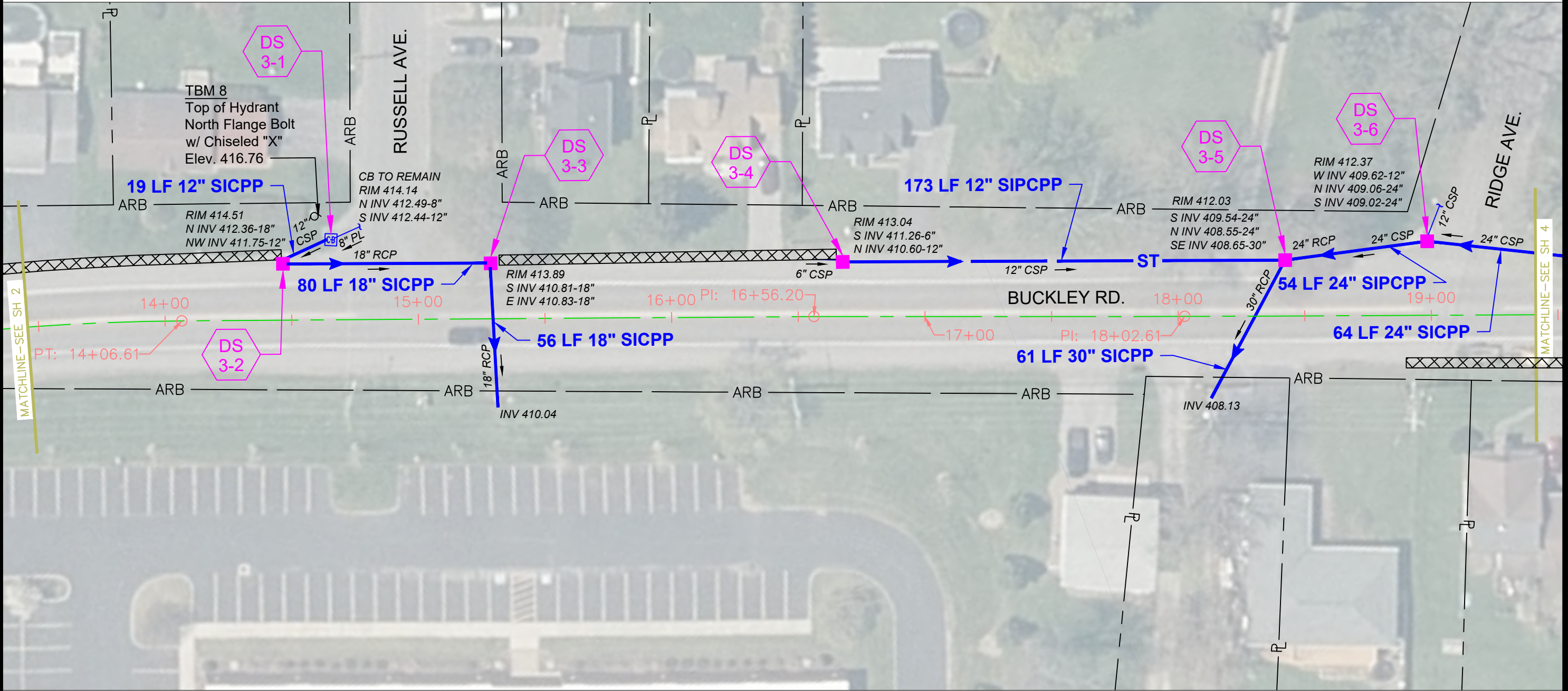
1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12" RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARK NORTH FLANGE BOLT OF HYDRANTS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.



BUCKLEY RD. - C.R. 48			
BUCKLEY RD. DRAINAGE REPLACEMENT PROJECT			
OLD LIVERPOOL RD. TO 7TH NORTH ST.			
SCALE: 1"=40'		COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION	
REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8	SHEET NUMBER: 3

 CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.

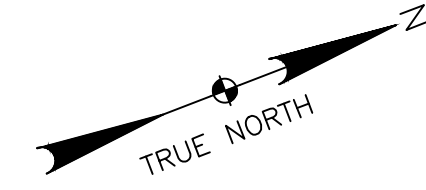
JOB NO. 24H01



DRAWN BY: JJW
CHECKED BY: MFS/CCR

NOTES:

1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12" RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARK NORTH FLANGE BOLT OF HYDRANTS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.

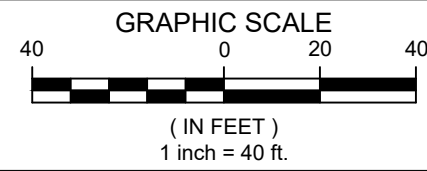
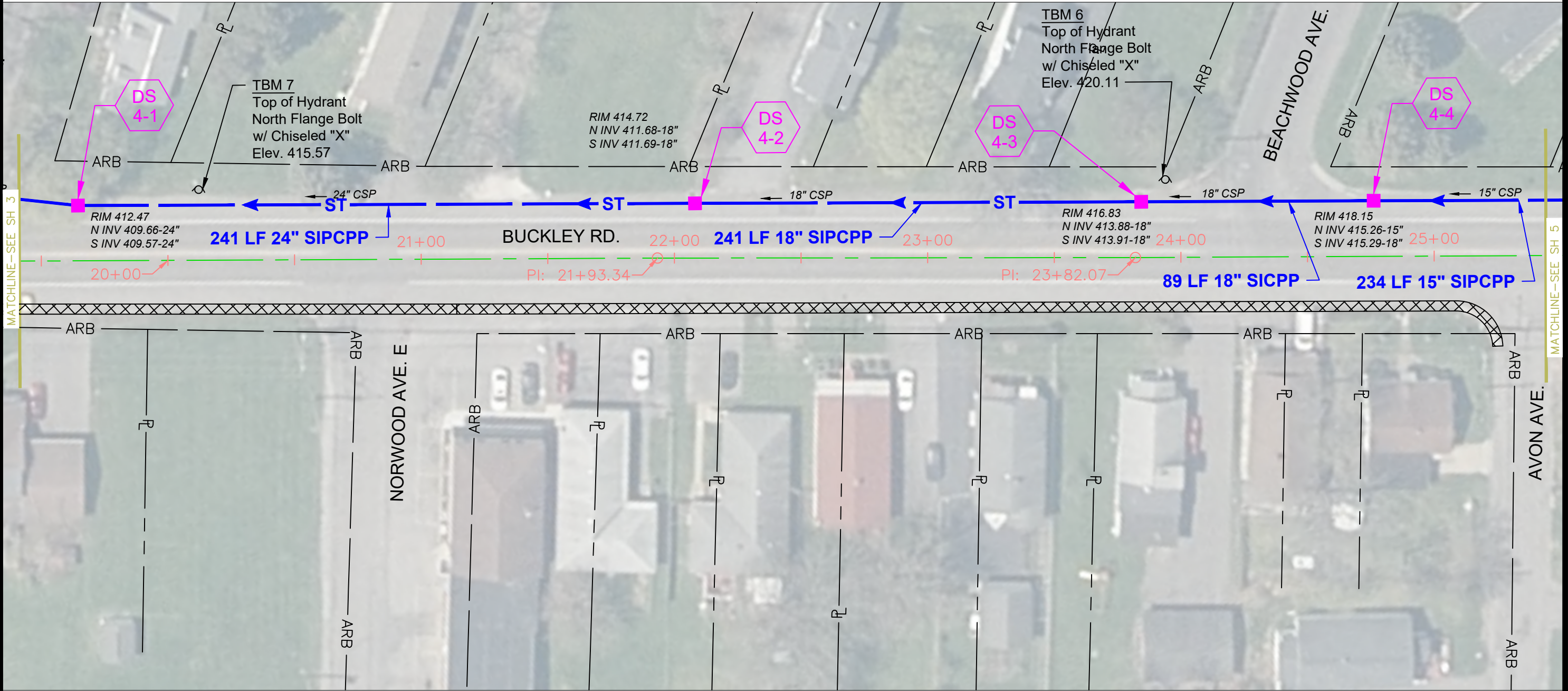


BUCKLEY RD. - C.R. 48
BUCKLEY RD. DRAINAGE
REPLACEMENT PROJECT
OLD LIVERPOOL RD. TO 7TH NORTH ST.

	SCALE: 1"=40'	COUNTY OF ONONDAGA	DEPARTMENT OF TRANSPORTATION
REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8	SHEET NUMBER: 4

JOB NO. 24H01

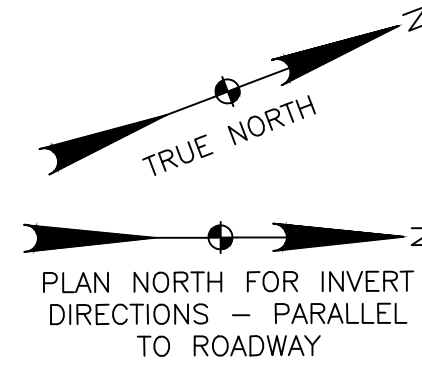
CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.



DRAWN BY: JJW
 CHECKED BY: MFS/CCR

NOTES:

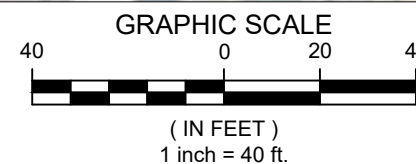
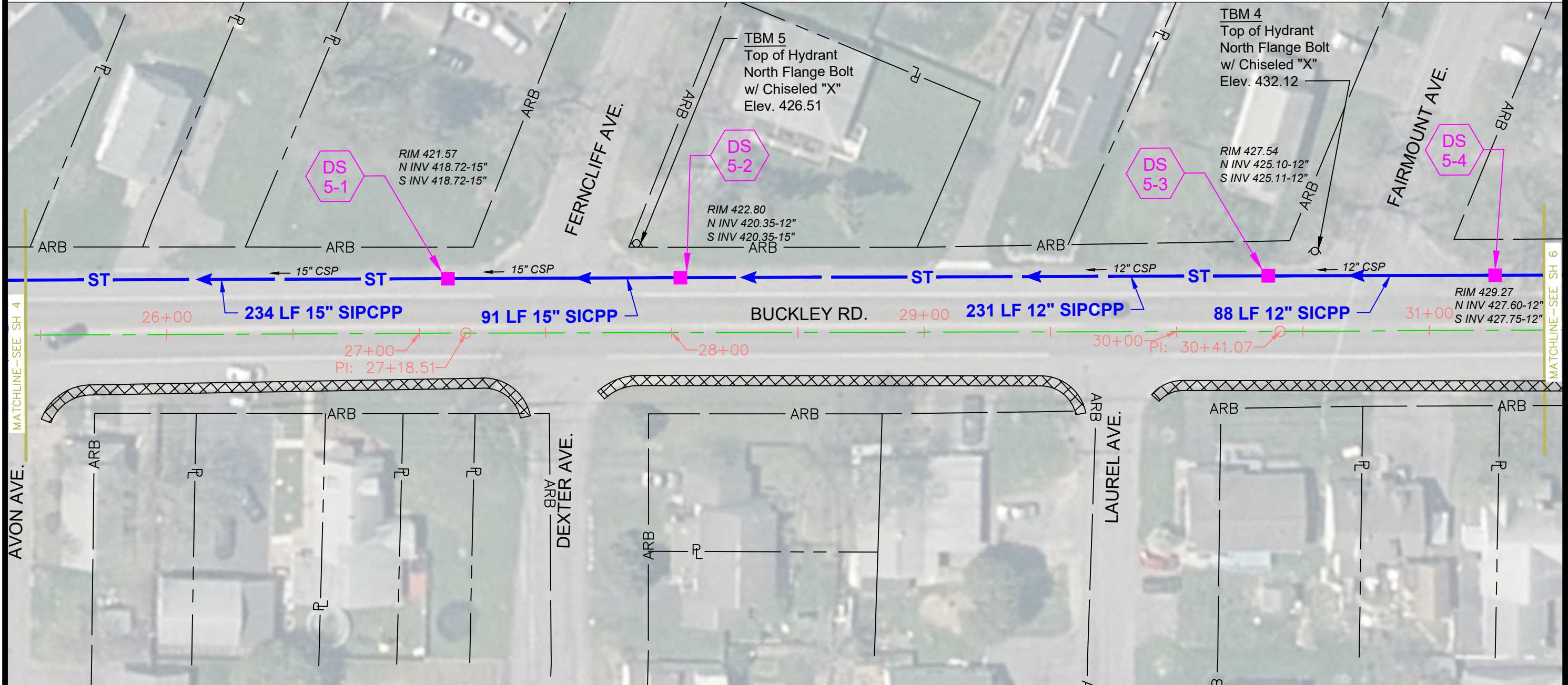
1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12" RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARK NORTH FLANGE BOLT OF HYDRANTS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.



BUCKLEY RD. - C.R. 48			
BUCKLEY RD. DRAINAGE REPLACEMENT PROJECT			
OLD LIVERPOOL RD. TO 7TH NORTH ST.			
SCALE: 1"=40'		COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION	
REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8	SHEET NUMBER: 5

JOB NO. 24H01

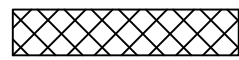
 CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.



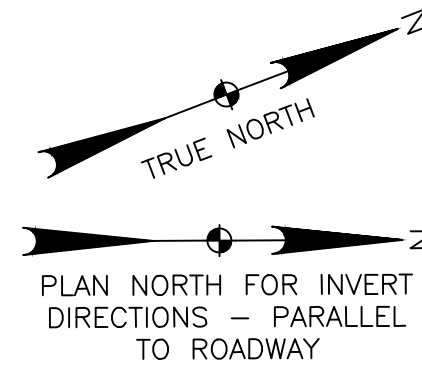
DRAWN BY: JJW
CHECKED BY: MFS/CCR

NOTES:

1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12” RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARK NORTH FLANGE BOLT OF HYDRANTS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.

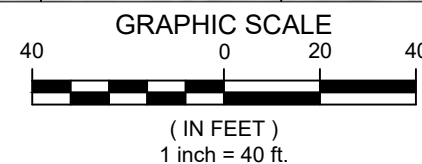
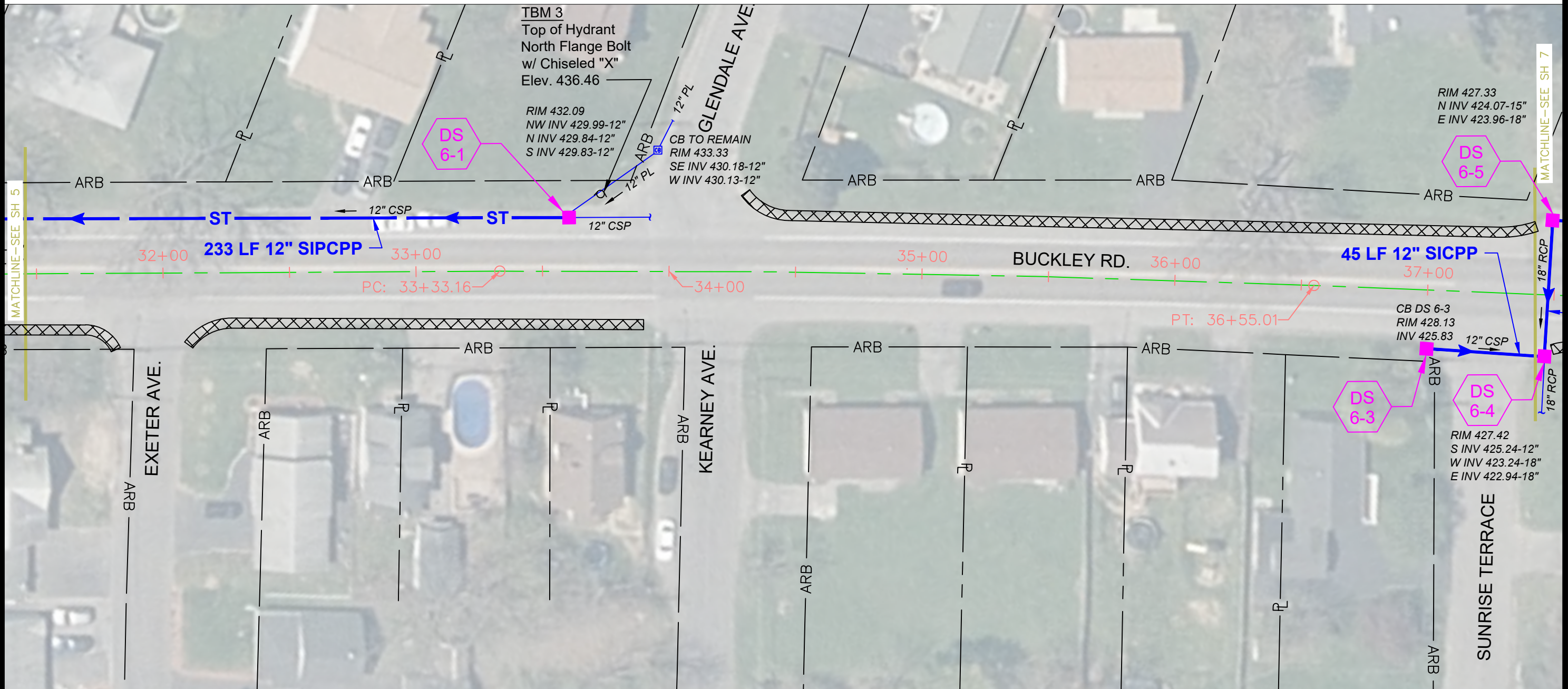


CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.



BUCKLEY RD. - C.R. 48			
BUCKLEY RD. DRAINAGE REPLACEMENT PROJECT			
OLD LIVERPOOL RD. TO 7TH NORTH ST.			
SCALE: 1"=40'	COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION		
REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8	SHEET NUMBER: 6

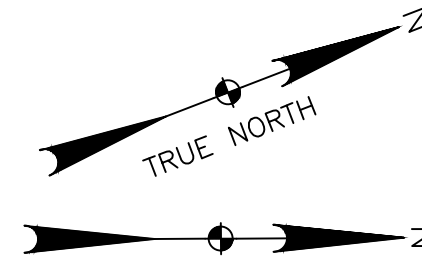
JOB NO. 24H01



DRAWN BY: JJW
CHECKED BY: MFS/CCR

NOTES:

1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12" RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARK NORTH FLANGE BOLT OF HYDRANTS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.

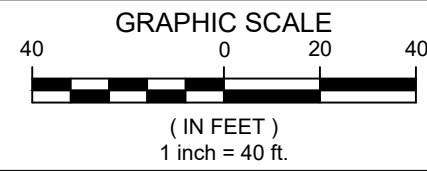
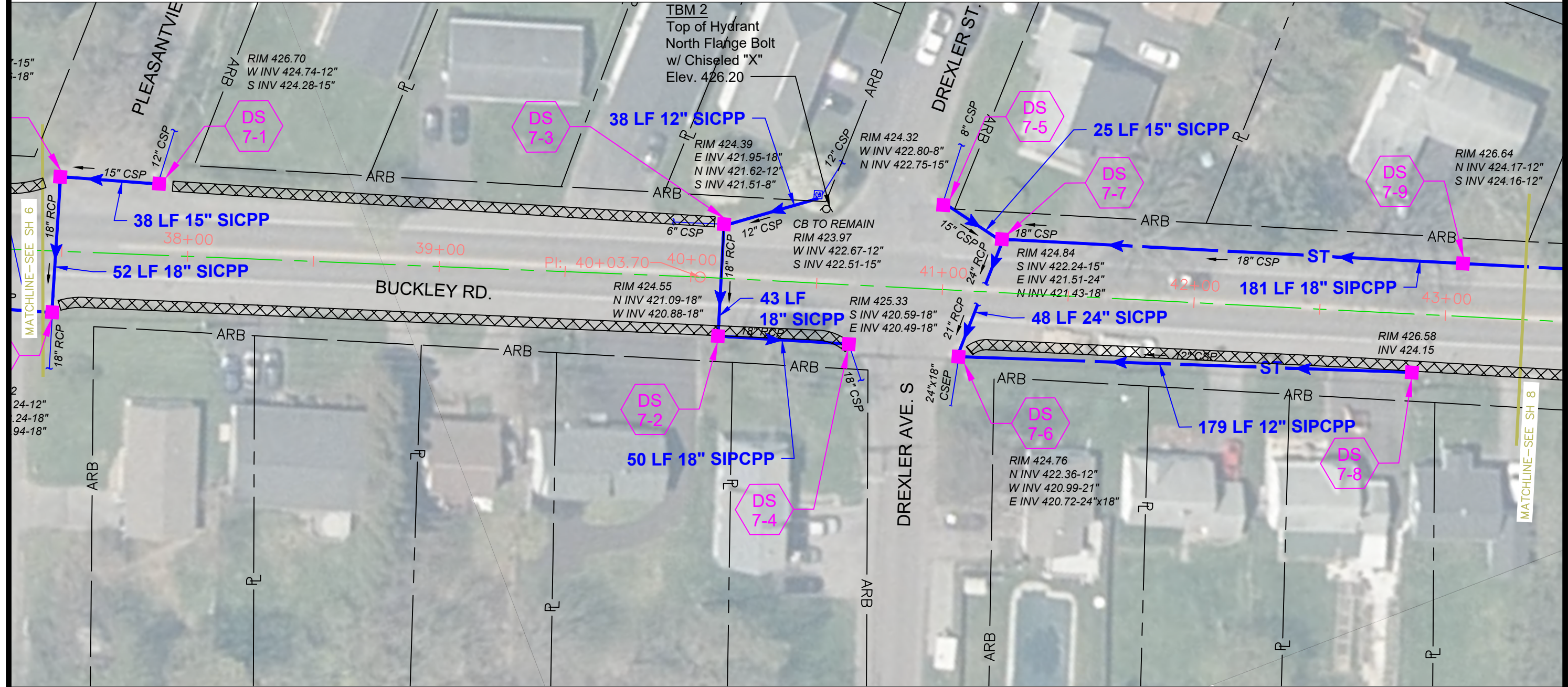


BUCKLEY RD. - C.R. 48
BUCKLEY RD. DRAINAGE
REPLACEMENT PROJECT
OLD LIVERPOOL RD. TO 7TH NORTH ST.

SCALE: 1"=40'	COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION	
REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8
		SHEET NUMBER: 7

JOB NO. 24H01

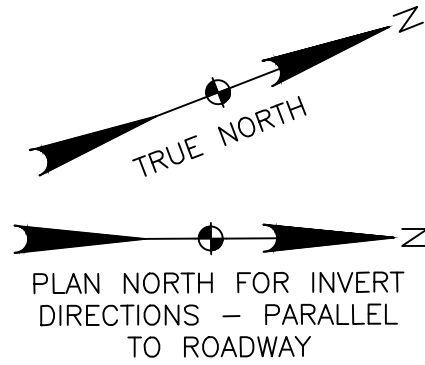
CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.



DRAWN BY: JJW
 CHECKED BY: MFS/CCR

NOTES:

1. BASE MAPPING OBTAINED DIRECTLY FROM NYS GIS CLEARINGHOUSE – 2023 12" RESOLUTION ORTHOIMAGERY. MAPPING SUPPLEMENTED WITH GPS LOCATIONS OF DRAINAGE STRUCTURES AND TEMPORARY BENCHMARK NORTH FLANGE BOLT OF HYDRANTS.
2. ALL DRAINAGE STRUCTURE AND PIPE INFORMATION SHOWN ARE EXISTING ONLY, TO BE REPLACED. REFER TO DRAINAGE TABLE FOR REPLACEMENT INFORMATION.
3. ROADWAY BOUNDARIES AND PROPERTY LINES ARE FROM TAX MAP INFORMATION ONLY AND ARE STRICTLY APPROXIMATE.
4. ROADWAY CENTERLINE GEOMETRY IS DERIVED FROM BEST FITTING GPS LOCATIONS ALONG WITH CENTERLINE STRIPING AND IS AN APPROXIMATE REFERENCE ONLY.

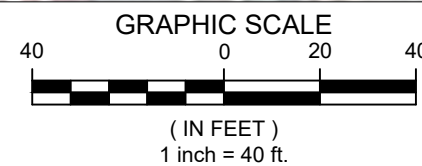
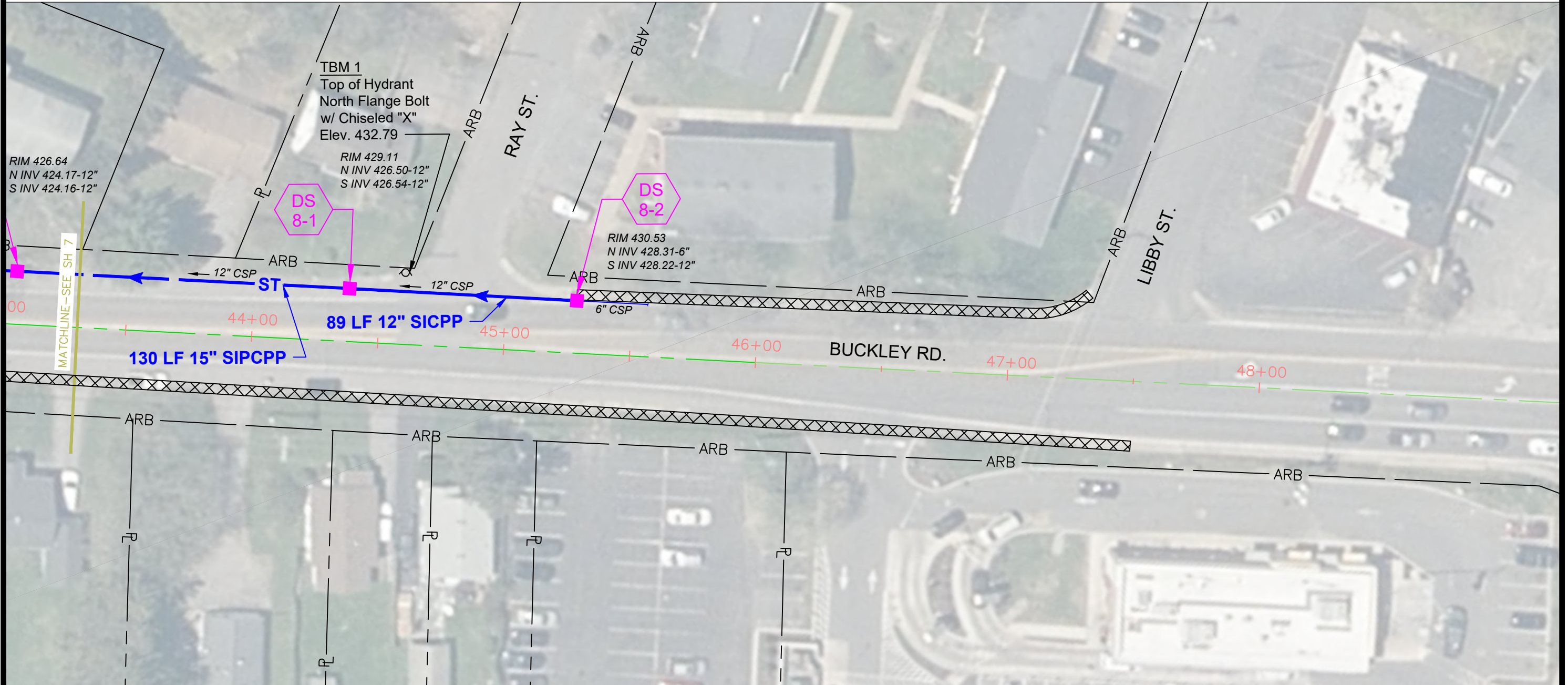


BUCKLEY RD. - C.R. 48
BUCKLEY RD. DRAINAGE
REPLACEMENT PROJECT
OLD LIVERPOOL RD. TO 7TH NORTH ST.

SCALE: 1"=40'	COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION	
REVISIONS	DATE: 2/24/2025	TOTAL SHEETS: 8 SHEET NUMBER: 8

JOB NO. 24H01

 CONCRETE GUTTER LIMITS TO BE REMOVED WITH FULL DEPTH ASPHALT RESTORATION.



DRAWN BY: JJW
 CHECKED BY: MFS/CCR

TABLES

- 1) Miscellaneous Table (Concrete Gutter Removal with Restoration Limits)
- 2) Drainage Table

	BUCKLEY RD. – C.R. 48		
	MISCELLANEOUS TABLE (SHEET 1 OF 1)		
	SCALE: N.T.S.	COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION	
REVISIONS	DATE: 2/21/2025	TOTAL SHEETS: 1	SHEET NUMBER: 1

JOB NO. 24H01

CONCRETE GUTTER REMOVAL WITH RESTORATION		
Table of Limits		
Station Limits	Side	Length (Ft.)
2+50 to 7+63	Lt.	515
8+25 to 10+00	Rt.	175
12+50 to 14+46	Lt.	196
15+32 to 16+65	Lt.	133
18+90 to 21+14	Rt.	224
21+14 to 25+25	Rt.	411
25+52 to 27+42	Rt.	198
27+72 to 29+62	Rt.	198
29+90 to 31+83	Rt.	202
32+10 to 33+90	Rt.	185
34+30 to 37+42	Lt.	316
37+50 to 40+64	Rt.	310
37+93 to 40+12	Lt.	219
41+12 to 47+50	Rt.	638
45+28 to 47+31	Lt.	203
	Total	4,123'

BUCKLEY ROAD (C.R. 48) DRAINAGE REPLACEMENT PROJECT CCR 2-20-25_FINAL

DRAINAGE TABLE

DS	STATION/OFFSET (LF)	DESCRIPTION OF WORK	PROP TG ELEV (EXIST)	SIDE N/SIZE/INLET INV ELEV	SIDE S/SIZE/INLET INV ELEV	SIDE E/SIZE/INLET INV ELEV	SIDE W/SIZE/OUTLET INV ELEV	203.07	206.0201	207.22	404.3789	603.171316	603.171814	603.9812	603.9815	603.9818	603.9824	603.9830	604.301911	604.302122	605.98101218	605.98101518	605.98101818	605.98102418	623.12	627.50140008	655.1111	655.1122
								CY	CY	SY	Tons	EACH	EACH	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF
								SEE NOTE # 1																		SEE NOTE # 2		
1-1	1+50.96, 12.26-Ft Left	Remove Existing Str. DS 1-1, Install Type S Str w/ #11 Welded Frame. Remove 24" RCP and replace with 39 LF of 24" SICPP Connecting to DS-1-2.	382.55			24 " SICPP	379.86	13.1	23.4		11.6						39.0		4.0							100.0	1.0	
1-2	1+52.56, 28.56-Ft Right	Remove Existing Str. DS 1-2, Install Type S Str w/ #11 Welded Frame. Remove 15" CMP and replace with 249 LF of 15" SICPP Connecting to DS-1-3.	383.17	15 " SICPP	380.67		24 " SICPP	380.25	54.3	83.2	313.2	30.0							4.0			249.0			22.1	260.0	1.0	
1-3	4+02.58, 24.05-Ft Right	Remove Existing Str. DS 1-3, Install Type S Str w/ #11 Welded Frame. Remove 15" CMP and replace with 198 LF of 15" SICPP Connecting to DS-1-4.	397.41	15 " SICPP	394.75	15 " SICPP	394.75	43.8	66.7	248.5	24.3								4.0			198.0			17.0	209.0	1.0	
1-4	6+02.41, 22.63-Ft Right	Remove Existing Str. DS 1-4, Install Type S Str w/ #11 Welded Frame. Remove 15" CMP and replace with 218 LF of 15" SICPP Connecting to DS 2-1.	405.81	15 " SICPP	403.00	15 " SICPP	403.00	51.6	108.9	361.0	26.2								4.0			218.0			50.6	229.0	1.0	
2-1	8+22.15, 22.28-Ft Right	Remove Existing Str. DS 2-1, Install Type S Str w/ #11 Welded Frame. Remove 18" RCP and replace with 43 LF of 18" SICPP Connecting to DS 2-2.	410.36			15 " SICPP	403.94									43.0			7.5							104.0	1.0	
2-2	8+21.97, 21.88-Ft Left	Remove Existing Str. DS 2-2, Install Type S Str w/ #11 Welded Frame. Remove 15" CMP and replace with 233 LF of 15" SICPP Connecting to DS 2-3.	409.76	15 " SICPP	407.59		18 " SICPP	407.50	53.2	67.1	257.6	27.9							4.0			233.0			6.9	294.0	1.0	
2-3	10+56.41, 28.23-Ft Left	Remove Existing Str. DS 2-3, Install Type S Str w/ #11 Welded Frame. Remove 15" CMP pipe and replace with 20 LF of 15" SICPP Connecting to DS 2-4.	412.49	15 " SICPP	410.37	15 " SICPP	410.37	9.1	12.8		6.0				20.0				4.0							62.0	1.0	
2-4	10+77.59, 30.13-Ft Left	Remove Existing Str. DS 2-4, Install Type S Str w/ #11 Welded Frame. Remove 12" CMP pipe and replace with 18 LF of 12" SICPP Connecting to DS 2-5. Connect Existing 15" CMP to DS 2-4 included.	413.51	12 " SICPP	411.00	15 " SICPP	410.84							18.0					4.0							58.0	1.0	
2-5	10+96.23, 35.04-Ft Left	Remove Existing Str. DS 2-5, Install Type S Str w/ #11 Welded Frame.	413.13			12 " SICPP	411.16	6.4	7.6		2.3								3.5							12.0	1.0	
3-1	14+65.65, 31.62-Ft Left	Str. DS 3-1 to remain. Remove 12" CMP pipe and replace with 19 LF of 12" SICPP Outletting to DS 3-2. Alter DS 3-1 for 12" SICPP is included.	414.14	8 " SICPP	412.49	12 " SICPP	412.69	3.2	3.2					19.0												19.0		
3-2	14+46.68, 22.26-Ft Left	Remove Existing Str. DS 3-2, Install Type U Drainage Str w/ #22 Welded Frame. Remove 18" RCP pipe and replace with 80 LF of 18" SICPP Outletting to DS 3-3.	414.51	18 " SICPP	412.36		12 " SICPP	411.75	21.9	38.2		17.9				80.0			4.0							186.0		1.0
3-3	15+28.71, 21.90-Ft Left	Remove Existing Str. DS 3-3, Install Type U Drainage Str w/ #22 Welded Frame. Remove 18" RCP pipe and replace with 56 LF of 18" SICPP outletting to Slope (Elev. 410.04).	414.10			18 " SICPP	410.82	18 " SICPP	410.82	20.8	33.3		13.7	1.0		56.0			4.5							138.0		1.0
3-4	16+67.58, 21.57-Ft Left	Remove Existing Str. DS 3-4, Install Type S Drainage Str w/ #11 Welded Frame. Remove 12" CMP pipe and replace with 173 LF of 12" SICPP outletting to DS 3-5. Connecting 6" CMP to DS 3-4 is included.	413.04	12 " SICPP	410.60	6 " CMP	411.26	40.9	51.6	196.2	19.1								4.0		173.0			20.2	204.0	1.0		

BUCKLEY ROAD (C.R. 48) DRAINAGE REPLACEMENT PROJECT CCR 2-20-25_FINAL

DRAINAGE TABLE

DS	STATION/OFFSET (LF)	DESCRIPTION OF WORK	PROP TG ELEV (EXIST)	SIDE N/SIZE/INLET INV ELEV		SIDE S/SIZE/INLET INV ELEV		SIDE E/SIZE/INLET INV ELEV	SIDE W/SIZE/OUTLET INV ELEV	203.07	206.0201	207.22	404.3789	603.171316	603.171814	603.9812	603.9815	603.9818	603.9824	603.9830	604.301911	604.302122	605.98101218	605.98101518	605.98101818	605.98102418	623.12	627.50140008	655.1111	655.1122
				CY	CY	SY	Tons	EACH	EACH	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF
										SEE NOTE # 1																SEE NOTE #2				
3-5	18+42.37, 22.05-Ft Left	Remove Existing Str. DS 3-5, Install Type U Drainage Str w/ #22 Welded Frame. Remove 24" RCP, and replace with 54 LF of 24" SICPP Connecting to DS 3-6. Remove 30" RCP, and replace with 61 LF of 30" SICPP outleting to Slope (Elev. 408.13).	412.61	24 " SICPP	408.65	12 " SICPP	409.54	30 " SICPP	408.65	36.1	72.6	83.1	26.3		1.0					61.0		5.0				54.0	5.6	189.0		1.0
3-6	18+98.50, 29.23-Ft Left	Remove Existing Str. DS 3-6, Install Type U Drainage Str w/ #22 Welded Frame. Remove 24" CMP pipe and replace with 64 LF of 24" SICPP Connecting to DS 4-1. Connect Existing 12" CMP to new DS 3-6 is included.	412.21	24 " SICPP	409.06	24 " SICPP	409.02		12 " CMP	409.62	20.9	39.1	17.1						64.0			4.5						154.0		1.0
4-1	19+64.60, 21.80-Ft Left	Remove Existing Str. DS 4-1, Install Type U Drainage Str w/ #22 Welded Frame. Remove 24" CMP pipe and replace with 241 LF of 24" SICPP Connecting to DS 4-2.	412.47	24 " SICPP	409.66	24 " SICPP	409.57			52.8	107.9	350.3	37.8									4.0			241.0	16.1	304.0		1.0	
4-2	22+08.19, 21.58-Ft Left	Remove Existing Str. DS 4-2, Install Type U Drainage Str w/ #22 Welded Frame. Remove 18" CMP pipe and replace with 241 LF of 18" SICPP Connecting to DS 4-3.	414.72	18 " SICPP	411.68	24 " SICPP	411.69			52.8	93.8	329.0	32.0									4.0		241.0		23.7	298.0		1.0	
4-3	23+84.46, 21.97-Ft Left	Remove Existing Str. DS 4-3, Install Type U Drainage Str w/ #22 Welded Frame. Remove 18" CMP pipe and replace with 89 LF of 18" SICPP Connecting to DS 4-4.	416.83	18 " SICPP	413.90	18 " SICPP	413.90			23.5	41.5		19.5					89.0				4.0						104.0		1.0
4-4	24+76.23, 21.95-Ft Left	Remove Existing Str. DS 4-4, Install Type U Drainage Str w/ #22 Welded Frame. Remove 15" CMP pipe and replace with 234 LF of 15" SICPP Connecting to DS 5-1.	418.15	15 " SICPP	415.29	18 " SICPP	415.29			51.4	81.1	300.0	28.1									4.0		234.0			22.2	246.0		1.0
5-1	27+11.47, 21.60-Ft Left	Remove Existing Str. DS 5-1, Install Type S Drainage Str w/ #11 Welded Frame. Remove 15" CMP pipe and replace with 91 LF of 15" SICPP Connecting to DS 5-2.	421.57	15 " SICPP	418.72	15 " SICPP	418.72			19.0	33.7		17.9				91.0				4.0							126.0	1.0	
5-2	28+03.45, 21.79-Ft Left	Remove Existing Str. DS 5-2, Install Type S Drainage Str w/ #11 Welded Frame. Remove 12" CMP pipe and replace with 231 LF of 12" SICPP Connecting to DS 5-3.	422.80	12 " SICPP	420.35	15 " SICPP	420.35			49.1	63.1	263.0	24.9								3.5		231.0				27.3	264.0	1.0	
5-3	30+36.33, 22.06-Ft Left	Remove Existing Str. DS 5-3, Install Type S Drainage Str w/ #11 Welded Frame. Remove 12" CMP pipe and replace with 88 LF of 12" SICPP Connecting to DS 5-4.	427.54	12 " SICPP	425.10	12 " SICPP	425.11			17.5	24.8		15.9				88.0				3.5							198.0	1.0	
5-4	31+26.24, 21.78-Ft Left	Remove Existing Str. DS 5-4, Install Type S Drainage Str w/ #11 Welded Frame. Remove 12" CMP pipe and replace with 233 LF of 12" SICPP Connecting to DS 6-1.	429.43	12 " SICPP	427.67	12 " SICPP	427.67			48.6	54.1	239.6	25.1								3.0		233.0				19.2	271.0	1.0	
6-1	33+60.54, 21.13-Ft Left	Remove Existing Str. DS 6-1, Install Type S Drainage Str w/ #11 Welded Frame. Connect Existing 12" SICPP and 12" CMP to new DS 6-1 included.	432.59	12 " CMP	429.84	12 " SICPP	429.83		12 " SICPP	429.99	9.4	11.2	2.4								4.5							12.0	1.0	
6-3	37+00.48, 23.24-Ft Right	Remove Existing Str. DS 6-3, Install Type S Drainage Str w/ #11 Welded Frame. Remove 12" CMP pipe and replace with 45 LF of 12" SICPP outleted to DS 6-4.	427.88	12 " SICPP	425.83					16.6	21.0		9.5			45.0					4.0							112.0	1.0	

BUCKLEY ROAD (C.R. 48) DRAINAGE REPLACEMENT PROJECT CCR 2-20-25_FINAL

DRAINAGE TABLE

DS	STATION/OFFSET (LF)	DESCRIPTION OF WORK	PROP TG ELEV (EXIST)	SIDE N/SIZE/INLET INV ELEV	SIDE S/SIZE/INLET INV ELEV	SIDE E/SIZE/INLET INV ELEV	SIDE W/SIZE/OUTLET INV ELEV	203.07	206.0201	207.22	404.3789	603.171316	603.171814	603.9812	603.9815	603.9818	603.9824	603.9830	604.301911	604.302122	605.98101218	605.98101518	605.98101818	605.98102418	623.12	627.50140008	655.1111	655.1122	
								CY	CY	SY	Tons	EACH	EACH	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF
								SEE NOTE # 1																				SEE NOTE # 2	
6-4	37+47.18, 24.33-Ft Right	Remove Existing Str. DS 6-4, Install Type S Drainage Str w/ #11 Welded Frame. Remove 18" RCP pipe and replace with 52 LF of 18" SICPP Connecting to DS 6-5. Connect Existing 18" RCP Included.	427.17		12 " SICPP 425.24	18 " RCP 422.94	18 " SICPP 423.24	26.7	37.7		12.3					52.0			5.5								128.0	1.0	
6-5	37+48.22, 29.48-Ft Left	Remove Existing Str. DS 6-5, Install Type S Drainage Str w/ #11 Welded Frame. Remove 15" CMP pipe and replace with 38 LF of 15" SICPP Connecting to DS 7-1.	427.33	15 " SICPP 424.07		18 " SICPP 423.96		14.6	21.4		9.0				38.0				4.5								98.0	1.0	
7-1	37+87.55, 28.33-Ft Left	Remove Existing Str. DS 7-1, Install Type S Drainage Str w/ #11 Welded Frame. Connect the Existing 12" CMP is included.	426.70		15 " SICPP 424.28		12 " CMP 424.74	10.4	12.2		2.4								4.5								12.0	1.0	
7-2	40+11.96, 23.00-Ft Right	Remove Existing Str. DS 7-2, Install Type U Drainage Str w/ #22 Welded Frame. Remove 18" RCP and replace with 43 LF of 18" SICPP connecting to DS 7-3.	424.55	18 " SICPP 421.00			18 " SICPP 421.00	20.1	29.9		10.8					43.0				5.0							112.0		1.0
7-3	40+12.08, 21.46-Ft Left	Remove Existing Str. DS 7-3, Install Type S Drainage Str w/ #11 Welded Frame. Remove 12" CMP pipe and replace with 38 LF of 12" SICPP connecting to existing Structure to Remain. Connect Existing 6" CMP to DS 7-3 is Included. Alter existing structure to Remain is included.	424.39	12 " SICPP 421.76	6 " CMP 421.76	18 " SICPP 421.76		15.3	18.0		4.4				38.0				4.0								49.0	1.0	
7-4	40+64.00, 23.5-Ft Right	Remove Existing Str. DS 7-4, Install Type U Drainage Str w/ #22 Welded Frame. Remove 18" CMP pipe and replace with 50 LF of 18" SICPP connecting to DS 7-2. Connect Existing 18" CMP to new DS 7-4 is Included.	425.58		18 " SICPP 420.59	18 " CMP 420.49		22.1	37.7	81.0	8.2									6.5					50.0	9.3	63.0		1.0
7-5	40+98.61, 33.56-Ft Left	Remove Existing Str. DS 7-5, Install Type S Drainage Str w/ #11 Welded Frame. Remove 15" CMP pipe and replace with 25 LF of 15" SICPP Connecting to DS 7-7. Connect Existing 8" CMP to DS 7-5 is Included.	424.32	15 " SICPP 422.75			8 " CMP 422.80	9.1	12.2		2.3				25.0				3.5								36.0	1.0	
7-6	41+07.71, 26.26-Ft Right	Remove Existing Str. DS 7-6, Install Type U Drainage Str w/ #22 Welded Frame. Remove 24" RCP and Replace with 48 LF of 24" SICPP Connecting to DS 7-7. Connect Existing 24"x18" CMEP to DS 7-6 is Included. Remove 12" CMP and replace with 179 LF of 12" SICPP Connecting to DS 7-8.	424.26	12 " SICPP 422.36		24 " CMP 420.72	24 " SICPP 420.99	24.1	80.8	203.3	30.5									5.0	179.0					34.2	334.0		1.0
7-7	41+22.56, 21.20-Ft Left	Remove Existing Str. DS 7-7, Install Type U Drainage Str w/ #22 Welded Frame. Remove 18" CMP and replace with 181 LF of 18" SICPP Connecting to DS 7-9.	424.84	18 " SICPP 421.47	15 " SICPP 422.24	24 " SICPP 421.47		11.1	76.4	246.8	24.5									5.5				181.0	34.3	236.0		1.0	

BUCKLEY ROAD (C.R. 48) DRAINAGE REPLACEMENT PROJECT CCR 2-20-25_FINAL

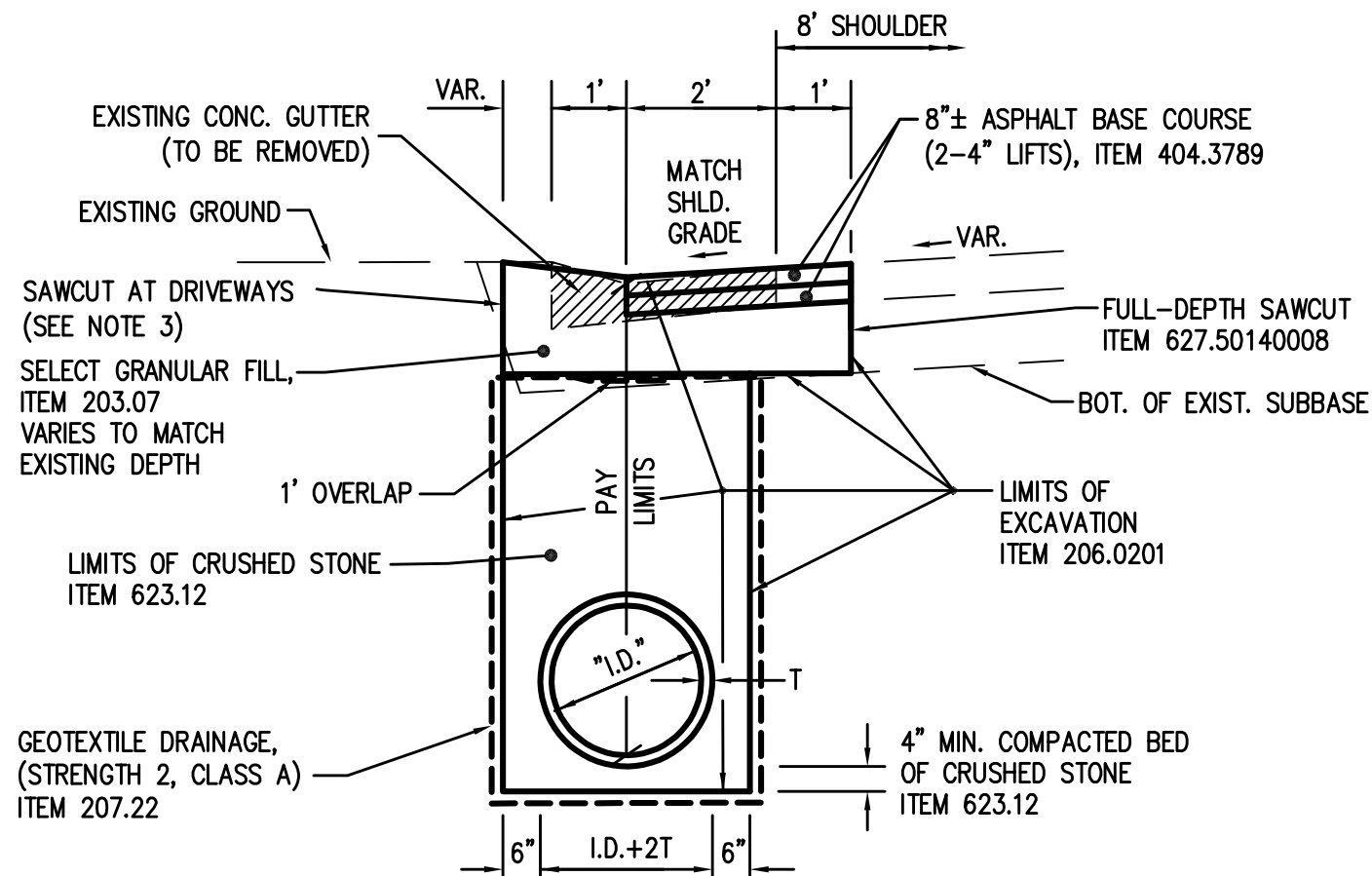
DRAINAGE TABLE

DS	STATION/OFFSET (LF)	DESCRIPTION OF WORK	PROP TG ELEV (EXIST)	SIDE N/SIZE/INLET INV ELEV	SIDE S/SIZE/INLET INV ELEV	SIDE E/SIZE/INLET INV ELEV	SIDE W/SIZE/OUTLET INV ELEV	203.07	206.0201	207.22	404.3789	603.171316	603.171814	603.9812	603.9815	603.9818	603.9824	603.9830	604.301911	604.302122	605.98101218	605.98101518	605.98101818	605.98102418	623.12	627.50140008	655.1111	655.1122	
								CY	CY	SY	Tons	EACH	EACH	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF
								SEE NOTE # 1																				SEE NOTE #2	
7-8	42+87.82, 23.23-Ft Right	Remove Existing Str. DS 7-8, Install Type S Drainage Str w/ #11 Welded Frame.	426.58		12 " SICPP	424.15		6.7	7.9		2.4								3.5							12.0	1.0		
7-9	43+05.83, 21.03-Ft Left	Remove Existing Str. DS 7-9, Install Type U Drainage Str w/ #22 Welded Frame. Remove 12" CMP pipe and replace with 130 LF of 15" SICPP Connecting to DS 8-1.	426.64	15 " SICPP	424.17	18 " SICPP	424.16	10.8	46.9	154.2	16.5									3.5		130.0			18.5	164.0		1.0	
8-1	44+37.82, 21.00-Ft Left	Remove Existing Str. DS 8-1, Install Type S Drainage Str w/ #11 Welded Frame. Remove 12" CMP pipe and Replace with 89 LF of 12" SICPP Connecting to DS 8-2.	429.11	12 " SICPP	426.50	15 " SICPP	426.50	22.2	29.8		16.1			89.0					4.0							200.0	1.0		
8-2	45+28.06, 20.83-Ft Left	Remove Existing Str. DS 8-2, Install Type S Drainage Str w/ #11 Welded Frame. Connect Existing 6" CMP to new DS 8-2 is Included.	430.53	6 " CMP	428.31	12 " SICPP	428.22	9.6	11.1		2.4								4.0							12.0	1.0		
								949	1605	3627	593	1	1	297	174	363	151	61	99	60	816	1262	472	295	327	5609	24	13	

Note #1: This contract contains Onondaga County "C" Specifications (see "Specifications For this Contract" under "Additional Information For Bidders" in this proposal book) that pay for various items of work per linear foot. The work included in each "C" specification is estimated on this Drainage Table using the New York State Department of Transportation Standard Specification pay items, which are provided to the Contractor for convenience in developing the per linear foot cost for each "C" specification.

Note #2: The only items found on this Drainage Table that will be paid for in accordance with the New York State Department of Transportation Standard Specifications are: Items 655.1111 and 655.1122.

DETAILS
(Sheet 1 and 2)

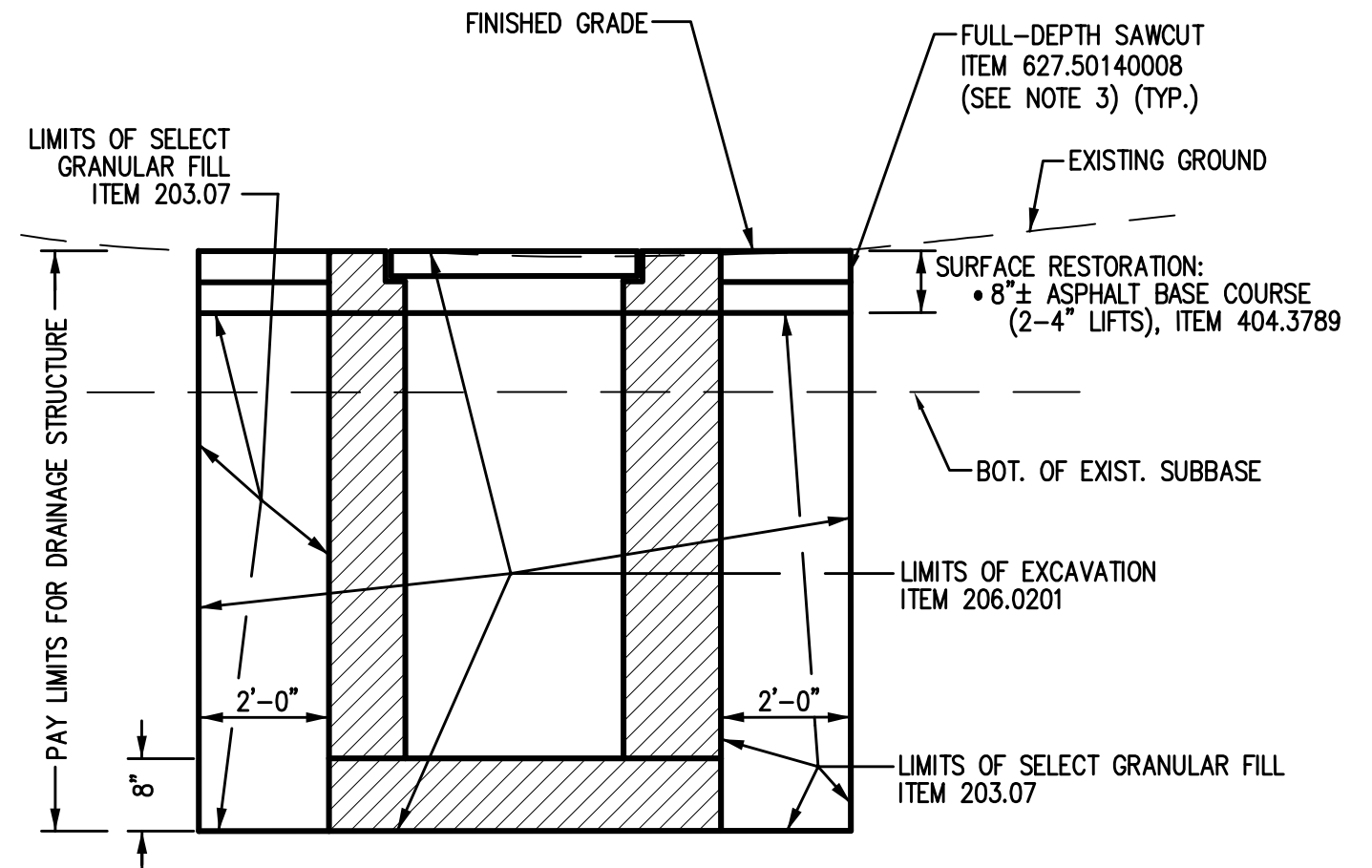


NOTES:

1. ALL MATERIALS AND ALL WORK SHOWN ARE INCLUDED IN THE COST PER LINEAR FOOT OF ITEM C605.9810XXYY.
2. SEE DRAINAGE TABLE FOR PIPE SIZES, INVERT ELEVATIONS, AND PIPE LENGTHS.
3. SAWCUT, ITEM 627.50140008, AT ALL DRIVEWAYS.

**EXCAVATE, AND INSTALL SMOOTH INTERIOR
PERFORATED CORRUGATED POLYETHYLENE PIPE
WITH RESTORATION DETAIL
ITEM C605.9810XXYY**

NOT TO SCALE



NOTES:

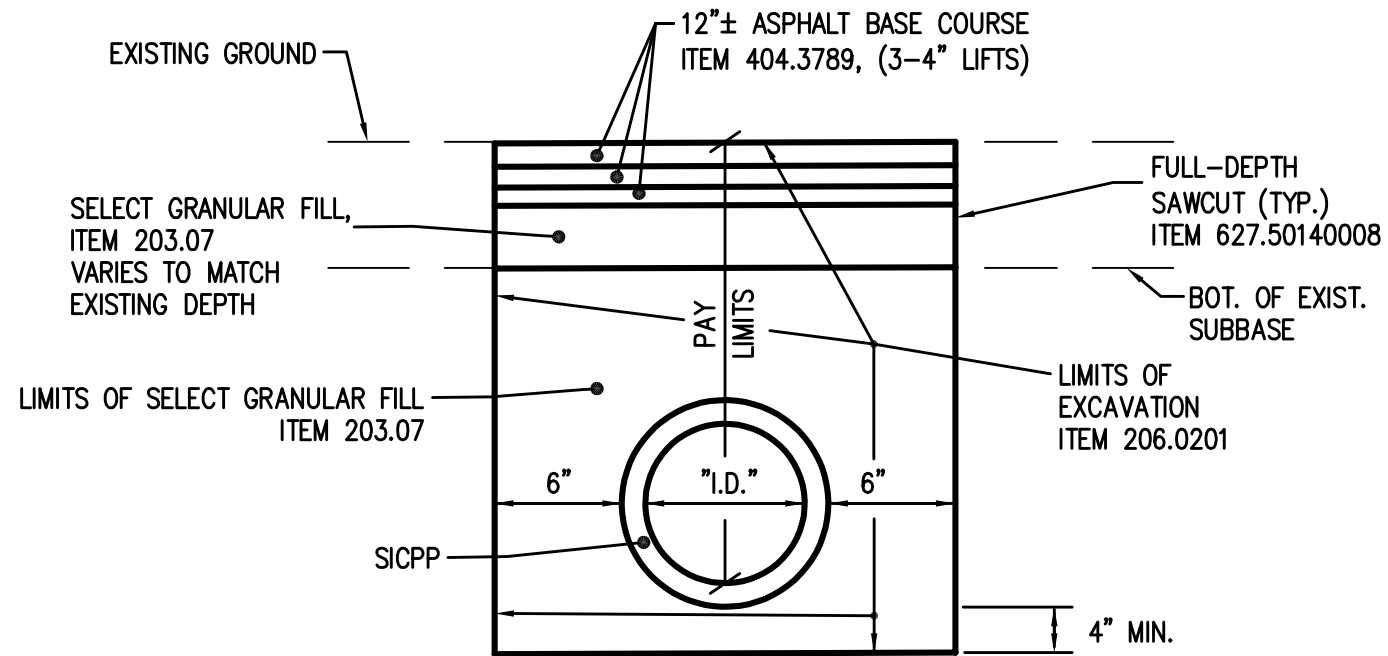
1. ALL MATERIALS AND ALL WORK SHOWN ARE INCLUDED IN THE COST PER LINEAR FOOT OF ITEM C604.30XXYY.
2. SEE DRAINAGE TABLE FOR PIPE SIZES, LOCATIONS, INVERT ELEVATIONS, AND DRAINAGE STRUCTURE SIZE.
3. SAWCUT, ITEM 627.50140008, ALONG ALL EXISTING PAVEMENT EDGES TO REMAIN.

**EXCAVATE, INSTALL RECTANGULAR DRAINAGE
STRUCTURE, AND BACKFILL WITH RESTORATION DETAIL
ITEM C604.30XXYY**

NOT TO SCALE

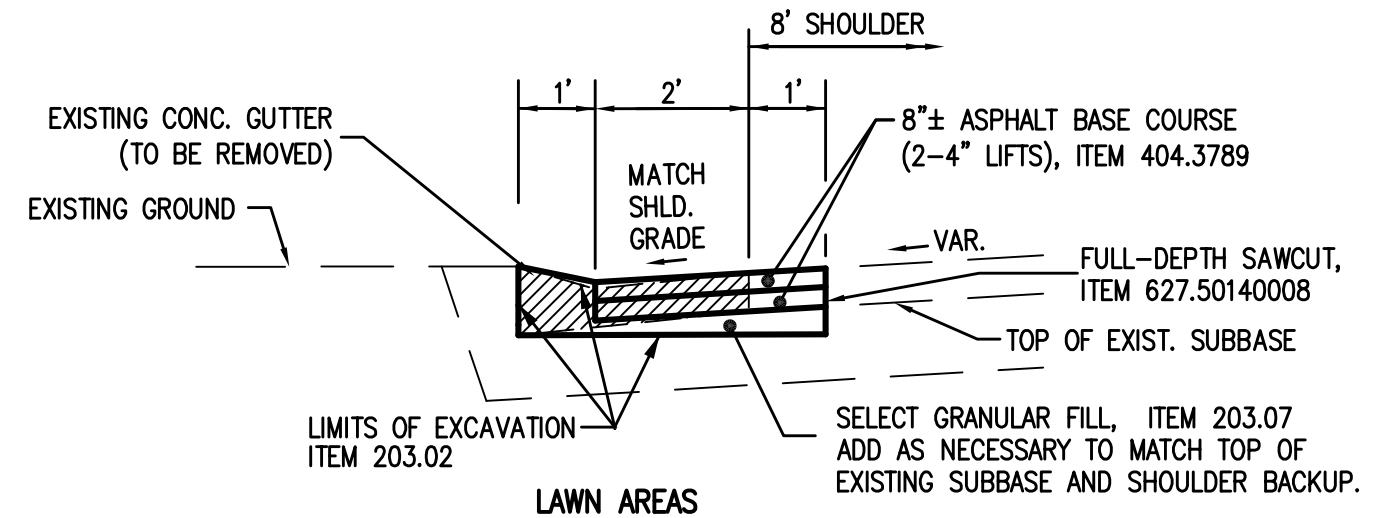
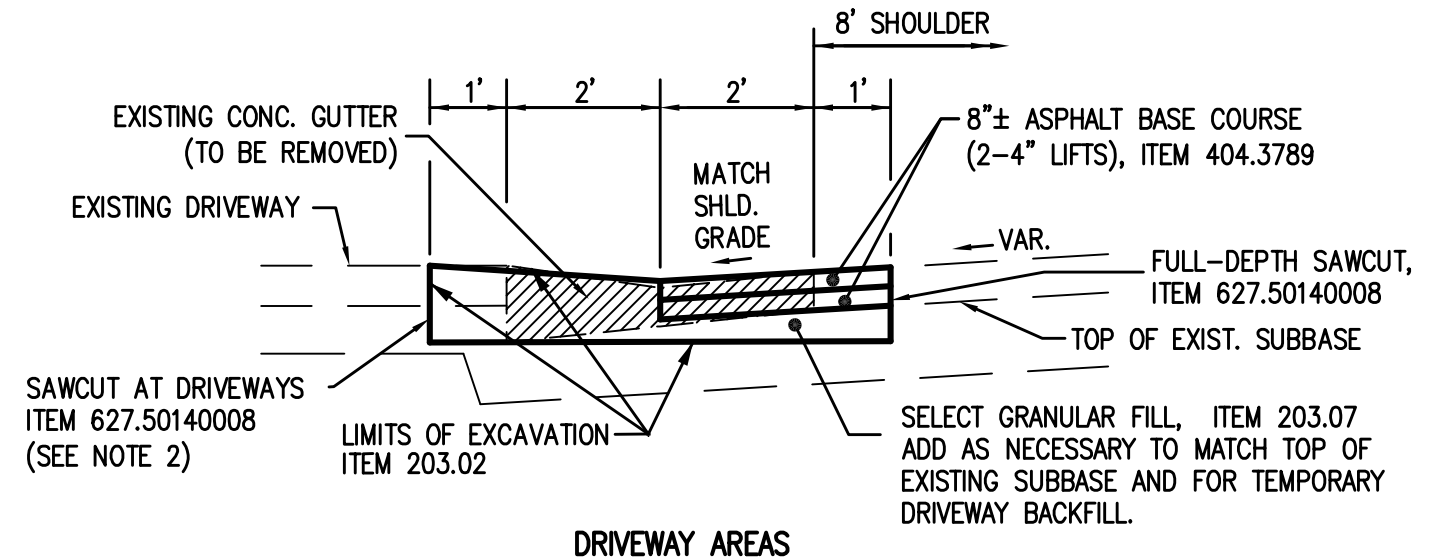
BUCKLEY RD. - C.R. 48			
DRAINAGE DETAILS (SHEET 2 OF 2)			
SCALE: N.T.S.		COUNTY OF ONONDAGA DEPARTMENT OF TRANSPORTATION	
REVISIONS	DATE: 2/27/2025	TOTAL SHEETS: 2	SHEET NUMBER: 2

JOB NO. 24H01



- NOTES:**
1. ALL MATERIALS, AND ALL WORK SHOWN, INCLUDING GALVANIZED END SECTIONS, ARE INCLUDED IN THE COST PER LINERAR FOOT OF ITEM C603.98XXYY.
 2. SEE DRAINAGE TABLE FOR GALVANIZED END SECTIONS, PIPE SIZES, INVERT ELEVATIONS, AND PIPE LENGTHS.

**EXCAVATE, AND INSTALL SMOOTH INTERIOR
CORRUGATED POLYETHYLENE PIPE (SICPP)
WITH RESTORATION DETAIL
ITEM C603.98XXYY
NOT TO SCALE**



- NOTES:**
1. ALL WORK ASSOCIATED WITH THE REMOVAL OF THE EXISTING CONCRETE GUTTER AND INCLUDING ALL PAVEMENT RESTORATION, SHALL BE INCLUDED UNDER ITEM C203.021X

2. SAWCUT, ITEM 627.50140008, AT ALL DRIVEWAYS.
**CONCRETE GUTTER REMOVAL WITH
RESTORATION DETAIL
ITEM C203.021X
NOT TO SCALE**

COUNTY OF ONONDAGA
FOR THE CONSTRUCTION OF

**BUCKLEY ROAD (CR 48)
DRAINAGE REPLACEMENT PROJECT
PROJECT # 24H01
TOWN OF SALINA**

THIS CONTRACT, in three (3) copies, made and entered into this ___ day of _____, 20___, by and between the County of Onondaga, by J. Ryan McMahon, II, County Executive of said County, Party of the First Part, and

_____ of _____, County of _____, State of _____, hereinafter designated as the CONTRACTOR, Party of the Second Part.

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

ARTICLE 1 - WORK TO BE DONE

The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and workmanlike manner, the replacement of the existing enclosed drainage system along Buckley Road (CR 48) in the Town of Salina, Onondaga County, State of New York, as shown on the Contract Drawings, and in accordance with special conditions and the "Additional Information for Bidders" set forth in the Contractor's proposal, and the "New York State Standard Specifications", and (b) do everything required by the contract (Contract Documents) as defined therein.

ARTICLE 2 - DOCUMENTS FORMING THE CONTRACT

The Contract (and Contract Documents) shall be deemed to include the advertisements for the proposals; the Contractor's proposal including all documents set forth in the Table of Contents, pages i and ii, the Agreement; the "New York State Standard Specifications" in "Specifications for this Contract", in "Additional Information for Bidders"; the plans; special notes, special conditions, special specifications, prevailing rate schedule, value engineering, contract requirements, any addenda to specifications if the same are issued prior to the date of receipt of proposal and all provisions required by law to be inserted in the contract whether actually inserted or not. If in this contract there is inserted any unlawful provision, not an essential part

of the Contract, and which shall not appear to have been a controlling or material inducement to the making upon notice by either party, be deemed stricken from the contract without affecting the binding force of the remainder.

ARTICLE 3 - EXAMINATION OF DOCUMENTS AND SITE

The Contractor agrees that before making his proposal he carefully examined the Contract Documents, together with the site of the proposed work, as well as its surrounding territory, and is fully 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, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over or under the site, and that his information was secured by personal investigation and research and not from the estimates of records of the County, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

ARTICLE 4 - DATE OF START AND COMPLETION

The Contractor further agrees that he will begin the work ten (10) days following notification, unless the consent of the County, in writing, is given to begin at a later date, and that he will proceed the same so that it shall be entirely **completed and performed by September 30, 2025**.

The construction may be completed prior to the project completion date specified in the contract documents. This amount of extra time available is known as "float". Note that the County considers float to belong to the project and is not for the exclusive use or benefit of the owner or the contractor. Accordingly, no claim for delay will be considered if the project is completed during the float.

Procedures for requesting an extension of time and consequences for failure to complete on time are detailed in the "New York State Standard Specifications", Sections 108-2 and 108-3 respectively.

ARTICLE 5 - ALTERATIONS AND OMISSIONS

The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the County other than the consideration named in this Agreement.

The County reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest. Such modifications shall not constitute grounds for any claim by the Contractor for damages or loss of anticipated profits, or for any variations between the approximate quantities and quantities of the work as done. See "New York State Standard Specifications", Section 109-2, Compensation for Altered Quantities, for payment procedures. If the whole or any part of a lump sum item is

omitted by the County, the contract price shall be reduced by the fair and reasonable estimated cost to the County of such omitted work, as determined by the Engineer. If any contract work in a unit price item is omitted by the County, no payment will be made for such omitted work.

ARTICLE 6 - NO COLLUSION OR FRAUD

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the County has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits hereof.

ARTICLE 7 - PAYMENT OF ESTIMATES

As the work progresses in accordance with the contract and in a manner that is satisfactory to the County, the County hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows:

The County shall, once in each month and on such days as it may fix, make an estimate of the quantity of work done and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the moneys due as provided in Section 106-b of the General Municipal Law.

No monthly estimate shall be rendered unless the value of the work done is equal to or greater than 5% of the contract amount or \$1,000, whichever is the lesser. Semi-monthly estimates may be rendered provided (a) the value of the work performed in two successive weeks is more than \$50,000, or (b) the Commissioner of Transportation deems it to be for the best interests of the County to do so.

Default/Failure To Deliver: It is understood and agreed that in the event the bidder/contractor defaults or fails to deliver the kind, quantity of material, equipment, machinery, labor or services herein before specified, as and when ordered by the County of Onondaga for these specifications, the County may, without notice, purchase said materials, equipment, machinery, labor or services, and any additional cost or expense incurred thereby shall be charged against and shall be paid solely by the vendor/contractor.

County's Right to Withhold Payments: The County may withhold from the Contractor so much of any approved payments due him as may in the judgment of the County be necessary:

- (a) To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

- (b) To protect the County from loss due to defective work not remedied, or
- (c) To protect the County from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors. The County shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the County may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.
- (d) The Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (e) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period.

ARTICLE 8 - NO ESTIMATE ON CONTRACTOR'S NON-COMPLIANCE

It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Commissioner of Transportation, or his representative, shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 9 - FINAL ACCEPTANCE OF WORK

When in the opinion of the Chief Engineer a Contractor has fully performed the work under the contract, the Chief Engineer shall recommend to the Commissioner of Transportation the acceptance of the work so completed. If the Commissioner of Transportation accepts the recommendation of the Chief Engineer, he shall thereupon by letter notify the Contractor of such acceptance, and copies of such acceptance shall be sent to other interested parties.

ARTICLE 10 - FINAL PAYMENT

After the final acceptance of the work, the Engineer shall prepare final agreement of the work done from actual measurements and computations relating to the same, and he shall compute the value of such work under and according to the terms of the contract. This agreement shall be certified as to its correctness by the Engineer. Upon approval of such final agreement by the Chief Engineer, it shall be submitted to the Department of Purchase for final approval. The right, however, is hereby reserved to the Commissioner of Transportation to reject the whole or any portion of the final agreement, should the said certificate of the Engineer be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate for payment.

ARTICLE 11 - RIGHT TO SUSPEND WORK AND CANCEL CONTRACT

It is further mutually agreed that if at any time during the prosecution of the work, the Commissioner of Transportation shall determine that the work upon the contract is not being performed according to the contract or for the best interests of the County, the execution of the work by the Contractor may be temporarily suspended by the Commissioner of Transportation, who may then proceed with the work under his own direction in such manner as will accord with the contract specifications and be for the best interests of the County; or he may terminate the Contractor's employment under the contract while it is in progress and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his own forces, by calling upon the performance to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he may cancel the contract and either re-advertise and/or enter into a new contract in accordance to law, or complete the work under his own direction in such manner as will accord with the contract specifications and be for the interests of the County; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or his surety all in pursuance of the provisions of Section 40 of the Highway Law.

The County Shall Have the Right to Stop Work or Terminate Contract as follows:

- (a) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (b) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days, or
- (c) The Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (d) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
- (e) The Contractor shall fail to make prompt payment to persons supplying labor or material for the Contract, or
- (f) The Contractor shall fail to refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this Contract.

- (g) Then, and in any such event, the County, without prejudice to any other rights or remedy it may have, provide thirty (30) days written notice, sent by mail to the Contractor at his address and to the sureties at their respective addresses, suspend or terminate the employment of the Contractor and his right to proceed, either as to the entire work (at the option of the County) as to any portion thereof to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise, as the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the County for such excess. If the right of the Contractor to proceed with work is so terminated, the County may take possession of and utilize in completing the work such materials, appliances, supplies, plants and equipment as may be on the site of the work and necessary therefore. If the County does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts insofar as such contracts are chargeable to this agreement.

ARTICLE 12 - DETERMINATION AS TO VARIANCES

In case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Commissioner of Transportation who shall adjust the same, and his decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13 - REMOVAL OF REJECTED WORK AND MATERIAL

The Contractor agrees that all work or material which may be rejected by the County or its representatives shall be at once removed from the site of the work by the Contractor at his own expense, and replaced by work or material satisfactory to the County.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the Onondaga County Purchasing Director.

If the Contractor shall, without the previous written consent of the County, assign, transfer, convey, sublet or otherwise dispose of this contract, to any other person or corporation, the County shall revoke and annul the contract, and the County shall be relieved and discharged from any and all liability and obligations growing out of the contract to the Contractor, and to the person or corporation to which the contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and the Contractor and his assignees, transferees, or subleases, shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees.

The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New York.

Nothing in this Section is intended to prohibit subcontracting a portion of the work of this contract in accordance with the provisions of the subcontracts.

ARTICLE 15 - WARRANTY

The Contractor guarantees that the work and services to be performed under the contract, and all workmanship. Materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of **eighteen (18) months** from and after the date of substantial completion of the work as stated in the semi-final estimate. The Contractor shall repair, correct, or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the contract during such eighteen month period, and also shall repair, correct or replace all damage to the work resulting from such failure.

The Contractor agrees, previous to the final acceptance of the work, to furnish a bond to the Owner in a sum equal to five (5%) percent of the final contract price, executed by a surety company authorized by the Department of Insurance of the State of New York to execute such a bond in this state, which bond shall be approved as to form and manner of execution by the Owner. This bond shall be conditioned for the faithful performance by the said Contractor of the conditions and stipulations of the "Warranty" clause of this contract and the specifications thereof relating to maintenance and repair, for a period of eighteen (18) months from and after the date of substantial completion of the work.

Upon receipt of the Surety Bond in the amount of five percent (5%) of the final contract price, the County shall release the retainage as a final payment to the Contractor. In lieu of the Surety Bond for the Guarantee period, the County shall continue to hold the five percent (5%) retainage for eighteen (18) months.

If at any time within the said period of guarantee any part of the work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, correction or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amounts given as herein provided.

Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid therefrom.

ARTICLE 16 - ALTERATIONS AND ADDENDUM

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

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in three (3) copies, the day and year first above written.

COUNTY OF ONONDAGA

(SEAL)
Owner

By: _____

J. RYAN McMAHON, II
County Executive

(SEAL)

Contractor

By: _____

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

STATE OF NEW YORK) SS COUNTY OF ONONDAGA)

On this _____ day of _____, 20__, before me personally came J. Ryan McMahon, II, as County Executive of the County of Onondaga New York, to me personally known and known to me to be the same person who executed the foregoing Contract as such official, and that said J. Ryan McMahon, II duly acknowledged to me that he executed the same pursuant to the power and authority vested in him by the Onondaga County Charter and the Administrative Code, and that said signature is so affixed pursuant to authority vested in him.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, OF A CORPORATION)

STATE OF _____) SS: COUNTY OF _____)

On this _____ day of _____, 20__, before me personally came and appeared

to be known, who, being by me duly sworn, did depose and say that he resides at

and that he is the

of

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

(SEAL)

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK) SS: COUNTY OF ONONDAGA)

On this _____ day of _____, 20____,
before me personally came and appeared

to me known and known to me to be one of the members of the firm of

described in and who executed the foregoing instrument, and he acknowledged to me that he
executed the same as and for the act and deed of said firm.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF NEW YORK) SS: COUNTY OF ONONDAGA)

On this _____ day of _____, 20____, before
me personally came and appeared

to me known to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

Notary Public

FAITHFUL PERFORMANCE BOND

(ATTACH FAITHFUL PERFORMANCE BOND HERE)

GENERAL PROVISIONS

The General Provisions of the “New York State Standard Specifications” shall apply.

See the section “Definitions and Terms” in the SPECIAL CONDITIONS

Where a discrepancy exists, between the contract and New York State Department of Transportation Standard Specifications (US Customary Units), the provisions and conditions in this Proposal Book shall govern.

GENERAL CONDITIONS

1. **PROPOSAL:** No bid will be accepted from or contract awarded to any person who is in arrears to the County of Onondaga upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said County of Onondaga.

All proposals shall be made on the forms herein provided and in the manner stated. No additional or qualifying clauses shall be written in.

In making his bid, the Bidder thereby warrants that his bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud. Also that no member of the County Legislature or other officer of the County of Onondaga or any person employed by the County of Onondaga is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The successful Bidder shall agree, upon award of the contract, not to assign or sublet his contract or any interest therein without first obtaining the written consent of the County Purchasing Director.

2. **PAYMENTS:** The County of Onondaga will pay the Bidder or Contractor the amount of his bid upon the faithful performance of the contract and upon the approval of the bills therefor by the Purchasing Director and the Audit of the vouchers thereof by the County Comptroller of the County of Onondaga. Partial payments for delivered items or quantities of a bid may be made by the County upon presentation of properly executed claim voucher, unless otherwise stated herein. The final payment will be made by the County when the materials, supplies, equipment or service have been fully delivered or completed to the full satisfaction of the County Purchasing Director and the head of the County Department for which same is being furnished.

Unless otherwise specified herein the County may pay the successful Bidder on any contract involving construction work or labor on the basis of current estimates.

3. **PRICES:** Prices should be stated in units of quantity specified. Prices submitted by bidders must be firm. Prices shall be in US Funds only.

Prices quoted will be considered as being based on delivery to destination as designated and to include all charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.

4. Whenever a reference is made to the specifications or descriptions of the materials, supplies or services required, to a particular trade name, manufacturer's catalog or model number, the Bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.

GENERAL CONDITIONS

5. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the County against any demand for payment for the use of any patented material, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the County of Onondaga whenever such insurance, in the opinion of the County, is deemed necessary. See “Insurance Provisions: in the “Additional Information for Bidders” section for liability limits.

6. The “New York State Department of Transportation Standard Specifications”, Section 102 – Bidding Requirements and Conditions, and all Local Laws and Resolutions of the Legislature of Onondaga County insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
7. The bidder agrees, if awarded a contract by the Onondaga County Purchasing Director, to comply with all Federal, State, County and Municipal Laws regarding work on municipal contracts, employment or help, length of hours, Workmen’s Compensation and any other laws which may be applicable to the contract.
8. All proposals, unless otherwise specified, must be accompanied by adequate Bid Security in the amount and form as stated in the Copy of Legal Advertisement, as a guarantee that if the bid is accepted a contract will be entered into. When the written intent to award is issued, deposits will be released after the contract has been executed by the County and upon written request by the Bidder for its return.
9. The successful bidder must, when required, return to the County, the signed contract, completed insurance certificate and required Contract Bonds, as required under Section 103-03 of the “New York State Department of Transportation Standard Specifications”, within fourteen (14) days from the date of the letter of intent to award. Failure to comply with any of these requirements within the stated time will be a breach of the contract.
10. No work shall be begun, nor goods delivered until the contractor has in place the required insurance and security and receives a written Notice to Proceed or Purchase Order as is appropriate.
11. The date the contractor signs the contract will establish the date of the contract for purposes of security.

GENERAL CONDITIONS

12. Any bonds offered to the County shall be issued by a bonding company authorized to do business in New York State.
13. Purchases by the County of Onondaga are not subject to any Federal, State, or City sales tax. Exemption Certificates will be executed upon request when necessary form is furnished.
14. Price quoted shall be net less all taxes and shall include delivery, all transportation and delivery charges prepaid to destination.
15. Cash or early payment discounts will not be considered in determining low Bidder.

GENERAL SPECIFICATIONS

1. **METHOD OF AWARD:** Unless otherwise specified, the County reserves the right to accept any item in the bid, and to award the bid in whole or in part, including the right to reduce quantities. In case of error in extending the total amount of the bid, the unit prices will govern. This provision may be modified in the detailed specs for each job.

The County Purchasing Director reserves the right to make awards as noted on the bid page of this specification.

- a. Award of the contract or order will be made on a most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and the material deemed to be the best adapted for the use of the agency requiring same as interpreted by the County Purchasing Director. Proper consideration will be given to modern accepted practice, engineering design, efficiency and workmanship, maintenance cost, serviceability and other pertinent data. No award will be made on material which does not adequately fulfill the service requirements for the use of the particular agency for which it is required. Award of Contract shall be made by the Owner to the lowest qualified bidder to the cited requirements of the Owner.
 - b. The County Purchasing Director reserves the right to award in part or in whole of bid within 45 days of bid opening.
2. **ACCEPTABLE MATERIAL:** All material specified below shall be standard brands acceptable to the County. Material other than this will not be considered.
 3. **BIDS FROM AGENTS:** Proposal on a bid from an agent of a manufacturer, a certificate executed by the manufacturer is required stating that the Bidder is an authorized agent and that all specifications and all requirements of the specifications and proposal shall be complied with.
 4. **DELIVERY DATE:** Material is required on or before the date as set forth in the detailed specs which date is to be taken into consideration on making award.

Guaranteed delivery date will be taken into consideration on making award.

Failure to delivery as guaranteed may disqualify Bidder from future bidding.

5. **INSPECTION:** Material offered shall be available for inspection before delivery at a point agreed upon between the Bidder and the County Purchasing Director.
6. **SAMPLE:** Samples for comparison purposes, or different items as required are to be furnished at the request of the County Purchasing Director, as again set forth in the detailed bid specifications.

Sample to be furnished gratis by bidder or applied against order if so issued.

GENERAL SPECIFICATIONS

It is understood and agreed by the Bidder that if his or their samples are tested by official Testing Laboratory of the County and found not to meet specifications as set forth herein, said Bidder will be charged for the test and said amount shall be deducted from his or their bid security.

7. MATERIAL LIST: When included herein, Bidders shall fill out the materials list in full and to state clearly any variation of its products from that specified. Brand names and other information as necessary to be furnished on all items.
8. GENERAL CONDITIONS: Bidders attention is called to General Conditions, Items 1 through 12, and Instructions to Bidders, Items 2 through 4.
9. SUBDIVISIONS: Purchases under Prices quoted in this contract may be made by any Political Subdivision of Onondaga County.
10. REPAIR PARTS DISCOUNT: When required herein, the Bidder shall indicate the discount from list basis on which he will furnish extra equipment and repair parts purchased for the make of equipment on which he is submitting his proposal.
11. DESCRIPTION: The Bidder must submit with bid, marked detailed specifications, cuts, or catalogs necessary to give a full description of the equipment he proposes to furnish, unless said data has been previously filed with the County Purchasing Director.

Color of equipment to be selected from stock models by County Purchasing Director.

12. GUARANTEE WITH BID: To protect the County of Onondaga, bidders must guarantee that the equipment offered is standard, new equipment, the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and none likely to be discontinued; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendation and standard practice, and that the manufacturer's standard guarantee against defects in design, material, or workmanship applied on the equipment delivered.
13. COMPENSATION: The Contractor agrees to secure compensation for the benefit of, and keep insured during the life of this contract, employees performing work hereunder, as approved in Chapter 41, of the laws of 1914, known as the Workmen's Compensation Law, and acts amendatory thereto.
14. LABOR LAW: The provisions of Section 220 of the New York State Labor Law are deemed part of every proposal and every bid with the same force and effect as if set forth at length.

GENERAL SPECIFICATIONS

15. ASSIGNMENT: The Contractor is prohibited from assigning, transferring, subletting or otherwise disposing of contract let for this job, without the previous consent, in writing of the Onondaga County Purchasing Director.
16. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The contractor shall take out and maintain during the life of this contract, such Public Liability and Property Damage Insurance as shall protect him and any subcontractor, the Owner or anyone directly or indirectly employed by either of them performing work covered by this contract as set forth in the attached specifications. See “Insurance Provisions: in the “Additional Information for Bidders” section for liability limits.
17. INTERPRETATION: It is understood and agreed that in case there is a question of interpretation in the specifications incorporated herein, the County does expressly have the right to determine the meaning and shall control the decision and said decision shall be in every case binding and final.
18. NO PLEA OF IGNORANCE: The Bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County or its Division of Purchase that may exist or that may reasonably be encountered pursuant to this contract will be accepted as a result of failure or omission on the part of the Bidder to fulfill in every respect all the requirements hereunder, nor will the same be accepted under any circumstances as a basis for any type of claim whatsoever for extra charges, for start up costs, or for the rendering of proper service hereunder. Further said claims for charges shall be without prejudice to the County or the Division of Purchase and shall not be honored by said County or Division of Purchase.
19. MISTAKE OF INADVERTENCE: The parties hereto understand and agree that each and every provision of law or clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted said clause shall be deemed to have been inserted and shall have the full force and effect of law.
20. UNCONSTITUTIONALITY: The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal, or invalid, such findings shall neither affect nor impair such provision(s), sentence(s) or clause(s) which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

GENERAL SPECIFICATIONS

21. CHANGES OR DEVIATION: This specification as well as any contract, plans, drawings, exhibits, or schedule to which is attached and made a part of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party and their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits, or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.
22. INCONSISTENCY: The parties agree that any inconsistency between any document(s) which the County is requested to execute by the Vendor and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

SPECIAL NOTES

IRAN DIVESTMENT ACT:

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. This act may be viewed in its entirety at <https://ogs.ny.gov/system/files/documents/2021/12/iran-divestment-act-of-2012.pdf>. Pursuant to SFL § 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that, it will not utilize, on such Contract, any subcontractor that is identified on the prohibited entities list.

Additionally, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Onondaga County receive information that a Bidder/Contractor (or any assignee) is in violation of the above-referenced certification, Onondaga County will offer the Bidder/Contractor (or any assignee) an opportunity to respond. If the Bidder/Contractor (or any assignee) fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Onondaga County 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.

Onondaga County reserves the right to reject any bid or 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.

RUSSIA SANCTIONS - NEW YORK STATE EXECUTIVE ORDERS

New York State Executive Order No. 14 directs State Entities, to the extent practicable, to divest their money and assets and terminate contracts with institutions or companies headquartered in Russia or with their principal place of business in Russia, “protecting New York from financing discrimination against the Ukrainian people”. New York State Executive Order No. 16 directs State Entities to refrain from entering into any new contract or renewing any existing contract with an Entity conducting business operations in Russia until such time as sanctions imposed by the federal government are no longer in effect.

As set forth in Executive Order No. 16, an “Entity conducting business operations in Russia” means “an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.”

Onondaga County has an agreement with a State Entity(ies) for federal and New York State funding for this contract. Therefore, the Bidder/Contractor must comply with the requirements of Executive Orders No. 14 & 16. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract

SPECIAL NOTES

awarded hereunder, the Bidder/Contractor certifies that they: (1) are not conducting business operations in Russia; and (2) are not conducting, will not conduct, and will not engage any such company that conducts, commercial activity with the Russian Government and/or commercial entities headquartered in Russia or with their principal place of business in Russia, in the form of contracting, sales, purchasing, investment, or any business partnership.

Onondaga County reserves the right to reject any bid, proposal, or request for assignment, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract, if found to be in violation of this certification or the Executive Orders.

AVAILABILITY OF RIGHT-OF-WAY:

The Contractor is hereby notified that immediate possession of all sites within the contract limits are available for construction operations.

NO FUEL, STEEL, AND ASPHALT PRICE ADJUSTMENTS

This Contractor understands that there are no pay items in this contract for fuel, steel, and asphalt price adjustments. Accordingly, the cost associated with fuel, steel, and asphalt price adjustments shall be included in all items bid for the work.

MAINTENANCE OF TRAFFIC OVER TEMPORARY BACKFILL MATERIAL

Temporary Backfill Material is defined as granular material that is excavated on site, and approved by the Engineer for use. If the Contractor elects to install and backfill SICPP and SIPCPP as shown on the plans, but not immediately complete the asphalt restoration, temporary backfill material may be used in traffic areas (i.e. pipe excavation crossing Buckley Road, or where pipe excavation crosses intersecting streets) provided that: (a) temporary backfill material is placed and compacted not less than 50 mm higher than the top of select granular fill or crushed stone as shown on the plans; (b) The surface of the temporary backfill material so placed is maintained at this minimum level during the entire time that traffic is being maintained at that location; (c) The additional temporary backfill material is removed and the surface of the select granular fill or crushed stone is finished according to the specified tolerances just prior to the placement of the succeeding course at that location. The remaining select granular fill or crushed stone to be placed shall meet all material requirements.

All such material once removed shall not be placed as select granular fill or crushed stone elsewhere on the project unless it is reprocessed, stockpiled and accepted. It may be used elsewhere as temporary backfill material.

No extra payment will be made for furnishing, placing, maintaining, removing and disposing of the additional thickness of material, or for the temporary backfill material; the cost thereof shall be included in the price bid for Item 619.01, Basic Work Zone Traffic Control.

DRAINAGE TABLE

This contract contains Onondaga County "C" Specifications (see "Specifications For this Contract" under "Additional Information For Bidders" in this proposal book) that pay for various items of work per linear foot. The work included in each "C" specification is estimated on the Drainage Table using the New York State Department of Transportation Standard Specification pay items, which are provided to the Contractor for convenience in developing the per linear foot cost for each "C" specification.

SPECIAL NOTES

The only items found on the Drainage Table that will be paid for in accordance with the New York State Department of Transportation Standard Specifications are: Items 655.1111 and 655.1122.

COORDINATION OF WORK WITH UTILITIES:

No utility work is planned within the project limits during this contract term.

It is the Contractor's responsibility to verify the exact location of all utilities and avoid damaging them. The Contractor will be responsible for any additional utility coordination on this project at no additional cost to the Owner.

BASIC WORK ZONE TRAFFIC CONTROL:

The Contractor shall stage his work in such a way to allow travel on the affected roads within the project limits. The Contractor shall also maintain and protect two-way traffic within the limits of the highway for the duration of the contract, in accordance with all the New York State Standard Specifications for Item 619.01 – Basic Work Zone Traffic Control. The Contractor shall provide and maintain at all times a safe and adequate ingress and egress to and from all private residences and businesses along the roadways throughout the duration of the contract.

The Contractor shall furnish, install, move, remove and maintain signs and barricades in accordance with Part 6 of the National Manual of Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, except that the words "Onondaga County" shall be substituted for "New York State" as shown in the plans or as ordered by the Engineer. All of the Contractor's equipment shall be positioned as not to impede, obstruct, or hinder traffic when not in use.

DRAINAGE:

All existing culverts and ditches within the contract limits are to be kept clean and free flowing for the duration of the contract; payment made under the appropriate erosion control pay items. Payment lines not shown on the plans shall be determined by the Engineer.

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

The Contractor shall maintain the stream flow during construction in accordance with the Contract Drawings and the approved environmental permits.

ELECTRICAL CONTACT AND BACKING RULES:

The following provisions shall apply to all work on the project, including the activities of all subcontractors, independent truckers, owner-operators, etc. All costs involved in satisfying the following provisions shall be included in the price bid for Work Zone Traffic Control requirements of the contract.

- A. A spotter shall be required when backing any vehicle or equipment with restricted visibility to the rear. This rule applies in any location where workers on foot, pedestrians, private vehicles, or other similar hazards may be present.
- B. If the driver loses visual contact with the spotter, the vehicle shall be immediately stopped until visual contact is reestablished.

SPECIAL NOTES

- C. Dump trucks may raise boxes to dump only under the control of a spotter, unless in an area clearly marked to be free of overhead wires and safe for dumping.
- D. Dump trucks must lower boxes prior to moving, except when dumping in to a paver or similar operations under the control of a spotter.
- E. All cranes, backhoes, and similar equipment shall observe all High Voltage Proximity Act requirements, and shall operate under the control of a spotter whenever working in the vicinity of an overhead line.
- F. There are to be no exceptions to these rules. Any drivers or operators who drive or operate in violation of these simple rules are to be removed from the project immediately, and will not be allowed to return to any DOT project.

WINTER MAINTENANCE:

Should unforeseen approved schedule delays occur that result in the project schedule extending beyond 2025, the Contractor shall shut down his operation for the winter months leaving the entire highway system open to traffic. All trench and culvert, and unclassified excavation work, shall be backfilled and fully restored with asphalt in accordance with the specifications and details. The Contractor shall notify his intentions of Winter shutdown to the County in writing one week prior to said shutdown.

CONSTRUCTION ENTRANCE:

A stabilized pad of aggregate underlain with filter cloth shall be positioned at points where traffic will be entering or leaving the construction site staging area to reduce the tracking of soils onto public roads and streets. If necessary, all permits and/or easements shall be secured by the Contractor prior to installing the construction entrance. Location for the construction entrance(s) or a waiver to exclude such construction entrance(s) shall be approved by the County. The cost associated with the construction entrance shall be included in Mobilization, Item 699.04001.

CIVIL RIGHTS REPORTING

The Contractor shall register and use Onondaga County's EEO reporting portal to submit complete, accurate, electronic data for each month, not later than the 15th of the following month. Data shall be current through the end of the last full payroll week for that month, unless otherwise approved by the County Contract Compliance Officer. The requirements shall be as specified in Information for Bidders – Section 3 Onondaga County MBE/WBE and Minority Workforce Requirements.

OSHA 10-HOUR CONSTRUCTION SAFETY & HEALTH COURSE

Provision S1537-A, which is in addition to the NY Labor Law 220, Section 220-h, requires all laborers, workers, and mechanics working on site and receiving prevailing wages to be certified as successfully completing the OSHA 10-Hour Construction Safety and Health Course. This applies to all contracts awarded that exceed \$250,000. The Contractor shall provide proof that his affected workers are certified no later than the submittal of the first certified payroll, and on each succeeding certified payroll where any new or additional employee is first listed.

EXISTING PRIVATE PROPERTY MARKERS

The Contractor's attention is directed to the fact that any existing iron pins, stakes, survey monuments or other markers defining property lines which may be disturbed during construction, shall be properly tied

SPECIAL NOTES

into fixed reference points before being disturbed and accurately reestablished to their proper position upon completion of the work.

The cost of survey to tie and reestablish property marker locations shall be included in the lump sum price bid for Item 625.01 – Survey Operations.

CONSTRUCTION WORK HOURS

Due to the high volume of commuter traffic within the contract limits, and the residential density, the following work hour restrictions shall be strictly enforced unless otherwise approved by the Engineer:

- Weekday work hours: 6:00 a.m. to 8:00 p.m.
- Saturday work hours: 6:00 a.m. to 7:00 p.m.
- No Sunday work hours (unless specifically approved by the Engineer).
- No Nighttime work hours (unless specifically approved by the Engineer on case-by-case basis).
- No short-duration / daily lane restrictions between 7:00 a.m. and 8:00 a.m. and 4:00 p.m. and 6:00 p.m., weekdays.

WORK DAY SCHEDULE RESTRICTIONS

No work shall commence during these holidays or special events periods:

- A) Thursday, July 17th to Sunday, July 20 (Syracuse Nationals).
- B) Tuesday, September 2nd (First Day of School)

CONSTRUCTION SEQUENCING

The Contractor shall begin work at the lowest point of each enclosed drainage system.

When the Contractor, in the course of installing the SICPP or the SIPCPP, advances the work to a distance no less than 40-feet from the upstream drainage structure to be replaced, he shall remove the existing upstream drainage structure and prepare the excavation for the new drainage structure to verify no utility conflicts exist. Should the total length of pipe between the proposed drainage structures be less than 40-feet, the Contractor shall remove the existing upstream drainage structure prior to beginning of pipe installation, and prepare the excavation for the new drainage structure to verify no utility conflicts exist.

Should a utility conflict exist, the Contractor shall adjust the location and/or the depth of the upstream drainage structure to avoid the utility conflict, and at the approval of the Engineer. After the new upstream drainage structure is placed, the Contractor shall only then begin to install the remaining SICPP or SIPCPP, adjust the line and grade of the pipe as approved by the Engineer, and make final connections to the newly placed drainage structure. The cost associated with this construction sequencing work shall be included in all items bid for the work.

TRENCH EXCAVATION

The Contractor is to be fully cognizant of the fact that when excavating trenches adjacent to pavements which are to remain, he/she will be responsible for supporting the excavation from any undermining, settlement, or other damage to the existing pavement. In the event that any such undermining, settlement or damage does occur, the Contractor shall take immediate corrective action, as approved by the Engineer, which may result in the removal and replacement of the pavement at the Contractor's expense.

SPECIAL NOTES

No separate payment will be made for the installation of temporary sheeting or other methods necessary for supporting trench and culvert excavations. The Contractor shall include any cost for this work in the prices bid for all items contained in this contract.

EXISTING ROADS

Existing roads used for the hauling of materials or equipment shall be kept free from debris and maintained by the Contractor and left in a condition satisfactory to the Engineer. The Contractor is warned that he/she shall be held responsible for any damage to existing roads caused by the operation of his equipment, and that adequate repairs for such damage shall be required at his/her expense.

HOT MIX ASPHALT - PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 404 Asphalt Pavement items in this contract.

PG BINDER

Use a PG 64S-22 (Standard) meeting the requirements of AASHTO M 332, Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR), for the production of asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a crosslinking agent for polymer modification.

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **75 gyrations**.

Note: The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the asphalt mixture shall be discussed at pre-construction and pre-paving meetings.

EXISTING VEGETATION

The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc., which is not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near the construction limits according to the instructions of the Engineer.

ULTRA LOW SULFUR DIESEL FUEL

In order to reduce diesel emissions, the Contractor shall use Ultra Low Sulfur Diesel (ULSD) fuel to

SPECIAL NOTES

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 whenever possible. The Contractor will be notified when any diesel powered construction equipment is in non-compliance. Noncompliance shall be corrected within a 24-hour period.

REPORTING SPILLS, DISCHARGES AND / OR CONTAMINATED SOILS

The Contractor shall be responsible for reporting any findings of spills, leaks of petroleum products, contaminated soils, buried drums of unknown substances, or any other potentially hazardous materials to the NYSDEC within two (2) hours of the discovery. Notification can be made by calling NYSDEC Hotline number (518) 457-7362.

ENGINEER’S FIELD OFFICE:
NOT USED

SPECIAL CONDITIONS

LAWS, PERMITS AND LICENSES: Section 107-01 of the New York State Standard Specifications requires the Contractor to observe all federal, state, and Onondaga County laws and regulations. The following is a list of some of the laws and regulations which may affect the Contractor's operations on this project. This information is provided as a convenience to bidders and contractors. It is not intended to be all inclusive and does not relieve the Contractor of his responsibility to determine which federal, state, and local laws and regulations apply to his operations on his contract and to comply with them.

- Article 23, Title 27 of the Environmental Conservation Law, known as the "New York State Mined Land Reclamation Law", regulates borrow pits and aggregate sources outside state project areas where more than one thousand tons of minerals are removed from the earth within any twelve successive calendar months. Applications for permits to operate such facilities must be made to the New York State Department of Environmental Conservation.

- Industrial Code Rule No. 53, as amended, issued by the State of New York Department of Labor, Board of Standards and Appeals, regulates the reporting of construction, excavation and demolition operations at or near underground facilities.

- Article 24, Freshwater Wetland Act, an Act amending the Environmental Conservation Law, in relation to the regulation, management, protection and conservation of the freshwater wetlands of the State. This Act would require the Contractor to secure a permit from the clerk of the local government having jurisdiction or the State Department of Environmental Conservation if he wishes to undertake any regulated activities (such as excavation of borrow or disposal of spoil material) upon freshwater wetlands as designated by the Commissioner of Environmental Conservation.

- Chapter 418 of the Laws of 1975 added a new Section 380-a to the Vehicle and Traffic Law requiring covering of vehicles transporting loose material except under certain circumstances. The New York State Department of Transportation has promulgated Rules and Regulations concerning the Covering of Loose Cargo which may be found in 17 NYCRR, Part 158.

All costs associated with the compliance of all laws, regulations and ordinances shall be included in the prices bid for the respective contract items involved unless otherwise provided for in the Contract.

The parties hereto understand and agree that each and every provision of law or clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted said clause shall be deemed to have been inserted and shall have the full force and effect of law.

SPECIAL CONDITIONS

The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal, or invalid, such finds shall neither affect nor impair such provision(s), sentence(s), or clause(s) which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

DEFINITIONS AND TERMS:

Same as Section 101 of the New York State Department of Transportation Standard Specifications.

References to the County's representative, and County personnel shall hereinafter be made as the "Engineer".

Under this contract the New York State Department of Transportation Standard Specifications are amended as follows:

Under Section 101 – 02 Definitions of Terms

1. Chief Engineer or Deputy Chief Engineer
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Deputy Commissioner of Transportation-Engineering of the Onondaga County Department of Transportation" or his authorized representative.
2. Commissioner
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Commissioner of the Onondaga County Department of Transportation".
3. Comptroller
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Onondaga County Purchasing Director".
4. Department
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Onondaga County Department of Transportation" and may also be used to mean the "Commissioner of the Onondaga County Department of Transportation" or his authorized representative.
5. Departmental Geotechnical Engineer
Delete the stated definition. The "Commissioner of the Onondaga County Department of Transportation" or his authorized representatives shall be responsible and is in charge of all engineering and construction work on this contract.
6. Departmental Engineering Geologist
Delete the stated definition and substitute the same definition as above for Departmental Geotechnical Engineer.

SPECIAL CONDITIONS

7. Division
Delete the stated definition and insert: “Onondaga County Department of Transportation”.
8. Engineer or Engineer-in-Charge or Project Engineer
Delete the stated definition. These terms shall mean the Principal Engineering Consultant representing the County of Onondaga for the purpose of carrying out and supervising the execution of the contract under the direction of the Onondaga County Commissioner of Transportation. When a Consulting Engineer is not so representing the County for the contract, the term Engineer shall mean the Commissioner of Transportation.
9. Final Agreement
Delete “State of New York, Department of Transportation” and substitute “Onondaga County Department of Transportation”.
10. Inspector
Delete “The Department of Transportation” and substitute “The authorized representative of the Onondaga County Department of Transportation”.
11. Materials Bureau
Delete the words “Department’s Materials Bureau” and the stated definition and substitute “The Onondaga County Department of Transportation has the responsibility in the quality assurance for materials to be used on the contract.”
12. Regional Director
Delete the stated definition and substitute: “When used, means the Commissioner of the Onondaga County Department of Transportation”.
13. State or State of New York
When used means the State of New York, EXCEPT when in reference to the contracting agency, delete the stated definition and substitute: “When used, means Onondaga County, represented by the Onondaga County Department of Transportation through the Commissioner of the Onondaga County Department of Transportation”.

Under Section 102 – Bidding Requirements and Conditions

14. Location of Regional Offices
Delete entire subsection – not applicable
15. Bid Deposit
Delete from the second and third lines the words “State of New York” and substitute “Onondaga County”. Delete from the third line “Department’s” and substitute “Onondaga County Department of Transportation’s”.

SPECIAL CONDITIONS

Terminology

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where 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.

Whenever figures are given after the word “Elevation” or an abbreviation of it, they shall mean the distance in feet above the datum established by the Engineer for this contract.

PRECONSTRUCTION CONFERENCE: The Contractor shall conduct a Preconstruction Conference with ten (10) days of award of the contract. The Conference shall include representatives of the Contractor, Subcontractor, the County of Onondaga, utility companies listed in the section “Work By Utility Companies” of the Special Conditions and others as determined by the Engineer. The purpose of the conference shall be to coordinate work schedules with the utility companies and other interested parties.

UTILITIES: The Contractor’s attention is called to the possible existence of potential public and municipal utilities along this project. It is the Contractor’s responsibility to verify the exact locations of any existing utilities and avoid damaging them.

The Contractor shall comply with the requirements of Title 12, Part 53, of the New York Code of Rules and Regulations entitled “Construction Excavation and Demolition Operation at/or near Underground Facilities”. Any utilities damaged through carelessness or negligence of the Contractor shall be replaced by him at his own expense with materials of equal size and quality. He is to cooperate with the Owners of various utilities in order to progress the work in the most efficient manner.

All costs associated with verification of the location of underground facilities pursuant to Industrial Code Rule No. 53, as amended, shall be included in the prices bid for the respective contract items involved unless separate payment is otherwise provided for in the Contract.

Where existing utilities are located within the contract limits, the Contractor will be required to give the various owning companies or authorities at least seven (7) days written notice before doing any work adjacent to, or which may interfere with the operation of, such utilities. Copies of all such notices shall be simultaneously sent to the Engineer. Utilities encountered during the work

SPECIAL CONDITIONS

shall be maintained and protected in their existing locations until otherwise provided for. If service or utility lines not shown on the plans are encountered, demolition, excavation and grading shall be done with caution in order that these services not be disturbed. Damage by the Contractor to privately owned utilities shall in all cases be the responsibility of the Contractor.

WORK BY UTILITY COMPANIES:

Refer to Special Notes – Coordination of Work with Utilities.

COORDINATION OF WORK WITH OTHERS

No other work is planned within the project limits during the anticipated term of the agreement.

PROTECTION OR REMOVAL BY OTHERS: The Contractor shall not permit nor cause any hindrance to or interference with any individual, municipal, department, public service corporation or other company or companies in protecting its or their mains, pipes, poles, posts or other structure, nor in shifting, removing or replacing the same; but the Contractor shall suffer the said individual, department, company or companies to take all such measures as they may deem wise or as may become necessary for the purposes aforesaid.

MISCELLANEOUS DRAINAGE LINES: The Contractor will be required to “tie-in” all existing sump discharge lines and other drainage lines encountered in the construction of this contract. These connections will be made to the new drainage structure, storm sewer, or open nearby ditch in a method approved by the Engineer; i.e. fabricated tees, wyes, nipples, saddles, etc. The Engineer shall not allow just a hole cut into the storm sewer and the drainage line inserted.

No payment will be made for labor, materials, and equipment used or work done to “tie-in” these drainagelines. The Contractor agrees that he has included the above paragraph in his prices bid for the other various items in the contract.

CONTRACTOR’S STATUS:

Contractor’s Address: Both the address given in the proposal upon which this contract is founded and the Contractor’s office at or near the site of the work are hereby designated as places to either of which notice, letters, or other communications to the Contractor may be delivered. The delivering at either of the above named places, or depositing in a postpaid wrapper, directed to either of the above places, in any post office box regularly maintained by the U.S. Postal Department, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing executed by the Contractor and addressed for delivery to the County.

Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor or his authorized representative personally.

SPECIAL CONDITIONS

Representations of Contractor: The Contractor represents and warrants:

- (a) That he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplied, or equipment, to be so performed or furnished by him; and
- (b) That he is familiar with all Federal, State, Municipal and Department laws, ordinances, and regulations, which may in any way affect the work or those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- (c) That such temporary and permanent work required by the contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and
- (d) That he has carefully examined the Plans, the Specifications, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance; and
- (e) That if a corporation is not incorporated under the laws of the State of New York, it shall comply with the provisions of Article 13 of the Business Corporation Law.

PRESERVATION OF PROPERTY: The Contractor shall at his own cost and expense sustain in their place and permanently protect from direct or indirect injury and all structures, sewers, pipes and utilities in the vicinity of his work, whether over or underground, for which appear within the excavations, and he shall assume all costs and expenses for direct and indirect damage which may be occasioned to any of them. His liability shall also include the damage or injury due to settlement of grades, trenches or excavations or to settlement or lateral movement of the sides of such grades, trenches or excavations. The Contractor's liability shall continue until the expiration of the one year guarantee provided for in this contract.

In case of injury to any portion of a sewer, pipeline, or other structure or to the material surrounding or supporting the same, through blasting or otherwise, the Contractor shall immediately notify the Engineer, and, at his own expense shall remove such injured work and shall rebuild the sewer, pipeline, or other structure and shall replace the material surrounding and supporting the same, or shall furnish such materials and perform such work of repairs or replacements as the Engineer may order. The Contractor's liability shall continue until the expiration of the eighteen (18) months guarantee provided for in this contract.

SPECIAL CONDITIONS

CORRECTION OF WORK: If the work, or any portion thereof, shall be damaged in any way or if defects not readily detected by inspection shall develop before the final completion and acceptance of the entire work, the Contractor shall forthwith make good, without additional compensation, such damage or defect, all in a manner satisfactory to the Engineer.

All material or equipment which develops defects, before the final completion of the entire work shall be removed and replaced by the Contractor, notwithstanding that it may have previously passed the prescribed inspections and tests.

If the Contractor shall fail to replace any defective or damaged work, material or equipment within a reasonable time after receiving notice, the Engineer may cause such work, material or equipment to be replaced by other parties, the expense thereof shall be charged to the Contractor and the amount deducted from any moneys due or to become due the Contractor.

Any materials brought upon the ground for use in the work, which shall be condemned by the Engineer as unsuitable or not in conformity with the contract documents, shall be immediately removed by the Contractor from the site of the work.

Failure or omission on the part of the Engineer or any of his assistants or agents to condemn defective or inferior work, material or equipment, shall not imply acceptance of the work, material or equipment or release the Contractor from the obligations of tearing out, removing and properly replacing the defective or inferior work, materials or equipment without compensation and at his own cost and expense at any time, upon the discovery of said defective or inferior work, material or equipment, prior to the final acceptance of the work under this contract and the release of the Contractor by the County, notwithstanding that such work, material or such equipment may have been estimated for payment or that partial payments may have been made on the same.

FIRST AID: The Contractor shall provide such equipment and facilities as are necessary or required, in case of accident, for first aid service to any person who may be injured in the progress of the work and he shall have standing arrangements for the removal and hospital treatment of any employee who may be injured or who may become ill.

The Contractor must report immediately to the Engineer every accident to persons or damage to property; and shall furnish in writing, full information, including testimony of witnesses regarding any and all accidents.

SAFETY EQUIPMENT: The Onondaga County Department of Transportation's policy on safety equipment states that a hard hat, reflective safety vest and steel-toed leather workboots be worn at all times while on a construction project. The Contractor, Subcontractors and their assigns shall adhere to this policy for the duration of this contract.

MAINTAINING TRAFFIC: The Contractor shall maintain and protect two-way traffic, within the limits of the highway, for the entire length of the contract and for the duration of the contract, in accordance with all the New York State Standard Specifications for Item 619.01 – Basic Work

SPECIAL CONDITIONS

Zone Traffic Control unless otherwise shown on the Contract Documents. The Contractor shall provide and maintain at all times a safe and adequate ingress and egress to and from all private residences and businesses along the roadways throughout the duration of the contract.

The Contractor shall furnish, install, move, remove and maintain signs and barricades in accordance with Part 6 of the National Manual of Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, except that the words "Onondaga County" shall be substituted for "New York State" as shown in the plans or as ordered by the Engineer. All of the Contractor's equipment shall be positioned as not to impede, obstruct, or hinder traffic when not in use.

ABSENCE OF INSPECTOR: No backfilling or covering of underground work shall be done and no concrete or pavement course, base course, or subbase course shall be placed until after an inspection or test by the Engineer or his inspector has been made and the work approved. If such work is covered in the absence of an inspector, it shall be uncovered to such extent as directed or removed and replaced by the Contractor at his expense. If work is ordered stopped, no more work shall be done until such order is withdrawn.

PRIVATE LANDS: The Contractor shall not, except after consent from the proper parties, enter upon or occupy with men, tools, or materials any land outside that owned or taken by the County.

All work in connection with the contract within or bordering on private or public property shall be conducted in such manner as will cause the minimum inconvenience and disturbance to it. No excavation or supplies shall be stored on private or public premises without the County's consent, and all walks and driveways shall be kept open to uninterrupted passage.

NIGHT WORK: Work after dark will not be permitted without the permission of the Commissioner of Transportation.

ACCESS TO WORK: The County, their Engineers, Inspectors, Agents and other employees, shall for any purpose, and any other parties who may enter into contracts with the County for doing work within the territory covered by this Contract shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. The Contractor shall, whenever so requested give the Engineer access to the proper invoices, bills of lading, etc., and shall provide scales and assistance for weighing or other assistance for measuring and testing any of the materials.

COLLATERAL WORK: The County may execute this project by awarding other contracts, the work under which will proceed simultaneously with the execution of this contract. The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep himself informed of the progress, and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors, where such delay or such defective workmanship will interfere with his own operations. Failure of a Contractor to keep informed of the work progressing on the site, and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

SPECIAL CONDITIONS

GRAVEL BROUGHT TO JOB SITE: The Contractor's attention is directed to the fact that all gravels, regardless of item, shall meet the gradation specifications when brought on the job site. Any "scalping", crushing or blending shall be completed at the source of the material.

HAULING OVER COMPLETED PAVEMENT: If, during the course of construction, circumstances require hauling over any completed pavements, it is to be noted that in order to prevent possible damage to completed work, the Contractor is forbidden to haul over legal loads over any of the completed pavement and/or structures. This also applies to all heavy equipment.

DAMAGE CLAIMS: The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein. If the Contractor claims compensation for any damage sustained other than damage for delay, he shall within one week after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained, and shall on or before the 10th day of the month succeeding that in which such damage shall have been sustained, file with the Engineer an itemized statement of the details and amounts of such damage and unless such statement shall be made as so required, his claim for compensation shall be forfeited and invalid and he shall not be entitled to payment on account of any damage.

CONTRACTOR'S TITLE TO MATERIAL: No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

CLEANING STRUCTURES, SITE AND DRAINAGE: As the work progresses all rubbish, refuse, unused materials and tools left at the site as the result of the work of the Contractor shall be removed from the site. The site shall be left in a neat and orderly condition. Whenever the clearing of rubbish from, or the repairing of streets, roadways, passageways or areas, or the repairing of fences or damages is neglected, the Engineer will give notice to that effect to the Contractor and if such is not removed or if said repairing is not done within five days thereafter, or if the Contractor does not at once take the necessary precautions to insure safety of travel, the Engineer may employ other parties to do such work and the expense may become due to the Contractor.

All existing culverts, catch basins, storm sewers, and ditches within the contract limits are to be cleaned and kept clean and free flowing for the duration of the contract. Payment lines not shown on the plans shall be determined by the Engineer.

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

OLD MATERIALS: All materials removed from old construction and all materials or articles of value found in the excavation or on the site of the work shall be brought to the attention of the Engineer, and if he shall so order, shall be the property of the County, and shall be carefully preserved for future use. If not claimed by the County, such material or articles shall be removed and disposed of by the Contractor at his own expense.

PROTECTION OF CONSTRUCTION SITE: Obstructions, openings and the area where work is being carried on shall be adequately barricaded and lighted to protect the traveling public, both

SPECIAL CONDITIONS

vehicular and pedestrian.

Lighting for obstructions, etc., should include flashing amber lights having a minimum 1,000 candle power, illuminated 25% of the time.

All lights and reflectors on barricades and equipment should be amber colored to avoid confusion with vehicular tail lights. Signs should be mounted at sufficient heights to allow ease of reading. Signs and barricades must withstand maximum expected wind gusts in the area.

Prior to the commencement of work, the Contractor shall submit in writing to the Engineer for his approval, his detailed plan for Work Zone Traffic Control and for Protection of Construction Site.

The Contractor is fully responsible for protection of the construction site and for "Work Zone Traffic Control". Approval by the Engineer of the Contractor's plans for Protection of Construction Site and "Work Zone Traffic Control" does not relieve the Contractor of these responsibilities.

It is intended that these requirements for "Protection of Construction Site" shall supplement the requirements of Section 619, "Work Zone Traffic Control".

PROTECTION OF WORK: The Contractor shall protect from possible injury for the duration of the contract all existing work and work done on or adjacent to the site. He shall be responsible for the repair, or replacement of any material, structure or property damaged up to the time of acceptance of the work by the County.

The Contractor shall take particular care to avoid injuring, defacing or marring adjacent pavement, curbs, or sidewalks. He shall protect all adjacent pavement, curbs and sidewalks and shall, at his own expense, replace or repair to the satisfaction of the Engineer, all pavement, curb and sidewalk injured, defaced or marred in connection with the contract.

Wherever the Contractor removes or damages existing fences to accommodate the installation of new work, he shall restore them to their original condition. No direct payment will be made for this work, but the cost thereof shall be deemed included in the various items of work in the contract.

The Contractor shall obtain permission from the owners of a property before entering upon the property for any reason whatsoever.

DRIVEWAYS: Driveways shall be constructed or adjusted, where shown on the plans or A.O.B.E. to conform to the State of New York Department of Transportation, "Policy and Standards for the Design of Entrances to State Highways" as adopted January 15, 2015.

DATUM: All elevations shown are referenced to NAVD 88.

SHOP AND SETTING DRAWINGS AND CATALOGUE DATA:

A. General. "Shop and Setting Drawings" or "Working Drawings" or "Catalogue Data" shall be supplied for each and every fabricated item or part and for all materials incorporated into the Project. Drawings and data shall be submitted sufficiently in advance of the work to permit proper review, including time for necessary revisions and resubmittals. Delay to the work caused by late submission of Shop Drawings shall be the responsibility of the Contractor making such late submission.

Shop and setting drawings shall present complete and accurate information relative to all working

SPECIAL CONDITIONS

dimensions, equipment weight assembly and sectional view, all the necessary details, pertaining to coordinating the work of the Contract, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, no-scale control diagrams for control wiring and control piping, and any other items of information that are required to demonstrate detail compliance with the Plans and Specifications. Each drawing shall be dated and shall show the name of the Project, Contract Number and the name of the manufacturer of the equipment covered by the drawing or drawings. The Engineer will not review any drawings that are not properly identified or that do not contain complete data on the work or that have not been checked, stamped and signed by the Contractor for compliance with the Contract Documents.

The Engineer's review of the Contractor's Shop Drawings signifies only that such drawings appear to be in substantial conformity with the Contract Drawings and Specifications or with the Engineer's instructions. Such review does not indicate approval of every detail of the drawings nor of the work methods of the Contractor which are indicated thereon. Regardless of the corrections made in or made of such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings, for their conformity to the Plans and Specifications and for the proper fitting and construction of the work.

No work covered by shop and setting drawings shall be done until the drawings have been reviewed by the Engineer. No payment shall be made on any item for which acceptable submittals are not received by the Engineer.

B. Substitutes and "Or-Equal" Items. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that "no like, equivalent 'or-equal' item" or "no substitution is permitted", other items of material or equipment or material or equipment of other Suppliers may be accepted by Engineer under the following circumstances:

1. "Or-Equal". If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
2. Substitute Items. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following and as Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for

SPECIAL CONDITIONS

by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. If the substitute item requires modifications to any existing features or to any proposed work, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other Contractor's. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

3. Engineer's Evaluation. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutes proposed or submitted by Contractor and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. Engineer charges shall be at the same rates Engineer charges for such services to the Owner.
4. Contractor's Expense. All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense. In order to aid the Engineer in determining the equality of a proposed "or-equal" or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Engineer. Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each such proposed substitute item. The costs for evaluating proposed substitute items shall be deducted from the Owner's payment to the Contractor.

SPECIAL CONDITIONS

INSPECTION AND TESTING:

General: It is the intent of these specifications that materials of construction shall be obtained from approved sources of the New York State Department of Transportation. Tests made by this agency are acceptable to the Onondaga County Department of Transportation. This shall in no way, preclude the County from requiring retesting or additional tests if in the opinion of the Engineer it is in the best interests of the County to do so.

When inspections, tests, analyses, etc., are required by the plans or specifications or ordered by the Engineer in accordance with the plans or specifications, they shall be performed at the Contractor's expense unless otherwise noted herein or as specifically ordered by the Specifications.

Requirements for Materials:

All materials used in the work shall meet the quality requirements described in Section 700 of the "New York State Department of Transportation Standard Specifications (US Customary Units)", unless the same are altered by specific requirements under any itemized specification or by notes shown upon the plans, or in the proposal.

It shall be the responsibility of the Contractor to advise the County of the sources of proposed materials sufficiently in advance of their use so that proper tests may be made.

Immediately upon award of the contract, the Contractor shall furnish in writing to the County the sources of supply, types of all items and kinds of materials which he proposes to use in the work. No change shall be made in the sources of supply or kinds of materials or in the type of any item except upon written approval by the County.

Unless otherwise designated, when a reference is made in these specifications to a specification or test designation either of the AASHTO, ASTM, Federal Specifications, or any other recognized non-proprietary national organization, it shall mean the specification or test method (including Interim AASHTO and Tentative ASTM) which is current on the date of advertisement for bids.

Unless otherwise designated, when a reference is made in the "New York State Manual of Uniform Traffic Control Devices" it shall mean the edition, as amended, which is current on the date of advertisement for bids.

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection, shall be immediately removed from the site of work. Materials shall be so stored as to insure the preservation of their quality and fitness for work. Stored materials, even though accepted before storage, shall be inspected prior to their use in the work and shall meet the requirements of the contract at the time of their use.

SPECIAL CONDITIONS

Shop Drawings:

See *Table of Material Testing / Certifications / Shop Drawings* at the end of this section for Items that require Shop Drawings.

Shop drawings for the items specified above must be submitted to the Engineer for approval. The Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any other Contractor, a minimum of five (5) sets of all shop drawings required and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with him corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings.

Material Certifications:

See *Table of Material Testing / Certifications / Shop Drawings* at the end of this section for Items that require Material Specifications.

Procedures for Material Certifications:

A Material Certification is required for each actual delivery of material to the site. The certification shall include the following information:

- 1) Material name and Item number
- 2) Contractor's name and job location
- 3) Manufacturer's name, address and telephone number.
- 4) Certification from the manufacturer that the materials comply with the appropriate specifications. Also there shall be a statement as to domestic origin.
- 5) Certification must be signed by a person who will legally bind the company indicated by a statement or title of his position in the company.
- 6) Quantity being shipped.
- 7) Date of Delivery

Delivery Tickets:

See *Table of Material Testing / Certifications / Shop Drawings* at the end of this section for Items that require Delivery Tickets.

Procedure for Delivery Tickets:

All deliveries to the site for the above referenced items shall be accompanied by a delivery ticket. The delivery ticket shall include the following information:

- 1) Material Name
- 2) Contractor's name and job location.
- 3) Supplier name, address, and telephone number.
- 4) Quantity being delivered.

SPECIAL CONDITIONS

5) Date of Delivery

Plant Testing:

See *Table of Material Testing / Certifications / Shop Drawings* at the end of this section for Items that require Plant Testing.

NYSDOT Material and Equipment Approved Lists:

See *Table of Material Testing / Certifications / Shop Drawings* at the end of this section for Items that are required to be on the Approved List.

Excavation: Tests are required by the General Specifications, Section 106-02 Quality Requirements of the New York State Department of Transportation's "Standard Specifications", shall be performed by an approved laboratory.

Compaction curves shall be developed for each type of soil and each different source of soil proposed for use in the density on compaction test shall be done by an approved testing laboratory.

Field control samples including those for moisture determination shall be both taken and tested by an approved laboratory as required by the Engineer during the construction of the embankment. If the soil is suitable, in the opinion of the Engineer, Proctor needle tests may be substituted for the field control samples. In such event, the development of the compaction curves shall include a calibration for the needle test, and the Contractor shall furnish a needle and suitable needle points for the use of the Engineer in the field.

Fine Aggregates, Coarse Aggregates Sands, Mineral Filler Stone, Gravel, Slag: All fine aggregates, coarse aggregates, sands, mineral filler, stone, gravel, slag and similar materials shall be tested prior to their incorporation in the work as required by the plans and specifications, or as directed by the Engineer. Certified sieve analysis shall be submitted from the supplier to ascertain gradation requirements.

Sieve analysis and moisture determinations shall be both taken and tested by an approved laboratory as required by the Engineer during the course of the work.

GROUNDWATER: The Contractor's attention is directed to the necessity of recognizing the elevation of groundwater so that he will progress his work with full knowledge of water being present. Any cost involved in keeping the site free from water shall be included in the price bid for the various items in the contract.

QUALITY OF CONCRETE:

Quality of Concrete: All concrete used on this project shall meet the requirements of "New York State Department of Transportation Standard Specifications (US Customary Units)", and in addition to these requirements, shall have a minimum twenty-eight (28) day strength of 3,000 pounds per square inch, unless otherwise shown on the plans or indicated in the specifications.

Slump tests shall meet the requirements of the "New York State Department of Transportation Standard Specifications (US Customary Units)". Crushed gravel for Coarse Aggregates shall not

SPECIAL CONDITIONS

be used unless approved in writing by the Chief Engineer.

Test Cylinders: Four compression test cylinders shall be made from each daily concrete pour over six (6) cubic yards, under the supervision of the Engineer, and one of each pair shall be crushed at seven days and other at twenty-eight (28) days. This work shall be done at a laboratory approved by the Chief Engineer, and reports shall be sent to the Engineer.

Composition of Concrete Items: In the composition of all concrete items in this concrete, it is intended that the cement type shall be Portland Cement Type 2 plus an approved air entraining agent added at the time of mixing.

CONTINGENCY ITEMS: The plans do not require the use of the following items, however the Contractor is to bid on the quantities shown in the proposal for use if required as determined by the Engineer:

C603.981202	12" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C603.981502	15" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C603.983001	30" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C605.98101202	12" SIPCPC UNDERDRAIN (Greater than 4.0' to 6.0' Depth)
C605.98101802	18" SIPCPC STORM DRAIN (Greater than 4.0' to 6.0' Depth)

ROADSIDE DEVELOPMENT:

NOT USED

FORCE ACCOUNT WORK:

No force account work has been identified.

PERMITS:

NOT USED

HIGHWAY WORK PERMITS:

NOT USED

SPECIAL CONDITIONS

TABLE OF MATERIAL TESTING / CERTIFICATIONS / SHOP DRAWINGS

Cert = Manufacturer's Certification, Misc. Certs., Data Sheets, Etc.
 Plant = Plant Inspection, Beams, Drain Str., Stockpiles, Etc.
 Field = Compaction, Air & Slump, Etc.
 List = NYSDOT Approved List
 USA = Buy America
 Shop = Shop Drawings, Detail Drawings, Working Drawings

CONSTRUCTION MATERIALS INSPECTION CHECKLIST								
ITEM NUMBER	ITEM DESCRIPTION	MATERIAL USED	Cert	Plant	Field	List	USA	Shop
C203.021X	Concrete Gutter Removal with Restoration	Select Granular Fill Asphalt Base Course	X X	X X	X X	 X		
C603.98XXYY	XX " SICPP STORM DRAIN	Select Granular Fill Asphalt Base Course SICPP Galvanized End Sections	X X X X	X X	X X	 X X X		
C604.30XXYY	TYPE "XX" DRAINAGE STRUCTURE	Select Granular Fill Asphalt Base Course Rectangular Drain Structure	X X X	X X	X X	 X X		X
C605.9810XXYY	XX " SICPP UNDERDRAIN	Geotextile Drainage Crushed Stone SICPP Select Granular Fill Asphalt Base Course	X X X X X	 X X X	 X X X X	X X X X		
619.01	BASIC WORK ZONE TRAFFIC CONTROL		X			X		
625.01	SURVEY OPERATIONS		X					
655.1111	WELDED FRAME & RETICULINE GRATE #11		X			X		
655.1122	WELDED FRAME & RETICULINE GRATE #22		X			X		
697.03	FIELD CHANGE PAYMENT							
699.040001	MOBILIZATION							

SPECIAL SPECIFICATIONS

C203.0211	CONCRETE GUTTER REMOVAL
C203.0212	CONCRETE GUTTER REMOVAL DRIVEWAYS
C603.98121	12" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C603.98122	12" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C603.98151	15" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C603.98152	15" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C603.98181	18" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C603.98182	18" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C603.98241	24" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C603.98242	24" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C603.98301	30" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C603.98302	30" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C604.301911	TYPE S DRAINAGE STR W/ #11 WELDED FRAME (Inside Dim 24x32)
C604.302122	TYPE U DRAINAGE STR W/ #22 WELDED FRAME (Inside Dim 34x38)
C605.98101201	12" SICPP UNDERDRAIN (Less than or Equal to 4.0' Depth)
C605.98101202	12" SICPP UNDERDRAIN (Greater than 4.0' to 6.0' Depth)
C605.98101501	15" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C605.98101502	15" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C605.98101801	18" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C605.98101802	18" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)
C605.98102401	24" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)
C605.98102402	24" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)

ITEM C203.021X – CONCRETE GUTTER REMOVAL WITH RESTORATION

C203-1 DESCRIPTION The work shall comply with Section 203-1 of the current New York State Department of Transportation Standard Specifications, and amended to include saw cutting, unclassified excavation and disposal, select granular fill, and pavement restoration; the work shall comply with these specifications and the contract plans.

C203-2 MATERIALS

The materials shall comply with Section 203-2 (Select Granular Fill) and 404-2 (Asphalt) of the current New York State Department of Transportation Standard Specifications, and amended to include the following:

Temporary Backfill Material is defined as granular material that is excavated on site, and approved by the Engineer for use as temporary backfill.

C203-3 CONSTRUCTION DETAILS

The work shall comply with Section 203-3 (Unclassified Excavation & Disposal, and Select Granular Fill) and 404-3 (Asphalt) of the current New York State Department of Transportation Standard Specifications, and amended to include the following:

See Details for: Concrete Gutter Removal with Restoration (for Lawn Areas, and for Driveway Areas).

The Contractor may proceed with the work with the intent to place the asphalt base courses as a separate operation at a later date, however excavations that are not backfilled to existing grade, or drop-offs, are not permitted beyond one (1) week. Should the Contractor elect to place the asphalt base courses beyond one (1) week, the existing excavation depth in which the asphalt base courses are to be placed shall be backfilled to existing ground surface with Temporary Backfill Material, and later removed and disposed of when preparing for the placement of asphalt base courses.

C203-4 METHOD OF MEASUREMENT

The method of measurement will be per linear foot of concrete gutter removed with restoration. The measurement will be rounded to the nearest foot.

While the Method of Measurement is described above, the table below includes below contains estimated quantities based upon the use of standard New York State Department of Transportation pay items; these items and quantities are provided to the Contractor as a convenience for developing a bid price.

QUANTITIES FOR REMOVE AND RESTORE CONCRETE GUTTERS						
ITEM	DESCRIPTION	UNIT	NEAT	PROPOSED		
203.02	UNCLASSIFIED EXCAVATION	CY	504	529		
203.07	SELECT GRANULAR FILL	CY	305	311		
404.3789	37.5 F9 BASE COURSE ASPHALT 80 SERIES COMPACTION	TON	740	799		
627.5014001	CUTTING PAVEMENT	LF	4955	5,351		

C203-5 BASIS OF PAYMENT

The basis of payment shall include saw cutting, unclassified excavation and disposal, select granular fill, temporary backfill material, and asphalt pavement restoration.

Progress payments will be made to the extent of 85% of the price bid for the satisfactory completion of all work except pavement restoration, as long as the excavation depth in which the asphalt base courses are to be placed is backfilled to the existing ground surface with temporary backfill material acceptable to the Engineer. The remaining 15% will be paid upon completion of the pavement restoration. No separate payment will be made to the Contractor for the furnishing, placing, removing, and disposing of the Temporary Backfill Material.

Include the cost of adding water for compaction in the price bid.

Payment will be made under

Item No.	Item No.	Pay Unit
C203.0211	Concrete Gutter Removal with Restoration, Lawn Areas	Linear Foot
C203.0212	Concrete Gutter Removal with Restoration, Driveway Areas	Linear Foot

C603.98XXYY – EXCAVATE, AND INSTALL SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE (SICPP) WITH RESTORATION

C603-1 DESCRIPTION. The work shall comply with Section 603-1 of the current New York State Department of Transportation Standard Specifications, and as amended to include saw cutting, trench and culvert excavation, furnishing and installing SICPP (storm drain), select granular fill, galvanized end sections, and pavement restoration in accordance with these specifications, and the contract plans.

C603-2 MATERIALS

The materials shall comply with the current New York State Department of Transportation Standard Specification sections listed below:

- Section 203-2 Select Granular Fill
- Section 404-2 Asphalt
- Section 603-2 Culverts and Storm Drains
- Section 707-10 Galvanized Steel End Sections

The above listed sections shall be amended to include the following:

Temporary Backfill Material is defined as granular material that is excavated on site, and approved by the Engineer for use.

C603-3 CONSTRUCTION DETAILS

The work shall comply with the current New York State Department of Transportation Standard Specification sections listed below:

- Section 203-3 Select Granular Fill
- Section 206-3 Trench and Culvert Excavation
- Section 404-3 Asphalt
- Section 603-3 Culverts and Storm Drains

The above listed sections shall be amended to include the following:

See Detail entitled: C603.98XXYY: Excavate, and Install Smooth Interior Corrugated Polyethylene Pipe (SICPP) with Restoration.

The Contractor may proceed with the work with the intent to place the asphalt base courses as a separate operation at a later date, however no open excavations or drop-offs are permitted. In such a case, the existing excavation depth in which the asphalt base courses are to be placed shall be backfilled immediately to the existing ground surface with Temporary Backfill Material, and later removed and disposed of in preparation for the placement of asphalt base courses. See Special Note.

C603-4 METHOD OF MEASUREMENT

The method of measurement will include both the length of storm drain pipe installed and the average excavation depth for payment. All materials are to be furnished and incorporated into the work in accordance with the contract documents.

The storm drain pipe will be measured per linear foot installed.

The average excavation depth will be measured to the nearest tenth of a foot as measured from the installed storm drain pipe invert elevation to the existing ground surface (excluding pipe bedding) along the centerline of pipe. To further calculate the average excavation depth, three measurements will be taken along each pipe run: one measurement at each end, and one measurement at the midpoint of the pipe run; the results will be averaged to determine the average excavation depth. Note: A pipe run shall be defined as the total linear feet of pipe installed 1) between drainage structures, 2) between drainage structure and pipe outleting to slope, or 3) between a pipe end inlet at slope and pipe end outleting to slope.

While the Method of Measurement is described above, the Drainage Table included in these Contract Documents contains estimated quantities based upon the use of standard New York State Department of Transportation pay items; these items and quantities are provided to the Contractor as a convenience for developing a bid price.

C603-5 BASIS OF PAYMENT

The basis for payment shall include saw cutting, trench and culvert excavation, furnishing and installing SICPP (Storm Drain), select granular fill, temporary backfill material, galvanized end sections, and asphalt pavement restoration. The bid price shall include the cost of furnishing all labor, materials, equipment, and saw cutting necessary to complete the work.

Progress payment may be made to the extent of 85% of the price bid for the satisfactory completion of all work except pavement restoration, as long as the excavation depth in which the asphalt material is to be placed is backfilled to the existing ground surface with temporary backfill material acceptable to the Engineer. The remaining 15% will be paid upon completion of the pavement restoration. No payment will be made to the Contractor for the furnishing, placing, removing, and disposing of the Temporary Backfill Material.

Include the cost of adding water for compaction in the price bid.

Payment will be made under

Item No.	Description	Pay Unit
C603.981201	12" SICPP Storm Drain (Less than or equal to 4' Depth)	Linear Foot
C603.981202	12" SICPP Storm Drain (Greater than 4' to 6' Depth)	Linear Foot
C603.981501	15" SICPP Storm Drain (Less than or equal to 4' Depth)	Linear Foot
C603.981502	15" SICPP Storm Drain (Greater than 4' to 6' Depth)	Linear Foot
C603.981801	18" SICPP Storm Drain (Less than or equal to 4' Depth)	Linear Foot
C603.981802	18" SICPP Storm Drain (Greater than 4' to 6' Depth)	Linear Foot
C603.982401	24" SICPP Storm Drain (Less than or equal to 4' Depth)	Linear Foot
C603.982402	24" SICPP Storm Drain (Greater than 4' to 6' Depth)	Linear Foot
C603.983001	30" SICPP Storm Drain (Less than or equal to 4' Depth)	Linear Foot
C603.983002	30" SICPP Storm Drain (Greater than 4' to 6' Depth)	Linear Foot

SECTION C604.30XXYY – EXCAVATE, INSTALL RECTANGULAR DRAINAGE STRUCTURE, AND BACKFILL WITH RESTORATION

C604-1 DESCRIPTION. The work shall comply with Section 604-1 of the current New York State Department of Transportation Standard Specifications, and as amended to include saw cutting, trench and culvert excavation, furnishing and installing rectangular drainage structure, select granular fill, and asphalt pavement restoration in accordance with these specifications, and the contract plans.

C604-2 MATERIALS

The materials shall comply with the current New York State Department of Transportation Standard Specification sections listed below:

203-2	Select Granular Fill
404-2	Asphalt
604-2	Drainage Structures

The above listed sections shall be amended to include the following:

Temporary Backfill Material is defined as granular material that is excavated on site, and approved by the Engineer for use.

C604-3 CONSTRUCTION DETAILS

The work shall comply with the current New York State Department of Transportation Standard Specification sections listed below:

- Section 203-3 Select Granular Fill
- Section 206-3 Trench and Culvert Excavation
- Section 404-3 Asphalt
- Section 604-3 Drainage Structures

The above listed sections shall be amended to include the following:

See Detail entitled: C604.30XXYY, Excavate, and Install Rectangular Drainage Structure, and Backfill with Restoration.

The Contractor may proceed with the work with the intent to place the asphalt base courses as a separate operation at a later date, however excavations that are not backfilled to existing grade, or drop-offs, are not permitted beyond one (1) week. Should the Contractor elect to place the asphalt base courses beyond one (1) week, the existing excavation depth in which the asphalt base courses are to be placed shall be backfilled to existing ground surface with Temporary Backfill Material, and later removed and disposed of when preparing for the placement of asphalt base courses.

C604-4 METHOD OF MEASUREMENT

The work will be measured by the number of linear feet of drainage structure height measured to the nearest tenth of a foot from the bottom of the base to the top of the masonry, including the top slab.

While the method of measurement is described above, the Drainage Table included in these Contract Documents contains estimated quantities based upon the use of standard New York State Department of Transportation pay items; these items and quantities are provided to the Contractor as a convenience for developing a bid price.

C604-5 BASIS OF PAYMENT

The unit price bid per linear foot shall include saw cutting, trench and culvert excavation, furnishing and installing a rectangular drainage structure, select granular fill, temporary backfill material, and asphalt pavement. Also included is the cost of all labor, equipment and materials necessary to complete the work, saw cutting, bar reinforcement, and welded wire fabric; not included is the following:

- A. Frames, Covers and Grates. Frames, covers and grates will be paid for under the appropriate payment items for Frames and Grates in Section 655, and included in these contract documents.

Progress payments will be made to the extent of 85% of the price bid for the satisfactory completion of all work except pavement restoration, as long as the excavation depth in which the asphalt material is to be placed is backfilled to the existing ground surface with temporary backfill material acceptable to the Engineer. The remaining 15% will be paid upon completion of the pavement restoration. No payment will be made to the Contractor for the furnishing, placing, removing, and disposing of the Temporary Backfill Material.

Include the cost of adding water for compaction in the price bid.

Payment will be made under

Item No.	Item No.	Pay Unit
C604.301911	Type S Drainage Structure (Inside Dim. 24"x32")	Linear Foot
C604.302122	Type U Drainage Structure (Inside Dim. 34"x38")	Linear Foot

SECTION C605.9810XXYY – EXCAVATE, AND INSTALL SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE PIPE (SIPCPP) WITH RESTORATION

C605-1 DESCRIPTION. The work shall comply with Section 605-1 of the current New York State Department of Transportation Standard Specifications, and as amended to include saw cutting, trench and culvert excavation, furnishing and installing SIPCPP (underdrain), geotextile drainage, crushed stone, select granular fill, and pavement restoration in accordance with these specifications, and the contract plans.

C605-2 MATERIALS

The materials shall comply with the current New York State Department of Transportation Standard Specification sections listed below:

- Section 203-2 Select Granular Fill
- Section 207-2 Geotextile Drainage
- Section 404-2 Asphalt
- Section 605-2 Underdrains
- Section 623-2 Screened Gravel, Crushed Gravel, Crushed Stone, Crushed Slag

The crushed stone placed under Item 623.12 shall meet the size designation of #2 crushed stone as shown in Table 703-4.

The above listed sections shall be amended to include the following:

Temporary Backfill Material is defined as granular material that is excavated on site, and approved by the Engineer for use.

C605-3 CONSTRUCTION DETAILS

The work shall comply with the current New York State Department of Transportation Standard Specification sections listed below:

- Section 203-2 Select Granular Fill
- Section 206-3 Trench and Culvert Excavation
- Section 207-3 Geotextile Drainage
- Section 404-3 Asphalt
- Section 605-3 Underdrains
- Section 623-3 Screened Gravel, Crushed Gravel, Crushed Stone, Crushed Slag

The above listed sections shall be amended to include the following:

See Detail entitled: C605.9810XXYY, Excavate, and Install Smooth Interior Perforated Corrugated Polyethylene Pipe (SIPCPP) with Restoration.

The Contractor may proceed with the work with the intent to place the asphalt base courses as a separate operation at a later date, however excavations that are not backfilled to existing grade, or drop-offs, are not permitted beyond one (1) week. Should the Contractor elect to place the asphalt base courses beyond one (1) week, the existing excavation depth in which the asphalt base courses are to be placed shall be backfilled to existing ground surface with Temporary Backfill Material, and later removed and disposed of when preparing for the placement of asphalt base courses.

C605-4 METHOD OF MEASUREMENT

The method of measurement will include both the length of underdrain pipe installed and the average excavation depth for payment. All materials are to be furnished and incorporated into the work in accordance with the contract documents.

The underdrain pipe will be measured per linear foot installed.

The average excavation depth will be measured to the nearest tenth of a foot as measured from the installed underdrain pipe invert elevation to the existing ground surface (excluding pipe bedding) along the centerline of pipe. To further calculate the average excavation depth, three measurements will be taken along each pipe run: one measurement at each end, and one measurement at the midpoint of the pipe run; the results will be averaged to determine the average excavation depth. Note: A pipe run shall be defined as the total linear feet of pipe installed 1) between drainage structures, 2) between drainage structure and pipe outleting to slope, or 3) between a pipe end inlet at slope and pipe end outleting to slope.

While the Method of Measurement is described above, the Drainage Table included in these Contract Documents contains estimated quantities based upon the use of standard New York State Department of Transportation pay items; these items and quantities are provided to the Contractor as a convenience for developing a bid price.

C605-5 BASIS OF PAYMENT

The basis of payment shall include saw cutting, trench and culvert excavation, furnishing and installing SIPCPP (underdrain), geotextile drainage, crushed stone, select granular fill, temporary backfill material, and pavement restoration. The bid price shall include the cost of furnishing all labor, materials, equipment, and saw cutting necessary to complete the work.

Progress payments will be made to the extent of 85% of the price bid for the satisfactory completion of all work except pavement restoration, as long as the excavation depth in which the asphalt material is to be placed is backfilled to the existing ground surface with Temporary Backfill Material acceptable to the Engineer. The remaining 15% will be paid upon completion of the pavement restoration. No payment will

be made to the Contractor for the furnishing, placing, removing, and disposing of the Temporary Backfill Material.

Include the cost of adding water for compaction in the price bid.

Payment will be made under

Item No.	Description	Pay Unit
C605.98101201	12" SIPCPP Underdrain (Less than or equal to 4' Depth)	Linear Foot
C605.98101202	12" SIPCPP Underdrain (Greater than 4' to 6' Depth)	Linear Foot
C605.98101501	15" SIPCPP Underdrain (Less than or equal to 4' Depth)	Linear Foot
C605.98101502	15" SIPCPP Underdrain (Greater than 4' to 6' Depth)	Linear Foot
C605.98101801	18" SIPCPP Underdrain (Less than or equal to 4' Depth)	Linear Foot
C605.98101802	18" SIPCPP Underdrain (Greater than 4' to 6' Depth)	Linear Foot
C605.98102401	24" SIPCPP Underdrain (Less than or equal to 4' Depth)	Linear Foot
C605.98102402	24" SIPCPP Underdrain (Greater than 4' to 6' Depth)	Linear Foot
C605.98103001	30" SIPCPP Underdrain (Less than or equal to 4' Depth)	Linear Foot
C605.98103002	30" SIPCPP Underdrain (Greater than 4' to 6' Depth)	Linear Foot

ENGINEERING BULLETINS AND ENGINEERING INSTRUCTIONS

Current Engineering Bulletins and Engineering Instructions that may apply to this contract are available in PDF format at the New York State Department of Transportation Web Site - <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions/engineering-information-issuance-system>

VALUE ENGINEERING

Value engineering is reserved for use by the Contractor to which this contract is awarded to. Design/Build concepts or other modifications to the plans as provided in an effort to lower the Contractor's bid shall not be allowed.

PURPOSE AND SCOPE: It is the intent of this provision to share with the Contractor any cost savings which may be generated on this contract as a result of a proposal or proposals offered by the Contractor and approved by the Department. The purpose is to encourage the use of Contractor's ingenuity and experience in arriving at alternative, lower cost construction than that reflected in the contract documents by the sharing of savings resulting therefrom. The value engineering proposals contemplated are those that could produce a savings to the Department without, in the sole judgment of the Department, impairing essential functions and characteristics of the facility including but not limited to service life, economy of operation, ease of maintenance, desired appearance and safety.

SUBMITTAL OF PROPOSAL: As a minimum, the following materials and information shall be submitted with each proposal plus any additional information requested by the Department:

1. A Statement that the proposal is submitted as a value engineering proposal.
2. A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of service life, economy of operation, ease of maintenance, desired appearance and safety.
3. Complete plans and specifications showing the proposed revisions to the original contract features and requirements.
4. A complete cost analysis indicating the Final Estimate costs and quantities to be replaced by the proposal, the new costs and quantities generated by the proposal, and the cost effects of the proposed changes on operational, maintenance and other considerations.
5. A statement of the time by which an order-on-contract adopting the proposal must be executed so as to obtain the maximum cost reduction during the remainder of the contract. This date must be selected to allow the Department ample time for review and processing an order-on- contract, but without affecting the Contractor's schedule. Should the Department find that insufficient time is available for review and processing, it may reject the proposal solely on such basis. If the Department fails to respond to the proposal by the date specified, the Contractor shall consider the proposal to be rejected and shall have no claims against the State as a result thereof.
6. A statement as to the effect the proposal will have on the time for completion of the contract.
7. A description of any previous use or testing of the proposal on another department project or elsewhere and the conditions and results therewith. If the proposal was previously submitted on another department project, indicate the date, contract number, and the action taken by the department.

VALUE ENGINEERING Cont.

CONDITIONS: Value engineering proposals will be considered only when all the following conditions are met:

1. The Contractor is cautioned not to base any bid prices on the anticipated approval of a value engineering proposal and to recognize that such proposal may be rejected and that he will be required to complete the contract in accordance with the plans and specifications at the prices bid.
2. All proposals, whether or not approved by the Department for use in this contract, apply only to the ongoing contracts or contracts referenced in the proposal and become the property of the Department and shall contain no restrictions imposed by the Contractor on their use or disclosure. The Department shall have the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the proposal. The Department retains the right to utilize any accepted proposal or part thereof on any other or subsequent project within any obligation to the Contractor submitting the same.
3. If the Department already has under consideration certain revisions to the contract or has approved certain changes in specifications or standards for general use which are subsequently incorporated in a value engineering proposal submitted by the Contractor, the Department shall reject the Contractor's proposal and proceed with such revisions if it so desires without any obligation to the Contractor.
4. The Contractor shall have no claim against the State for any costs or delays due to the Department's rejection of a value engineering proposal, including but not limited to development costs, anticipated profits or increased material or labor costs resulting from delays in the review of such proposal.
5. The Department shall be the sole judge as to whether a proposal qualifies for consideration and evaluation. It may reject any proposal that requires excessive time or costs for review, evaluation and/or investigations, or which is not consistent with the Department's design policies and basic design criteria for the project.
6. The Engineer may reject all or any portion of work performed pursuant to an approved value engineering proposal if he determines that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected work and require the Contractor to proceed in accordance with the original contract requirements without reimbursement for any work performed under the proposal, or for its removal. Where modifications to the value engineering proposal are approved in order to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the contract bid prices as if it were constructed in accordance with the original requirements. Such rejection or limitation of reimbursement shall not constitute the basis of any claim against the State for delay or for any other costs.

VALUE ENGINEERING Cont.

CONDITIONS - Cont.

7. The proposal shall not be experimental in nature but shall have been proven to the Department's satisfaction under similar or acceptable conditions on another Department project at another location acceptable to the Department.
8. Proposals shall be considered only if equivalent options are not already provided in the contract documents.
9. The savings generated by the proposal must be of sufficient significance, in the sole judgment of the Department, to warrant review and processing.
10. A proposal changing the types and/or thickness of the pavement structure will not be considered.
11. If additional information is needed to evaluate proposals, this information must be provided in a timely manner. Failure to do so will result in rejection of the proposal. Such additional information could include, where design changes are proposed, results of field investigations and surveys, design computations, and field change sheets.

PAYMENT: If the value engineering proposal is accepted by the Department, the changes and payment therefore will be authorized via an order-on-contract. Reimbursement to the Contractor will be made as follows:

1. The changes will be incorporated into the Contract via changes in the quantities of unit bid items, new agreed price items or by force account, as appropriate, in accordance with the Standard Specifications.
2. The cost of the revised work as determined from the aforementioned changes in quantities, new items or force account will be paid directly. In addition to such payment, the Department will pay to the Contractor, via a separate item, fifty (50) percent of the savings to the Department as reflected by the difference between the above payment and the cost of the related construction required by the original contract plans and specifications computed at contract bidprices.
3. The Contractor's costs for development, design and implementation of the value engineering proposal are not eligible for reimbursement.
4. The Contractor may submit value engineering proposals for an approved subcontractor, provided that reimbursement is made by the Department to the Contractor and that the terms of the pass through to the subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the Department. Subcontractors may not submit a proposal except through the prime Contractor.

VALUE ENGINEERING Cont.

PAYMENT - Cont.

The parties hereto agree that any escalation of labor costs pursuant to the amendments to Article 8 of the New York State Labor Law, Section 220.3 and Section 222, effective August 9, 1975 shall be a cost of each Contractor and shall not be made a claim or charge to the County of Onondaga.

WAGE RATES

Onondaga County does not represent or warrant that the accompanying schedule of wages with the specified work classifications as required by Section 220 of the Labor Law is complete, and it reserves the right to revise such schedule when required.

In the event that the Contractor shall fail to pay the prevailing wages and supplements in accordance with Article 8 of the New York State Labor Law, Section 22 et seq., and as described in this contract, it shall be considered a material breach of contract. For the breach or violation of this provision, without limiting any other rights, remedies or recovery to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the Contractor shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

It is the responsibility of every prospective bidder to disclose whether the bidder has been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the three years immediately preceding the submission of the bid. This disclosure must be included with the proposal.

(Revised 08/90)

**THE FOLLOWING MINIMUM HOURLY RATES OF PAY ARE HEREBY ESTABLISHED
IN ACCORDANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:**

NYS Wage Determination

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Location: County of Onondaga

Project Type: Heavy Highway Construction (New and Repair)

PRC#: 2025001813

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website @ www.labor.state.ny.us . Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

For policy or rate questions call the NYS Department of Labor at (585) 258-4505.

CONTRACT REQUIREMENTS

Each public work contract to which the State, a public benefit corporation, a municipal corporation or a commission is a party and which may involve the employment of laborers, workmen or mechanics, shall comply with the requirements of Article 8 (Sections 22-223) of the New York State Labor Law.

1. No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the extraordinary emergencies set forth in the Labor Law or where a dispensation by the Commissioner of Labor. (See Section 220.2)
2. Each laborer, workman or mechanic employed by the contractor or subcontractor shall be paid not less than the prevailing rate of wages at the time the work is performed, and shall be paid or provided not less than the prevailing supplements at the time the work is performed, as determined by the fiscal officer. If the prevailing rate of wages or the prevailing supplements change after the contract is let, each workman, laborer or mechanic shall be paid or provided not less than the new rates. (See Section 220.3)
3. The contractor and every subcontractor shall post in a prominent and accessible place at the work site a statement of the current prevailing wage rates and supplements for the various classes of mechanics, workmen or laborers. (See Section 220.3-a)
4. No employee shall be deemed to be an apprentice unless individually registered in a program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his work force on any job under the registered program. Any employee who is not registered as above, shall be paid the prevailing wage rate for the classification of work he actually performed. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work. (See Section 220.3)
5. (a) No contractor, subcontractor, nor any person acting on his 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. (See Section 220-3(a)).

(b) No contractor, subcontractor, nor any person acting on his behalf shall, in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex or national origin. (See Section 220-e(b) NOTE: The Human Rights Law also prohibits discrimination in employment because of age, marital status or religion.

CONTRACT REQUIREMENTS

(c) There may be deducted from the amount payable to the contractor under the contract a penalty of fifty (\$50.00) dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. (See Section 220-e(c)).

(d) The contract may be canceled or terminated by the State or municipality, and all moneys due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or condition of the anti-discrimination sections of the contract. (See Section 220-e(d)).

BIDDING & CONTRACT REQUIREMENTS

BIDDER'S CHECKLIST

(All pages must be completed by Bidder PRIOR to Bid Submission)

ITEMIZED PROPOSAL & BID SHEETS: All blanks appropriately filled in ink with both words and figures.	<input type="checkbox"/>
PROPOSAL FOR BID	<input type="checkbox"/>
NON-COLLUSIVE BIDDING CERTIFICATION	<input type="checkbox"/>
FAIR EMPLOYMENT CLAUSE	<input type="checkbox"/>
PREVENTION OF SEXUAL HARASSMENT	<input type="checkbox"/>
RESOLUTION ACCOMPANYING BID	<input type="checkbox"/>
STATEMENT OF SURETY'S INTENT	<input type="checkbox"/>
BIDDERS ADDRESS	<input type="checkbox"/>
CONFLICT OF INTEREST	<input type="checkbox"/>
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT	<input type="checkbox"/>
M/WBE & EEO UTILIZATION PLAN	<input type="checkbox"/>

ITEMIZED PROPOSAL

FOR CONSTRUCTING

**Buckley Road (CR 48)
Drainage Replacement Project
Project # 24H01**

All work proposed herein must be completed as described in the Commencement and Completion section of this proposal.

To The Onondaga County Department of Transportation:

In submitting this bid, the undersigned declares that he is or they are the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the County or any person in the employ of the County is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof. The undersigned also hereby declares that he has or they have carefully examined the plans, specifications and form of contract, and that he has or they have personally inspected the actual location of the work together with the local sources of supply, has or have satisfied himself or themselves as to all the quantities and conditions, and understand that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same. The undersigned further understands and agrees that he is or they are to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, 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.

The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further understands and agrees that he will not start any work until the Contract Agreement is signed by the County Executive or his duly authorized representative. In case the undersigned voluntarily undertakes to start work after the contract agreement is signed by the County Executive but prior to approval by the County Purchasing Director, he does so entirely at his own risk and without obligation or responsibility on the part of the County, unless and until the awarded contract becomes effective pursuant to Section 112 of the State Finance Law by approval of the County Purchasing Director and is filed in the Office of the County Purchasing Director, and he hereby does

agree and warrant that, as a prerequisite to the start of any such voluntary work, he accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage identification and holding the County harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workmen's compensation and liability insurance policies as set forth in the related specifications; and he does also agree and warrant that all of such policies will be in force and effect on the date of the start of any of such contract operations, whether or not the contract documents have been executed and filed as aforesaid.

The undersigned and the County know and are familiar with the fact that the Contractor will not have a completely free site to accomplish the construction planned and specified and the additional work which may be required in connection with this construction. The undersigned and the County know that the actual contract construction will be interfered with and the work delayed because of the presence of utilities, other structures and the necessity of maintaining traffic. The undersigned agrees that the bid which he submits and contract which he executes is made with full knowledge of the fact that the work called for will be more costly and expensive and will take a longer time to accomplish than if the site were entirely clean. The undersigned agrees that he has included in his price bid for the various items in the Contract, the additional cost of doing the work because of the interference of existing structures, utilities, and traffic on the site of the work.

Accompanying this proposal is cash, a draft, certified check or bid bond for 5% of the gross sum \$_____. In case this proposal shall be accepted by the County of Onondaga, and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, the moneys represented by such cash, draft, certified check, or bid bond shall be regarded as liquidated damages and shall be forfeited and become the property of the County of Onondaga; otherwise to be returned to the depositor in accordance with the provisions of the Additional Information for Bidders. On acceptance of this proposal for said work, the undersigned does or do hereby bind himself or themselves to enter into written contract, within ten (10) days of date of notice of award, with the said County of Onondaga, and to comply in all respects with Subdivision 6 of Section 38 of the Highway Law, as amended in relation to security for the faithful performance of the terms of said contract.

BID SHEETS

**BUCKLEY ROAD (CR 48) DRAINAGE REPLACEMENT
PROJECT**
PROJECT # 24H01

CONTRACTOR NAME: _____

ITEM NO.	APPROX QUANT	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
C203.0211	3291	CONCRETE GUTTER REMOVAL WITH RESORATION, LAWN AREAS				
		FOR				
		PER LINEAR FOOT				
C203.0212	832	CONCRETE GUTTER REMOVAL WITH RESTORATION, DRIVEWAY AREAS				
		FOR				
		PER LINEAR FOOT				
C603.981201	297	12" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.981202	30	12" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.981501	174	15" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.981502	30	15" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.981801	169	18" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
BALANCE TO CARRY FORWARD						

ITEM NO.	APPROX QUANT	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS

			BALANCE BROUGHT FORWARD			
C603.981802	194	18" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.982401	103	24" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.982402	48	24" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.983001	30	30" SICPP STORM DRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C603.983002	61	30" SICPP STORM DRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C604.301911	99	TYPE S DRAINAGE STRUCTURE (Inside Dim. 24"x32")				
		FOR				
		PER LINEAR FOOT				
C604.302122	60	TYPE U DRAINAGE STRUCTURE (Inside Dim. 34"x38")				
		FOR				
		PER LINEAR FOOT				
			BALANCE TO CARRY FORWARD			

ITEM NO.	APPROX QUANT	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
BALANCE BROUGHT FORWARD						
C605.98101201	816	12" SIPCPC UNDERDRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C605.98101202	30	12" SIPCPC UNDERDRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C605.98101501	1044	15" SIPCPC UNDERDRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C605.98101502	218	15" SIPCPC UNDERDRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C605.98101801	472	18" SIPCPC UNDERDRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C605.98101802	30	18" SIPCPC UNDERDRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
C605.98102401	241	24" SIPCPC UNDERDRAIN (Less than or Equal to 4.0' Depth)				
		FOR				
		PER LINEAR FOOT				
BALANCE TO CARRY FORWARD						

ITEM NO.	APPROX QUANT	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS

			BALANCE BROUGHT FORWARD			
C605.98102402	54	24" SIPCPP UNDERDRAIN (Greater than 4.0' to 6.0' Depth)				
		FOR				
		PER LINEAR FOOT				
619.01	1	BASIS WORK ZONE TRAFFIC CONTROL				
		FOR				
		PER LUMP SUM				
625.01	1	SURVEY OPERATION				
		FOR				
		PER LUMP SUM				
655.1111	24	WELDED FRAME & RETICULINE GRATE #11				
		FOR				
		EACH				
655.1122	13	WELDED FRAME & RETICULINE GRATE #22				
		FOR				
		EACH				
697.03	1	FIELD CHANGE PAYMENT	\$56,740	00	\$56,740	00
		FOR				
		PER DOLLARS - CENTS				
699.040001	1	MOBILIZATION				
		FOR				
		PER LUMP SUM				
			BALANCE TO CARRY FORWARD			

ITEM NO.	APPROX QUANT	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS

			BALANCE BROUGHT FORWARD			
TOTAL OR GROSS SUM BID WRITTEN IN WORDS						
			GROSS SUM BID			

EACH PROPOSAL MUST BE ACCOMPANIED BY CASH, CERTIFIED CHECK OR BID BOND PAYABLE TO THE ORDER OF THE "COUNTY OF ONONDAGA" IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE GROSS SUM BID.

PROPOSAL FOR BID

In compliance with the foregoing invitation for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of opening bids, to enter into a contract in accordance with the price and/or prices stated herein.

The awarding of this bid by the Onondaga County Purchasing Director to the successful bidder, shall constitute a binding contract between the parties, the successful bidder agreeing to comply with all of the provisions of the Bidder's Specifications. The Legal Advertisement, General conditions, Special Conditions, Instructions to Bidders, Specifications and Plans applying form part of this proposal.

PRICING

(Refer to Individual Bid Pricing Pages)

Signature: _____ Title _____

Printed Name: _____

Company: _____

Dated: _____

Address: _____

Telephone # _____

CAUTION - HAVE YOU PROPERLY SIGNED YOUR BID? If certified check or cash is required, have you enclosed same herewith?

NON-COLLUSIVE BIDDING CERTIFICATION

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

FIRM: _____

By: _____

Title: _____

(CORPORATE SEAL IF ANY)

FAIR EMPLOYMENT CLAUSE

Resolution No. 282, adopted by the County Legislature on June 4, 1973, applying to public contracts and construction contracts for or on behalf of Onondaga County, sets forth certain equal employment opportunity provisions to which subject contractors shall agree.

Accordingly, the undersigned, a contractor herein, promises:

1. That it will not discriminate and that it will take affirmative action to promote non-discrimination in hiring, recruitment, training, promotion and wage practices and take procedures to prevent reverse discrimination, and
2. That such affirmative action shall include but not be limited to incorporation of appropriate equal opportunity language in all employment recruitment efforts, notifications to appropriate unions of the contractor's obligations hereunder, incorporation of affirmative action conditions in any subcontract, and
3. That it will complete and submit the required HRC Form No. 1 and other required equal employment opportunity reports to the Human Rights Commission of Syracuse and Onondaga County, and as additional state and federal mandates may apply to this contract, the undersigned contractor further agrees:
4. That it will in good faith consult with and cooperate with Fair Employment staff of the local Human Rights Commission in order to achieve compliance with any other applicable equal employment opportunity laws and regulations. Failure to comply with the forgoing provisions may result in cancellation of this contract and in other sanctions as provided by law.

Dated: _____

Firm

Signature: _____

The following are exempt from requirements of Resolution No. 282 (although they may nevertheless be subject to other state and federal mandates):

1. Employers or contractors who employ less than 25 persons, exclusive of parents, spouse, or children.
2. Non-construction contracts of less than \$2,500 unless such contractor or vendor does more than \$10,000 worth of business with the County in one calendar year.
3. Construction contracts of less than \$10,000.

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

BID PROPOSAL

BID TITLE: Buckley Road (CR 48) Drainage Replacement Project
Project # 24H01

BID NUMBER: #ONGOV-018-25

RESOLUTION OF ACCOMPANYING BID
(Corporate Bidders Only)

TO: _____
(Name of Owner)

I HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of _____ a corporation, incorporated under the laws of the State of _____ duly called and held on the _____ day of _____, _____, a quorum then being present; that the said resolutions have been entered upon the regular minute book of the corporate and are in accordance with the certificate of incorporation and the by laws and are now in full force and effect.

RESOLVE that the below listed officer(s) of this corporation is/are authorized on behalf of this corporation to sign the bid proposal and the contract for the following project: Proposal for the Replacement of Pompey Hollow Road Bridge over Limestone Creek, and to include in such bid proposal the certificate as to non-collusion required by law as the act and deed of such corporation, and for all inaccuracies or mis-statements in such certificate this corporation shall be liable under the penalty of perjury; and to enter into the contract if awarded to this corporation;

NAME	TITLE
_____	_____
_____	_____
_____	_____
	Secretary: _____
	Date: _____

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

STATEMENT OF SURETY'S INTENT

TO: COUNTY OF ONONDAGA:

We have reviewed the bid of _____(Contractor)
of _____
(Address)

for: Buckley Road (CR 48) Drainage Replacement Project

Bids for which will be received on:

_____, 20_, (bid opening date) and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract. Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

(Surety's Authorized Signature)

Attached Power of Attorney

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

BIDDERS ADDRESS

(This form must be completed prior to the Submission of the Bid) PLEASE COMPLETE INFORMATION REQUESTED BELOW:

The post office address of the bidder is

(Street)

(City and State)

IF A CORPORATION:

NAME

ADDRESS

President _____

Secretary _____

Treasurer _____

IF A FIRM:

NAME

ADDRESS

CONFLICTS OF INTEREST

(A) AFFIDAVIT:

At the time the Contractor submits a bid, or, if no bid is submitted, prior to performing any services, the Contractor shall serve upon the County Attorney the attached Affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that the Contractor agrees that in the rendering of services to the County no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the County.

(B) DUTY TO DISCLOSE:

During the course of performing services for the County, the Contractor agrees to disclose immediately to the County, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor, its employees and agents. The duty to disclose is a continuing duty. The Contractor agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the Contractor agrees that all work, services, and payments shall be suspended pending final approval by the County or the County Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving the County's rights to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Contractor, and the Contractor shall disclose the same. The Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payer or party for services on the same project or related project. The Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration parties other than the County for work on the project to which the contract pertains. If applicable, the Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project or in the immediate vicinity thereof. A conflict of interest on the part of the Contractor's employees or agents shall be deemed a conflict of interest on the part of the Contractor, giving rise to the same duty to disclose.

(C) DUTY TO MAINTAIN CONFIDENTIALITY:

The Contractor agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

CONFLICTS OF INTEREST

AFFIDAVIT

STATE OF NEW YORK)
)
)
COUNTY OF)

_____, being duly sworn, disposes and says that:

- 1. I, _____, am an independent contractor, and have this date signed a contract to provide services to the County of Onondaga.
2. I certify that, as the Contractor, I have no interest nor will I acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of these services to the County.
3. I agree that in the rendering of services to the County, no persons having any such interest shall be employed by me. I assume full responsibility for knowing whether my employees or agents have any such interest and hereby certify that no such interest exists.

Dated: _____, 20__

By: _____

Sworn before this _____ day of _____, 20__.

Notary Pub

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

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

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

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

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

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

SIGNED

SWORN to before me this

_____ day of _____

20__

Notary Public: _____

MWBE & EEO Utilization Plan

Instructions: Prime Contractor must entirely complete **Sections I - VI**. This form **MUST** be included with the bid package.

Section I: Vendor Information			
Prime Contractor Name:			
Address:	City:	State:	Zip Code:
Authorized Representative Name (Print):		Title:	
Bid Number:	Bid Description:		
Section II: Projected MWBE Summary			
	%	Amount (\$)	
1. Total Dollar Value of the Prime Contract	100		
2. MBE Goal Applied to the Contract			
3. WBE Goal Applied to the Contract			
4. MBE/WBE Combined Totals			
Section III: Projected EEO Summary			
	%	# of Employees	Work Hours
1. Total # of Employees/Work Hours	100		
2. Total Goal for Minority Employees			
3. Total Goal for Female Employees			
4. EEO Workforce Combined Totals			

Section IV: MWBE Subcontractor Information

MWBE Subcontractor Name:	Address:
--------------------------	----------

City:	State:	Telephone:
-------	--------	------------

Email:	Zip Code:	<input type="checkbox"/> MBE or <input type="checkbox"/> WBE
--------	-----------	--

Description of Work:

Project Contract Amount: \$	Estimated Project Start Date:	Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly
--------------------------------	-------------------------------	---

MWBE Subcontractor Name:	Address:
--------------------------	----------

City:	State:	Telephone:
-------	--------	------------

Email:	Zip Code:	<input type="checkbox"/> MBE or <input type="checkbox"/> WBE
--------	-----------	--

Description of Work:

Project Contract Amount: \$	Estimated Project Start Date:	Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly
--------------------------------	-------------------------------	---

MWBE Subcontractor Name:	Address:
--------------------------	----------

City:	State:	Telephone:
-------	--------	------------

Email:	Zip Code:	<input checked="" type="checkbox"/> MBE or <input checked="" type="checkbox"/> WBE
--------	-----------	--

Description of Work:

Project Contract Amount: \$	Estimated Project Start Date:	Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly
--------------------------------	-------------------------------	---

MWBE Subcontractor Name:	Address:
--------------------------	----------

City:	State:	Telephone:
-------	--------	------------

Email:	Zip Code:	<input type="checkbox"/> MBE or <input type="checkbox"/> WBE
--------	-----------	--

Description of Work:

Project Contract Amount: \$	Estimated Project Start Date:	Contract Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Weekly
--------------------------------	-------------------------------	---

MWBE & EEO Utilization Plan

In order to achieve the EEO Goals, Minorities and Females are expected to be employed in the following job categories for the specified amount of work hours. The **MWBE Goal requirements** are **18% for Minority** and **12% for Women**, for a **total of 30%**.

Section V: EEO Summary by Title							
		All Employees Hours		Minority Employee Hours			
Job Categories	Total Work Hours of Contract	Males	Females	Black	Asian	Native American	Hispanic
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craftsmen							
Laborers							
Service/Workers							

Totals						
--------	--	--	--	--	--	--

MWBE & EEO Utilization Plan

Section VI: Signed Letter of Intent

Owner: Onondaga County	Bid Number:
------------------------	-------------

Dear Owner:

I, _____ intend to perform
(Name of Subcontractor)

(Description of Work)

in the amount of _____ for _____
(Total Amount OR EEO Hours) (Name of Prime)

I, _____ will sign a formal contract for the work
(Name of Subcontractor)
 conditioned upon the approval of your executed contract with the prime contractor.

Date of MWBE Certification: _____ Estimated Project Start Date: _____
(If Applicable)

Subcontractor Name & Title:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> EEO
-----------------------------	--

Address:	City:
----------	-------

State:	Zip Code:	Telephone:
--------	-----------	------------

Email: _____

Subcontractor Representative Signature:	Date:
---	-------

Prime Contractor Name & Title:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> EEO
--------------------------------	--

Address:	City:
----------	-------

State:	Zip Code:	Telephone:
Email:		
Prime Contractor Representative Signature:		Date:

END OF PROPOSAL