

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**



RFB-COP-01-17-01

**CONSTRUCTION OF ROUNDABOUT
CREEK ROAD AT SMITH STREET AND
LITTLE GEORGE STREETS PIN: 8757.82
FEDERAL AID PROJECT**

Hon. Robert G. Rolison, Mayor

Deborah McDonnell, City Administrator

Council Members

Christopher D. Petsas
Mike Young
Lorraine F. Johnson
Lee David Klein

Ann Perry
Natasha Cherry
Randall A. Johnson III
Matthew McNamara

Prepared By:

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12601

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THIS BID IS DUE PRIOR TO FEBRUARY 15, 2017 @ 2:30 P.M.

**PLEASE PLACE ALL BIDS IN A SEALED ENVELOPE MARKED WITH THE NAME OF THE BID
AND THE NUMBER**

Return all bids to the:

City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, N.Y. 12601

To be advertised January 15, 2017

CITY OF POUGHKEEPSIE, NEW YORK
ADVERTISEMENT AND NOTICE TO BIDDERS

Beginning immediately, sealed proposals are sought and invited by the City of Poughkeepsie for the Construction of a Roundabout at Creek Road and Little George Street as set forth in the specifications prepared by the City of Poughkeepsie.

Bidding Documents including Bidding Requirements and Contract Documents may be obtained at The City of Poughkeepsie, 1st Floor, 62 Civic Center Plaza, Poughkeepsie, New York. Official bid copies may be advertised and /or obtained on the following website: www.bidnetdirect.com/new-york or www.cityofpoughkeepsie.com

A pre-bid meeting will be conducted at the site. Interested parties shall meet on

Tuesday, January 24, 2017 at 10:00 A.M. EDT

Sealed proposals for **Construction of a Roundabout on Creek Road** will be received by the Board of Contract and Supply, in the Office of the Purchasing Agent, **until 2:30 p.m. on February 15, 2017** at City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:

**PROPOSAL FOR RFP-COP 01-17-101: Construction of a Roundabout on
Creek Road at Smith Street and Little George Streets PIN: 8757.82**

All bids received pursuant to this notice will be publicly opened and read.

This Contract consists of the construction of a Roundabout at the intersection of Creek Road and Little George Street as detailed in the construction drawings. Prevailing Wage applies to this contract.

This project is being funded in part by FHWA – Federal Highway Administration. All work under this contract must comply with the requirements of this funding source, and may contain special monthly reporting procedures. This contract must be constructed in accordance with NYSDOT Standard Specifications, Construction and Materials, officially finalized and adopted on January 1, 2017 as posted on the Departments's website.

There is a 7% goal for DBE participation.

There is no M/WBE language in the project.

Project EEO goals are 6.4% for minorities and 6.9% for women. The use of Equitable Business Opportunities (EBO) software reporting software is required on this project

The project duration will be 180 calendar days after the issuance of the Notice to Proceed. All contract work must be complete within 180 days from issuance of Notice to Proceed exclusive of any pre-approved winter shut-downs. The project roadways must be in a passable, maintainable, plowable condition as accepted by the City through the winter months.

There are no residential or geographical restrictions on this project

Specifications and Contract are subject to provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law.

The Proposal shall be accompanied by a bid bond or a certified check for five per cent (5%) of the total amount of the bid and made payable to the City of Poughkeepsie.

**NEW YORK STATE OSHA 10-HOUR CONSTRUCTION SAFETY AND HEALTH COURSE
S1537- A:**

§ This provision, effective July 18, 2008, is an addition to the existing prevailing wage rate law, Labor Law 220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement. Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

The City reserves the right to waive any informality in the bids and to reject any or all bids.

DEPARTMENT OF
FINANCE CITY OF
POUGHKEEPSIE
Marc Nelson
Commissioner of Finance

Dated: January 15, 2017
Poughkeepsie New York

INSTRUCTIONS AND INFORMATION TO BIDDERS

PAGE 1 OF 3

- Read all documents contained in the bid specifications.
- Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.
- Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Mr. Joe Kane, Assistant Civil Engineer, at 62 Civic Center Plaza, Poughkeepsie, NY 12601 or by email to: engineeringdepartment@cityofpoughkeepsie.com prior to the bid opening. Such questions must be received on or before 4:30 P.M on Wednesday, February 8, 2017, unless otherwise stated in writing. Verbal questions will not be entertained.
- Bidders **shall** indicate, on the **outside** of their sealed bid, the following information:
 1. Title and Number of the Bid
 2. Date and Time of Bid OpeningFailure to do so may result in rejection of the bid as being unresponsive.
- **The following forms are necessary to be submitted as a bid, as well as any additional forms requested in the detailed specifications:**
 1. CS-1 - **Bid proposal form/price page(s)**. (except some bids, such as for the Department of Public Works or Engineering Department, where a separate form may be required). Such exceptions will be noted in the work specification.
 2. CS-2 – **Non-Collusion Affidavit**, completed, signed and dated.
 3. Iran Divestment Act Document, completed, notarized, signed and dated
 4. Proof of Apprenticeship requirement (if applicable)
 5. Bid Bond of 5% must be submitted with bid proposal
 6. Performance and Labor bonds are required upon award
 8. **PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID**

It is not necessary to submit our technical specifications with the bid. They are to be retained by the bidder for their records.

- Official bid copies are obtained on the following website: www.bidnetdirect.com/new-york, OR www.cityofpoughkeepsie.com
- **Bidders must submit one original and one copy of their bids, unless otherwise stated.** The original must be clearly marked. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.

INSTRUCTIONS AND INFORMATION TO BIDDERS

PAGE 2 OF 3

- Sealed bids for **Construction of a Roundabout at Creek Road** will be received in the Purchasing Department, 62 Civic Center Plaza, Poughkeepsie, New York, **prior to 2:30 p.m., February 15, 2017** and at that time, and place bids will be publicly opened and read aloud. Specifications and bid forms are attached hereto.

- Should the bidder find discrepancies or omissions in the specifications, he shall notify the Purchasing Agent, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.

- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing to all interested vendors clearly indicating the change or alterations.

- The City of Poughkeepsie officially distributes bidding documents from the Purchasing Office or the Hudson Valley Municipal Purchasing Group's Regional Bid Notification system. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Purchasing Office or the Regional Bid Notification System will be sent addendum information, if such information is issued.

- If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.empirestatebidsystem.com

- The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the City. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent... who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the City of Poughkeepsie in its contractual relations.

- No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening.

- Upon acceptance of any bid, the successful bidder shall execute a contract, in accordance with the specifications, with the CITY OF POUGHKEEPSIE.

INSTRUCTIONS AND INFORMATION TO BIDDERS

PAGE 3 OF 3

- Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule form the New York State Department of Labor for the entire term of the contract. The City may audit adherence to this schedule at any time during or after the contract period.

- "NEW YORK STATE OSHA 10-HOUR CONSTRUCTION SAFETY AND HEALTH COURSE S1537-A: This provision, effective July 18, 2008, is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00 contain a provision of this requirement. Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

Marc Nelson
Commissioner of Finance
Dated: January 14, 2017
Poughkeepsie, New York

INFORMATION FOR BIDDERS

1. DEFINITIONS

The word "Owner" or "City" shall mean The City of Poughkeepsie, a municipal corporation created and organized under the laws of the State of New York.

The word "Board shall mean the Board of Contract and Supply of the City of Poughkeepsie, as established and authorized by the Common Council of the City of Poughkeepsie.

The word "Engineer" and/or "Contract Administrator" shall mean City Engineer, or a person appointed or designated by him to act as his representative for this contract and acting within the scope of the particular duties assigned to him.

Wherever, in the specifications or upon the drawings, the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission 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.

2. PREPARATION OF BIDS

It shall be the responsibility of each bidder to examine the site of the work, acquaint himself with the working conditions and make his own determination of the labor, materials and equipment required to accomplish the work involved in the performance of the proposed contract. Neither the Owner nor the City will furnish any labor, materials or equipment unless specifically stated in the specifications.

3. FORM OF BIDS

BIDS must be submitted on the following forms, which are included as noted and must be returned to constitute an acceptable bid:

1. Bid forms
2. Non-Collusive Bidding Certification (included in Appendix 12-1)
3. Disclosure of Lobbying Activities (included in Appendix 12-1)
4. DBE Utilization Goals Form (attached)
5. Bid Bond
6. Acknowledgement of any Addendums

The Owner may consider informal bids and may reject any bid not prepared and submitted in accordance with the provisions stipulated herein, and may waive any informality in, or reject all bids.

Bids shall contain the full business address of the bidder and shall be signed by him with his usual signature. Bids by a partnership shall contain the full name of each partner and shall be signed with the partnership name by one of the partners or an authorized representative followed by the signature and designation of the person signing the bid. Bids by a corporation shall be signed by a bona fide officer of the corporation with the legal name of the corporation followed by the name of the state of incorporation and the signature of the President, Secretary or other person authorized to bind it in the matter.

When requested, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

4. GUARANTY

To insure the execution of the contract and performance bond, if required, each bidder shall submit with his bid a guaranty bond, executed by a surety company acceptable to the Owner, or a certified check drawn upon an incorporation State or National Bank or Trust Company within this State, made payable to the City of Poughkeepsie, in the amount of five percent (5%) of the largest amount for which an award can be made under this request for bids. Certified checks may be held uncollected at the bidder's risk; those submitted by unsuccessful bidders will be returned, as soon as practicable after the opening of bids, and those submitted by the successful bidder, as soon as practicable after the execution of the contract and bonds.

5. SUBMISSION AND OPENING OF BIDS

Bids with their guarantees shall be sealed securely in suitable envelopes addressed to the Board of Contract and Supply, 62 Civic Center Plaza, Poughkeepsie, New York 12601, and plainly marked on the outside with the identification of the proposed project. At the time fixed for the opening, the bids will be publicly opened and read for the information of the bidders and other interested persons who may be present.

6. WITHDRAWAL OF BIDS

No bid shall be withdrawn or canceled except upon approval of the Owner and then only upon submission of a written request setting forth ample, sufficient and legitimate reasons for such a withdrawal or cancellation. 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.

7. AWARD OR REJECTION OF BID

Award of the contract will be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Owner, price and other factors considered. The Owner reserves the right to make awards in accordance with any of the bid items or any combination of the bid items, to reject any and all bids, and to waive any informality in bids, whenever such is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, who is not in a position to perform the contract, or respecting whom the facts, as to business and technical organization, financial resources, plant or experience in the construction of comparable work, justify such rejection. The Owner reserves the right to require, prior to the award of the contract, a statement of facts in detail of the business and technical organization and plant of the bidder available for the contemplated work, including the financial resources and experience of the organization in construction of comparable work. Any bid conditioned, in whole or in part, on the revision or omission of any requirement or provision in the specifications accompanying documents as issued to prospective bidders or on the inclusion of any requirement or provision not contained therein, will be rejected as an unqualified bid and no award will be made to a bidder on such a bid. If more than one bid is offered by any one party, by or in the name of his or their clerk, partner or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

8. CONTRACT AND BONDS

Within 10 days after the prescribed forms are presented to him for signature, the bidder to whom the award has been made shall enter into a written contract in the form prescribed and shall furnish a surety company bond satisfactory to the Owner in a sum equal to the amount of the

contract, guaranteeing the faithful performance and satisfactory completion of the work, in accordance with the plans and specifications for same and, in compliance with the terms and conditions of the contract, and the payment of all obligations arising thereunder, and guaranteeing the maintenance of the work in perfect condition until the date of its completion and acceptance by the Owner.

If the bidder to whom the contract is awarded shall fail or neglect to sign and execute contract and bond within the period stipulated above, such failure or neglect will be considered as abandonment of the contract by the bidder and the bid bond or certified check accompanying the proposal shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal, and the Owner shall have the power to rescind said award, make an award to another bidder, or to re-advertise for proposals.

9. INSURANCE

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable:

(Note: The insurance policy shall name as the insured the Contractor, the Engineer, and the Owner.)

The following shall be purchased by the Contractor:

1. Claims under worker's compensation, disability benefit and other similar employee benefits acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by another other person; and
- b. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or reduced, nor will the policy be lapsed at expiration, unless at least 30 days prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
1. Automobile Liability - Every Contractor shall take out and maintain during the life of this contract Automobile Liability insurance on an occurrence basis covering all owned, non-owned and hired vehicles with the limits or not less than:

Bodily Injury	\$1,000,000 each person \$2,000,000 each occurrence
Property Damages	\$1,000,000 each occurrence
No Fault Benefits	Statutory Benefits

2. General Liability - Every Contractor shall take out and maintain during the life of this contract, which induces the guarantee period, such Comprehensive General Liability insurance, on an occurrence basis, to protect him from claims for damages for Bodily Injury and for Property Damage with limits not less than:

Bodily Injury	\$1,000,000 each person \$2,000,000 each occurrence
Property Damages	\$1,000,000 each occurrence \$2,000,000 aggregate

3. Contractors' Protective Liability - The General Liability Policy should be written to include Contractors' Protective Liability for Bodily Injury and Property Damage with limits not less than those specified above to protect the Contractor against claims arising from the operations of any subcontractors which he employs on the project.
4. Contractual Liability - The above policies for General Liability insurance shall be written to include Contractual Liability for Bodily Injury and Property Damage for limits not less than those specified above, insuring the provisions in the contract for indemnification of the Owner.
5. a. In the event the operations of the Contractor or his subcontractor involve use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling or backfilling, or pile driving, such work shall not be undertaken until satisfactory evidence in writing has been submitted to the Owner and engineers that the Contractor's Property Damage Liability insurance covers injury to or destruction of underground property, such as wires, conduits, pipes, mains, sewers, tanks, tunnels, or similar property, or any apparatus in connection therewith, beneath the surface of the ground or water, and to any other property, whether it be the property of the Owner or of others.
- b. In the event the operations of the Contractor or his subcontractor include (1) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, coffer dam work or caisson work, or (2) moving, shoring, underpinning, raising or demolishing any building or structure or rebuilding or removal of any structural support thereof, such operations shall not commence until written evidence has been submitted to the Owner and engineers that the Contractor's insurance includes coverage for structural injury to or collapse of any building or structure.
- c. The Contractor shall procure and maintain at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall

provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

d. Property Insurance - The Contractor shall take out and maintain during the course of construction, "all risk" insurance, on the project on which the work under this contract is performed, in an amount equal to 100 percent of the insurable value thereof, less a deductible amount of \$500.00 to be applied to any single loss. The insurance shall include all items of labor and materials, equipment and supplies, incident to the construction of said project, including all permanent fixtures, and including temporary structures, scaffolding, stages and equipment not owned or rented by the Contractor, the cost of which is included in the cost of work, while on the premises or within 100 feet thereof. This insurance shall not cover tools owned by mechanics, nor tools, equipment, forms, scaffolding, shanties, storage sheds, temporary office and the like, owned or rented by the Contractor, whether or not on the site of the work. Any loss amounting to Five Hundred Dollars (\$500.00) or less shall be borne by the Contractor. Fire insurance shall be written in the name of the Owner and be payable to the Owner as trustee for the Contractors as their respective interests may appear.

10. ADDENDA AND INTERPRETATIONS

No interpretations of meaning of the plans, specifications or other portions of the contract documents will be made orally. Every request for such interpretation must be addressed to the Engineer, and to be given consideration must be received at least six days prior to the date fixed for the opening of bids. Any and all such interpretations and other supplemental instruction, will be in the form of a written addenda which, if issued, will be sent by registered mail, with return receipt requested, to all holders of the contract documents at the respective addresses furnished for such purposes not later than four days prior to the date fixed for the opening bids.

11. EXCISE AND FEDERAL TRANSPORTATION TAX

The Contractor may be exempted from the payment of Federal Excise and Transportation taxes, in accordance with the following:

- a. Excise Tax Exemption Certificate will be certified by the Engineer when requested by the Contractor for items which fall within the scope of the contract and may be exempt from Federal Excise Tax.
- b. The Contractor, in order to obtain exemption from the Federal Transportation Tax, shall notify all suppliers that shipping papers be worded as follows: "To the City of Poughkeepsie, New York, Consigned C/O , Contractor.

No certificate of exemption is necessary.

In the case that contradictory or conflicting regulations, specifications, or directives are found to exist between those of the Federal Government, its bureaus, departments and agencies and those of the local agencies, the more restrictive regulations, specifications or directives, shall be deemed to take precedence over the less restrictive.

12. LIQUIDATED DAMAGES

The parties acknowledge that time is of the essence and that the Owner will suffer a financial loss if the Work is not completed within the specified time as provided by the Contract Documents, or any agreed to extensions thereof. The parties further acknowledge that it may be difficult or impossible to ascertain with certainty, the amount of actual damages incurred if the Contractor fails to complete the Work within the said time. Therefore, the Owner and Contractor agree that the liquidated damages are intended as compensatory in nature and are not as a penalty. The Contractor shall pay to the Owner amount will be determined by the low bid amount as indicated in the NYSDOT Standard Specs per day. It is agreed, however, that the Contractor shall not be charged with liquidated or actual damages if any delays in the completion of the work are due to causes beyond its control, including, but not limited to, acts of God, or war; acts of the City or any State or political subdivision thereof (including, but not restricted to the operation of any governmental preferences, priorities, or allocations of material); acts of another contractor in the performance of a contract with the Owner; floods, earthquakes, or other catastrophes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather. The determination of the Owner shall be final.

NEW YORK STATE OSHA 10-HOUR CONSTRUCTION SAFETY AND HEALTH COURSE S1537-A

This provision, effective July 18, 2008, is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement. Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

END OF SECTION

BID PROTEST POLICY

NYSDOT Standard Construction Specifications must be followed for bid protests.

Special Notes

SPECIAL NOTES

1. Federal-Aid

This project is a Locally Administered Federal Aid Project (LAFAP) and must comply with the Procedures for Locally Administered Federal Aid Projects (PLAFAP) as outlined in the NYSDOT PLAFAP Manual. The project contains Affirmative Action Goals and reporting requirements. NYSDOT Standard Specifications must be followed on a Federal Aid project.

2. Modifications to the NYSDOT Standard Specifications

All work contemplated under this project is to be covered by and in conformity with the New York State Department of Transportation Standard Specifications, as amended and except as modified on the plans and in the Bid Specifications Book.

Where NYSDOT, the State, Regional Director, or the Commissioner is mentioned in any capacity as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to City of Poughkeepsie Official or his designee. This change shall be made in all the Documents relating to this Project, including but not limited to the Bid Specification Book, Plans, and the Specifications.

3. Right-of-Way (ROW)

All work to be performed under this contract will be within the public Right-of-Way (ROW) in accordance with section 105-15 of the standard specifications. The contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.

If contractor is unable to identify the limits of the Rights-of-Way when the contract calls for work in those vicinities, the contractor must contact the project engineer for definitive boundary determinations before any work may be initiated at those locations (standard specifications sections 105-10 and 625).

In accordance with section 107-13 of the standard specifications, releases for any non-essential contract work outside of the existing Rights-of-Way, including plantings, landscaping or driveway enhancement, will be provided by the project engineer and in no instance are to be secured by the contractor. The contractor shall not invade upon private properties, lands or buildings outside of the Rights-of-Way for any reason without first securing written permission from the property owner (standard specifications sections 105-15, 107-13).

The contractor will be held liable for any damages done. Any such injuries or damages shall be satisfactorily repaired or items replaced at the contractor's expense (standard specifications section 107-08 and 107-13).

4. NYSDOL Prevailing Wage Rates and Federal Davis-Bacon Wage Rates

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

Federal Davis-Bacon Wage Rates: <http://www.wdol.gov/dba.aspx>

NYSDOL Prevailing Wage Rates: PRC#2017000264

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

Disadvantaged Business Enterprise (DBE)

The Contractor shall note that this job is funded, in part, with Federal funds and as such, there is a DBE goal. The DBE goal for this project is seven percent (7%).

Prior to Award of the project, a DBE Utilization Plan must be submitted and approved by the Equi the City demonstrating that the DBE Goal has been met. All DBE reporting on this project will be performed in the Equitable Business Opportunities (EBO) reporting software.

6. **Lobbying**

The Contractor must secure certification regarding lobbying for all subcontractors. The Certification is the same as the form provided in this specification. All certifications must be provided to the City and completed before entering into a contract with a subcontractor.

Superpave Hot Mix Asphalt

The Contractor should be aware that this is a performance-related specification in which the Contractor is responsible for compacting the pavement within a specified density range. In order to successfully compact the pavement to the specified density range, the Contractor must be prepared to select, operate, and control the paving and compaction equipment, to monitor the result, and to make necessary adjustments (without direction from the Engineer) to achieve the desired results. Written instructions for determining pavement density and core locations are available from the Regional Materials Engineer or the Director, Materials Bureau.

The Performance Graded asphalt binder used in the production of SUPERPAVE Hot Mix Asphalt mixtures shall be a **64-28** as defined by AASHTO Provisional Standard MP1 – Standard Specification for Performance Graded Asphalt Binder.

The mixtures design should be developed in accordance with the criteria specified in the SUPERPAVE Hot Mix Asphalt Items that is appropriate for an “Estimated Traffic” level of **<10** “Million 80 kN ESALs”.

All Hot Mix Asphalt (HMA) to be NYSDOT approved mixes from NYSDOT approved plants in accordance with current NYSDOT specifications.

Tree Protection for Endangered Species

The area beneath the drip line of all trees with a trunk diameter of 3 inches or greater located outside of the project clearing limits or in proximity to staging and stockpiling areas shall not be disturbed. Disturbance includes removing trees, stockpiling material, storing equipment, or driving and parking vehicles beneath the drip line of trees. Additional trees requiring protection may be designated by the engineer-in-charge. The contractor shall submit a plan to the engineer-in-charge for approval showing the proposed staging, storage and stockpile areas for each site prior to placement of any equipment or materials at the subject area.

Time of Year Cutting Restrictions for Indiana Bat & Northern Long-Eared Bat

In order to prevent any direct takings of Indiana bat (*myotis sodalis*), a federal and state listed endangered species and northern long-eared bat (*myotis septentrionalis*), a proposed federal listed endangered species, the contractor’s attention is hereby directed to the fact that tree cutting shall only be performed after October 31 and before March 31. Time of year tree cutting restrictions apply to trees that are 3 inches or greater diameter at breast height (dbh).

10. Iran Divestment Act

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

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

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

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

11. Supplemental Iran Divestment Act

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

By entering into a renewal or extension of the Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

12. **Emergency Contacts**

- A. The Contractor shall employ, for the duration of the Contract, a telephone answering service to meet the requirements stated in Standard Specification Section 107-05.
- B. The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact contractor personnel with the authority and capability to mobilize forces to respond to an emergency.
- C. The following action shall be taken after an emergency call is received.
 - i. During Normal Work Hours:
 - a. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received it.
 - b. Immediately following the return call to the initiator, he should contact the Inspector advising of the situation and what action he plans to take. If the Inspector is not reachable at the job site, he should contact the City Highway Superintendent, Marc Pfeifer at (845) 485-3636.
 - c. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Inspector or the City of Poughkeepsie.
 - ii. During Non-Working Hours:
 - a. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received it. If the call initiated from a person or agency other than the City, immediately notify the Inspector of the situation and the action he plans to take.
 - b. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
 - c. Follow-up call within two hours of the original call shall be made to the original caller and to the City advising of the status of the emergency and the actions taken.

13. **Coordination With Utilities Schedule**

In addition to requirements and/or explanations contained in the current Standard Specifications under Sections 102-02, 102-03 and 107-05, the Contractor is advised of the following:

All known public and private utility lines within or adjacent to the site of the work, are shown in the existing approximate locations on the contract plans. The Contractor is cautioned that these locations are not guaranteed; nor is there a guarantee that all such lines in existence have been shown on the plans.

The Contractor shall conduct operations as to prevent damage to such facilities. The Contractor shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage. Notification to the various owners of facilities shall be given in accordance with New York State Industrial Code 753.

The Contractor shall satisfy him or herself as to the exact location of utility lines and shall protect and support, in a suitable manner, all utilities encountered in the work. The Contractor shall make good any damage to those utilities caused by the Contractor's operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.

Prior to the commencement of construction, the Contractor shall meet with all the known public and private utility companies occupying the work site. The Contractor shall, at this meeting, inform the utility companies of the Contractor's schedule of operations and so coordinate work with these companies.

The Contractor specifically agrees that included in the unit prices and lump sum prices bid for the various items of the contract any additional cost of doing the work under this contract because of the fact that the Contractor may not have a clear site for the work and because of interference of roadway use by the utilities, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

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

14. **Maintenance and Protection of Traffic**

During high peak traffic hours from Dutchess Community College traffic, lane closures may be limited as to not cause any excess traffic delays.

15. **Disturbed Areas**

The Contractor will be responsible for the restoration of disturbed areas in accordance with requirements of Section 107-08 of the NYSDOT Standard Specifications.

16. **Construction, Excavation, And Demolition Operations At Or Near Underground Facilities**

The Contractor is hereby put on notice that the provisions of Industrial Code Rule 753 (16 NYCRR) effective February 7, 1997, apply to this project and no direct payment for any work required by the code will be made.

17. **Stakeout For Private Utilities**

In order for private utility companies to properly locate their new utility structures, the Contractor shall provide line and grade stakeout of the new roadway in the vicinity of the new utility structure locations. The Contractor shall coordinate this stakeout so that it is available to the utility companies in a timely manner. The Contractor will be responsible to maintain this stakeout once it has been made. The cost of this stakeout by the Contractor shall be included in the price bid for Item 625.01 Survey and Operations.

18. **Furnishing Water Equipment And Applying Water**

Wherever the Specifications require applications of water, the cost of applying water and Furnishing water equipment shall be included in the unit price bid for that specific item in the Contract.

19. **Insurance And Bonds**

The cost of required insurances and bonds and/or any other similar significant initial expense not paid for under any specific item specification shall be included in the unit prices bid for the various items in the Contract.

20. Mobilization

The cost of setting up necessary storage areas, sanitary and other facilities as required by local or state law or regulations shall be included in the mobilization bid item 699.040001

21. Asphalt Hauling

The Contractor or Supplier of asphalt materials to the project site shall give prior notification to trucking agents as to the following limitations on quantities and haul route.

- A. 10 wheel dump truck – 20 tons.
- B. Tri-axle dump and/or trailers – 24 tons.
- C. Haul route shall be submitted to the project engineer for approval prior to commencing work. No loaded trucks shall travel over newly placed asphalt.
- D. Vehicles exceeding the aforementioned limitations and use of unapproved haul route will be subject to material rejection by the Engineer.

22. Paving Operation

The Contractor shall provide a total of two (2) rollers of sufficient size and type for paving operations, initial breakdown phase with one roller, and finish phase with the remaining roller.

23. Clean-Up Operation

The Contractor will be responsible for final clean-up of all asphalt material left on the project site by trucks and by the paving operations (joint material, spillage). Disposal shall be made in a manner approved by the project engineer.

24. Item Payment

Any or all work completed in the absence of a representative of the OWNER (inspection force), will be considered reason for non-payment of the aforementioned.

25. Survey And Stake-Out

The Contractor shall be responsible for all survey and stake-out of the construction site. The coordinates and locations of base points are shown and described on the Drawings. Payment will be made under Item 625.01 entitled Survey and Stakeout.

26. Safety And Health Regulations

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

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

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

27. **Safety And First Aid**

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

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

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

28. **Submittals**

Submit five (5) copies with the cover sheet provided for any shop drawings or other materials requiring submittals.

Federal Clauses

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

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

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

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

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

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

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

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CHAPTER 12, APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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

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

CERTIFICATION FOR FEDERAL AID CONTRACTS

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

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

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

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

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

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

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

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

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application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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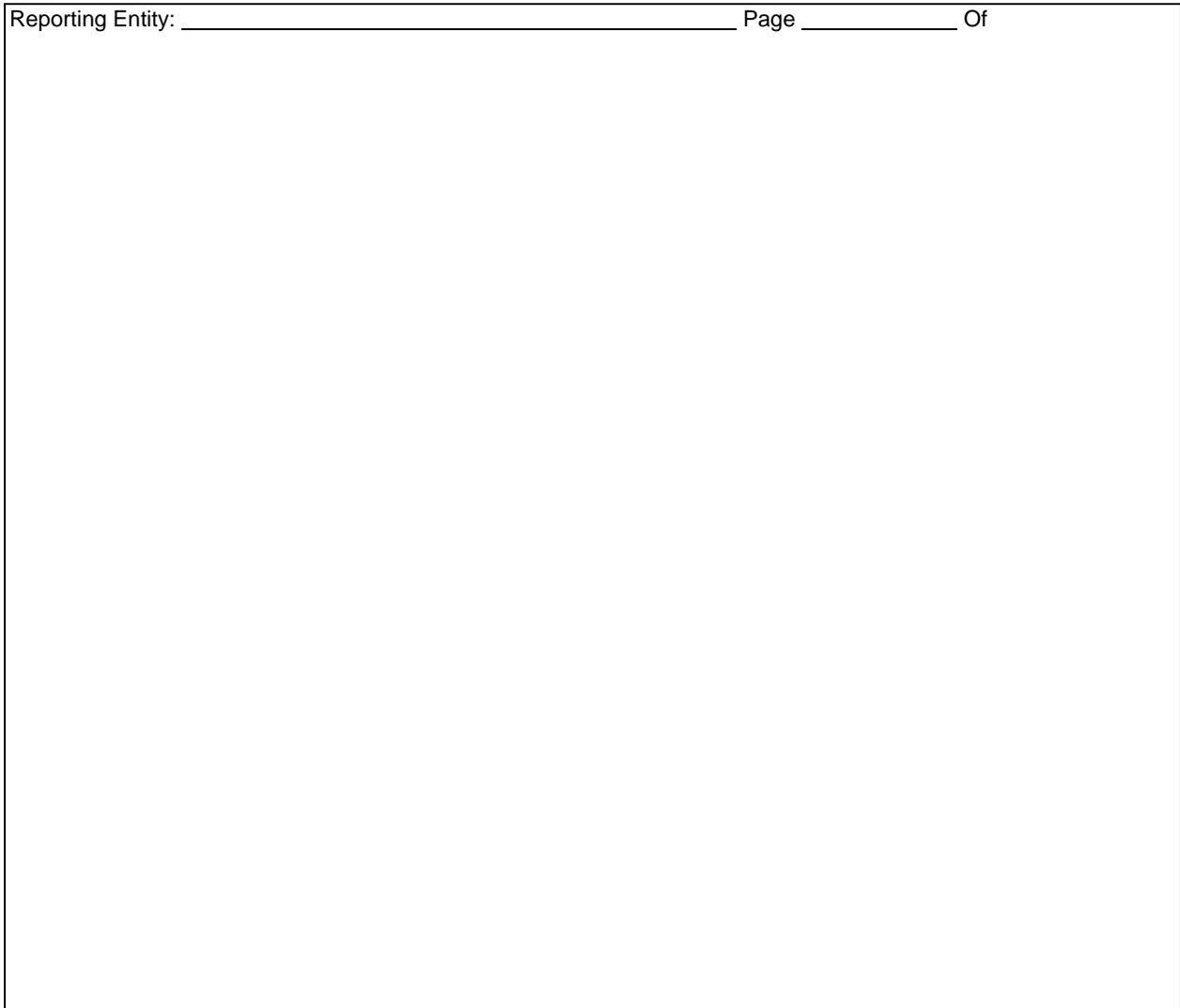
REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by
OMB
0348-0046

Continuation Sheet

Reporting Entity: _____ Page _____ Of _____



Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

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

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

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

Non-collusive bidding certification.

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

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

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

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

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

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

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

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

(A) 2

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

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

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

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

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

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

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

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

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

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

Date:

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

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signator in Above Firm)
(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me
personally came _____, to me known and known
to me to be the person who executed the above instrument, who being duly sworn by me, did
depose and say that he/she resides at

_____, and that he/she is the
of the

the corporation described in and which executed the above instrument, and that he/she signed
his/her name thereto on behalf of said Corporation by order of the Board of Directors of said
Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20_____,
before me personally came _____, to me known and

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

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____

Street or P. O. Box No.

City

State ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

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

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

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

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

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EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

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

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

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

GOALS FOR WOMEN

Female Goals - 6.9%

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

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

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

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

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

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

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

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Selection of Labor: During the performance of this contract, the Contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal Aid construction contracts and to all related subcontracts of \$10,000.00 or more)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Employment Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The Contractor will work with the Owner, the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The Contractor will accept as his/her operating policy the following statement:

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

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

3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and

classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.
- e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

b. In the event that the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5 **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be

followed:

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

6. Training and Promotion:

- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for

membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.

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

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Owner.

5. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and use DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA and/or Owner personnel offices.

c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

6. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of, the Owner, the SHA, and the FHWA.

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

- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
7. The Contractors will submit an annual report to the Owner and the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal Aid construction contracts and to all related subcontracts of \$10,000.00 or more)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal Aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provision of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age, or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000.00 or more and that it will retain such certification in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal Aid construction contracts exceeding \$2,000.00 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its Subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employee's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The Owner's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rates, and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

d. The event the Contractor or Subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representative, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe benefits:

a. Whenever the minimum wage rates prescribed in the contract for a class of laborers or mechanics include a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefits as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

4. Apprentice and Trainees (Programs of the U. S. DOL) and Helpers:

a. Apprentices:

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

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage determination for the work actually performed. Where a Contractor or Subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

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

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or Subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided for in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less

than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than the full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate determination for the classification of work actually performed.

Apprentices and Trainees (Programs of the U. S. DOT):

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

6. **Withholding:** The Owner shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Owner's contracting officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:** No Contractor or Subcontractor contracting for any part of the contract which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraph 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any work week in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such work week.

8. **Violations:** Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any Subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:** The Owner shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENT AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each Subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each

such employee; his or her correct classification; hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types of described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Owner's resident engineer or agent in charge of the project a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), US Government Printing Office, Washington DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 231.

g. The Contractor or Subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the Owner, the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Owner, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1 Effective May 22, 2007, FHWA no longer require the submission FHWA Form-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds."

2 At the Prime Contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each Subcontractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Prime Contractor.

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

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

3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who

performs the work) and (b) such other of its own organizations resources (supervision, management and engineering services) as the Owner's contracting officer determines is necessary to assure the performance of the contract.

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

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635.108). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner's contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any Subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have the right of entry to any site of contract performance to inspect or investigate the matter of compliance with the Construction Safety and Health Standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, supplies, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635.119) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 USC 1020 reads as follows:

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid Construction contracts and to all related subcontracts of \$100,000.00 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Pub. L 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Pub. L 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed on the date of contract award, on the US Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the Owner of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such

action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts and to all related subcontracts of \$100,000.00 - 49 CFR 29)

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000.00 or more - 49 CFR 29)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

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

2. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
3. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
4. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

REQUIRED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL REGARDLESS OF WHOSE SPECIFICATIONS ARE USED.

WAGE RATE INFORMATION

Contractor and/or Subcontractors must use the higher of the Prevailing Federal, State or applicable local wage rates paid to each trade.

WAGE RATES

CERTIFICATION OF PAYROLL PURSUANT TO SECTION 220 OF THE LABOR LAW WILL BE REQUIRED

CERTIFIED PAYROLL MUST BE SUBMITTED MONTHLY OR WITH PAYMENT REQUESTS

THIS PROJECT HAS BEEN ASSIGNED PRC# 2017000264

THIS SCHEDULE MAY BE VIEWED ON-LINE AT

www.labor.ny.gov/workerprotection/publicwork/PWReqforOWS.shtm

DAVIS-BEACON WAGE DETERMINATION RATES

CERTIFICATION OF PAYROLL PURSUANT TO FAIR LABOR

STANDARDS ACT OF

THE LABOR LAW WILL BE REQUIRED

CERTIFIED PAYROLL MUST BE SUBMITTED WITH PAYMENT

REQUESTS FEDERAL PREVAILING WAGE RATES ARE

AVAILABLE NY7 AND CAN BE VIEWED online AT:

<http://www.wdol.gov/gov/dba.aspx>

Click on Archived WDs, enter NY7 in the search box, click on the latest update.

Be sure to check back for updates.

Visit www.wdol.gov for Frequently Asked Questions

Special Specifications

ITEM 203.24010017 - SHOULDER BACKUP MATERIAL

DESCRIPTION:

This work shall consist of furnishing, placing, grading, compacting, and trimming shoulder backup material of the type indicated adjacent to shoulders to the lines, grades, and locations indicated in the contract documents or to the lines, grades, and locations directed by the Engineer, in accordance with these specifications and details shown in the plans.

MATERIALS:

General. Except as indicated below, §304-2 shall apply. Where the term “subbase course” is used in that subsection, “shoulder backup material” shall replace it.

Material incorporated into the work need not be stockpiled. The State may test for plasticity, soundness, and gradation at its discretion, or may decide not to test for these properties. Materials incorporated into the work shall consist of uncontaminated materials, free of glass, conforming with these specifications, the contract documents, and the directions of the Engineer.

Unless indicated otherwise in the contract documents, the Contractor may choose the type or types of material to use from the list of types given below. Intermixing of the permitted types, however, will be subject to the approval of the Engineer.

Material that proves to be, or that is determined by the Engineer to be impractical to place, grade, trim or compact as shown in the contract documents or as directed by the Engineer shall not be used.

Type A (Crusher-run, crushed gravel, or crushed stone.) Shoulder backup material of this type shall consist of well graded crusher-run material from a stone quarry or gravel source, or crushed Portland cement concrete. The material shall contain no organic, deleterious, hazardous or toxic material. Gradation shall be subject to the approval of the Engineer, but no material larger than 1 inch in greatest dimension will be allowed. Materials shall not show losses greater than 20% after four cycles of the Magnesium Sulfate Soundness test.

Type B (Subbase Course, Type 2.) Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 2. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

Type C (Subbase Course, Type 4.) Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 4 of the Standard Specifications, except the material furnished shall consist of sand and gravel or a blend of sand and gravel and stone. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

Type D (Recycled Asphalt Concrete.) Material provided under this option shall consist of uncontaminated recycled asphalt concrete pavement produced on the contract or from other sources as approved by the Engineer. Recycled asphalt concrete pavement shall be substantially free of pieces larger than 4 inches.

Type E (Select Structural or Granular Fill.) Material provided under this option shall consist of material conforming to the soundness, gradation, and pH requirements for Select Structural Fill or Select Granular Fill, except top size shall not exceed that for Type C.

ITEM 203.24010017 - SHOULDER BACKUP MATERIAL

CONSTRUCTION DETAILS:

The material shall be placed on the grade in a manner to minimize segregation using equipment and procedures approved by the Engineer. Uncontrolled spreading from piles dumped on the grade resulting

in segregation will not be permitted. Maximum loose lift thickness prior to compaction shall be 6 inches. The contractor's compaction methods and equipment shall be approved by the Engineer. After compaction, the finished surface of the compacted material at the shoulder edge shall not extend above the edge of the shoulder nor be more than 0.4 inches below the shoulder. Tolerance elsewhere shall be 1½ inch, except the surface shall be graded to drain at every location.

If the final grade of the material is not in reasonable close conformity to the lines and grades indicated in the contract documents, or to those directed by the Engineer, the material shall be trimmed to achieve reasonably close conformance. Additional material shall be brought in to fill deficiencies, and excess material (trimmings) shall be removed. Trimmings may be incorporated into the shoulder backup work at other locations along the project if such opportunities exist and provided gradation of the resulting material remains in conformance with the gradation requirement for the selected option. When it is not possible to incorporate the trimmings in the shoulder backup work the trimmings shall be disposed of or used elsewhere in the contract in a manner approved by the Engineer.

METHOD OF MEASUREMENT:

Shoulder Backup Material will be measured for payment as the number of tons evidenced by delivery tickets, properly placed, graded, compacted, and trimmed along the edge of shoulder in accordance with these specifications and the directions of the Engineer.

When truck scales are not available within reasonable distance of the source of the material, as determined by the Engineer, the quantity paid for will be determined using conversion factors and the loose volume of shoulder backup material determined by measuring the dump truck bodies. The Contractor shall select the trucks to be used for delivery of the material with the approval of the Engineer. Once the trucks are selected and approved by the Engineer, no other trucks shall be used for delivery of this material. The trucks shall be uniformly loaded to the satisfaction of the Engineer.

Additional material brought in as part of the trimming operation to fill deficiencies will be measured for payment. The quantity of trimmings removed from the shoulder backup operation and not incorporated into the shoulder backup work elsewhere, however, will not be measured for payment under this pay item, and the Engineer will make an appropriate adjustment to the measured quantity.

Unless other conversion factors are indicated in the Contract Documents, the conversion factor will be 0.05tons per cubic foot, loose measure.

BASIS OF PAYMENT:

The unit price bid per ton for Shoulder Backup Material shall include the cost of all labor, materials, and equipment necessary to satisfactorily furnish, place, grade, compact, and trim Shoulder Backup Material.

ITEM 304.1100008 - SUBBASE COURSE (MODIFIED)

All specification requirements for Item 304.11 shall apply with the following addition:

At his option, the contractor may substitute Type 2 material, as specified in Section 304-2.02 of the Standard Specifications. There will be no change in the price bid if the contractor elects to make this substitution.

ITEM 605.09020008 - UNDERDRAIN FILTER TYPE 1 (MODIFIED)

All specification requirements for Item 605.0901 shall apply with the following modifications:

1. The use of crushed gravel or screen gravel as stated in Subsection 605-2.02A Granular Filter Materials will not be allowed.
2. METHOD OF MEASUREMENT

A deduction shall be made for pipes (based on nominal diameters) and other payment items, when the combined cross-sectional area exceeds 1 square foot unless otherwise shown on the plans. No deduction will be made for the cross sectional area of an existing facility.

ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE

DESCRIPTION

This work shall consist of furnishing, installing, and maintaining Temporary Plastic Barrier Fences of the type and at the locations shown in the plans or where directed by the Engineer.

MATERIALS

Materials for Temporary Plastic Barrier Fences shall meet the following requirements:

- **Fence:** High-density polyethylene mesh, ultraviolet-stabilized min. 2 years; minimum height 4.0 feet. Color: high-visibility orange or green. When used to protect trees or other vegetation, color shall be high-visibility orange.
- **Posts:** Rigid metal or wood posts, minimum length 6.0 feet.
- **Ties:** Steel wire, #14 gauge or nylon cable ties.
- **Warning signs:** Sheet metal, plastic or other rigid, waterproof material, 1.5 feet by 2.0 feet with 4 inch black letters on a white background. Text shall be: "Protected Site - Keep Out" unless otherwise specified.

CONSTRUCTION DETAILS

Fences shall be erected prior to moving construction equipment onto any area designated for protection.

The line of fences as indicated on the plans shall be staked or marked out on the ground by the Contractor and approved by the Engineer before any fence is installed. Where used for protection of individual trees, fence shall be placed at the drip line (extent of canopy). If not possible, placement shall be as close to the drip line as possible and in no case less than 5.0 feet away from the tree trunk.

On approval of the stakeout, posts shall be securely driven on 6.0 foot-maximum centers, normal to the ground, to a depth 1/3 of the total post length. Plastic barrier fence shall be placed along the side of all posts. Ends of fencing segments shall overlap a distance of at least one half the fence height.

Fencing shall be secured to posts with wire or cable ties at top, middle and bottom of post. Fastener shall be tight enough to prevent the fencing from slipping down. Overlaps shall also be securely fastened.

Barrier fence which is not orange in color shall be flagged at 6.0 foot intervals with red or orange florescent tape. Warning signs shall be mounted on the fence at no more than 100 foot intervals.

Maintenance shall commence immediately after erection of the fence and continue until one week prior to acceptance of the contract, and shall consist of: replacing damaged post(s) and fencing; re-fastening and tightening fencing; and restoring fence to its intended height.

Fencing used for tree or other vegetation protection shall not be temporarily removed to allow equipment access over a protected area, except as required for items of work specifically shown on the plans and approved by the Engineer in writing.

ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE

METHOD OF MEASUREMENT

The quantity to be measured for payment will be the number of feet of Temporary Plastic Barrier Fence erected, measured along the top, to the nearest whole foot.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work. Relocation of a fence from one location to another as directed by the Engineer shall be considered as a new location and will be separately paid.

Seventy percent (70%) of the price bid will be paid after satisfactory installation of the fence. The remaining Thirty percent (30%) will be paid after complete removal of the fence.

ITEM 607.9600008 - REMOVE AND DISPOSE OF EXISTING FENCE

DESCRIPTION:

The contractor shall remove existing fence in accordance with the plans, specifications and directions of the Engineer. All references to "fencing" shall include existing gates, if any to be removed.

MATERIALS:

Materials needed for modifying end sections shall conform to the requirements of Section 710 of the Standard Specifications or shall conform to the material requirements of the existing fence, as directed by the Engineer.

Concrete for footings shall conform to Section 607-2.01 of the Standard Specifications.

CONSTRUCTION DETAILS:

The contractor shall remove and dispose of the existing fence to a point shown on the plans or where directed by the Engineer. If a portion of the existing fence is to remain, the remaining end section shall be modified to adequately secure the fencing. This modified section shall include all hardware necessary to secure the fencing in a manner similar to the existing end section or as directed by the Engineer. Parts salvaged from the removed portion, acceptable to the Engineer, may be reused in the end section.

All work shall be done in a workmanlike manner with care taken not to disturb the surrounding area or existing fence to remain. Any damage to the area or existing fence to remain caused by the contractor's operations shall be repaired to the original condition at no expense to the state. Any concrete post footings shall be either broken up and removed or removed in one piece as determined by the contractor and approved by the Engineer. All post holes shall be filled to meet existing grade. All excavation and backfill shall conform to Section 203 "Excavation and Embankment".

METHOD OF MEASUREMENT:

This work will be measured as the number of feet of fence removed in accordance with the plans or as directed by the Engineer. An additional 10 foot allowance will be paid for each end section modified to secure the remaining fence.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, equipment and materials necessary to complete the work, including the cost of any fill required to fill the post holes.

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

DESCRIPTION

Construct Portland cement concrete sidewalks as shown on the contract documents according to §608 of the Standard Specifications, using colored and/or imprinted concrete, including color matching joint material, when specified.

MATERIALS

Apply §608-2.01 with the following modifications:

Colored Concrete

All coloring agents shall produce a color conforming to the Federal Standard 595. The color shall be as indicated on plans.

Color admixtures for integrally colored concrete will be certified by the manufacturer as meeting the requirements of ASTM C979 Standard Specifications for Pigments for Integrally Colored Concrete and be packaged such that one dose is the proper dosage for one cubic yard of concrete.

Imprinted Concrete

Use imprinting tools capable of imprinting the surface of the concrete with a uniform and aligned pattern and/or texture. Use a clear release agent as specified by the imprinting tool manufacturer. These materials shall be approved by the Engineer prior to their use.

Color Matching Joint Material

When specified for any location, use a color matched caulking compound designed for joint sealing.

CONSTRUCTION DETAILS

Apply §608-3.01 with the following modifications:

Test Panels

Prior to the start of work, the Contractor shall show evidence of successful completion of similar installations. The Contractor shall construct a job site test panel for each individual color and pattern or combination of color and pattern specified in the contract documents. The test panel(s) shall be 5 feet x 5 feet, minimum, and constructed at a location selected by the Engineer. As many test panels will be constructed as are necessary to produce sample panels that meet the approval of the Engineer. The permanent work shall be consistent with the appearance of the approved test panel(s) as determined by the Engineer. The test panel(s) shall not be incorporated into the work and will be removed when ordered by the Engineer.

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

Colored Concrete

Apply color admixtures and dry shake additives at the manufacturers recommended dosage rate. This rate is to remain constant for all batches of concrete produced. Prior to placing concrete, protect adjacent surfaces and structures from spatters. Once a portion of the batch has been placed, no additional water shall be added to the remaining batch.

To integrally color the concrete, introduce the color additive into the mixer drum in a manner recommended by the manufacturer. The quantity of concrete being delivered shall be no less than one-third the capacity of the mixer drum. Batch the concrete in full cubic yard increments.

After the concrete is placed, apply a color matching hardener evenly to the plastic surface by the “dry shake” method as recommended by the manufacturer.

Imprinted Concrete

Screed concrete to the finished grade and apply release agent. Using methods as recommended by the manufacturer, apply pre-approved imprinting tools to the surface while the concrete is still plastic. The requirement for a lightly broomed surface is waived.

Unless otherwise specified, score or saw cut the surface to a minimum depth of $\frac{1}{4}$ the thickness of the slab at intervals of 5 feet. Tool the edges, joints and scored areas in a manner consistent with the imprinting pattern. If the saw cut option is used, the Contractor shall be responsible for performing the saw cut operation at such time as to minimize the possibility of spalling and/or cracking

Within 24 hours, remove release agent with pressure wash and apply a pre-approved sealer, recommended by the coloring manufacturer, at a rate consistent with manufacturer’s specifications.

Color Matching Joint Material

Install pre-molded resilient joint filler (§705-07) where the sidewalk line intersects a building, walk, permanent structure or other location designated by the Engineer, to within 1-inch of the top of the slab. Caulk the top 1-inch of the joint with color matching caulking compound.

METHOD OF MEASUREMENT

Apply §608-4.01

**ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT
CONCRETE SIDEWALK**

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

BASIS OF PAYMENT

Apply §608-5.01

The cost of construction and removal of the test panel(s) is to be included in the price bid for the specified item(s).

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
608.01020005	Colored and Imprinted Portland Cement Concrete Sidewalk	Cubic Yard
608.01030005	Colored Portland Cement Concrete Sidewalk	Cubic Yard
608.01040005	Imprinted Portland Cement Concrete Sidewalk	Cubic Yard

ITEM 608.7ABXYN08 – BOLLARD

DESCRIPTION

This work shall consist of furnishing and installing bollards in accordance with the contract documents and as directed by the Engineer.

The bollard(s) furnished and installed under this pay item is identified in a special note entitled “*Bollards*” in the contract documents. Bollard anchoring types include the following:

- Fixed – Surface Mounted
- Fixed – In-Ground
- Removable – with embedment sleeve
- Retractable – manual (with embedment sleeve)
- Retractable – automatic or semiautomatic (with pneumatic embedment sleeve)
- Collapsible/Flexible – mounting as indicated in the contract documents
- As specified

MATERIALS

Where appropriate, the following sections of the standards specifications shall apply:

Excavation and Embankment	203-2
Portland Cement Concrete	501-2
Wood Preservative – Waterborne	708-31
Epoxy Coated Bar Reinforcement	709-04
Timber and Lumber	713-13
Galvanized Coating and Repair Methods	719-01
Acrylic Plastic Reflectors	730-10

General

The materials required to satisfactorily furnish a bollard under this pay item shall be in accordance with the requirements found in the special note entitled, “*Bollards*”. This special note will include information on the bollard material, finishes, mounting/embedment hardware and concrete (if required), including reinforcement. When Collapsible/Flexible bollards are specified, the special note will indicate the mounting/embedment method.

Galvanization:

Bolts, nuts and washers shall be galvanized in accordance with the provisions of §719-01 Galvanized Coatings and Repair Methods, Type II.

Sleeves for removable bollards shall be galvanized in accordance with the provisions of §719-01 Galvanized Coatings and Repair Methods, Type I, unless otherwise specified.

Any other galvanization types shall be as specified in the special note.

ITEM 608.7ABXYN08 – BOLLARD

Submittals:

The Contractor shall submit shop drawings and/or manufacturer's cut sheets/specifications for each unique bollard to be installed using this specification. The following information shall be included:

- Manufacturer's name and address
- Bollard type, name and/or catalog/reference number
- Bollard material and finish,
- Bollard dimensions (including height and outside diameter (OD) or largest width dimension), and
- Bollard anchor details including mounting/embedment type with hardware.

CONSTRUCTION DETAILS

The bollard shall be installed according to the installation instructions provided by the manufacturer and/or in accordance with the contract documents.

The construction methods required to satisfactorily install a bollard under this pay item shall be in accordance with the requirements found in the special note entitled, "*Bollards*".

Submittals:

The Contractor shall supply shop, installation and detail drawings that describe the construction methods necessary to install the bollard(s). At a minimum, the information shall include:

- drawings of the proposed bollard(s) and hardware
- dimensions,
- materials and finishes
- connection and anchor details, and
- installation details.

METHOD OF MEASUREMENT

This work will be measured as the number of each bollard(s) satisfactorily furnished and installed.

ITEM 608.7ABXYN08 – BOLLARD

BASIS OF PAYMENT

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

Where:

<i>A = Embedment Type</i>	<i>B = Lighting</i>	<i>X = largest width dimension</i>	<i>Y = Height</i>
<i>1 = Fixed, surface mounted</i>	<i>1 = without light</i>	<i>1 = up to 3"</i>	<i>1 = up to 12"</i>
<i>2 = Fixed, in ground</i>	<i>2 = with light</i>	<i>2 = over 3" – 5"</i>	<i>2 = over 12" to 18"</i>
<i>3 = Removable</i>		<i>3 = over 5" – 7"</i>	<i>3 = over 18" to 24"</i>
<i>4 = Retractable – Manual</i>		<i>4 = over 7" to 9"</i>	<i>4 = over 24" to 30"</i>
<i>5 = Retractable – (Semi) Automatic</i>		<i>5 = over 9 - 11"</i>	<i>5 = over 30" to 36"</i>
<i>6 = Collapsible/Flexible</i>		<i>6 = over 11"</i>	<i>6 = over 36"</i>
<i>7 = As Specified</i>			

And N = a serialization pay item number for each unique bollard type

ITEM 610.1104XX09 - DECORATIVE STONE MULCH

DESCRIPTION

This work shall consist of furnishing and placing decorative stone mulch as per and at the locations shown in the contract documents and as directed by the Engineer.

Material requirements for decorative stone mulch, including stone type, size range, color and other design criteria shall be as indicated in a special note in the contract documents titled, "*Decorative Stone Mulch*".

MATERIALS

Decorative stone mulch shall consist of well-graded, tumbled or naturally rounded stone in the stone type, size range and color specified in the contract documents. Stone shall not include thin or elongated particles. Unless otherwise specified, stone type shall not include limestone.

Decorative stone mulch may be stockpiled or bagged. All decorative stone mulch shall be free of material other than stone.

Submittals

Prior to placement, the Contractor shall submit a material sample for approval. The decorative stone mulch will be accepted based on a visual inspection that the material meets the stone type, size range, color and other criteria listed in the contract documents.

CONSTRUCTION DETAILS

The work shall be done in conformity with the lines, grades, thicknesses, and typical sections shown.

Prior to placement, the areas receiving the decorative stone mulch shall be prepared to a smooth surface and free of unsuitable, non-edaphic material, including, but not limited to, rubble, plastic, construction debris, and plant (vegetable) debris.

Decorative stone mulch may be placed on geotextile fabric or permeable weed control fabric; refer to the contract documents for additional information on the use of additional materials with this payment item. Surface preparation, geotextile fabrics, permeable weed control fabrics and any other materials used with this payment item shall be paid for separately.

Decorative stone mulch shall be placed so that the stone mass is well-graded and evenly distributed throughout the specified range (as indicated in the table of payment items). Any material underlying the decorative stone mulch shall not be displaced or worked into the layer of stone mulch.

ITEM 610.1104XX09 - DECORATIVE STONE MULCH

METHOD OF MEASUREMENT

This work will be measured as the number of cubic yards, measured to the nearest whole cubic yard, of decorative stone mulch furnished and placed, computed from the payment lines shown in the contract documents.

BASIS OF PAYMENT

The unit price bid per cubic yard of decorative stone mulch shall include the costs of furnishing all labor, material and equipment necessary to complete the work.

Any excavation, backfill and/or geotextile materials specified as ground surface preparation for the placement of Decorative Stone Mulch shall be paid for separately.

Where XX denotes the stone sizes shown in the table below:

Inclusive Size Range (inches)	XX
¼ - ½	01
½ - 1	02
½ - 1½	03
1 - 2	04
1 ½ - 2 ½	05
2 - 3	06
2 - 4	07
3 - 4	08
2 - 5	09
3 - 5	10
2 - 6	11
3 - 6	12
4 - 6	13

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

ITEM 670.01000001 – CAST-IN-PLACE FOUNDATION FOR LIGHT STANDARDS

DESCRIPTION:

This work shall consist of installing a Cast-In-Place concrete foundation for light standards.

MATERIALS:

The provisions of Section 670-2 shall apply except that the use of precast reinforced concrete foundations will not be permitted.

The Cast-In-Place foundation for light standards shall conform to the dimensions and details shown on the plans.

CONSTRUCTION DETAILS:

The provisions of Section 670-3.04 shall apply except that the use of precast foundations is not permitted.

METHOD OF MEASUREMENT:

Lighting standard foundations will be measured as the number of complete units installed in accordance with the plans, specifications, or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price for each Cast-In-Place lighting standard foundation shall include the cost of all labor and materials necessary to complete the work, including conduit elbows, grounding system, anchor bolts, all appurtenances, excavation, special fill, and any protective system(s) required to ensure the safety of the workers and the public.

ITEM 670.10010004 - DECORATIVE LIGHT POLES WITH ONE LUMINAIRE
ITEM 670.10020004 - DECORATIVE LIGHT POLES WITH TWO LUMINAIRES
ITEM 670.10030004 - DECORATIVE LIGHT POLES WITH THREE LUMINAIRES
ITEM 670.10040004 - DECORATIVE LIGHT POLES WITH FOUR LUMINAIRES

DESCRIPTION:

Under this item, the Contractor shall furnish and install complete decorative light poles with luminaire(s) in accordance with the Plans, Specifications, and as directed by the Engineer, including all material necessary to make the light operational.

MATERIALS:

The decorative light poles and luminaires shall meet the requirements specified in the contract documents.

All electrical equipment shall conform to the NEMA Standards and be UL approved. All material and workmanship shall conform to the latest requirements of the National Electrical Code; the rules of the New York State Public Service Commission; the standards of ASTM; the ASA; local power company rules and any local ordinances which may apply. Differences in standards or code requirements will be resolved as determined by the Engineer.

Material will be subject to inspection at any time during the Contract. Failure of the Engineer to note faulty material or workmanship during construction will not relieve the Contractor of the responsibility for removing or replacing such material or redoing work which may fail to pass any inspection.

The final finish of the decorative light poles and luminaires shall be that specified in the contract documents.

The total assembly, including the pole, base and luminaire shall be designed in accordance with specifications for the design and construction of the structural supports for highway luminaires, of the American Association of State Highway and Transportation Officials, but shall not be designed for less than a basic wind pressure of 158.6 kPa with a unit drag coefficient, standard air and 1.3 gust factor 30 feet above the ground. Basic wind pressure shall be corrected for height above the ground, by a factor of 0.83 for 0 to 30 foot elevation. Coefficient of drag for cylinders shall be 0.78 and coefficient of drag for flat surfaces shall be 1.3. Design shall maintain a minimum safety factor of 2.33 on yield strength for wind loads.

Resulting structure shall be capable of resisting, at yield strength of material, test loads of the calculated equivalent of 160 km/h winds (1,216 Pa velocity pressure) without destruction.

CONSTRUCTION DETAILS:

Installation of the decorative light poles and luminaires shall be in conformance with the contract documents and the recommendations of the manufacturer, unless otherwise directed by the

ITEM 670.10010004 - DECORATIVE LIGHT POLES WITH ONE LUMINAIRE
ITEM 670.10020004 - DECORATIVE LIGHT POLES WITH TWO LUMINAIRES
ITEM 670.10030004 - DECORATIVE LIGHT POLES WITH THREE LUMINAIRES
ITEM 670.10040004 - DECORATIVE LIGHT POLES WITH FOUR LUMINAIRES

Engineer.

Each light pole shall be set vertically on an anchorage, employing the leveling method recommended by the manufacturer or as shown in the contract documents.

The anchor base shall be securely bolted to the anchorage by the anchor bolts previously set. The luminaires and any ornamental accessories shall be installed as per the manufacture's instructions.

The Contractor is responsible for any damage to the light poles and/or luminaires which results from their operations. Any component so damaged shall be replaced or repaired, as directed by the Engineer, at no cost to the State.

METHOD OF MEASUREMENT:

Decorative light poles with luminaires will be measured as each assembly of the type specified, complete in place in accordance with the contract documents or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid for each decorative light pole shall include the cost of furnishing and installing the light poles, bases, luminaires, lamps, covers, photocell controls, ballasts, ornamental accessories, and all other fittings, labor, equipment and materials necessary to complete the work except for the cost of the foundation, which will be paid for under its respective item.

ITEM 670.42XY0002 - LIGHTING METER CABINET WITH ALL COMPONENTS

DESCRIPTION

This work shall consist of furnishing and installing a lighting meter cabinet in accordance with the contract documents. All provisions of §670 shall apply to this specification, except as modified below.

MATERIALS

Cabinet

The cabinet shall be weatherproof. The design and appearance should be visually pleasing. The cabinet shall be constructed as indicated on the contract documents and be manufactured of grade 5052-H32 aluminum with all seams continuously welded using the Heliarc method. The cabinet shall be free of dents, scratches, weld burns and any abrasions harmful to the strength and general appearance.

A certificate of compliance from the manufacturer shall be furnished certifying that the material used in the construction of the cabinet housing complies with the requirements of the preceding paragraphs.

The housing shall have a door, securely gasketed, which shall include substantially the full area of the front of the cabinet. Gaskets shall be closed-cell neoprene and shall be provided on all door openings. The gaskets shall be a dust-tight permanent type that will not peel off or deteriorate. The door opening shall be double flanged on all four sides. Hinges shall be heavy duty stainless steel and latches shall be three point locking for maximum security. A door restraint bar shall be provided to hold the door stationary when open. A heavy duty ¾ inch thick rear back panel shall be provided to mount the service disconnect, meter, and meter pan. The lock for the door of the cabinet shall be of the self-locking heavy duty five (5) pin tumbler cylinder rim type. It shall be keyed to the master key of the appropriate Region. Four keys shall be furnished for each lock. The cabinet shall be rated NEMA 3R and be U.L. listed.

Support system

Cabinet support system shall be constructed as detailed on the contract drawings.

Meter and meter pan

Metering equipment shall be constructed as detailed on the contract drawings. Metering equipment shall be U.L. listed and in accordance with the local electrical utility standards and requirements and be self contained, rated 120/240V single phase, 100 amp, rated NEMA 3R, rain tight, without by-pass facilities. Furnish and install suitable support hardware, channels, struts, rods, nuts, and bolts as required for mounting on or within the cabinet. For protection of the glass meter face, install meter pan within a hinged door NEMA 3R enclosure, equipped with locking hasps.

Main Disconnect Switch

The main disconnect switch shall be rated 120 volts, 100 amp. The number and size of circuit breakers shall be described in the contract drawings. The enclosure shall be NEMA 1 for mounting within the cabinet. The main disconnect switch shall be U.L. listed.

ITEM 670.42XY0002 - LIGHTING METER CABINET WITH ALL COMPONENTS

Wire and cable

Wire and cable used within the cabinet and to the electric utility service feed shall be sized as shown on the contract documents and be rated RHW-2.

Ground Rod

A copper-clad steel ground rod, as detailed in the contract documents, shall be driven and fastened with a cast bronze mechanical ground clamp, to the cabinet's ground wire.

CONSTRUCTION DETAILS

The Contractor shall construct the lighting meter cabinet as shown in the contract documents, as specified herein, and as required by the utility company. The Contractor shall prepare shop drawings which detail the complete connections in the lighting meter cabinet and all components to be supplied. The cabinet top shall be crowned or sloped to prevent standing water and shall be constructed to shield the top of the cabinet door to prevent water from entering between the top door gasket and the cabinet. The cabinet shall be constructed such that there is approximately 1 inch of clearance between the bottom of the door when closed and the bottom of the cabinet. This will allow the door to be opened and closed when cabinet is sitting flush on a flat surface. Gaskets shall be installed with contact cement for a permanent bond. The mating surface of the gasket shall be sprayed with a silicone lubricant to prevent sticking to said mating surface. The Contractor shall be responsible for obtaining all electrical service orders from power companies, all electrical inspections, paying all fees for inspections and final connections, and for making the cabinet operational. The cabinet and all exposed components shall be prepared as specified in the contract documents. A high voltage warning sign shall be fastened to the exterior face of the door. The lighting meter cabinet shall be tested in the presence of the Engineer to ensure the equipment is working properly before payment is made.

METHOD OF MEASUREMENT

This work will be measured as the number of lighting meter cabinets satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. The cabinet's foundation (if required) shall be paid under a separate item of work.

Where X = the type of cabinet support

Y = the cabinet size

Number as follows:

For X:

X = 0 – Pad mounted

X = 1 – Pole mounted

X = 2 – Pressure treated wood mounted

ITEM 670.42XY0002 - LIGHTING METER CABINET WITH ALL COMPONENTS

For Y: Round to the nearest cubic foot

Y = 0 – Extra small cabinet (maximum of 2 cubic feet)

Y = 1 – Small cabinet (between 3 - 7 cubic feet)

Y = 2 – Medium cabinet (between 8 - 12 cubic feet)

Y = 3 – Medium large cabinet (between 13 - 17 cubic feet)

Y = 4 – Large cabinet (between 18 - 22 cubic feet)

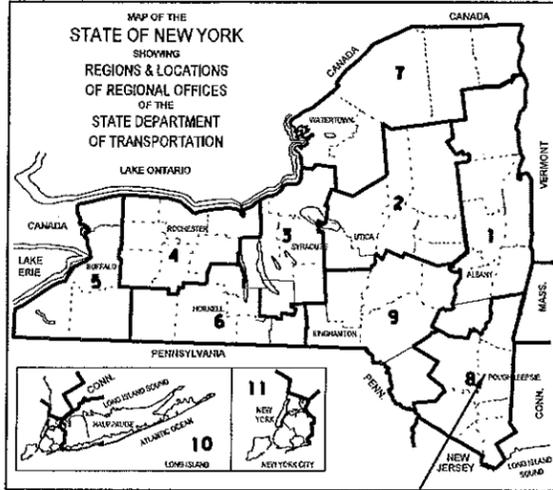
Y = 5 – Extra large cabinet (greater than of 23 cubic feet)

**BIDDERS PLEASE NOTE: This bid WILL REQUIRE a (5%) BID
BOND or CERTIFIED CHECK**

Please Return All Bids to the Address Below: (In a sealed envelope)

City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, New York 12601

TECHNICAL SPECIFICATIONS
&
DRAWINGS



PROJECT LOCATION

LOCATION: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS
(PIN 8757.82)
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

PROJECT DESCRIPTION:

THE SCOPE OF WORK WILL INCLUDE INTERSECTION REALIGNMENT, CONSTRUCTION OF A MODERN ROUNDABOUT, SIDEWALKS, A SEGMENT OF SHARED-USE PATH, CROSSWALKS, SIGNAGE, AND OTHER ROADWAY APPURTENANCES. THE CONSTRUCTION OF THE MODERN ROUNDABOUT NECESSITATES THE DEMOLITION OF AN EXISTING STRUCTURE.

CONTRACTOR'S NAME	_____
AWARD DATE	_____
COMPLETION DATE	_____
FINAL ACCEPTANCE DATE	_____
REGIONAL DIRECTOR	_____
ENGINEER IN CHARGE	_____
FINAL COST TOTAL	_____
FISCAL SHARE COST(S)	_____



DESIGNED BY:

Brendan Fitzgerald
BRENDAN FITZGERALD, P.E.
HVEA ENGINEERS
N.Y.S. P.E. # 074115

07/19/2016
DATE

RECOMMENDED BY:

Joseph Chemier
JOSEPH CHEMIER, PROJECT MANAGER
CITY OF POUGHKEEPSIE

7/19/2016
DATE

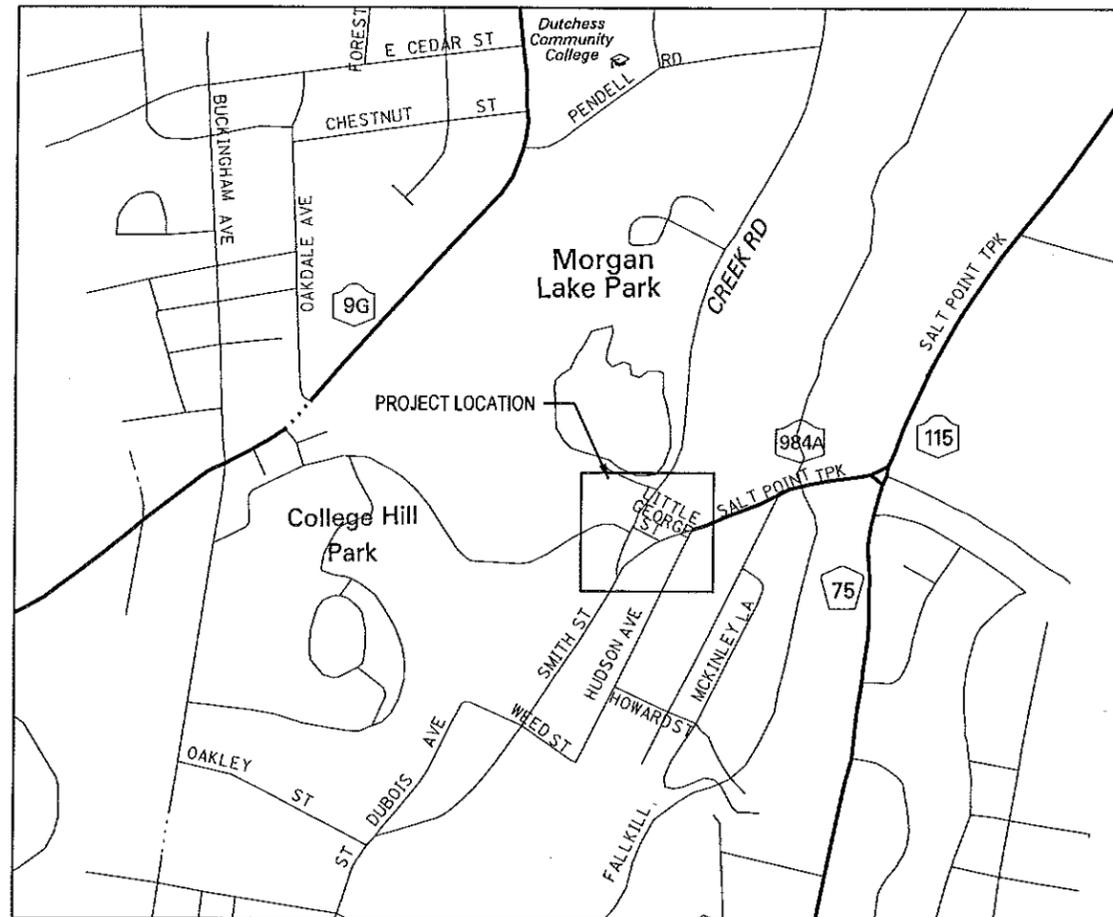
APPROVED BY:

Rob Rolison
ROB ROLISON, MAYOR
CITY OF POUGHKEEPSIE

7/29/16
DATE



CREEK ROAD AT SMITH & LITTLE GEORGE STREETS PIN 8757.82 FEDERAL AID PROJECT CITY OF POUGHKEEPSIE, DUTCHESS COUNTY



CONSTRUCTION TYPE:

MODERN ROUNDABOUT

THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE DEPARTMENT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEM WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEET(S) UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE NYSDOT STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) REFERENCED IN THE CONTRACT PROJECT "PROPOSAL" EXCEPT AS MODIFIED BY THESE PLANS OR BY CHANGES SET FORTH IN THE CONTRACT PROJECT "PROPOSAL"

SHEET INDEX

SHEET NUMBER	TITLE	DRAWING NUMBER
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8	ESTIMATE OF QUANTITIES	Q-1
9	GENERAL NOTES	GN-1
10	KEY PLAN	KEY-1
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12-15	TRAFFIC CONTROL PLANS	MPT-2 TO MPT-5
16	BASELINE TIES AND BENCHMARKS	BLT-1
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19	MISCELLANEOUS DETAILS	MD-1
20	EXISTING PLAN	EXISTPLN-1
21	BUILDING DEMO PLAN	DEMO-1
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25-28	GENERAL PLANS	GP-1 TO GP-4
29	PROFILES	PRO-1
30	LIGHTING DETAILS	LITD-1
31-34	LIGHTING PLAN	LITP-1 TO LITP-4
35-36	ROUNDABOUT DETAILS	RBD-1 TO RBD-2
37-38	SIGNING DATA SHEET	SDS-1 TO SDS-2
39-42	SIGNING AND PVMT. MARKING PLANS	SPP-1 TO SPP-4
43-44	DRAINAGE TABLE	DT-1 AND DT-2
45-47	DRAINAGE DETAILS	DD-1 TO DD-3
48-51	DRAINAGE AND UTILITY PLANS	DRNU-1 TO DRNU-4
52-53	RETAINING WALL PLANS	RW-1 TO RW-2

The following item numbers are to be revised throughout the plan set:
 Replace 402.018902 with 402.018903
 Replace 402.127102 with 402.127103
 Replace 402.197902 with 402.197903
 Replace 402.258902 with 402.258903
 Replace 402.377902 with 402.377903



BEACON, NEW YORK 12508
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www.hveapc.com

CREEK ROAD AT SMITH & LITTLE GEORGE STREETS

PIN:	8757.82	TITLE:	TITLE SHEET
SCALE:	N.T.S.	DRAWING:	T-1
DATE:	JULY 2016	SHEET:	1 OF 53

SUBSURFACE EXPLORATION	
ABBR.	DESCRIPTION
REPLACE ABBREVIATION "AB" WITH:	
AH	HAND AUGER
CP	CONE PENETROMETER
DA	60vmm CASED DRILL HOLE
DM	DRILLING MUD
DN	100 mm CASED DRILL HOLE
FH	HOLLOW FLIGHT AUGER
PA	POWER AUGER
PH	PROBE
PT	PERCOLATION TEST HOLE
RP	25vmm SAMPLER (RETRACTABLE PLUG)
	TO BE DEFINED AT THE TIME OF EXPLORATION
SP	SEISMIC POINT
TP	TEST PIT
ABBREVIATION "C" IN CATAGORIES: DA, DM, DN, AND FH WITH:	
B	BRIDGE
C	CUT
D	DAM
F	FILL
K	CULVERT
W	WALL
X	TO BE USED IF ONE OF THE ABOVE CANNOT BE DEFINED AT THE TIME THE EXPLORATION IS MADE

ALIGNMENT	
ABBR.	DESCRIPTION
AH	AHEAD
AZ	AZIMUTH
BK	BACK
b	BASELINE
BRG	BEARING
c	CENTERLINE
CS	CURVE TO SPIRAL
e	SUPERELEVATION RATE (CROSS SLOPE)
EQ	EQUALITY
EXT	EXTERNAL
HCL	HORIZONTAL CONTROL LINE
HSD	HEADLIGHT SIGHT DISTANCE
L	LENGTH OF CIRCULAR CURVE
LS	LENGTH OF SPIRAL
LVC	LENGTH OF VERTICAL CURVE
E	CENTER CORRECTION OF VERTICAL CURVE
f	MAIN LINE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POL	POINT ON LINE
PSD	PASSING SIGHT DISTANCE
PT	POINT OF TANGENT
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT
R	RADIUS
SC	SPIRAL TO CURVE
SSD	STOPPING SIGHT DISTANCE
ST	SPIRAL TO TANGENT
STA	STATION
T	TANGENT LENGTH
TGL	THEORETICAL GRADE LINE
TS	TANGENT TO SPIRAL
VC	VERTICAL CURVE

TOPOGRAPHY (DRAINAGE)	
ABBR.	DESCRIPTION
BB	BOTTOM OF BANK (STREAM)
BC	BOTTOM OF CURB
BO	BOTTOM OF OPENING
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CIP	CAST IRON PIPE
c STRM	CENTERLINE OF STREAM
CMP	CORRUGATED METAL PIPE
CP	CONCRETE PIPE
CSP	CORRUGATED STEEL PIPE
CULV	CULVERT
DIA	DIAMETER
DMH	DRAINAGE MANHOLE
DS	DRAINAGE STRUCTURE PIPE
D'XING	DITCH CROSSING
EHW	EXTREME HIGH WATER
EL	ELEVATION
ELEV	ELEVATION
ELW	EXTREME LOW WATER
ES	END SECTION
HW	HEADWALL
INV	INVERT
MH	MANHOLE
MHW	MEAN HIGH WATER
OHW	ORDINARY HIGH WATER
OLW	ORDINARY LOW WATER
RCP	REINFORCED CONCRETE PIPE
TB	TOP OF BANK (STREAM)
TC	TOP OF CURB
TG	TOP OF GRATE
VCP	VITRIFIED CLAY PIPE
SICPP	SMOOTH INTERIOR CORRUGATED PE

TOPOGRAPHY (MISCELLANEOUS)	
ABBR.	DESCRIPTION
ABUT	ABUTMENT
AOBE	AS ORDERED BY ENGINEER
ASPH	ASPHALT
BDY	BOUNDARY
BLDG	BUILDING
BM	BENCH MARK
CC	CENTER TO CENTER
CONC	CONCRETE
CONST	CONSTRUCTION
CR	COUNTY ROAD
D	DEED DISTANCE
DM	DIRECT MEASUREMENT
DWY	DRIVEWAY
EP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
FEE	FEE ACQUISITION
FEE WO/A	FEE ACQUISITION WITHOUT ACCESS
FP	FENCE POST
FD	FOUNDATION
FL	FENCE LINE
GAR	GARAGE
GR	GRAVEL
HO	HOUSE
HWY	HIGHWAY
IP	IRON PIN OR IRON PIPE
MB	MAILBOX
MON	MONUMENT
N&W	NAIL AND WASHER
OG	ORIGINAL GROUND
O/H	OVERHEAD
P	PARCEL
PAVT	PAVEMENT
PE	PERMANENT EASEMENT
PED POLE	PEDESTRIAN POLE
p	PROPERTY LINE
POR	PORCH
RR	RAILROAD
RTE	ROUTE
ROW	RIGHT OF WAY
RW	RETAINING WALL
SH	STATE HIGHWAY
SHLDR	SHOULDER
SPK	SPIKE
ST	STREET
STK	STAKE
STY	STORY
SW	SIDEWALK
TE	TEMPORARY EASEMENT
TO	TEMPORARY OCCUPANCY
U/G	UNDERGROUND
WW	WING WALL

STANDARD SYMBOL (PLANS)	ITEM PAY UNIT: ESTIMATE OF QUANTITIES SHEET	EQUIVALENT NOMENCLATURE: (SPECS/PROPOSAL)
'	ft	LINEAR FEET
ft ²	SF	SQUARE FEET
YD ³	CY	CUBIC YARD
mi	MI	MILES
AC	AC	ACRES
lb	LB	POUND
TON	TON	TON
GAL	GAL	GALLON

UTILITIES	
ABBR.	DESCRIPTION
E	ELECTRIC
EMH	ELECTRIC MANHOLE
G	GAS
GP	GUY POLE
GSB	GAS SERVICE BOX (HOUSE LINE)
GV	GAS VALVE (MAIN LINE)
HYD	HYDRANT
LP	LIGHT POLE
LPG	LOW PRESSURE GAS
PP	POWER POLE
SA	SANITARY SEWER
SMH	SANITARY MANHOLE
ST	STORM SEWER
T	TELEPHONE
TCB	TRAFFIC CONTROL BOX
TELBOX	TELEPHONE BOX
TEL P	TELEPHONE POLE
TMH	TELEPHONE MANHOLE
CTV	CABLE TELEVISION
W	WATER
WSB	WATER SERVICE BOX (HOUSE LINE)
WV	WATER VALVE (MAIN LINE)

DRAFTING

CHECK

DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	LIST OF ABBREVIATIONS
SCALE:	AS SHOWN	DRAWING:	A - 1
DATE:	JULY 2016	SHEET:	2 of 53

ALIGNMENT			BRIDGE			ROADWAY			ITS			UTILITIES			ROW MAPPING		
CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION
⊗	ACC	CENTER OF CURVATURE	□	BSC	BRIDGE, SCUPPER	⊙	RES_P	ELEVATION, SPOT	⊕	IANT_P	ANTENNAS	⊞	UEB	ELECTRIC, BOX	⊕	MDL1P	DEED LINE, TYPE 1
+	ACOGO	COGO	DRAINAGE			⊗	RGA	GUIDE RAIL, ANCHOR	⊞	IASCTS	ACCOU. SPEED/COUNT SNSR.S	⊞	UEM	ELECTRIC, METER	⊞	MDL2P	DEED LINE, TYPE 2
⊙	ACS	CURVE TO SPIRAL				⊙	RGP	GUIDE POST, SINGLE	⊞	ICABPAD	CABINET & PAD	⊞	UEMH	ELECTRIC, MANHOLE	⊞	MDL3P	DEED LINE, TYPE 3
△	ADPL_P	DETOUR, POINT OF INTERSECT.	+	DINV	INVERT	SIGNS			⊞	ICCTV	CCTV SITE	⊞	UEPT	ELECTRIC, POLE, TRANS.	⊞	MDL4P	DEED LINE, TYPE 4
○	ADPL_P	DETOUR, POINT ON LINE	▨	DS	STRUCTURE, RECTANGULAR				⊞	ICDPD	CDPD TRANSCEIVER	⊞	UGM	GAS, METER	⊞	MDL5P	DEED LINE, TYPE 5
○	AEQN	EQUATION	+	DSI	STRUCTURE, INVERT	⊞	S	SINGLE POST	⊞	ICELLT	CELL PHONE TOWER	⊞	UGMH	GAS, MANHOLE	⊞	MEEP	EASEMENT, EXISTING
△	AEQNAHD	EQUATION AHEAD	⊗	DSM	STRUCTURE, MANHOLE	⊞	S.P	SINGLE POST, PROPOSED	⊞	ICJB	CONDUIT JACK OR BORING	⊞	UGLM	GAS, LINE MARKER	⊞	MEPAP_P	EASEMENT, PERM., APPROX.
⊙	AEQNBK	EQUATION BACK	⊗	DSMTXX_P	STRUCTURE, MANHOLE, TYPE "XX" "XX" = 48, 60, 72, 96	⊞	SB.P	BACK TO BACK, PROPOSED	⊞	ICNTLCAB	CONTROLLER CABINET	⊞	UGP	GAS/FUEL PUMP	⊞	MEPP_P	EASEMENT, PERM., BACK LINE
○	AEVT	EVENT STATION	⊗	DSR	STRUCTURE, ROUND	⊞	SDEL	DELINEATORS	⊞	ICPB	COMMUNICATION PULL BOX	⊞	UGV	GAS, VALVE	⊞	MEPSP_P	EASEMENT, PERM., SHAPE
⊙	APC	POINT OF CURVATURE	⊗	DSTX"CB.P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R	⊞	SRM	REFERENCE MARKERS	⊞	ICTD	CONDUIT TURNING DOWN	⊞	UGVT	GAS, VENT	⊞	MFAP_P	FEE ACQUISITION, APPROX.
○	APCC	POINT OF COMPOUND CURVATURE	⊗	DSTX"CB.P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R	⊞	SRSC3	SHLD, CTY, 123 DIG.	⊞	ICTU	CONDUIT TURNING UP	⊞	ULP	LIGHTING, POLE	⊞	MFP_P	FEE ACQUISITION, BACK LINE
△	API	POINT OF INTERSECTION	⊗	DSTX"CB.P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R	⊞	SRSC4	SHLD, CTY, 4 DIG.	⊞	ICVTRT	COMM. VEH. ROAD TRANSCVR.	⊞	ULPM	LIGHTING, POLE, MEDIAN	⊞	MFSP_P	FEE ACQUISITION, SHAPE
△	APOB	POINT OF BEGINNING	⊗	DSTX"CB.P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = I, K, L, M, O, P, U	⊞	SRSC2	SHLD, CTY TOUR, 1-2 DIG.	+	IDEFAULT	DEFAULT	⊞	ULPP	LIGHTING, POLE, PED.	⊞	MHBAP	HIGHWAY BNDRY., APPROX.
○	APOC	POINT OF CURVATURE	ENVIRONMENTAL			⊞	SRSC4	SHLD, CTY TOUR, 3-4 DIG.	⊞	IEZR	EZ-PASS READER	⊞	UMFC	MISC. FILLER CAP	⊞	MHBCP	HISTORICAL, BLDG. CORNERS
△	APOE	POINT OF END				⊞	SRSC4	SHLD, CTY TOUR, 3-4 DIG.	⊞	IEZTR	TRANSMITTAL READER	⊞	UOLM	OIL, LINE MARKER	⊞	MHBP	HIGHWAY BNDRY, PT.
○	APOL	POINT ON LINE	⊞	SRSI	SHLD, INTERSTATE	⊞	SRSI	SHLD, INTERSTATE	⊞	IFOXCAB	FIBER OPTIC X-CONNECT CAB.	⊞	UP	POLE, WITH UTILITY	⊞	MJCP	PT., JURIS. CITY
○	APOS	POINT ON SPIRAL	⊞	SRSN2	SHLD, NATIONAL, 2 DIG.	⊞	SRSN2	SHLD, NATIONAL, 2 DIG.	⊞	IFUSSPL	FUSION SPLICE	⊞	UPD	POLE, DEAD (NO UTILITY)	⊞	MPBC	PT., BUILDING CORNER
○	APOT	POINT ON TANGENT	⊞	SRSN3	SHLD, NATIONAL, 3 DIG.	⊞	SRSN3	SHLD, NATIONAL, 3 DIG.	⊞	IHARADV	HAR ADVISORY SIGN	⊞	UPL	POLE, WITH LIGHT	⊞	MPCC	PT., CROSS CUT
△	APOVC	POINT ON VERTICAL CURVE	⊞	SRSS2	SHLD, STATE, 2 DIG.	⊞	SRSS2	SHLD, STATE, 2 DIG.	⊞	IHARST	HAR SITE	⊞	USMH	SANITARY SEWER MANHOLE	⊞	MPDH	PT., DRILL HOLE
△	APOVT	POINT ON VERTICAL TANGENT	⊞	SRSS3	SHLD, STATE, 3 DIG.	⊞	SRSS3	SHLD, STATE, 3 DIG.	⊞	ILC	LOAD CENTER	⊞	UTB	TELEPHONE, BOOTH	⊞	MPF	PT., FENCE LOCATION
Y	APORC	POINT ON REVERSE CURVE	⊞	SRSS4	SHLD, STATE, 4 DIG.	⊞	SRSS4	SHLD, STATE, 4 DIG.	⊞	IMECSPL	MECHANICAL SPLICE	⊞	UTLM	TELEPHONE, LINE MARKER	⊞	MPIP	PT., IRON PIPE
⊙	APT	POINT OF TANGENCY	CONTROL			TRAFFIC			⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	UTMH	TELEPHONE, MANHOLE	⊞	MPIR	PT., IRON ROD
⊙	APVC	POINT OF VERTICAL CURVATURE							⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	UTVLM	CABLE TV, LINE MARKER	⊞	IMSCS	PORT. SPEED & COUNT SENS
△	APVCC	POINT OF VERT. CMPND CURVE	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IMT	MICROWAVE TRANSCIVER	⊞	UTVPB	CABLE TV, PULL BOX	⊞	MPMM	PT., MONUMENT, MISC.
△	APVI	POINT OF VERT. INTERSECTION	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IOVHMS	PERM. OVERHEAD VMS	⊞	UUB	UNKNOWN, BOX	⊞	MPN	PT., NAIL
△	APVRC	POINT OF VERT. REVERSE CURVE	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IPASCS	PORT. ACC. SPD & CNT SNSR.	⊞	UUB	UNKNOWN, BOX	⊞	MPRS	PT., RAILROAD SPIKE
⊙	APVT	POINT OF VERTICAL TANGENCY	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IMSCS	PORT. SPEED & COUNT SENS	⊞	IPEDS	PEDESTRIAN SIGNAL HEAD	⊞	UUB	UNKNOWN, BOX	⊞	MPSP	PT., SPIKE
⊙	ASC	SPIRAL TO CURVE	GEOTECHNICAL			LANDSCAPE			⊞	IPSS	PAVEMENT SURFACE SNSR.	⊞	UUB	UNKNOWN, BOX	⊞	MPST	PT., STAKE
△	ASPI	SPIRAL POINT OF INTERSECTION							⊞	IPSS	PAVEMENT SURFACE SNSR.	⊞	UUB	UNKNOWN, BOX	⊞	IPSS	PAVEMENT SURFACE SNSR.
○	ASTS	SPIRAL TO SPIRAL	⊞	IPSS	PAVEMENT SURFACE SNSR.	⊞	IPSS	PAVEMENT SURFACE SNSR.	⊞	IPVMS	PERM. VMS	⊞	UUB	UNKNOWN, BOX	⊞	MPWL	PT., WALL LOCATION
⊗	AST	SPIRAL TO TANGENT	⊞	IPVMS	PERM. VMS	⊞	IPVMS	PERM. VMS	⊞	IRM	RAMP METER	⊞	UUB	UNKNOWN, BOX	⊞		
⊗	ATS	TANGENT TO SPIRAL	CONTROL			LANDSCAPE			⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
△	AVEVT	VERTICAL EVENT POINT							⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	IRMS	RAMP METER	⊞	IRMS	RDWY WEATHER INFO. SNSR.
○	AVHIGH	VERTICAL HIGH POINT	△	CBP	BASELINE, POINT	+	LELS	ELEVATION, SPOT	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
○	AVLOW	VERTICAL LOW POINT	○	CBPOL	BASELINE, POINT ON LINE	⊞	LFP	FLAG POLE	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
			⊗	CBSP	BASELINE, SPUR POINT	⊞	LMB	MAILBOX	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
			⊗	CBTP	BASELINE, TIE POINT	⊞	LPB	PAPER BOX	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
			⊞	CPBM	BENCHMARK	⊞	LPST	POST, SINGLE	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
			⊞	CPH	POINT, HORIZ. PHOTOGRAMMETRY	⊞	LRB	ROCK, BOULDER	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
			⊞	CPSM	POINT, SURVEY MARKER, PERM.	⊞	LSHC	SHRUB, CONIFEROUS	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
			⊞	CPSV	POINT, VERT., PHOTOGRAMMETRY	⊞	LSHD	SHRUB, DECIDUOUS	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
						⊞	LTC	TREE, CONIFEROUS	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
						⊞	LTD	TREE, DECIDUOUS	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
						⊞	LTS	TREE, STUMP	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
						⊞	LTW.P	TREE, WELL OR WALL	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		
						⊞	LUKP	UNKNOWN POINT	⊞	IRMS	RDWY WEATHER INFO. SNSR.	⊞	UUB	UNKNOWN, BOX	⊞		

- THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED).
- FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.).
- FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES ALSO HAVE CORRESPONDING PROPOSED FEATURES.
- PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT. LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.40 MM ON B SIZE DRAWINGS).
- MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF TRAVEL WAY) AND SHOULD BE LABELED ON THE PLANS.
- FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE CORRESPONDING EXISTING FEATURES.

ROW ACQUISITION		
⊞	MFS_P_T	FEE ACQUISITION
⊞	MEPS_P_T	EASEMENT, PERMANENT
⊞	METS_P_T	EASEMENT, TEMPORARY
⊞	METS_P_T	OCCUPANCY, TEMPORARY
⊞	MFS_P_T	FEE ACQUISITION W/O ACCESS

AS BUILT REVISIONS
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	LEGEND
SCALE:	AS SHOWN	DRAWING:	L-1
DATE:	JULY 2016	SHEET:	3 of 53

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DESIGN

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DESIGN

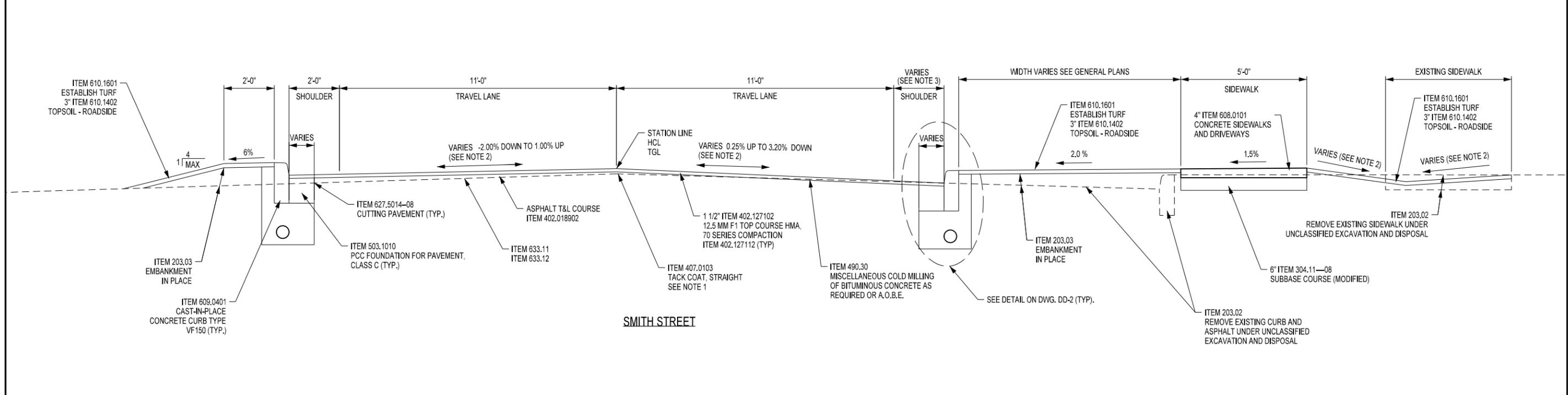
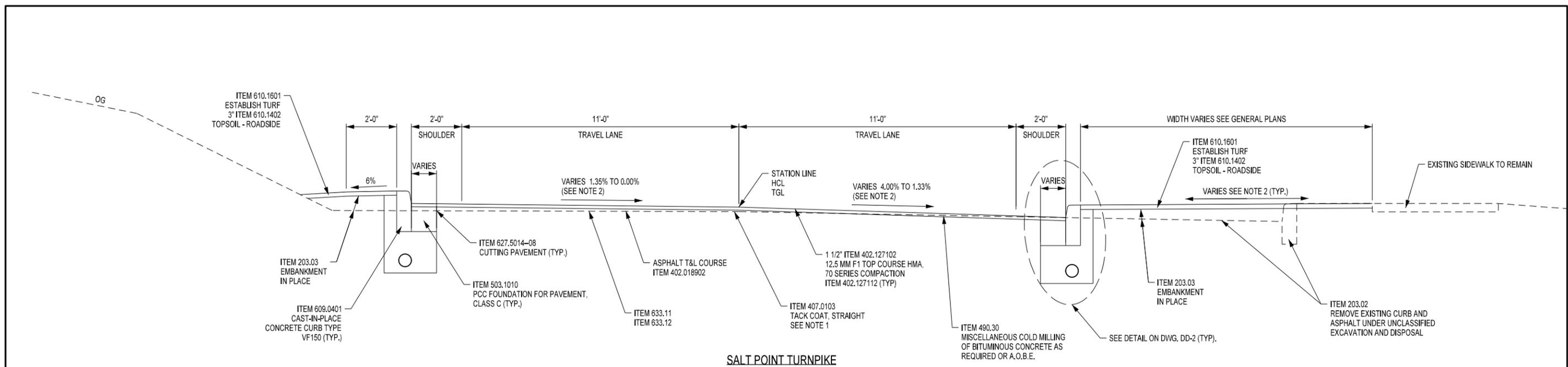
ALIGNMENT			LANDSCAPE			ROADWAY			UTILITIES		
STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION			
	AC	CONTROL (CENTERLINE)		LABL	AREA, BRUSH LINE		PEP	PROPOSED PAVEMENT EDGE		UC	CONDUIT, UNDERGROUND
	AD_P	DETOUR		LAHR	AREA, HEDGE ROW		RG	GUIDE RAIL, MISCELLANEOUS		UCH	CONDUIT, HANGING
	AT_P	TRANSITION CONTROL		LAPB	AREA, PLANTING BED		RGB	GUIDE RAIL, BOX BEAM		UCO	CONDUIT, OVERHEAD
BRIDGE				LAWA	AREA, WOODED AREA OUTLINE		RGBM	GUIDE RAIL, BOX BEAM, MEDIAN		UE	ELECTRIC LINE, UNDERGROUND
	BR	RAIL		LAWE	AREA, WATERS EDGE		RGC	GUIDE RAIL, CABLE		UEH	ELECTRIC LINE, HANGING
	BSHT	SHEET PILING		LCUT_P	CUT LIMIT		RGCB	GUIDE RAIL, CONCRETE BARRIER		UEO	ELECTRIC LINE, OVERHEAD
CONTROL				LFILL_P	FILL LIMIT		RGP_P	GUIDE POST		UETO	ELECTRIC TRANSMISSION, OVERHEAD
	CB	BASELINE		LFNC	FENCE		RGW	GUIDE RAIL, W BEAM		UESS	ELECTRIC, SUBSTATIONS
	CBPR	BASELINE, PROJECTION		LTRC	TREE ROW, CONIFEROUS		RGWM	GUIDE RAIL, W BEAM, MEDIAN		UFO	FIBER OPTIC, UNDERGROUND
DRAINAGE				LTRD	TREE ROW, DECIDUOUS		RPB	PARKING BUMPER		UFOH	FIBER OPTIC, HANGING
	DCP	CULVERT PIPE		LWH	WALL, H PILE		RRC	RAIL ROAD, CATENARY		UFG	GAS, UNDERGROUND
	DCP_P	CULVERT PIPE (DIR)		LWR	WALL, RETAINING		RRER	RAIL ROAD, 3RD RAIL		UG	GAS, UNDERGROUND
	DDG_P	DITCH, GRASS LINED		LWS	WALL, STONE		RRPLS_P	RAIL, PHOTO, LARGE SCALE		UGH	GAS, HANGING
	DDP_P	DITCH, PAVED INVERT	ROW MAPPING				RRPSS	RAIL, PHOTO, SMALL SCALE		UGO	GAS, OVERHEAD
	DDS_P	DITCH, STONE LINED		MDL	DEED LINE		RRS	RUMBLE STRIP		UIC	INFORM CABLE, UNDERGROUND
	DFL_P	FLOW LINE		MEE	EASEMENT, EXISTING		RRSLS_P	RAIL, SURVEY, LARGE SCALE		UICH	INFORM CABLE, HANGING
	DSSD	SLOTTED DRAIN		MEP_P	EASEMENT, PERMANENT		RRSSS	RAIL, SURVEY, SMALL SCALE		UO	OIL LINE, UNDERGROUND
ENVIRONMENTAL				MEPA_P	EASEMENT, PERMANENT, APPROX.	STRIPING				UPBP	POLE, BRACE, PUSH BRACE
	EBLHS	BALE, HAY/STRAW		MET_P	EASEMENT, TEMPORARY		STB*	BROKEN LINE		UPBW	POLE, GUY WIRE
	ECT	CURTAIN, TURBIDITY		META_P	EASEMENT, TEMPORARY, APPROX.		STDB*	DOUBLE BROKEN LINE		USA	SANITARY SEWER, UNDERGROUND
	EDMC	DAM, COFFER TYPE		MF_P	FEE ACQUISITION, W/ ACCESS		STDL*	DOTTED LINE LONG		USAH	SANITARY SEWER, HANGING
	EDMEC_P	DAM, EARTHEN, CHECK		MFA_P	FEE ACQUISITION, APPROXIMATE		STDS*	DOTTED LINE SHORT		USAF	SANITARY SEWER, FORCE MAIN, UGND
	EDMPC_P	DAM, PREFAB, CHECK		MFS_P	FEE ACQUISITION, SHAPE		STFB*	FULL BARRIER LINE		USAFH	SANITARY SEWER, FORCE MAIN, HANG
	EDMSC_P	DAM, STONE, CHECK		MFWOA_P	FEE ACQUISITION, W/O ACCESS		STHB*	HATCH LINE		UT	TELEPHONE, UNDERGROUND
	EFNS	FENCE, SILT		MHB	HIGHWAY BOUNDARY		STH*	PARTIAL BARRIER LINE		UTH	TELEPHONE, HANGING
	EFNSV	FENCE, SILT & VEGETATION		MHBA	HIGHWAY BOUNDARY, APPROX.		STPB*	ROUNDABOUT, CAT TRACKS		UTO	TELEPHONE, OVERHEAD
	EFNV	FENCE, VEGETATION		MHBW	HWY BOUNDARY, FACE OF WALL		STRCT	ROUNDABOUT, YIELD LINE		UTV	CABLE TV, UNDERGROUND
	EWAA_P	WETLAND, ADJACENT AREA		MHBWOA	HIGHWAY BOUNDARY, W/O ACCESS		STRYL	STOP BAR		UTVH	CABLE TV, HANGING
	EWF	WETLAND, FEDERAL		MJC	JURISDICTION, CITY		STSB	SOLID, EDGE		UTVO	CABLE TV, OVERHEAD
	EWFS	WETLAND, FEDERAL AND STATE		MJCY	JURISDICTION, COUNTY		STSE	SOLID, EDGE		UUU	UNKNOWN, UNDERGROUND
	EWM	WETLAND, MITIGATION AREA		MJHD	JURISDICTION, HISTORIC DISTRICT		STXL*	X WALK, LADDER LINE		UUH	UNKNOWN, HANGING
	EWS	WETLAND, STATE		MJLL	JURIS., (GREAT, MILITARY) LOT LINE	* = W (WHITE) OR Y (YELLOW)				UUO	UNKNOWN, OVERHEAD
SIGNS				MJN	JURISDICTION, NATION	TRAFFIC CONTROL				UW	WATER LINE, UNDERGROUND
	SBLB	BILLBOARDS		MJPB	JURISDICTION, PUBLIC LANDS		TCSW	SIGNAL, SPAN WIRE		UWH	WATER LINE, HANGING
	SM	MULTIPLE POST		MJS	JURISDICTION, STATE	TRAFFIC MAINTENANCE				UWO	WATER LINE, OVERHEAD
	SSO	STRUCTURE, OVERHEAD		MJT	JURISDICTION, TOWN		TMBCD_P	BARRICADES	<ol style="list-style-type: none"> THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED). FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.). FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES ALSO HAVE CORRESPONDING PROPOSED FEATURES. PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT. LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.40 MM ON B SIZE DRAWINGS). MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF TRAVEL WAY) AND SHOULD BE LABELED ON THE PLANS. FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE CORRESPONDING EXISTING FEATURES. 		
	SSOC	STRUCTURE, OVHD. CANTILEVER		MJV	JURISDICTION, VILLAGE		TMBCDL_P	BARRICADES, LIGHTED			
				MPL	PROPERTY LOT LINE		TMBT_P	BARRIER, TEMPORARY			
				MPLA	PROPERTY LOT LINE, APPROXIMATE		TMBTL_P	BARRIER, TEMPORARY, LIGHTED			
				MSL	SUB LOT LINE		TMDB_P	DEVICE, BARRELS			
							TMDBL_P	DEVICE, BARRELS, LIGHTED			
							TMDC_P	DEVICE, CONES			

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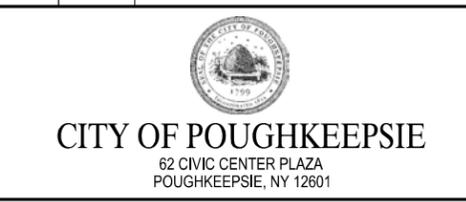
PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	LEGEND
SCALE:	AS SHOWN	DRAWING:	L-2
DATE:	JULY 2016	SHEET:	4 of 53



ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT	NOTES:
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	633.11	CLEANING EXISTING PAVEMENT AND/OR SHOULDERS	SY	1. TACK COAT IS TO BE PLACED ON EXISTING ASPHALT PRIOR TO PAVING AND IN BETWEEN EACH ADDITIONAL LAYER OF ASPHALT 2. SEE GENERAL NOTES FOR SURVEY AND STAKEOUT INFORMATION. 3. SEE SIGNING AND PVMT. PLANS FOR SHOULDER WIDTH.
203.03	EMBANKMENT IN PLACE	CY	633.12	CLEANING, SEALING AND/OR FILLING CRACKS	LS	
304.11-08	SUBBASE COURSE MODIFIED	CY				
402.018902	ASPHALT TRUING AND LEVELING COURSE, 80 SERIES COMPACTION	TON				
402.127102	12.5mm F1 SUPERPAVE HMA, 70 SERIES COMPACTION	TON				
402.127112	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.127102	QU				
407.0103	TACK COAT, STRAIGHT	GAL				
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY				
503.1010	PCC FOUNDATION FOR PAVEMENT, CLASS C	CY				
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY				
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF150 (TYP.)	LF				
610.1402	TOPSOIL, ROADSIDE	CY				
610.1601	TURF ESTABLISHMENT - ROADSIDE	SY				
627.5014-08	CUTTING PAVEMENT	LF				

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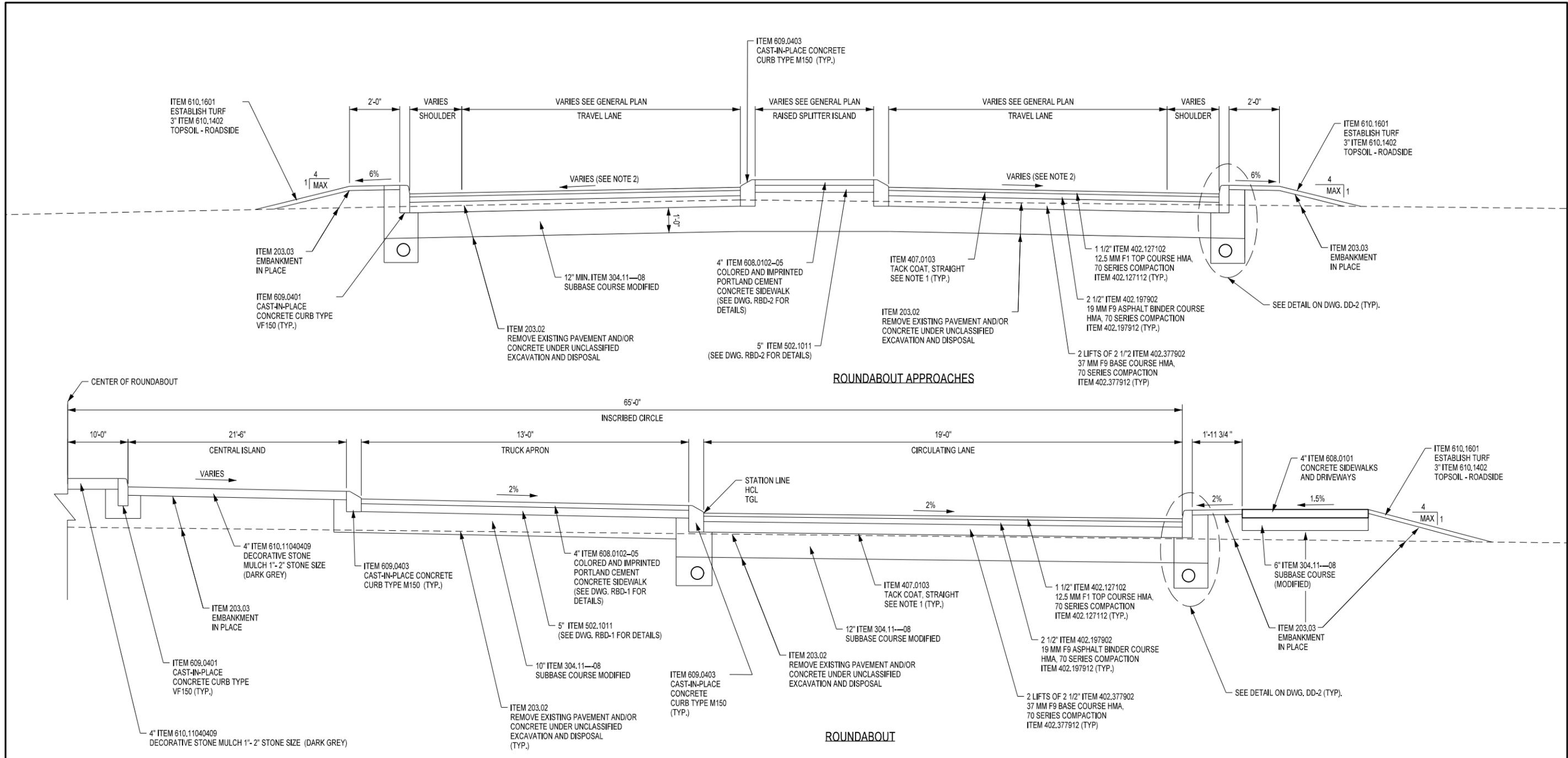
PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: TYPICAL SECTIONS
SCALE: AS SHOWN	DRAWING: TYP-1
DATE: JULY 2016	SHEET: 5 of 53

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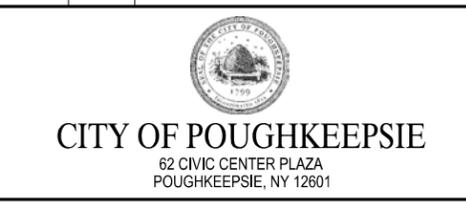
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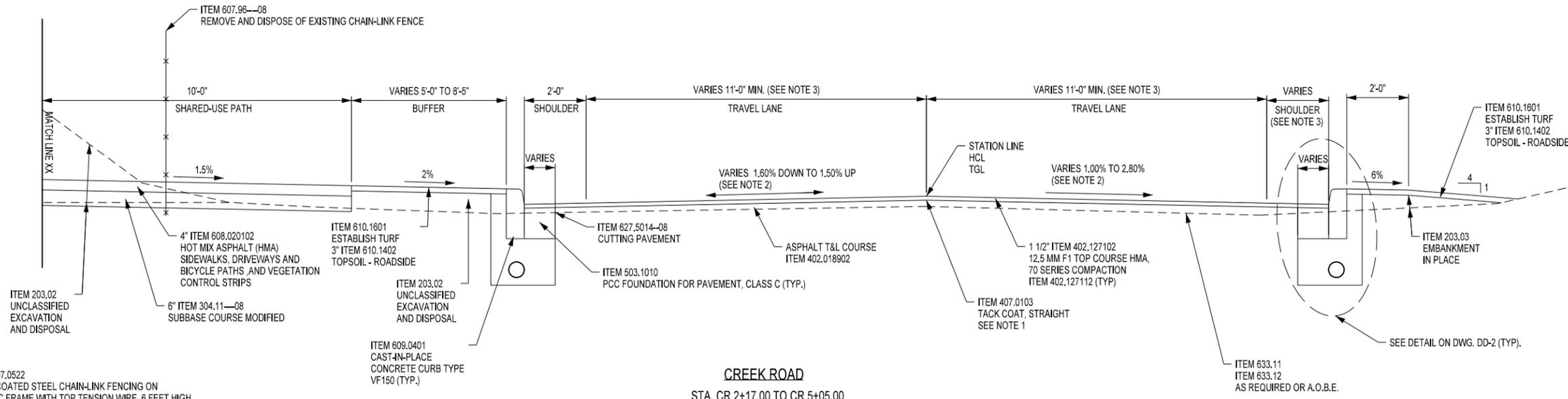
ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT	NOTES:
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	608.0102-05	COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK	CY	1. TACK COAT IS TO BE PLACED ON EXISTING ASPHALT PRIOR TO PAVING AND IN BETWEEN EACH ADDITIONAL LAYER OF ASPHALT 2. SEE GENERAL NOTES FOR SURVEY AND STAKEOUT INFORMATION.
203.03	EMBANKMENT IN PLACE	CY	609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF150	LF	
304.11-08	SUBBASE COURSE MODIFIED	CY	609.0403	CAST-IN-PLACE CONCRETE CURB TYPE M150	LF	
402.127102	12.5mm F1 SUPERPAVE HMA, 70 SERIES COMPACTION	TON	610.1402	TOPSOIL, ROADSIDE	CY	
402.127112	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.127102	QU	610.1601	TURF ESTABLISHMENT - ROADSIDE	SY	
402.197902	19mm F9 SUPERPAVE HMA, 70 SERIES COMPACTION	TON				
402.197912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.197902	QU				
402.377902	37mm F9 BASE COURSE HMA, 70 SERIES COMPACTION	TON				
402.377912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.377902	QU				
407.0103	TACK COAT, STRAIGHT	GAL				
502.1011	PCC PAVEMENT - MESH REINFORCED, NONPROFILOGRAPHED, CLASS C, FRICTION TYPE 1	CY				
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY				

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

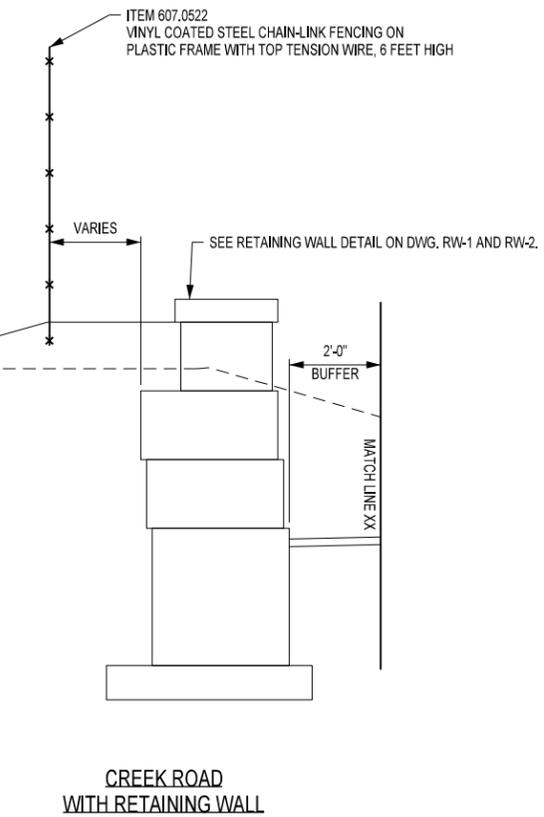
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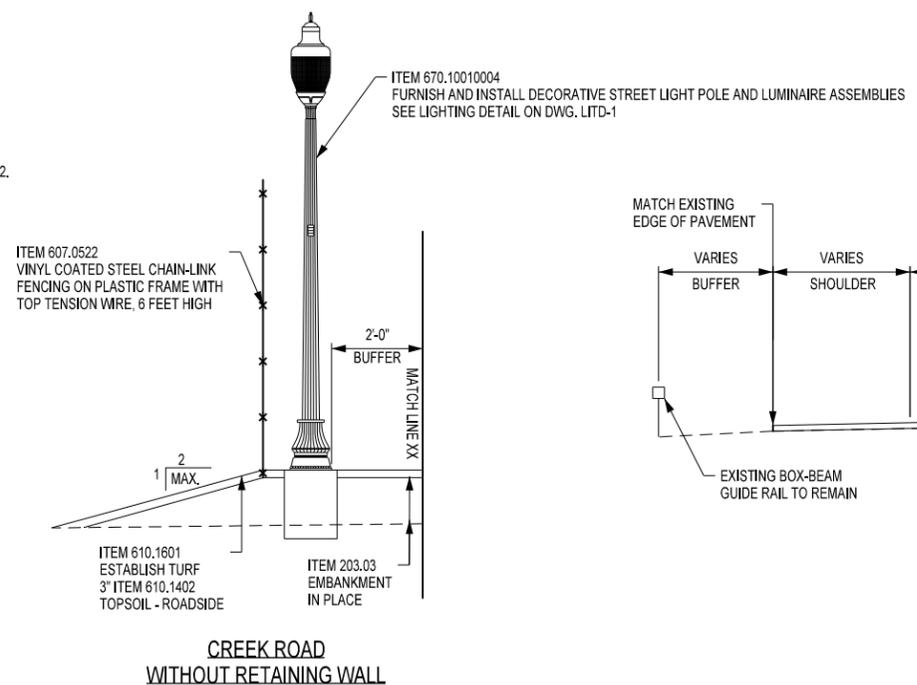
PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: TYPICAL SECTIONS
SCALE: AS SHOWN	DRAWING: TYP-2
DATE: JULY 2016	SHEET: 6 of 53



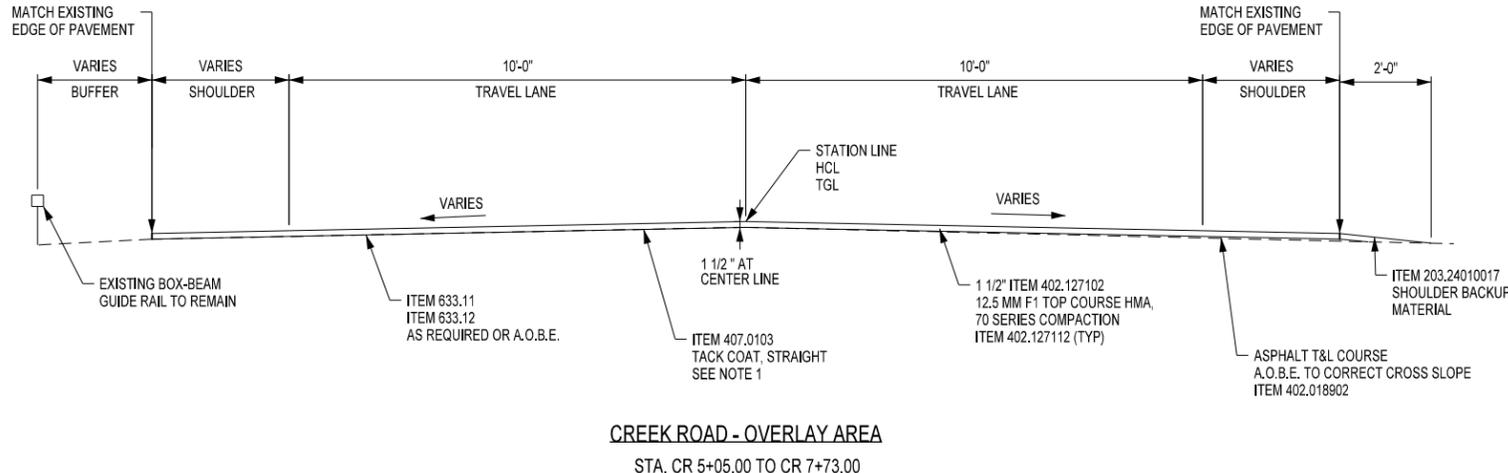
CREEK ROAD
STA. CR 2+17.00 TO CR 5+05.00



CREEK ROAD WITH RETAINING WALL



CREEK ROAD WITHOUT RETAINING WALL



CREEK ROAD - OVERLAY AREA
STA. CR 5+05.00 TO CR 7+73.00

ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT	NOTES:
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	607.96-08	REMOVE AND DISPOSE OF EXISTING CHAIN-LINK FENCE	LF	1. TACK COAT IS TO BE PLACED ON EXISTING ASPHALT PRIOR TO PAVING AND IN BETWEEN EACH ADDITIONAL LAYER OF ASPHALT 2. SEE GENERAL NOTES FOR SURVEY AND STAKEOUT INFORMATION. 3. SEE SIGNING AND PVMT. PLANS FOR SHOULDER WIDTH.
203.03	EMBANKMENT IN PLACE	CY	608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	TON	
203.24010017	SHOULDER BACKUP MATERIAL	TON				
304.11-08	SUBBASE COURSE MODIFIED	CY	609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF150 (TYP.)	LF	
402.018902	ASPHALT TRUING AND LEVELING COURSE, 80 SERIES COMPACTION	TON	610.1402	TOPSOIL, ROADSIDE	CY	
402.127102	12.5mm F1 SUPERPAVE HMA, 70 SERIES COMPACTION	TON	610.1601	TURF ESTABLISHMENT - ROADSIDE	SY	
402.127112	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.127102	QU	627.5014-08	CUTTING PAVEMENT	LF	
407.0103	TACK COAT, STRAIGHT	GAL	633.11	CLEANING EXISTING PAVEMENT AND/OR SHOULDERS	SY	
503.1010	PCC FOUNDATION FOR PAVEMENT, CLASS C	CY	633.12	CLEANING, SEALING AND/OR FILLING CRACKS	LS	
607.0522	VINYL COATED STEEL CHAIN-LINK FENCING ON PLASTIC FRAME WITH TOP TENSION WIRE, 6 FEET HIGH	LF	670.10010004	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE	EA	

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: TYPICAL SECTIONS
SCALE: AS SHOWN	DRAWING: TYP-3
DATE: JULY 2016	SHEET: 7 of 53

DRAFTING

CHECK

DESIGN

ENGINEER'S ESTIMATE (STA SM 1+00 to SM 6+30, STA SP 1+00 to SP 5+27, STA CR 1+00 to CR 7+73)

ITEM	DESCRIPTION	UNIT	QUAN.
201.07	CLEARING AND GRUBBING (SPECIFIC LOCATION(S))	ACRE	0.30
202.010001	DISPOSAL OF BUILDINGS	LS	100%
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1,793
203.03	EMBANKMENT IN PLACE	CY	1,810
203.07	SELECT GRANULAR FILL	CY	557
203.24010017	SHOULDER BACKUP MATERIAL	TON	50
206.01	STRUCTURE EXCAVATION	CY	231
206.0201	TRENCH AND CULVERT EXCAVATION	CY	1,651
206.03	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION	LF	831
206.05	TEST PIT EXCAVATION	EA	4
209.100101	MULCH - TEMPORARY	SY	7,500
209.1003	SEED AND MULCH - TEMPORARY	SY	5,750
209.13	SILT FENCE - TEMPORARY	LF	909
209.1702	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAGS - TEMPORARY	CY	7
209.190201	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE B, INTERMEDIATE	SY	90
209.22	CONSTRUCTION ENTRANCE	SY	60
210.1002	REMOVAL AND DISPOSAL OF ROOFING ACM	SF	700
210.1302	REMOVAL AND DISPOSAL OF FLOORING/MASTIC ACM	SF	160
210.1402	REMOVAL AND DISPOSAL OF CEILING ACM	SF	200
304.11000008	SUBBASE COURSE (MODIFIED)	CY	885
402.000013	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	QU	76
402.018903	TRUE AND LEVELING F9 SUPERPAVE HMA, 80 SERIES COMPACTION	TON	350
402.127103	12.5mm F1 TOP COURSE HMA, 70 SERIES COMPACTION	TON	490
402.197903	19mm F9 BINDER COURSE HMA, 70 SERIES COMPACTION	TON	220
402.258903	25mm F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	40
402.377903	37.5 BASE COURSE HMA, 70 SERIES COMPACTION	TON	430
407.0103	TACK COAT, STRAIGHT	GAL	350
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	900
502.1011	PCC PAVEMENT - MESH REINFORCED, NONPROFILOGRAPHED, CLASS C, FRICTION TYPE 1	CY	67
503.1010	PCC FOUNDATION FOR PAVEMENT, CLASS C	CY	75
552.17	SHIELDS AND SHORING	SF	10,500
554.40	FILL TYPE RETAINING WALL (0 - 6 FT.)	SF	220
554.41	FILL TYPE RETAINING WALL (GREATER THAN 6 FT. - 12 FT.)	SF	525
554.53	FILL TYPE RETAINING WALL AESTHETIC TREATMENT - OTHER; AS SHOWN IN THE CONTRACT DOCUMENTS	SF	745
603.6002	REINFORCED CONCRETE PIPE CLASS III, 15 INCH DIAMETER	LF	23
603.6003	REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER	LF	550
603.6005	REINFORCED CONCRETE PIPE CLASS III, 24 INCH DIAMETER	LF	160
603.6009	REINFORCED CONCRETE PIPE CLASS III, 36 INCH DIAMETER	LF	207
604.300673	RECTANGULAR DRAINAGE STRUCTURE, TYPE F FOR CAST F3 FRAME	LF	18
604.301873	RECTANGULAR DRAINAGE STRUCTURE, TYPE R FOR CAST F3 FRAME	LF	50
604.302192	RECTANGULAR DRAINAGE STRUCTURE, TYPE U FOR PARALLEL BAR #12 PCB FRAME	LF	5
604.4060	ROUND PRECAST MANHOLE TYPE 60	LF	10
604.4096	ROUND PRECAST MANHOLE TYPE 96	LF	17
605.09020008	UNDERDRAIN FILTER, TYPE I (MODIFIED)	CY	200
605.1701	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER	LF	1,655
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	LF	800
607.0522	VINYL COATED STEEL CHAIN-LINK FENCING ON PLASTIC FRAME WITH TOP TENSION WIRE, 6 FEET HIGH	LF	490
607.96000008	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE	LF	430
608.000013	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA SIDEWALK ITEMS	QU	7.0
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	44

ENGINEER'S ESTIMATE (STA SM 1+00 to SM 6+30, STA SP 1+00 to SP 5+27, STA CR 1+00 to CR 7+73)

ITEM	DESCRIPTION	UNIT	QUAN.
608.01020005	COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK - RUNNING BOND, BRICK RED	CY	56
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS	TON	135
608.21	EMBEDDED DETECTABLE WARNING UNITS	SY	22
608.71166108	BOLLARD-FIXED SURFACE MOUNTED, WITHOUT LIGHTING, WIDTH OVER 11 INCHES, HEIGHT OVER 36 INCHES	EA	10
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF150	LF	2,190
609.0403	CAST-IN-PLACE CONCRETE CURB TYPE M150	LF	900
610.11040409	DECORATIVE STONE MULCH 1" - 2" STONE SIZE	CY	45
610.1402	TOPSOIL - ROADSIDE	CY	325
610.1601	TURF ESTABLISHMENT - ROADSIDE	SY	4,000
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	SEE
619.04	TYPE III CONSTRUCTION BARRICADES	EA	80
619.080101	REMOVE PAVEMENT MARKING STRIPES, (TRAFFIC PAINT)	LF	3,206
619.100101	INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT)	LF	8,702
619.100201	INTERIM PAVEMENT MARKINGS, SYMBOLS (TRAFFIC PAINT)	EA	9
623.12	CRUSHED STONE (IN-PLACE MEASURE)	CY	310
625.01	SURVEY OPERATIONS	LS	SEE
627.50140008	CUTTING PAVEMENT	LF	2,260
633.11	CLEANING EXISTING PAVEMENT AND/OR SHOULDERS	SY	3,200
633.12	CLEANING, SEALING, AND/OR FILLING CRACKS	LS	100%
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	12
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	3,500
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF W/ Z-BARS	SF	145
645.5202	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF W/ Z-BARS, HIGH VISIBILITY SHEETING	SF	84
645.81	TYPE A SIGN POSTS	EA	35
646.21	REFERENCE MARKER PANEL	EA	1
647.61	REMOVE AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORT(S) FDNS AND ANY ATTACHED SIGNS - SIZE I	EA	13
655.0703	CAST FRAME F3, MOUNTABLE CURB BOX CM3 & RETICULINE GRATE G3	EA	1
655.0706	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	EA	12
655.0903	PARALLEL BAR FRAME 12 PCB & PARALLEL BAR GRATE 12 PCB	EA	1
655.1201	MANHOLE FRAME & GRATE	EA	3
670.01000001	CAST-IN-PLACE CONCRETE FOUNDATION FOR LIGHT STANDARDS	EA	12
670.10010004	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE	EA	12
670.2306	GALVANIZED STEEL PLASTIC COATED CONDUIT, 2"	LF	160
670.2602	RIGID PLASTIC CONDUIT, 2"	LF	755
670.3010	PULLBOXES 7 1/2 TO 10 CUBIC FEET, INSIDE VOLUME (LIGHTING)	EA	5
670.42020002	LIGHT METER CABINET WITH ALL COMPONENTS	EA	1
670.60	PHOTOELECTRIC CONTROLS	EA	1
670.7002	SINGLE CONDUCTOR CABLE, NUMBER 2 GAGE	LF	250
670.7003	SINGLE CONDUCTOR CABLE, NUMBER 4 GAGE	LF	2,600
670.7007	SINGLE CONDUCTOR CABLE, NUMBER 12 GAGE	LF	800
670.7501	GROUND WIRE NO. 6 AWG.	LF	1,031
680.700606	RISER ASSEMBLY, 2" DIAMETER	EA	1
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	5,518
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	3,150
685.14	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS	EA	17
698.04	ASPHALT PRICE ADJUSTMENT	DC	4,515
ENGINEER'S ESTIMATE SUBTOTAL (EES)			
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	100%
625.01	SURVEY OPERATIONS	LS	100%
ADJUSTED ENGINEER'S ESTIMATE FOR CONSTRUCTION			
697.03	FIELD CHANGE PAYMENT (FCP)	DC	77,000
699.040001	MOBILIZATION 4%	LS	100%

DRAFTING

CHECK

DESIGN

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
PIN: 8757.82	TITLE: ESTIMATE OF QUANTITIES		
SCALE: AS SHOWN	DRAWING: Q-1		
DATE: JULY 2016	SHEET: 8 of 53		

GENERAL NOTES:

CONSTRUCTION AND MATERIALS SPECIFICATIONS: STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OFFICE OF ENGINEERING, DATED MAY 1, 2008, WITH CURRENT ADDITIONS AND MODIFICATIONS (US CUSTOMARY UNITS) EXCEPT AS MODIFIED ON THESE PLANS AND IN THE ITEMIZED PROPOSAL.

1. THE CONTRACTOR IS TO VISIT THE SITE BEFORE BIDDING, TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO JUDGE FOR HIMSELF THE EXTENT AND NATURE OF THE WORK TO BE DONE UNDER THIS CONTRACT. NO EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR BECAUSE OF THE CONTRACTOR'S FAILURE TO INCLUDE IN HIS BID ALL ITEMS AND MATERIALS WHICH HE IS REQUIRED TO FURNISH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR IS ADVISED THAT HE MUST HAVE IN HIS POSSESSION, A SET OF CONTRACT PLANS/PROPOSAL FOR IDENTIFICATION PURPOSES WHEN CONDUCTING THIS SITE VISIT.

2. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK, THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH FIELD CONDITIONS ABOVE.

3. THE CONTRACTOR SHALL EXAMINE AND VERIFY IN THE FIELD, ALL CONDITIONS AND DIMENSIONS. DIMENSIONS OF THE EXISTING STRUCTURES SHOWN ON THESE PLANS ARE FOR GENERAL REFERENCE ONLY. THEY HAVE BEEN TAKEN FROM THE ORIGINAL CONSTRUCTION DRAWINGS AND LIMITED FIELD SURVEY AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL TAKE ALL SUCH FIELD MEASUREMENTS TO ASSURE PROPER FIT OF THE FINISHED WORK, AND THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY IF FIELD CONDITIONS AND DIMENSIONS DIFFER FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR SHALL USE THE FIELD CONDITIONS AND DIMENSIONS AND MAKE THE APPROPRIATE CHANGES TO THOSE SHOWN ON THE PLANS AS APPROVED BY THE ENGINEER. WHEN SHOP DRAWINGS BASED ON FIELD MEASUREMENTS ARE SUBMITTED FOR APPROVAL, THE FIELD MEASUREMENTS MADE SHALL BE INDICATED ON THE SHOP DRAWINGS SUBMITTED FOR REFERENCE OF THE REVIEWER.

4. THE CONTRACTOR SHOULD NOTE THAT ADDITIONAL WORK MAY BE REQUIRED AS THE CONTRACT PROGRESSES, WHICH IS NOT SHOWN OR NOTED ON THE PLANS. THIS WORK SHALL BE PERFORMED BY THE CONTRACTOR AS ORDERED BY THE ENGINEER, AND PAID IN ACCORDANCE WITH SECTION 109-05 OF THE SPECIFICATIONS.

5. WORK PERTAINING TO MODIFICATIONS, AS MAY BE REQUIRED, DUE TO ANY DIFFERENCE BETWEEN ACTUAL FIELD CONDITIONS AND THOSE SHOWN BY THE DETAILS AND DIMENSIONS ON THE CONTRACT PLANS, WILL BE PAID AT THE UNIT BID PRICE FOR THE ACTUAL QUANTITIES OF MATERIALS USED OR FOR THE WORK PERFORMED, AS INDICATED BY THE VARIOUS ITEMS IN THE CONTRACT.

6. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGE TO THE EXISTING FACILITY CAUSED BY HIS OPERATIONS WHICH IS NOT INCLUDED AS PART OF THE INTENDED WORK. ALL DAMAGE TO THE EXISTING FACILITY WHICH IS NOT PART OF THE INTENDED WORK SHALL BE REPAIRED BY THE CONTRACTOR WITHOUT COST TO THE CITY, AND TO THE SATISFACTION OF THE ENGINEER.

7. LOCATION OF PUBLIC AND/OR PRIVATE UTILITIES, INDICATED AS EXISTING AND/OR TO BE CONSTRUCTED AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THEIR EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. ADDITIONAL UTILITY LINES, WHETHER ABANDONED OR IN SERVICE, MAY EXIST, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT HIS OPERATIONS AND TAKE THE NECESSARY PRECAUTIONS TO PREVENT INTERFERENCE WITH OR DAMAGE TO THESE OR OTHER FACILITIES DURING THE COURSE OF CONSTRUCTION.

8. IN THE EVENT THAT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE CAUSING AN INTERRUPTION IN SAID SERVICE, HE SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND MAY NOT CEASE HIS WORK OPERATION UNTIL SERVICE IS RESTORED.

9. THE METHOD OF REMOVAL OF EXISTING ROADWAY OR SHOULDER PAVEMENT IN THE IMMEDIATE VICINITY OF UNDERGROUND UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

10. THE CONTRACTOR SHALL PROTECT HIS WORKERS AT ALL TIMES IN CONFORMANCE WITH APPLICABLE OSHA REGULATIONS.

11. PROTECTION OF THE PUBLIC: THE CONTRACTOR SHALL MAINTAIN AND PROTECT TRAFFIC IN ACCORDANCE WITH ITEM 619.01, THE TRAFFIC CONTROL NOTES INCLUDED ON THE PLANS, AND THE PERTINENT SECTIONS OF THE FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2009 EDITION) WITH THE NYS SUPPLEMENT. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF SECTION 107, LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC, OF THE NYS DOT STANDARD SPECIFICATIONS DATED MAY 1, 2008, INCLUDING CURRENT ADDITIONS AND MODIFICATIONS.

12. THE CONTRACTOR IS ADVISED THAT ADDITIONAL NOTES WILL BE FOUND ON SUBSEQUENT SHEETS OF THE CONTRACT PLANS AND SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC SHEETS THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES USED HEREIN.

13. THE PLANS SHOW KNOWN SUBSURFACE STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS OF SUCH PIPELINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE DIFFERENT FROM THAT SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS/HER RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. THE CONTRACTOR SHALL CONTACT DIG SAFELY NEW YORK AT 1-800-962-7962 AT LEAST 48 HOURS PRIOR TO EXCAVATION OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO CONDUCT EXPLORATORY TEST PITS AS MAY BE REQUIRED AND APPROVED BY THE ENGINEER. TO DETERMINE UNDERGROUND CONDITIONS, THE COST OF WHICH SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 206.05 - TEST PIT EXCAVATIONS.

14. THE CONTRACTOR SHALL RESTORE LAWNS, DRIVEWAYS, CULVERTS, SIGNS AND OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO AT LEAST AS GOOD A CONDITION AS BEFORE BEING DISTURBED AS DETERMINED BY THE ENGINEER. ANY DAMAGED TREES, SHRUBS, AND/OR HEDGES NOT SPECIFICALLY CALLED OUT TO BE REMOVED ON THE PLANS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

15. THE CONTRACTOR WILL PROTECT EXISTING PROPERTY LINE ORNAMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.

16. BEFORE ANY WORK IS DONE AND PREFABRICATED ITEMS ARE MADE, THE SURVEY SHALL BE VERIFIED. THE CITY WILL NOT BE RESPONSIBLE FOR ANY EXTRA COSTS ASSOCIATED WITH THE SURVEY NOT BEING ACCURATE.

SURVEY AND STAKED OUT NOTES:

CONTRACTOR SHALL LAYOUT CURB LINES PRIOR TO STARTING WORK TO VERIFY CUT AND FILL OF EXISTING PAVEMENT UNDER ITEM 625.01.

AFTER AWARD, SURVEY AND STAKEOUT DATA FOR THE FOLLOWING ITEMS WILL BE MADE AVAILABLE TO THE CONTRACTOR:

- CONTROL ALIGNMENTS FOUND ON THE GENERAL PLANS VIA CAD FILES AND INROADS ALG. FILES.
- CONSTRUCTION FEATURES SHOWN ON THE PLANS (CURB LINES, EDGE OF PAVEMENT, STRIPING, CENTRAL ISLAND, SIDEWALK, ETC.) VIA 3D CAD FILES AND INROADS ALG / DTM FILES.

RIGHT-OF-WAY NOTE

A. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.

B. IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE PROJECT ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).

C. IN ACCORDANCE WITH SECTION 107-13 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTIONS 105-15, 107-13).

D. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE, ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08 AND 107-13).

UTILITY NOTES

UTILITY QUALITY LEVEL DESCRIPTION

QUALITY LEVEL A - THE HIGHEST DEGREE OF ACCURACY - THE UTILITY INFORMATION SHOWN ON THE PLANS HAS BEEN LOCATED AND VERIFIED BY EXCAVATION, WHEN APPROPRIATE (SHOWN AS QLA).
 QUALITY LEVEL B - SUBSURFACE GEOPHYSICAL LOCATING TECHNIQUES (IE. UNDERGROUND CAMERAS, RADAR, SONAR, TONE OUTES, ETC.) AND EXISTING RECORD PLANS HAVE BEEN USED TO LOCATE UTILITIES. NO EXCAVATIONS WERE PERFORMED (SHOWN AS BLB).
 QUALITY LEVEL C - RECORD INFORMATION PROVIDED BY UTILITY OWNERS WAS PLOTTED ON THE CONTRACT PLANS, DEPTHS WERE NOT FIELD VERIFIED. PHYSICAL SURFACE FEATURES LIKE MANHOLES, VALVE BOXES, AND HYDRANTS HAVE BEEN FIELD LOCATED (SHOWN AS QLC).
 QUALITY LEVEL D - EXISTING CITY AND UTILITY COMPANY RECORDS WERE USED TO LOCATE SUBSURFACE UTILITIES (SHOWN AS QLD).
 THE UTILITY QUALITY LEVEL FOR THE PROJECT IS QUALITY LEVEL C.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT THERE ARE OVERHEAD UTILITIES WITHIN THE PROJECT WORK LIMITS THAT WILL BE RELOCATED AS PART OF THIS PROJECT.

A UTILITY AGREEMENT EXISTS BETWEEN THE CITY AND CENTRAL HUDSON TO RELOCATE SUPPORT POLE #193809 AND THE GUY WIRES FOR POLE #78782.

A UTILITY AGREEMENT EXISTS BETWEEN THE CITY AND VERIZON TO RELOCATE POLE #VZ5, THE GUY WIRES FOR POLE #NYT4, AND READJUST SPLICE BOX COVER AT CR 4+50 LT.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT THERE ARE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT WORK LIMITS AND THAT NO UNDERGROUND UTILITIES ARE BEING ADJUSTED AS PART OF THIS PROJECT. UNDERGROUND UTILITIES WITHIN PROJECT LIMITS ARE AS FOLLOWS:
 -UNDERGROUND GAS LINE ALONG THE SOUTH SIDE OF SMITH STREET.
 -UNDERGROUND GAS LINE ON THE NORTH SIDE OF LITTLE GEORGE STREET.
 -UNDERGROUND GAS LINE ON THE EAST SIDE OF CREEK ROAD.
 -UNDERGROUND COMMUNICATION LINE ON WEST SIDE OF CREEK ROAD AND SMITH STREET.

DRAFTING

CHECK

DESIGN

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DESCRIPTION OF ALTERATIONS:

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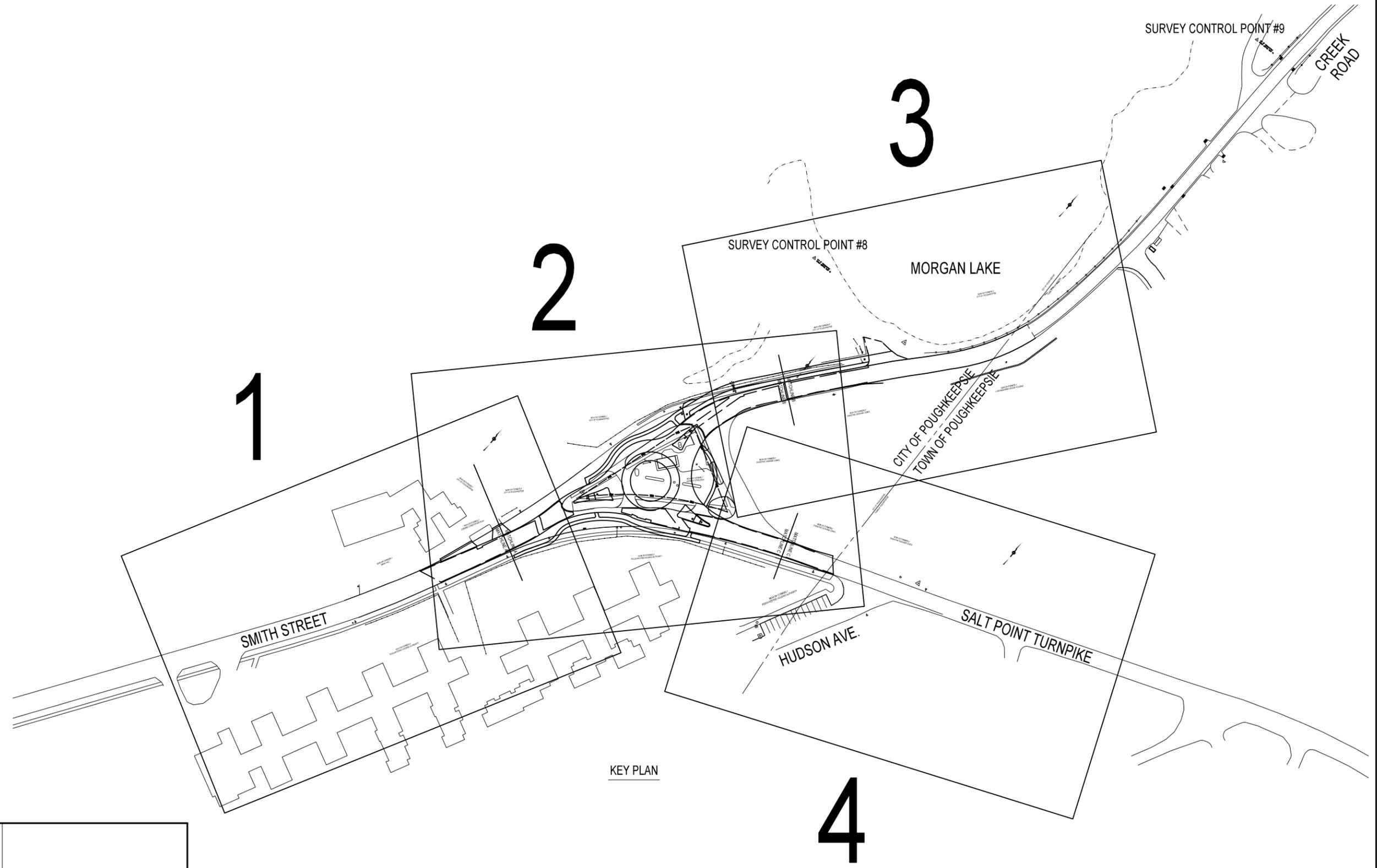


PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: GENERAL NOTES
SCALE: N.T.S.	DRAWING: GN-1
DATE: JULY 2016	SHEET: 9 of 53

DRAFTING

CHECK

DESIGN



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HVEA
ENGINEERS
BEACON, NEW YORK 12508
(845) 838-3600
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CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	KEY PLAN
SCALE:	AS SHOWN	DRAWING:	KEY - 1
DATE:	JULY 2016	SHEET:	10 of 53

TRAFFIC CONTROL NOTES:

1. GENERAL: WORK ZONE TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE CURRENT VERSION OF SECTION 619 OF THE NYS DOT STANDARD SPECIFICATIONS AND STANDARD SHEETS, ANY PROVISIONS CONTAINED IN THE PLANS AND/OR PROPOSAL OF THIS CONTRACT, AND AS DIRECTED BY THE ENGINEER.

TRAFFIC SHALL BE MAINTAINED TO LOCAL RESIDENTS EMERGENCY VEHICLES AND SCHOOL BUSES AT ALL TIMES.

2. CHANGES TO THE TRAFFIC CONTROL PLAN: THE CONTRACTOR MAY SUBMIT ANY PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN TO THE ENGINEER, IN WRITING, FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE. THESE REVISIONS MUST BE SUBMITTED A MINIMUM OF SEVEN (7) CALENDAR DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS. ANY CHANGE WHICH ALTERS THE BASIC CONCEPT OF THE PLAN MUST BE SUBMITTED TO THE ENGINEER A MINIMUM OF FORTY-FIVE (45) DAYS PRIOR TO THE IMPLEMENTATION OF SUCH REVISIONS FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE.

3. CONSTRUCTION EQUIPMENT AND VEHICLES: ALL VEHICLES AND EQUIPMENT WITHIN THE CONTRACT LIMITS AND ON TRAVEL LANES AND/OR SHOULDERS SHALL BE EQUIPPED WITH AND SHALL OPERATE A MINIMUM OF ONE AMBER ROTATING OR FLASHING LIGHT EMITTING DIODE (LED) BEACON VISIBLE FROM ALL DIRECTIONS FOR A MINIMUM OF 1000 FEET DURING DAYLIGHT. IF VISIBILITY OF A SINGLE BEACON IS BLOCKED BY A PORTION OF THE VEHICLE OR EQUIPMENT, ADDITIONAL BEACONS SHALL BE PROVIDED. BEACONS SHALL BE MOUNTED IN A MANNER WHICH DOES NOT CAUSE GLARE FOR DRIVERS USING THE ROADWAY OR THE OPERATOR OF THE VEHICLE OR EQUIPMENT.

4. PARKING OF CONSTRUCTION EQUIPMENT & VEHICLES AND STORAGE OF MATERIALS: CONSTRUCTION EQUIPMENT (INCLUDING LIGHT TOWERS, IF USED), VEHICLES AND MATERIALS SHALL BE PLACED OR STORED DURING NON-WORKING HOURS A MINIMUM OF 30 FEET FROM THE EDGE OF PAVEMENT OR BEHIND TEMPORARY CONCRETE BARRIER OR GUIDE RAIL. EQUIPMENT, VEHICLES AND MATERIALS STORED BEHIND TEMPORARY CONCRETE BARRIER OR GUIDE RAIL SHALL NOT BE PLACED OR STORED WITHIN THE APPROXIMATE DEFLECTION DISTANCE SHOWN IN TABLE 619-6. GUIDE RAIL AND TEMPORARY CONCRETE BARRIER STANDARD DEFLECTION DISTANCES, IN THE NYS DOT STANDARD SPECIFICATIONS.

PRIVATE VEHICLES OWNED BY THE CONTRACTOR OR THE CONTRACTOR'S WORKERS SHALL BE PARKED, DURING WORKING AND NON-WORKING HOURS, IN ACCORDANCE WITH THE REQUIREMENTS IN THE PRECEDING PARAGRAPH.

NO MATERIAL IS TO BE PLACED ON THE SHOULDER EXCEPT THAT WHICH IS TO BE PLACED THAT DAY. CONSTRUCTION EQUIPMENT SHOULD BE REMOVED FROM THE 4 FOOT CLEAR ROADSIDE AREA DURING NON-WORKING HOURS.

5. PARKING OF VEHICLES: PRIVATE VEHICLES OWNED BY THE CONTRACTOR OR THE CONTRACTOR'S WORKERS SHALL NOT BE PARKED ON THE PAVEMENT OR SHOULDERS OR ANY OTHER AREAS DEEMED BY THE ENGINEER TO BE HAZARDOUS LOCATIONS.

6. CONDITION OF TRAFFIC CONTROL DEVICES: AT THE START OF THE CONTRACT, ALL WORK ZONE TRAFFIC CONTROL DEVICES SHALL APPEAR IN "ACCEPTABLE" CONDITION AS DESCRIBED AND PICTURED IN THE CURRENT EDITION OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) MANUAL QUALITY GUIDELINES FOR TEMPORARY TRAFFIC CONTROL DEVICES. THESE DEVICES SHALL NOT BE ALLOWED TO FALL BELOW THE "MARGINAL" CONDITION DURING THE LIFE OF THE CONTRACT.

ALL SIGNS SHALL BE IN "ACCEPTABLE" CONDITION AS DESCRIBED IN THE ATSSA MANUAL QUALITY GUIDELINES FOR TEMPORARY TRAFFIC CONTROL DEVICES THROUGHOUT THE CONTRACT. NON-STANDARD SIGN LEGENDS ARE NOT ACCEPTABLE.

RIGID SIGN PANELS MUST HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET, MEASURED FROM THE ROADWAY SURFACE TO THE BOTTOM OF THE LOWEST SIGN PANEL. FOR SIGNS INCORPORATING AN AUXILIARY PANEL BELOW THE PRIMARY PANEL, THE MINIMUM MOUNTING HEIGHT SHALL BE 6 FEET. FLEXIBLE PANEL AND LIGHTWEIGHT RIGID PANELS SHALL BE MOUNTED IN ACCORDANCE WITH THE NYS DOT STANDARD SPECIFICATIONS.

7. ACTIVITY AREAS: ACTIVITY AREAS SHOULD BE LIMITED TO ONE SIDE OF A ROADWAY AT A TIME UNLESS APPROVED BY THE ENGINEER. UNLESS OTHERWISE APPROVED BY THE ENGINEER, ACTIVITY AREAS ON ALTERNATE SIDES OF THE ROADWAY SHALL BE SEPARATED BY A MINIMUM LONGITUDINAL DISTANCE OF 4L, WHERE "L" IS DEFINED IN TABLE 6H-4 OF THE MUTCD.

IT MAY BE NECESSARY TO LIMIT THE LENGTH OF A GIVEN ACTIVITY AREA. THE ENGINEER WILL DETERMINE THE MAXIMUM LENGTH OF ACTIVITY AREAS.

WHEN TWO ACTIVITY AREAS ON A ROADWAY ARE SEPARATED BY A SUFFICIENT LONGITUDINAL DISTANCE, ADVANCE WARNING SIGNS SHALL BE PLACED FOR BOTH ACTIVITY AREAS IN ACCORDANCE WITH THE MUTCD OR APPLICABLE WORK ZONE TRAFFIC CONTROL STANDARD SHEET(S). WHEN THE LONGITUDINAL DISTANCE BETWEEN SUCCESSIVE ACTIVITY AREAS IS NOT SUFFICIENT, THE CONTRACTOR SHALL PROVIDE ADEQUATE SIGNAGE TO INFORM USERS AND REDUCE CONFUSION. THE ENGINEER SHALL DETERMINE THE ADEQUACY OF SIGNAGE IN SUCH CASES.

8. ROAD CLOSURES: ROAD CLOSURES WILL NOT BE PERMITTED, EXCEPT AS NOTED IN THE CONTRACT DOCUMENTS.

9. DRIVEWAYS: DRIVEWAY ACCESS TO ALL RESIDENTIAL AND COMMERCIAL FACILITIES SHALL BE MAINTAINED AT ALL TIMES. COST TO BE INCLUDED IN ITEM 619.01.

10. TEMPORARY LANE AND SHOULDER CLOSURES: IT WILL BE NECESSARY TO TEMPORARILY CLOSE TRAVEL LANES AND/OR SHOULDERS TO PERFORM THE CONTRACT WORK. THE FOLLOWING RESTRICTIONS SHALL APPLY TO LANE AND SHOULDER CLOSURES:

A. NO LANE OR SHOULDER CLOSURES SHALL BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.

NO LANE OR SHOULDER CLOSURES SHALL BE PERMITTED DURING NON-WORKING HOURS, UNLESS SPECIFICALLY PROVIDED ELSEWHERE IN THE CONTRACT DOCUMENTS.

TRAFFIC CONTROL NOTES (CONTINUED):

B. THE STATE RESERVES THE RIGHT TO ALLOW WORK WITHIN THE CONTRACT LIMITS BY OTHERS ALONG KEY CORRIDORS. IN ORDER TO MINIMIZE INCONVENIENCE TO THE TRAVELING PUBLIC, ANY LANE CLOSURES REQUIRED WITHIN CONTRACT LIMITS MUST BE APPROVED BY THE SURFACE TRANSPORTATION CONTROLLER (STC). KEY CORRIDORS ARE DEFINED AS I-884, TACONIC STATE PARKWAY (TSP), PALISADES INTERSTATE PARKWAY (PIP), SPRAIN BROOK PARKWAY (SBP), SAW MILL RIVER PARKWAY (SMRP), HUTCHINSON RIVER PARKWAY (HRP), CROSS COUNTY PARKWAY (CCP), NYS ROUTE 17 (FUTURE I-86), I-84 (INCLUDING THE NEWBURGH-BEACON BRIDGE), I-87 (INCLUDING THE TAPPAN ZEE BRIDGE), I-287, I-86, AND I-90.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THEY ARE RESPONSIBLE TO FORWARD REQUESTS THROUGH THE EIC TO THE STC FOR LANE CLOSURE APPROVALS ON KEY CORRIDORS. THESE REQUESTS MUST BE SUBMITTED TO THE STC AT THE EMAIL ADDRESS: dot.sm.ro8.stc. A MINIMUM OF SEVEN (7) DAYS IN ADVANCE OF SCHEDULED CLOSURES. THE STC SHALL RESPOND WITHIN FOUR (4) BUSINESS DAYS OF RECEIPT OF REQUEST. ATTENTION IS ALSO DIRECTED TO THE FACT THAT, DUE TO POSSIBLE TRAFFIC CONTROL CONFLICTS, APPROVAL MAY OR MAY NOT BE GRANTED FOR THE DATE(S) REQUESTED. ANY ADDITIONAL COSTS, DELAYS OR REMOBILIZATIONS ASSOCIATED WITH THE APPROVAL PROCESS SHALL BE INCLUDED IN THE BID PRICE FOR THE BASIC WORK ZONE TRAFFIC CONTROL.

C. LANE AND/OR SHOULDER CLOSURES DO NOT REQUIRE APPROVAL BY THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER'S SURFACE TRANSPORTATION CONTROLLER (STC) PRIOR TO IMPLEMENTATION BUT MUST BE REPORTED IN ADVANCE TO THE STC.

THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER'S ROAD WORK FORM SHALL BE USED TO NOTIFY THE STC OF LANE/AND OR SHOULDER CLOSURES. THE ROAD WORK FORM WILL BE MADE AVAILABLE TO THE CONTRACTOR BY THE ENGINEER.

THE CONTRACTOR IS RESPONSIBLE FOR PREPARING THE ROAD WORK FORM AND FORWARDING IT THROUGH THE ENGINEER TO THE STC. THE ROAD WORK FORM MUST BE SUBMITTED TO THE STC AT DOT.SM.R08.STC OR STC.R08@DOT.NY.GOV A MINIMUM OF SEVEN (7) CALENDAR DAYS IN ADVANCE OF SCHEDULED CLOSURES. THE STC SHALL RESPOND WITHIN FOUR (4) CALENDAR DAYS AFTER RECEIPT OF THE ROAD WORK FORM.

D. ON KEY CORRIDORS AS DESCRIBED IN ITEM B (ABOVE), THE REQUIRED NUMBER OF LANES BY TIME OF DAY CHART IN THE PROPOSAL SHALL BE FOLLOWED. ON ALL OTHER ROUTES THE SAME NUMBER OF TRAVEL LANES (INCLUDING TURNING LANES), AS EXIST PRIOR TO THIS CONTRACT, SHALL BE MAINTAINED IN EACH DIRECTION DURING THE HOURS OF 7:00AM TO 9:00AM AND 3:00PM TO 6:00PM - MONDAY TO FRIDAY, INCLUSIVE.

E. DURING HIGH PEAK TRAFFIC HOURS FROM DUTCHESS COMMUNITY COLLEGE TRAFFIC, LANE CLOSURES MAY BE LIMITED BY THE ENGINEER AS TO NOT CAUSE ANY EXCESS TRAFFIC DELAYS.

F. IN AREAS OF MAJOR SHOPPING MALLS, THE SAME NUMBER OF TRAVEL LANES (INCLUDING TURNING LANES), AS EXIST PRIOR TO THIS CONTRACT, SHALL BE MAINTAINED IN EACH DIRECTION DURING THE HOURS OF 10:00AM TO 4:00PM ON SATURDAYS.

G. AS DESCRIBED BELOW, THE TIME RESTRICTIONS ABOVE CAN BE ADJUSTED BY THE ENGINEER AS TRAFFIC CONDITIONS WARRANT.

THE ENGINEER IS AUTHORIZED TO ORDER ADDITIONAL TIME RESTRICTIONS ON ALL ROADS OF UP TO ONE HOUR PER WORK DAY IF TRAFFIC CONDITIONS WARRANT. THERE SHALL BE NO COST TO THE STATE FOR SUCH ADDED RESTRICTIONS. THE CONTRACTOR SHALL NOT HAVE ANY DELAY IN CLAIMS AGAINST THE STATE IF THE ENGINEER ORDERS UP TO ONE HOUR OF ADDITIONAL TIME RESTRICTIONS PER DAY.

THE ENGINEER IS AUTHORIZED TO REDUCE TIME RESTRICTIONS ON NON-KEY CORRIDORS AS TRAFFIC CONDITIONS WARRANT.

H. THE CONTRACTOR WILL NOT BE ALLOWED TO IMPLEMENT ANY TEMPORARY LANE OR SHOULDER CLOSURES OR OTHERWISE DISRUPT TRAFFIC IN ANY WAY DURING THE FOLLOWING STATE RECOGNIZED HOLIDAYS:

- | | |
|---------------------|---------------------|
| 1) NEW YEAR'S DAY | 5) LABOR DAY |
| 2) MOTHERS DAY | 6) COLUMBUS DAY |
| 3) MEMORIAL DAY | 7) THANKSGIVING DAY |
| 4) INDEPENDENCE DAY | 8) CHRISTMAS DAY |

IF AN ABOVE RECOGNIZED HOLIDAY IS ON A MONDAY, NO TEMPORARY LANE OR SHOULDER CLOSURES OR OTHER TRAFFIC DISRUPTIONS WILL BE PERMITTED FROM 6 A.M. FRIDAY BEFORE THE HOLIDAY TO 10 A.M. TUESDAY AFTER THE HOLIDAY.

IF AN ABOVE RECOGNIZED HOLIDAY IS ON A TUESDAY, NO TEMPORARY LANE OR SHOULDER CLOSURES OR OTHER TRAFFIC DISRUPTIONS WILL BE PERMITTED FROM 6 A.M. FRIDAY BEFORE THE HOLIDAY TO 10 A.M. WEDNESDAY AFTER THE HOLIDAY.

IF AN ABOVE RECOGNIZED HOLIDAY IS ON A WEDNESDAY, NO TEMPORARY LANE OR SHOULDER CLOSURES OR OTHER TRAFFIC DISRUPTIONS WILL BE PERMITTED FROM 6 A.M. TUESDAY BEFORE THE HOLIDAY TO 10 A.M. THURSDAY AFTER THE HOLIDAY.

IF AN ABOVE RECOGNIZED HOLIDAY IS ON A THURSDAY, NO TEMPORARY LANE OR SHOULDER CLOSURES OR OTHER TRAFFIC DISRUPTIONS WILL BE PERMITTED FROM 6 A.M. THE DAY BEFORE THE HOLIDAY TO 10 A.M. MONDAY AFTER THE HOLIDAY.

IF AN ABOVE RECOGNIZED HOLIDAY IS ON A FRIDAY, NO TEMPORARY LANE OR SHOULDER CLOSURES OR OTHER TRAFFIC DISRUPTIONS WILL BE PERMITTED FROM 6 A.M. THE DAY BEFORE THE HOLIDAY TO 10 A.M. MONDAY AFTER THE HOLIDAY.

IF AN ABOVE RECOGNIZED HOLIDAY IS ON A WEEKEND DAY, NO TEMPORARY LANE OR SHOULDER CLOSURES OR OTHER TRAFFIC DISRUPTIONS WILL BE PERMITTED FROM 6 A.M. FRIDAY BEFORE THE HOLIDAY TO 10 A.M. TUESDAY AFTER THE HOLIDAY.

THE STATE (CITY) RESERVES THE RIGHT TO PRECLUDE LANE AND/OR SHOULDER CLOSURES DURING PERIODS OF INCLEMENT WEATHER, WET OR ICY PAVEMENT, REDUCED VISIBILITY, TRAFFIC ACCIDENTS OR ANY OTHER EMERGENCIES. THE STATE (CITY) MAY ALTER ANY LANE OR SHOULDER CLOSURES SHOULD TRAFFIC CONDITIONS OR OTHER UNFORSEEN CIRCUMSTANCES ARISE WHICH WOULD ADVERSELY AFFECT THE TRAFFIC FLOW. THE CONTRACTOR IS ALSO ALERTED TO THE FACT THAT INCIDENT MANAGEMENT OR TRAFFIC CONDITIONS MIGHT FORCE HIS/HER CONSTRUCTION OPERATIONS TO STOP, EVEN DURING TIME WHERE SUCH OPERATION WOULD NORMALLY BE PERMITTED. SEVEN (7) ABOVE DESCRIBED OCCURRENCES PER CALENDAR YEAR SHOULD BE TAKEN INTO CONSIDERATION AS A REASONABLE FREQUENCY WHEN BIDDING THE PROJECT. THE CONTRACTOR SHALL HAVE NO CLAIM AGAINST THE STATE (CITY) FOR ANY DELAYS OR EXTRA COSTS INCURRED IN COMPLYING WITH THESE RESTRICTIONS.

THE STATE (CITY) MAY GRANT A WAIVER OF THESE RESTRICTIONS UPON A TIMELY RECEIPT OF A REQUEST FOR SAID WAIVER FROM THE CONTRACTOR. A MINIMUM OF FIVE (5) CALENDAR DAYS FOR THE REVIEW OF THE CONTRACTOR'S REQUEST IS REQUIRED.

TRAFFIC CONTROL NOTES (CONTINUED):

11. NIGHTTIME CONSTRUCTION AND ACTIVITY AREA LIGHTING: NIGHTTIME WORK IS NOT REQUIRED/ANTICIPATED OR INCLUDED IN THIS CONTRACT. IF NIGHTTIME CONSTRUCTION IS REQUESTED BY THE CONTRACTOR, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WRITTEN CONCURRENCE TO UNDERTAKE NIGHTTIME CONSTRUCTION FROM THE CITY OF POUGHKEEPSIE. IF THE REQUEST IS CONSIDERED BY THE DEPARTMENT (CITY) TO BE IN THE BEST INTEREST OF THE STATE (CITY), FINAL APPROVAL WILL BE GRANTED BY THE ENGINEER CONTINGENT UPON RECEIPT OF CONCURRENCE OF THE CITY OF POUGHKEEPSIE, AND AN ACCEPTABLE NIGHTTIME OPERATIONS AND LIGHTING PLAN PREPARED IN ACCORDANCE WITH SECTION 619 OF THE NYS DOT STANDARD SPECIFICATIONS AND THE CITY OF POUGHKEEPSIE'S NOISE ORDINANCE. THE CONTRACTOR SHALL HAVE NO CLAIM IF NIGHTTIME CONSTRUCTION IS DISALLOWED DUE TO FAILURE TO OBTAIN THESE APPROVALS.

IF NIGHTTIME CONSTRUCTION IS APPROVED, THE CONTRACTOR SHALL PROVIDE LIGHTING IN ACCORDANCE WITH SECTIONS 619-1.19 AND 619-3.19 OF THE NYS DOT STANDARD SPECIFICATIONS AND A TRAFFIC CONTROL SUPERVISOR IN ACCORDANCE WITH SECTIONS 619-1.20 AND 619-3.20 OF THE NYS DOT STANDARD SPECIFICATIONS AT NO ADDITIONAL COST TO THE STATE (CITY). A TRAFFIC CONTROL SUPERVISOR SHALL BE PRESENT DURING ALL NIGHTTIME OPERATIONS.

PRIOR TO ANY NIGHTTIME OPERATIONS, THE CONTRACTOR SHALL CONDUCT A NIGHTTIME MOCK RUN OF THE PROPOSED LIGHTING SCHEME WHICH SHALL BE VIEWED BY THE ENGINEER FOR APPROVAL. NIGHTTIME WORK SHALL NOT BE SCHEDULED TO COMMENCE ON THIS NIGHT.

IF NIGHTTIME CONSTRUCTION IS APPROVED, TYPE "B" HIGH FLASHING WARNING LIGHTS MEETING THE REQUIREMENTS OF SECTION 729-18 OF THE NYS DOT STANDARD SPECIFICATIONS SHALL BE USED WITH CONSTRUCTION SIGNS, AND SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE STATE (CITY).

12. CHANNELIZING DEVICES: RECOMMENDED PRACTICES FOR CHANNELIZING DEVICES ARE PROVIDED IN THE MUTCD AND SECTION 619-3.02 J OF THE NYS DOT STANDARD SPECIFICATIONS.

TALL CONES, MEETING THE REQUIREMENTS OF SECTION 729-02 OF THE NYS DOT STANDARD SPECIFICATIONS, ARE NORMALLY ADEQUATE FOR WORK ZONES SET UP AND REMOVED ON A DAILY BASIS DURING DAYLIGHT HOURS. DRUMS OR OVERSIZED VERTICAL PANELS ARE PREFERRED FOR ALL OTHER WORK ZONES AND AT ANY LOCATIONS WHERE THE RISK OF INTRUSION IS HIGH, AS DETERMINED BY THE ENGINEER.

THE CONTRACTOR SHALL MAKE FREQUENT CHECKS COMMENSURATE WITH TRAFFIC CONDITIONS TO IDENTIFY AND RESET CHANNELIZING DEVICES DISLODGED BY TRAFFIC.

13. FLAGGER EQUIPMENT AND STATIONS: TO INSURE A PROPER LEVEL OF TRAFFIC SAFETY, EACH FLAGGER SHALL BE EQUIPPED WITH A TWO-WAY RADIO DEVICE. THE COST SHALL BE INCLUDED IN THE BASIC WORK ZONE TRAFFIC CONTROL ITEM.

ALL FLAGGER STATIONS SHALL BE ENHANCED WITH ADDITIONAL CONES AND A FLAG TREE AS SHOWN ON THE WORK ZONE TRAFFIC CONTROL (619 SERIES) NYS DOT STANDARD SHEETS AND AS DIRECTED BY THE ENGINEER. THE FLAG TREES SHALL MEET THE REQUIREMENTS OF SECTION 6F.62 OF THE MUTCD EXCEPT THAT A MINIMUM OF THREE (3) FLAGS ARE REQUIRED. THIS SETUP SHALL BE USED FOR ALL FLAGGER STATIONS EXCEPT THOSE THAT ARE CONSTANTLY MOVING. ALL COSTS ASSOCIATED WITH THESE REQUIREMENTS SHALL BE INCLUDED UNDER THE BASIC WORK ZONE TRAFFIC CONTROL ITEM.

FLAGGER SIGNS ARE TO BE USED ONLY WHEN A FLAGGER IS ACTUALLY PRESENT AND VISIBLE TO THE MOTORIST. FLAGGER SIGNS SHALL BE COVERED OR REMOVED AT ALL OTHER TIMES.

14. PEDESTRIAN ACCESS: PEDESTRIAN TRAFFIC THROUGH THE WORK ZONE MUST BE MAINTAINED THROUGHOUT CONSTRUCTION. A MIN. 5 FOOT WIDE PEDESTRIAN ACCESS THAT IS SPERATED FROM THE CONSTRUCTION WORK ZONE WITH A FENCE SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT CONSTRUCTION. COST TO BE INCLUDED IN ITEM 619.01.

WHERE EXCAVATIONS OR OTHER WORK OCCUR IN OR NEAR SIDEWALKS OR OTHER PEDESTRIAN WAYS, THE CONTRACTOR SHALL PROVIDE A SAFE AND ORDERLY PEDESTRIAN PASSAGE AROUND THE ACTIVITY AREA. THE PEDESTRIAN PASSAGE SHALL NOT SUBJECT PEDESTRIANS TO HAZARDS FROM TRAFFIC OR CONSTRUCTION OPERATIONS NOR CAUSE THE PEDESTRIANS TO WALK UPON UNSUITABLE OR HAZARDOUS SURFACES.

AT THE END OF EACH WORK DAY, ALL EXCAVATED MATERIAL SHALL BE TAKEN FROM THE SITE TO A LOCATION APPROVED BY THE ENGINEER AND ALL CONSTRUCTION EQUIPMENT, MATERIALS, AND OTHER OBSTRUCTIONS SHALL BE REMOVED FROM SIDEWALKS OR PEDESTRIAN WAYS THAT ARE OPEN TO TRAFFIC. CONSTRUCTION MATERIALS, VEHICLES, EQUIPMENT, DEBRIS, TEMPORARY SIGN SUPPORTS OR OTHER MATERIALS SHALL NOT BE PLACED OR STORED ON OPEN SIDEWALKS OR WALKWAYS UNLESS EXPRESSLY SHOWN IN THE CONTRACT DOCUMENTS OR APPROVED BY THE ENGINEER.

UPON COMPLETION OF THE WORK AT EACH LOCATION, THE CONTRACTOR SHALL REMOVE ALL REMAINING MATERIAL AND EQUIPMENT AND SHALL LEAVE THE AFFECTED AREA(S) IN A NEAT CONDITION.

15. ALL SIGN LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MUST CONFORM TO THE CURRENT EDITION OF THE MUTCD AS WELL AS CURRENT NYS DOT STANDARD SHEETS. THE SIGNING SHOWN IS MINIMUM ONLY. ADDITIONAL SIGNING MAY BE REQUIRED TO MEET TRAFFIC AND/OR FIELD CONDITIONS.

16. A MINIMUM LANE WIDTH OF 11' MUST BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE NOTED.

17. ALL INTERIM AND TEMPORARY STRIPING IS TO BE 4" UNLESS OTHERWISE NOTED.

DRAFTING

CHECK

DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR OR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



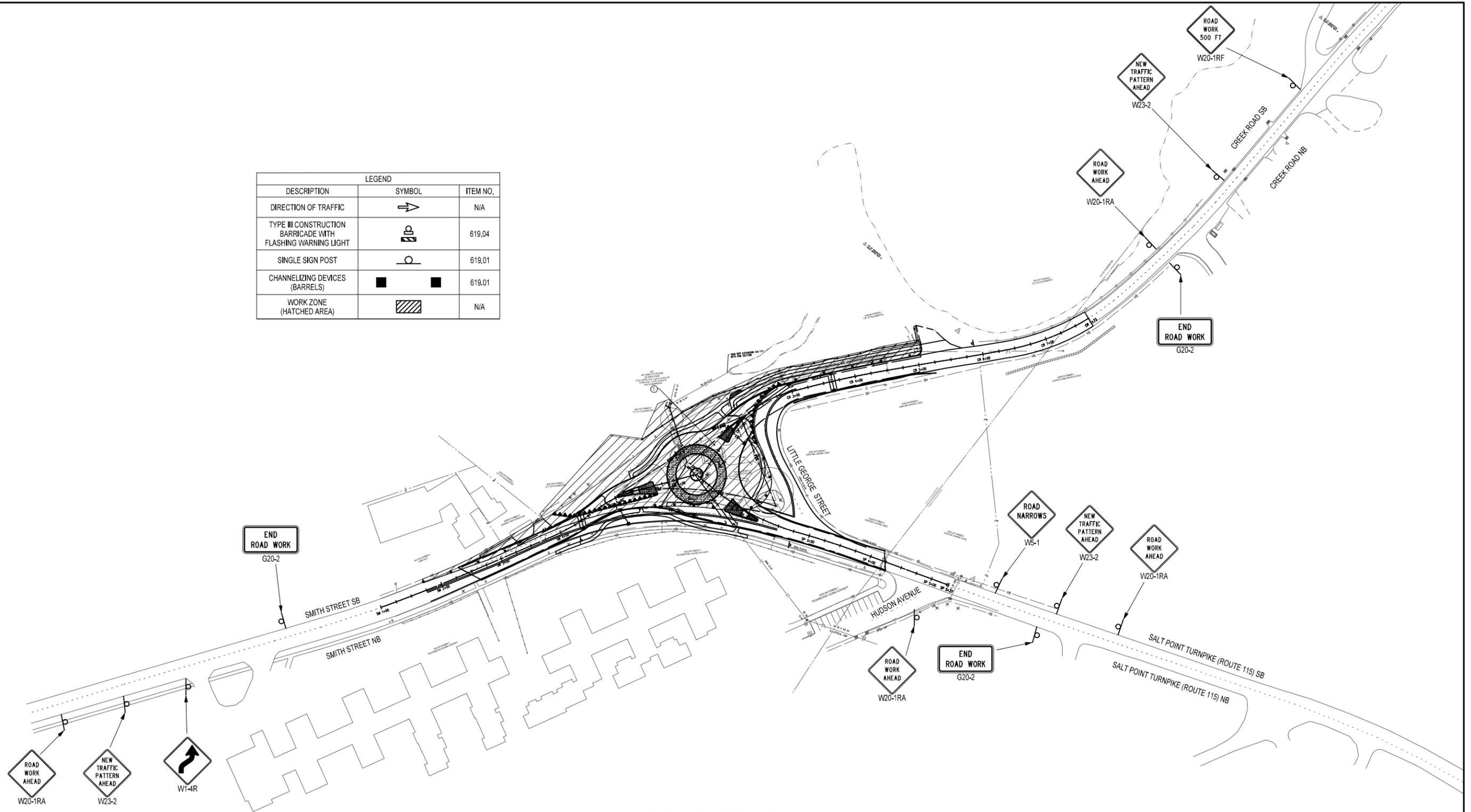
PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
PIN: 8757.82	TITLE: TRAFFIC CONTROL NOTES
SCALE: AS SHOWN	DRAWING: MPT-1
DATE: JULY 2016	SHEET: 11 of 53

DRAFTING

CHECK

DESIGN

LEGEND		
DESCRIPTION	SYMBOL	ITEM NO.
DIRECTION OF TRAFFIC		N/A
TYPE III CONSTRUCTION BARRICADE WITH FLASHING WARNING LIGHT		619.04
SINGLE SIGN POST		619.01
CHANNELIZING DEVICES (BARRELS)		619.01
WORK ZONE (HATCHED AREA)		N/A



PHASE 1 OVERVIEW

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	TRAFFIC CONTROL PLANS
SCALE:	AS SHOWN	DRAWING:	MPT-2
DATE:	JULY 2016	SHEET:	12 of 53

PHASE 1
WORK TO BE PERFORMED/ACCOMPLISHED:

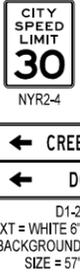
1. REMOVE EXISTING SIGNS WITHIN THE WORK ZONE THAT ARE IN CONFLICT WITH PROPOSED CONSTRUCTION SIGNS UNDER ITEM 647.61.
2. INSTALL ADVANCE WARNING SIGNS ON ALL APPROACHES AS SHOWN UNDER ITEM 619.01.
3. REMOVE EXISTING CURB AND SIDEWALK UNDER ITEM 203.02. INSTALL 6" OF SUBBASE COURSE ITEM 304.11—08 AND 4" OF BINDER COURSE ITEM 402.258902 IN LOCATION "A" AS SHOWN ON THIS PLAN TO CREATE TEMPORARY "T" INTERSECTION. TIE INTO EXISTING PAVEMENT ON LITTLE GEORGE STREET AND SALT POINT.
4. REMOVE EXISTING STRIPING WITHIN THE WORK ZONE THAT IS IN CONFLICT WITH PROPOSED INTERIM STRIPING UNDER ITEM 619.080101.
5. INSTALL INTERIM STRIPING WITHIN THE WORK ZONE AS SHOWN UNDER ITEM 619.100101.
6. CLOSE CREEK ROAD AT SMITH STREET AND LITTLE GEORGE STREET TO CREATE A "T" INTERSECTION AND INSTALL TYPE III CONSTRUCTION BARRICADES WITH FLASHING WARNING LIGHTS AT BOTH LOCATIONS AS SHOWN UNDER ITEM 619.04.
7. BUILDING DEMO. ITEM 202.01—01. SEE SHEET BUILDING DEMO PLAN SHEET DEMO-1.
8. REMOVE EXISTING CURB AND SIDEWALK WITHIN WORK ZONE UNDER ITEM 203.02.
9. REMOVE AND DISPOSE OF PORTION OF CHAIN LINK FENCE AT LOCATION "B" TO FACILITATE THE INSTALLATION OF NEW DRAINAGE UNDER ITEM 607.96—08.
10. INSTALL PROPOSED DRAINAGE WITHIN THE WORK ZONE. NOTE: PROPOSED DRAINAGE OUTSIDE THE WORK ZONE MAY BE INSTALLED UNDER TEMPORARY LANE CLOSURES AS APPROVED BY THE ENGINEER.
11. CONSTRUCT CENTRAL ISLAND, CREEK ROAD, AND SMITH STREET ISLANDS.
12. CONSTRUCT CURB AROUND ISLANDS AND OTHER LOCATIONS WITHIN WORK ZONE.
13. INSTALL PROPOSED PAVEMENT WITHIN WORK ZONE AROUND CENTRAL ISLAND AND TIE INTO THE EXISTING PAVEMENT.
14. CONSTRUCT NEW SIDEWALKS WITHIN THE WORK ZONE.
15. THE SUPPORT POLE #193809 LOCATED IN THE CENTRAL ISLAND REMOVED BY OTHERS.

WORK TO BE PERFORMED/ACCOMPLISHED CONTINUED:

16. ALL PERMANENT SIGNS WITHIN THE WORK ZONE SHOULD BE INSTALLED UNDER ITEMS 645.5102, 645.5202, AND 645.81 WITH THE EXCEPTION OF:
 - W11-2L & W16-7p L (ALL)
 - R4-7 & OM1-3 (SALT POINT SPLITTER ISLAND)
 - CYCLISTS DISMOUNT (BIKE PATH ON CREEK ROAD)
 - W2-6 & W16-15P (ALL)
 - W2-6 & W16-2aP (ALL - ON CREEK ROAD)
 - NYM3-2 & M6-1R (SALT POINT SPLITTER ISLAND)
17. THE ROUNDABOUT IS TO BE TEMPORARILY AND/OR PERMANENTLY STRIPED AT THE END OF PHASE 1 ACCORDING TO THE SIGNING AND STRIPING PLAN UNDER ITEMS 619.100101 AND 619.100201 OR 685.11, 685.12, AND 685.14 WHERE REQUIRED BASED ON SITE CONDITIONS.

LOCATION "B"
CHAIN LINK FENCE IS TO BE REMOVED TO FACILITATE
THE INSTALLATION OF NEW DRAINAGE UNDER ITEM 607.96—08.

ITEM 619.04 - TYPE III CONSTRUCTION BARRICADES
WITH WARNING LIGHTS SPACED AT 2'.
ITEM 619.01 - MOUNT ROAD CLOSED & LEFT ARROW
SIGNS ON BARRICADE.



ITEM 619.01 - CHANNELIZING DEVICES (BARRELS) WITH
FLASHING WARNING LIGHTS SPACED AT 40' BETWEEN:
STA SM 1+75+/- LT TO SM 3+25+/- LT AND
STA SM 5+80+/- TO STA SP 2+05+/- RT.

ITEM 619.01 - CHANNELIZING DEVICES
(BARRELS) WITH FLASHING WARNING
LIGHTS SPACED AT 10' AROUND CURVE
ON LITTLE GEORGE STREET.

LOCATION "A"
ITEM 647.61 - REMOVE & DISPOSE EXISTING SIGNS.
INSTALL TEMPORARY TRAVEL LANE:
REMOVE EXISTING CURB AND SIDEWALK AS REQUIRED UNDER
ITEM 203.02 - UNCLASSIFIED EXCAVATION & DISPOSAL.
6" ITEM 304.11—08 - SUBBASE COURSE (MODIFIED).
4" ITEM 402.258902 - 25mm F9 BINDER COURSE HMA, 80 SERIES COMPACTION.

ITEM 619.100101 - INSTALL INTERIM STOP BAR AS SHOWN.
ITEM 619.080101 - REMOVE EXISTING YELLOW SOLID DOUBLE LINE WHERE REQUIRED.
ITEM 619.100101 - INSTALL INTERIM YELLOW SOLID DOUBLE LINES AS SHOWN.
END TEMPORARY YELLOW SOLID DOUBLE LINE AT STA SP 2+50+/- RT.

TIE INTO EXISTING WHITE SOLID
EDGE LINE AT STA SP 3+73+/- LT.

PHASE 1 PLAN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



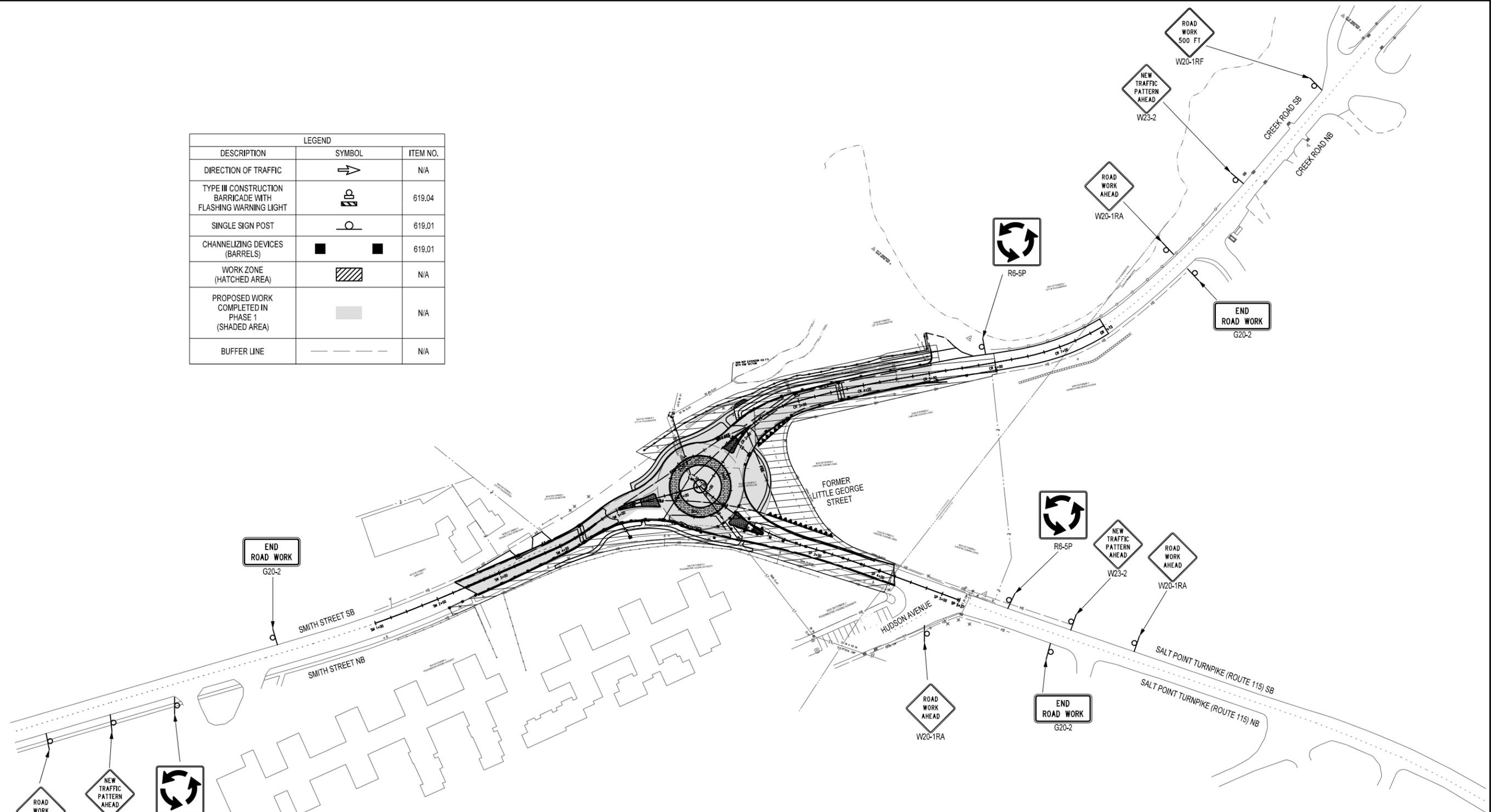
PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: TRAFFIC CONTROL PLANS
SCALE: AS SHOWN	DRAWING: MPT-3
DATE: JULY 2016	SHEET: 13 of 53

DRAFTING

CHECK

DESIGN

LEGEND		
DESCRIPTION	SYMBOL	ITEM NO.
DIRECTION OF TRAFFIC		N/A
TYPE III CONSTRUCTION BARRICADE WITH FLASHING WARNING LIGHT		619.04
SINGLE SIGN POST		619.01
CHANNELIZING DEVICES (BARRELS)		619.01
WORK ZONE (HATCHED AREA)		N/A
PROPOSED WORK COMPLETED IN PHASE 1 (SHADED AREA)		N/A
BUFFER LINE		N/A



PHASE 2 OVERVIEW

DRAFTING
CHECK
DESIGN

AS BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

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HVEA
ENGINEERS
BEACON, NEW YORK 12508
(845) 838-3600
www.hveapc.com

CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	TRAFFIC CONTROL PLANS
SCALE:	AS SHOWN	DRAWING:	MPT-4
DATE:	JULY 2016	SHEET:	14 of 53

PHASE 2

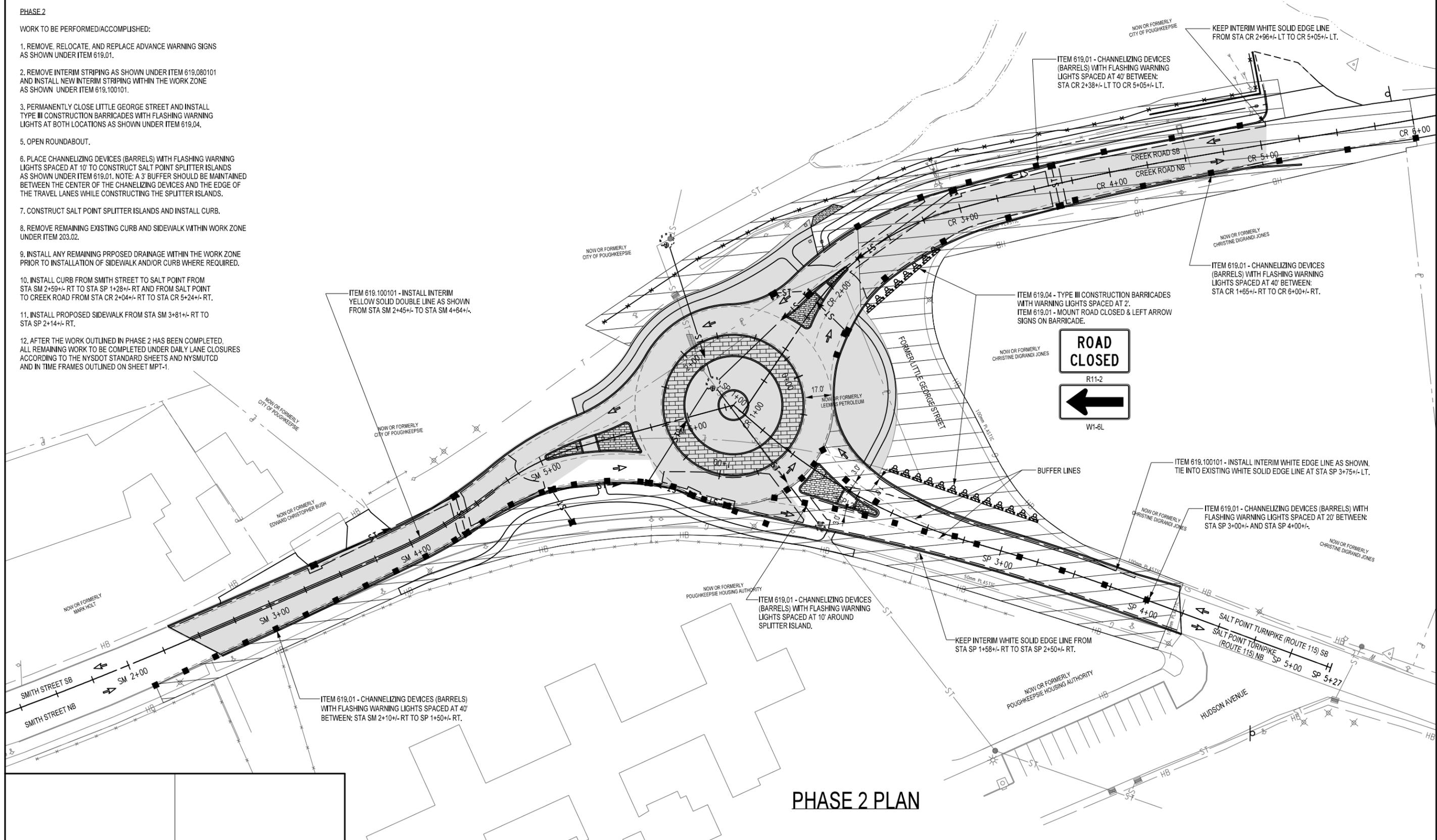
WORK TO BE PERFORMED/ACCOMPLISHED:

1. REMOVE, RELOCATE, AND REPLACE ADVANCE WARNING SIGNS AS SHOWN UNDER ITEM 619.01.
2. REMOVE INTERIM STRIPING AS SHOWN UNDER ITEM 619.080101 AND INSTALL NEW INTERIM STRIPING WITHIN THE WORK ZONE AS SHOWN UNDER ITEM 619.100101.
3. PERMANENTLY CLOSE LITTLE GEORGE STREET AND INSTALL TYPE III CONSTRUCTION BARRICADES WITH FLASHING WARNING LIGHTS AT BOTH LOCATIONS AS SHOWN UNDER ITEM 619.04.
5. OPEN ROUNDABOUT.
6. PLACE CHANNELIZING DEVICES (BARRELS) WITH FLASHING WARNING LIGHTS SPACED AT 10' TO CONSTRUCT SALT POINT SPLITTER ISLANDS AS SHOWN UNDER ITEM 619.01. NOTE: A 3' BUFFER SHOULD BE MAINTAINED BETWEEN THE CENTER OF THE CHANNELIZING DEVICES AND THE EDGE OF THE TRAVEL LANES WHILE CONSTRUCTING THE SPLITTER ISLANDS.
7. CONSTRUCT SALT POINT SPLITTER ISLANDS AND INSTALL CURB.
8. REMOVE REMAINING EXISTING CURB AND SIDEWALK WITHIN WORK ZONE UNDER ITEM 203.02.
9. INSTALL ANY REMAINING PROPOSED DRAINAGE WITHIN THE WORK ZONE PRIOR TO INSTALLATION OF SIDEWALK AND/OR CURB WHERE REQUIRED.
10. INSTALL CURB FROM SMITH STREET TO SALT POINT FROM STA SM 2+59+/- RT TO STA SP 1+28+/- RT AND FROM SALT POINT TO CREEK ROAD FROM STA CR 2+04+/- RT TO STA CR 5+24+/- RT.
11. INSTALL PROPOSED SIDEWALK FROM STA SM 3+81+/- RT TO STA SP 2+14+/- RT.
12. AFTER THE WORK OUTLINED IN PHASE 2 HAS BEEN COMPLETED, ALL REMAINING WORK TO BE COMPLETED UNDER DAILY LANE CLOSURES ACCORDING TO THE NYS DOT STANDARD SHEETS AND NYS MUTCD AND IN TIME FRAMES OUTLINED ON SHEET MPT-1.

ITEM 619.100101 - INSTALL INTERIM YELLOW SOLID DOUBLE LINE AS SHOWN FROM STA SM 2+45+/- TO STA SM 4+64+/-.



PHASE 2 PLAN



ITEM 619.01 - CHANNELIZING DEVICES (BARRELS) WITH FLASHING WARNING LIGHTS SPACED AT 40' BETWEEN: STA SM 2+10+/- RT TO SP 1+50+/- RT.

ITEM 619.01 - CHANNELIZING DEVICES (BARRELS) WITH FLASHING WARNING LIGHTS SPACED AT 10' AROUND SPLITTER ISLAND.

ITEM 619.100101 - INSTALL INTERIM WHITE EDGE LINE AS SHOWN. TIE INTO EXISTING WHITE SOLID EDGE LINE AT STA SP 3+75+/- LT.

ITEM 619.01 - CHANNELIZING DEVICES (BARRELS) WITH FLASHING WARNING LIGHTS SPACED AT 20' BETWEEN: STA SP 3+00+/- AND STA SP 4+00+/-.

KEEP INTERIM WHITE SOLID EDGE LINE FROM STA SP 1+58+/- RT TO STA SP 2+50+/- RT.

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CITY OF POUGHKEEPSIE
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POUGHKEEPSIE, NY 12601

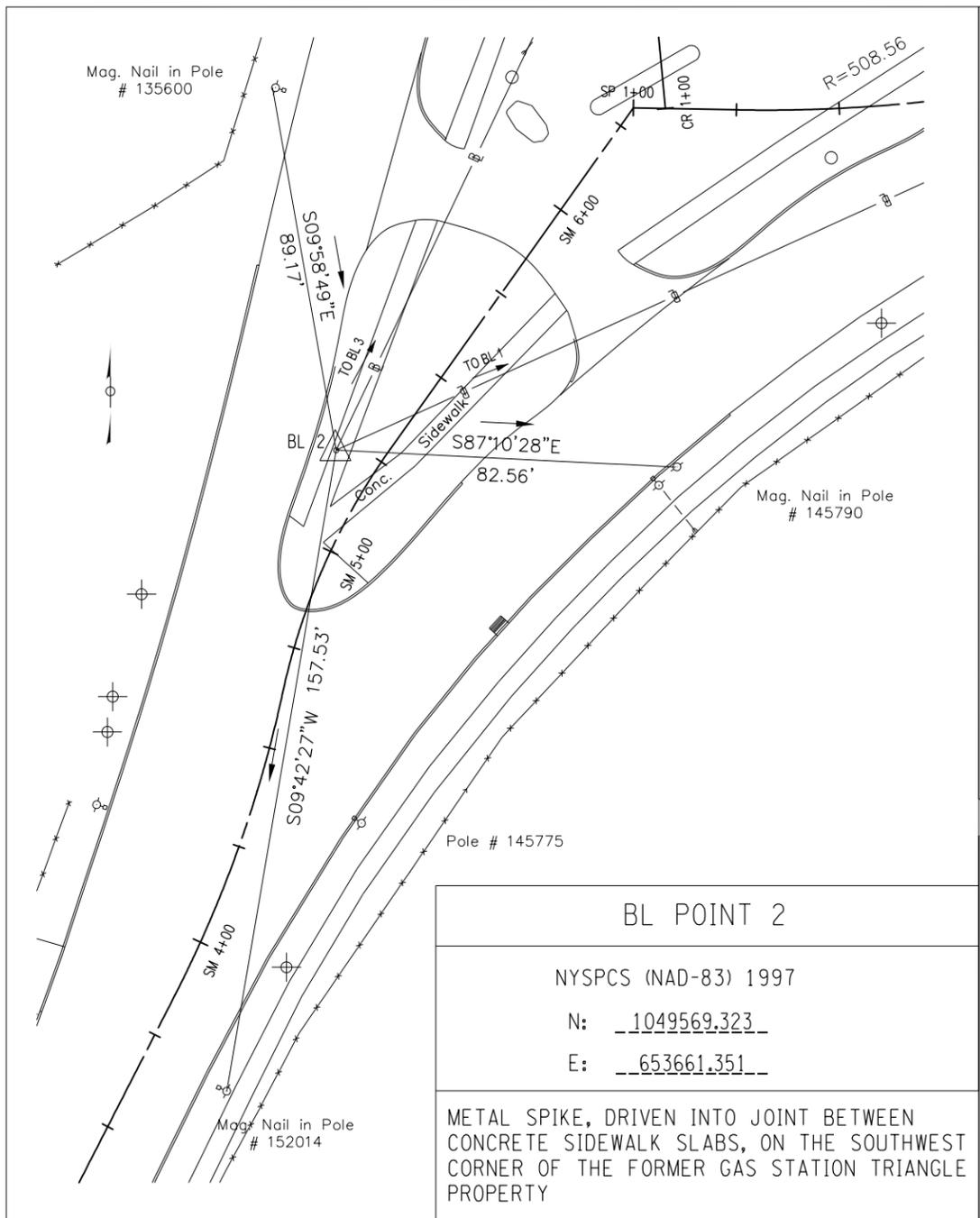
PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: TRAFFIC CONTROL PLANS
SCALE: AS SHOWN	DRAWING: MPT-5
DATE: JULY 2016	SHEET: 15 of 53

DRAFTING
CHECK
DESIGN

DRAFTING

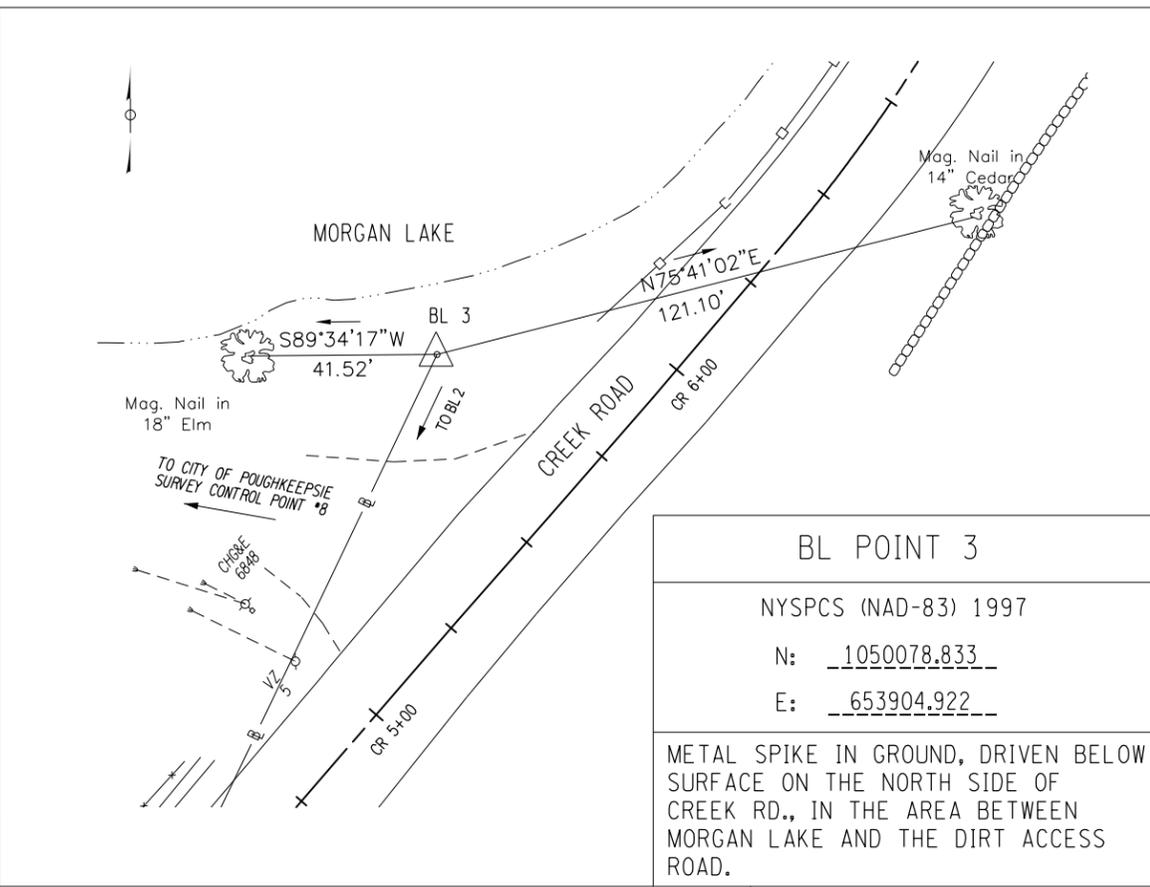
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DESIGN



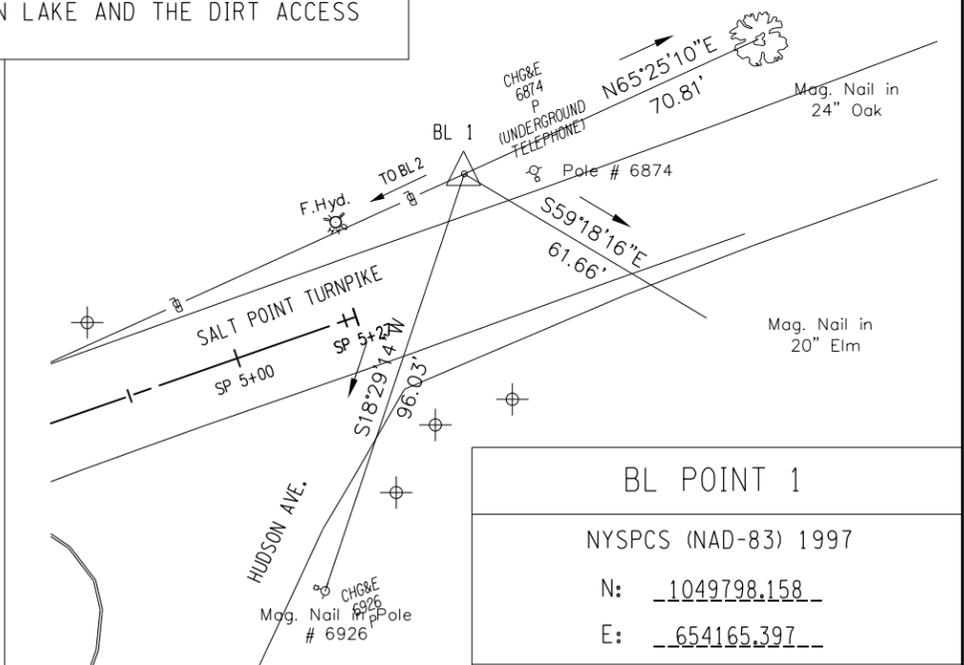
BL POINT 2	
NYSPCS (NAD-83) 1997	
N:	<u>1049569.323</u>
E:	<u>653661.351</u>
METAL SPIKE, DRIVEN INTO JOINT BETWEEN CONCRETE SIDEWALK SLABS, ON THE SOUTHWEST CORNER OF THE FORMER GAS STATION TRIANGLE PROPERTY	

NOTE:
 NYSPCS (NAD-83) 1997 IN U.S. SURVEY FEET WAS ESTABLISHED USING CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT CONTROL SURVEY DATA:
 STATION ID# 8
 STATION ID# 9



BL POINT 3	
NYSPCS (NAD-83) 1997	
N:	<u>1050078.833</u>
E:	<u>653904.922</u>
METAL SPIKE IN GROUND, DRIVEN BELOW SURFACE ON THE NORTH SIDE OF CREEK RD., IN THE AREA BETWEEN MORGAN LAKE AND THE DIRT ACCESS ROAD.	

CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT CONTROL SURVEY DATA: STATION ID #8	
NYSPCS (NAD-83) 1997	
N:	<u>1050091.052</u>
E:	<u>653709.167</u>
NYSPCS (NAD-83) 1997	
ELEVATION:	<u>213.02</u>



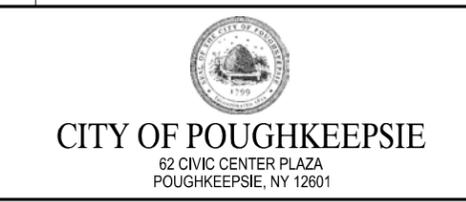
BL POINT 1	
NYSPCS (NAD-83) 1997	
N:	<u>1049798.158</u>
E:	<u>654165.397</u>

METAL SPIKE IN GROUND, DRIVEN BELOW SURFACE ON THE NORTH SIDE OF SALT POINT TURNPIKE

NOTE:
 SURVEY CONTROL POINTS ELEVATIONS / COORDINATES SHALL BE VERIFIED PRIOR TO START OF WORK

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	BASELINE TIES AND BM
SCALE:	AS SHOWN	DRAWING:	BLT-1
DATE:	JULY 2016	SHEET:	16 of 53

UTILITY RELOCATION BY OTHERS					
STATION	OFFSET	POLE #	DIRECT CONFLICT WITH CONSTRUCTION		REASON FOR RELOCATION
			YES	NO	
CR 1+25	25 FT LT.	193809	X		CONFLICT WITH ROUNDABOUT
CR 5+00	21 FT LT.	VZ 5	X		CONFLICT WITH PATH
CR 4+50	19 FT LT.		X		CONFLICT WITH PATH (SPlice BOX TOP TO BE ADJUSTED)
CR 3+00	32 FT LT.	78782	X		CONFLICT WITH PATH

TABLE OF MAINTENANCE JURISDICTION				
HIGHWAY	LIMITS	FEATURES TO BE MAINTAINED	AGENCY	HIGHWAY LAW
CREEK RD.	PROJECT WORK LIMITS WITHIN CITY OF POUGHKEEPSIE LIMITS	ALL ROADWAY FEATURES, DECORATIVE ASPHALT PATH LIGHTS, ASPHALT PATH TO MORGAN LAKE, SIDEWALKS.	CITY OF POUGHKEEPSIE	NYS HIGHWAY LAW SECTION 140
CREEK RD.	PROJECT WORK LIMITS WITHIN TOWN OF POUGHKEEPSIE LIMITS	ALL MAINLINE ROADWAY FEATURES	TOWN OF POUGHKEEPSIE	NYS HIGHWAY LAW SECTION 140
SMITH ST.	PROJECT WORK LIMITS WITHIN CITY OF POUGHKEEPSIE LIMITS	ALL ROADWAY FEATURES, DECORATIVE ASPHALT PATH LIGHTS, ASPHALT PATH TO MORGAN LAKE, SIDEWALKS.	CITY OF POUGHKEEPSIE	NYS HIGHWAY LAW SECTION 140
SMITH ST./SALT POINT TURNPIKE	PROJECT WORK LIMITS WITHIN TOWN OF POUGHKEEPSIE LIMITS	ALL MAINLINE ROADWAY FEATURES	TOWN OF POUGHKEEPSIE	NYS HIGHWAY LAW SECTION 140
ROUNDABOUT	CENTRAL ISLAND, CIRCULATING ROADWAY, SPLITTER ISLANDS, AND SIDEWALKS	ALL MAINLINE ROADWAY FEATURES AND DRAINAGE	CITY OF POUGHKEEPSIE	NYS HIGHWAY LAW SECTION 140

PIN# 8757.82 D# ADA Reporting Table - Curb Ramps							
Curb Ramps							
Location				Ramp Type	New or Replacement	Notes	Built to Standards (Yes or No - if No note nonstandard feature)
Roadway	Station	Side	Coordinates				
SMITH ST.	SM 5+33	LT	41° 42' 47.289" N 73° 54' 29.9736" W	TYPE 10	NEW		
SMITH ST.	SM 5+34	RT	41° 42' 47.1054" N 73° 54' 29.34" W	TYPE 10	NEW		
SALT POINT TPKE.	SP 1+96	RT	41° 42' 47.9412" N 73° 54' 27.216" W	TYPE 10	NEW		
SALT POINT TPKE.	SP 1+96	LT	41° 42' 48.4338" N 73° 54' 27.4926" W	TYPE 1	NEW		
CREEK RD.	CR 1+95	RT	41° 42' 48.996" N 73° 54' 28.5222" W	TYPE 1	NEW		
CREEK RD.	CR 1+96	LT	41° 42' 49.2" N 73° 54' 29.2" W	TYPE 11	NEW		
CREEK RD.	CR 5+02	LT	41° 42' 51.6" N 73° 54' 27.1" W	TYPE 1	NEW	(NO DETECTABLE WARNING UNIT REQUIRED)	
Coordinates shall be Northing and Westing as used on Google Earth.							
EIC:							
Signature _____				date _____			

TABLE OF DRIVEWAYS					
CENTERLINE STATION	SIDE	COMMENTS	AVE. WIDTH (FT)	EXISTING MATERIAL ASP/GRV/GRS	TYPE
SM 3+02+/-	LT	BUSH AUTO BODY SHOP (250 SMITH ST.) DRIVEWAY 1	60	ASPHALT	MIN. COM.
SM 3+76+/-	LT	BUSH AUTO BODY SHOP (250 SMITH ST.) DRIVEWAY 2	25	ASPHALT	MIN. COM.
CR 5+39+/-	LT	MORGAN LAKE DRIVEWAY	45	GRAVEL	MIN. COM.

NOTES:
1. CONSTRUCT PER NYSDOT STANDARD SHEETS UNLESS OTHERWISE NOTED. COST TO BE PAID FOR UNDER APPROPRIATE ITEMS AS PER STANDARD SHEET.
2. SEE NOTES ON GENERAL PLANS ABOUT CONSTRUCTION OF DRIVEWAYS.

DRAFTING

CHECK

DESIGN

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
PIN:	8757.82	TITLE:	MISCELLANEOUS TABLES
SCALE:	AS SHOWN	DRAWING:	MT-1
DATE:	JULY 2016	SHEET:	17 of 53

ITEM 608.020102 (TON)								
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS								
STATION	STATION	SIDE	COMMENTS	AVE. LENGTH (FT)	AVE. WIDTH (FT)	DEPTH (IN) (WITH 0.25 IN TOLERANCE ADDED)	CY	TONS
CR 2+12.70	CR 5+08.24	LT	BIKE PATH ON CREEK RD.	316.82	10.00	4.25	41.56	84.16
SM 2+70.47	SM 3+33.40	LT	BUSH AUTO BODY SHOP DRIVEWAY 1 (250 SMITH ST.)	8.19	60.33	4.25	6.48	13.13
SM 3+59.59	SM 3+92.27	LT	BUSH AUTO BODY SHOP DRIVEWAY 2 (250 SMITH ST.)	17.35	24.94	4.25	5.68	11.49
CR 5+08.40	CR 5+46.05	LT	MORGAN LAKE DRIVEWAY AREA 1	16.01	37.94	4.25	7.97	16.13
CR 5+46.05	CR 5+69.39	LT	MORGAN LAKE DRIVEWAY AREA 2	8.20	23.28	4.25	2.50	5.07
TOTAL:								129.99

ITEM 608.0101 (CY)							
CONCRETE SIDEWALKS AND DRIVEWAYS							
STATION	STATION	SIDE	COMMENTS	LENGTH (FT)	WIDTH (FT)	DEPTH (IN)	QTY. (CY)
SM 3+81	SP 2+14	RT	SMITH ST. TO SALT POINT	337.22	5.00	4.00	20.82
SM 5+33	CR 2+16	LT	SMITH ST. TO CREEK RD.	217.53	5.00	4.00	13.43
SP 1+96 LT	CR 1+95 RT	LT/RT	SALT POINT TO CREEK RD.	104.73	5.00	4.00	6.46
TOTAL:							40.71

ITEM 607.0522 (LF)				
VINYL COATED STEEL CHAIN-LINK FENCING ON PLASTIC FRAME WITH TOP TENSION WIRE, 6 FEET HIGH				
STATION	STATION	SIDE	COMMENTS	LENGTH
SM 5+62	CR 5+03	LT	BIKE PATH FROM SMITH ST. TO CREEK RD./MORGAN LAKE	456.22
	CR 5+03	LT	MORGAN LAKE DRIVEWAY	26.51
TOTAL:				482.73

ITEM 608.0102--05 (CY)						
COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK - RUNNING BOND, BRICK RED						
STATION	STATION	SIDE	COMMENTS	AREA (SQFT)	DEPTH (FT)	QTY. (CY)
0+00	2+84	CL	TRUCK APRON	3,165.15	0.33	39.07
SM 5+04	SM 5+28	CL	SMITH ST. SPLITTER ISLAND 1	114.90	0.33	1.42
SM 5+39	SM 5+64	CL	SMITH ST. SPLITTER ISLAND 2	344.65	0.33	4.25
SP 2+02	SP 2+16	CL	SALT POINT SPLITTER ISLAND 1	53.47	0.33	0.66
SP 1+66	SP 1+90	CL	SALT POINT SPLITTER ISLAND 2	367.02	0.33	4.53
CR 2+01	CR 2+16	CL	CREEK RD. SPLITTER ISLAND 1	40.07	0.33	0.49
CR 1+68	CR 1+90	CL	CREEK RD. SPLITTER ISLAND 2	234.16	0.33	2.89
CR 2+18	CR 2+38	LT	SHARED-USE PATH	100.10	0.50	1.85
TOTAL:						55.17

ITEM 607.96---08 (LF)				
REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE				
STATION	STATION	SIDE	COMMENTS	LENGTH
SM 5+62	CR 4+65	LT	BIKE PATH FROM SMITH ST. TO CREEK RD.	420.00
TOTAL:				420.00

ITEM 608.21 (SY)						
EMBEDDED DETECTABLE WARNING UNITS						
STATION	COMMENTS	SIDE	LENGTH (FT)	WIDTH (FT)	(SF)	(SY)
SM 5+33+/-	SMITH ST. SPLITTER ISLAND	CL	10.00	2.00	20.00	2.22
			10.00	2.00	20.00	2.22
SP 1+96+/-	SALT POINT SPLITTER ISLAND	CL	10.00	2.00	20.00	2.22
			10.00	2.00	20.00	2.22
CR 1+96+/-	CREEK RD. SPLITTER ISLAND	CL	10.00	2.00	20.00	2.22
			10.00	2.00	20.00	2.22
SM 5+33+/-	SMITH ST. SIDEWALK RAMP	LT	5.00	2.00	10.00	1.11
SM 5+34+/-	SMITH ST. SIDEWALK RAMP	RT	5.00	2.00	10.00	1.11
SP 1+96+/-	SALT POINT SIDEWALK RAMP	LT	5.00	2.00	10.00	1.11
SP 1+96+/-	SALT POINT SIDEWALK RAMP	RT	5.00	2.00	10.00	1.11
CR 1+95+/-	CREEK RD. SIDEWALK RAMP	RT	5.00	2.00	10.00	1.11
CR 1+96+/-	CREEK RD. SIDEWALK RAMP	LT	5.00	2.00	10.00	1.11
TOTAL:						20.00

COLOR: YELLOW

ITEM 609.0403 (LF)				
CIP CONCRETE CURB TYPE M150				
STATION	STATION	COMMENTS	SIDE	LENGTH
SM 5+03	SM 5+28	SMITH ST. SPLITTER ISLAND 1	CL	56.18
SM 5+38	SM 5+65	SMITH ST. SPLITTER ISLAND 2	CL	79.03
SM 5+28	SM 5+38	SMITH ST. BETWEEN SPLITTER ISLANDS	CL	20.36
CR 2+01	CR 2+17	CREEK ROAD SPLITTER ISLAND 1	CL	34.06
CR 1+68	CR 1+91	CREEK ROAD SPLITTER ISLAND 2	CL	65.79
CR 1+91	CR 2+01	CREEK RD. BETWEEN SPLITTER ISLANDS	CL	20.32
SP 2+01	SP 2+17	SALT POINT SPLITTER ISLAND 1	CL	36.24
SP 1+67	SP 1+91	SALT POINT SPLITTER ISLAND 2	CL	78.92
SP 1+91	SP 2+01	SALT POINT BETWEEN SPLITTER ISLANDS	CL	20.54
0+00	1+98	CENTRAL ISLAND	CL	197.92
0+00	2+84	TRUCK APRON	CL	284.31
TOTAL:				893.67

ITEM 609.0401 (LF)				
CIP CONCRETE CURB TYPE VF150				
STATION	STATION	COMMENTS	SIDE	LENGTH
SM 2+58.68 RT	SP 4+28.84 RT	ALONG SHOULDER FROM SMITH STREET TO SALT POINT TURNPIKE	RT	663.45
SM 2+33.61 LT	CR 5+08.48 LT	ALONG SHOULDER FROM SMITH STREET TO CREEK ROAD	LT	818.29
SP 4+17.64 LT	CR 5+23.84 RT	ALONG SHOULDER FROM SALT POINT TURNPIKE TO CREEK ROAD	LT/RT	639.48
		20 FT DIA IN CENTER OF ROUNDABOUT CENTRAL ISLAND		62.80
TOTAL:				2,184.02

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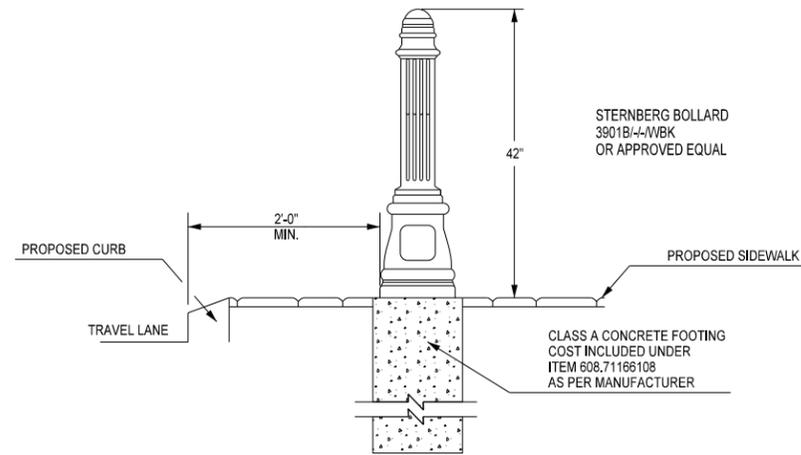
DESIGN

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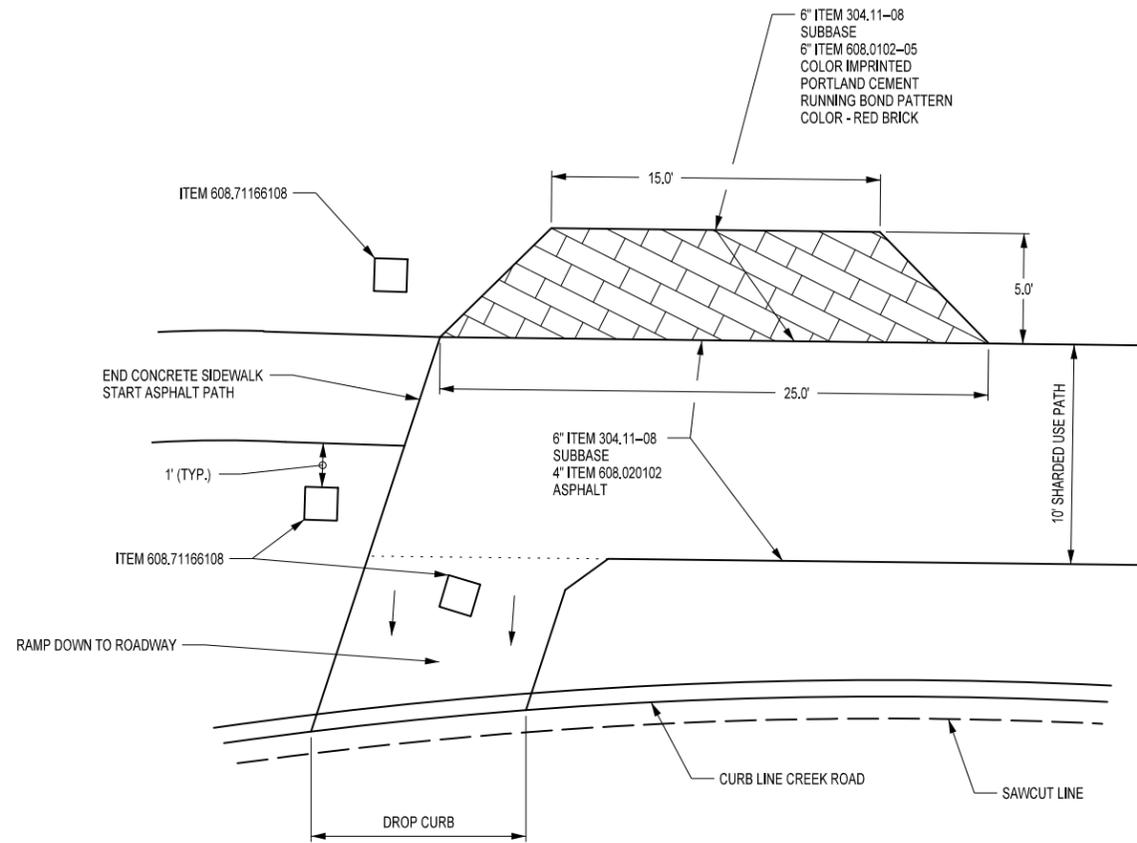


PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
PIN:	8757.82	TITLE:	MISCELLANEOUS TABLES
SCALE:	AS SHOWN	DRAWING:	MT-2
DATE:	JULY 2016	SHEET:	18 of 53



BOLLARD - FIXED SURFACE MOUNTED,
WITHOUT LIGHTING, WIDTH OVER 11 INCHES,
HEIGHT OVER 36 INCHES
ITEM 608.71166108
N.T.S.

ITEM 608.71166108 (EA)			
BOLLARD-FIXED SURFACE MOUNTED, WITHOUT LIGHTING, WIDTH OVER 11 INCHES, HEIGHT OVER 36 INCHES			
STATION	COMMENTS	SIDE	QUANTITY (EA.)
CR 2+14	BIKE PATH ON CREEK RD.	LT	1
CR 2+17	BIKE PATH ON CREEK RD.	LT	1
SM 5+25	SMITH ST. SPLITTER ISLAND 1	CL	1
SM 5+41	SMITH ST. SPLITTER ISLAND 2	CL	1
SP 2+04	SALT POINT SPLITTER ISLAND 1	CL	1
SP 1+88	SALT POINT SPLITTER ISLAND 2	CL	1
CR 2+03	CREEK ROAD SPLITTER ISLAND 1	CL	1
CR 1+88	CREEK ROAD SPLITTER ISLAND 2	CL	1
CR 2+15.8	AT SHARDED USE PATH RAMP	LT	1
CR 5+01	AT END OF SHARDED USE PATH AT MORGAN LAKE ACCESS ROAD	LT	1
TOTAL:			10



PULL OFF / DISMOUNT AREA DETAIL

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CHECK

DESIGN

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
PIN: 8757.82	TITLE: MISCELLANEOUS DETAILS
SCALE: AS SHOWN	DRAWING: MD-1
DATE: JULY 2016	SHEET: 19 of 53



FRONT VIEW



REAR VIEW



SIDE VIEW



SIDE VIEW

DESCRIPTION OF WORK/BUILDING:

1. REMOVE EXISTING SINGLE STORY 15 FT. x 30 FT. (APPROX.) CONCRETE BLOCK BUILDING CONSTRUCTED ON A SLAB.
2. ALL FOUNDATIONS FOOTINGS MUST BE REMOVED A MINIMUM OF 2 FT. BELOW FINISHED GRADE.
3. UNDERGROUND PETROLEUM STORAGE TANKS HAVE BEEN PREVIOUSLY REMOVED.
4. SEE SPILL CLOSURE REPORT #93-04074 FOR INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS TO DEMOLISH BUILDING.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVING SAND FILLED SEPTIC TANK. LOCATION IS SHOWN ON EXISTING PLAN. COST INCLUDED IN ITEM 202.010001. BACKFILL PAID UNDER ITEM 203.07.
7. ALL SURROUNDING RAISED CURB ISLANDS, SIDEWALKS, AND PAVEMENT AREAS WILL BE REMOVED UNDER ITEM 203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL.
8. SEE DWG. ENVN-1 FOR ASBESTOS REMOVAL NOTES AND COMPLIANCE AIR MONITORING NOTE.

DISPOSAL OF BUILDING
ITEM 202.010001

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

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CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: BUILDING DEMO PLAN
SCALE: AS SHOWN	DRAWING: DEMO-1
DATE: JULY 2016	SHEET: 21 of 53

DRAFTING

CHECK

DESIGN

ASBESTOS REMOVAL SUPPLEMENTAL REQUIREMENTS

THIS SPECIAL NOTE APPLIES SPECIFICALLY TO THE FOLLOWING PAYMENT ITEMS:

- ITEM 210.1002 - REMOVAL AND DISPOSAL OF ROOFING ACM, SQUARE FOOT
- ITEM 210.1302 - REMOVAL AND DISPOSAL OF FLOORING/MASTIC ACM, SQUARE FOOT
- ITEM 210.1402 - REMOVAL AND DISPOSAL OF CEILING ACM, SQUARE FOOT

ALL REQUIREMENTS OF THIS SPECIAL NOTE HEREBY MADE PART OF THE REQUIREMENTS OF THE REFERENCED PAYMENT ITEMS. ALL CONTRACTOR COSTS ASSOCIATED WITH THESE REQUIREMENTS WILL BE INCLUDED IN THE PRICE BID FOR THE PAY ITEMS.

1. GENERAL CERTIFICATION AND LICENSING REQUIREMENTS

THE CONTRACTOR SHALL NOTE THAT THE PROJECT INVOLVES ASBESTOS REMOVAL. THE CONTRACTOR PERFORMING THE ASBESTOS REMOVAL SHALL BE A LICENSED NEW YORK STATE ASBESTOS ABATEMENT CONTRACTOR. ALL PERSONS INVOLVED IN PERFORMING THE ASBESTOS ABATEMENT WORK SHALL BE PROPERLY AND APPROPRIATELY CERTIFIED AS IDENTIFIED IN SUBPART 56-3 OF THE NEW YORK STATE DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 56 (ICR 56), AND SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS. THIS INCLUDES ALL INDIVIDUALS INVOLVED IN ALL PORTIONS OF THE ASBESTOS WORK, INCLUDING MANAGING, SUPERVISING, DESIGNING, INSPECTING AND/OR PERFORMING THE WORK.

2. PREPARATORY ACTIONS

NO DEMOLITION, REMODELING, RENOVATION, OR REPAIR WORK SHALL COMMENCE ON THE STRUCTURE UNTIL ALL NECESSARY ASBESTOS ABATEMENTS HAVE OCCURRED. ALL ASBESTOS-CONTAINING MATERIAL (ACM), PRESUMED ACM (PACM), OR SUSPECT ACM (SACM) IMPACTED BY DEMOLITION, REMODELING, RENOVATION, OR REPAIR OF THE STRUCTURE SHALL BE REMOVED AS PER ICR 56 PRIOR TO ACCESS OR DISTURBANCE BY UNCERTIFIED TRADES OR PERSONNEL. IF ANY CONSTRUCTION ACTIVITIES REVEAL ADDITIONAL OR PREVIOUSLY UNIDENTIFIED ACM, PACM, OR SACM, THEN ALL ACTIVITIES SHALL CEASE IN THE AREA WHERE THE MATERIAL ARE OBSERVED UNTIL APPROPRIATE ABATEMENT ACTIONS OF THOSE MATERIALS ARE COMPLETED.

3. LOCATION OF SUSPECT ASBESTOS CONTAINING MATERIAL (FORMER GAS STATION BUILDING)

THE FOLLOWING SUSPECT ASBESTOS-CONTAINING MATERIAL (SACM) HAS BEEN IDENTIFIED:

TABLE 1. Asbestos Containing Materials – Creek Rd. and Salt Point Tpk. Poughkeepsie, NY

Homogeneous Area	Location	Substrate	Condition	*Estimated Dimensions	*Estimated Quantity	Friable	Sample #
Ceramic Floor Tile Mortar	Bathrooms	Concrete	Damaged	8' x 10' Each Bathroom	160 Sq ft	Yes	04-01
Joint Compound	Ceiling in Heater Room and Breaker Room	Wood	Damaged	20' x 10'	200 Sq Ft	Yes	01-01
Roofing/ Flashing Tar	Roof	Wood	Good	35' X 20'	700 Sq Ft	No	18-02, 20-01, 21-01

***Dimensions and Quantities are estimates only and should be field verified by the contractor.**

THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE SACM AND ANY ASBESTOS DEBRIS AND/OR CONTAMINATED MATERIALS THAT MAY BE IN THE VICINITY OF THE FORMER GAS STATION.

THESE QUANTITY ESTIMATES REPRESENT ONLY AN APPROXIMATION FOR THE CONVENIENCE OF THE CONTRACTOR IN ESTIMATING THE OVERALL EXTENT OF ASBESTOS REMOVAL REQUIRED. CONTRACTOR TO SEE "REPORT OF PRE-DEMOLITION ASBESTOS INSPECTION" OF FORMER GAS STATION BUILDING LOCATED AT CREEK RD. / SALT POINT TPK. IN POUGHKEEPSIE, NY PREPARED BY ALPINE ENVIRONMENTAL SERVICES DATED MAY 16, 2016 INCLUDED IN PROPOSAL FOR MORE INFORMATION.

4. PRE-ABATEMENT MEETING

THIS PROJECT INVOLVES A PRE-ABATEMENT MEETING. THE ENGINEER-IN-CHARGE (EIC) SHALL INVITE ALL PARTIES INVOLVED WITH THE PROJECT TO THIS MEETING.

BEFORE THE PRE-ABATEMENT MEETING, THE CONTRACTOR IS REQUIRED TO SUBMIT TO THE EIC THE FOLLOWING INFORMATION:

- A. A VALID NEW YORK STATE DEPARTMENT OF LABOR (NYSDDL) ASBESTOS HANDLING LICENSE;
- B. COPIES OF NYSDDL HANDLERS AND SUPERVISORS CERTIFICATES;
- C. COPIES OF ALL CURRENT RESPIRATOR FIT TESTS AND MEDICAL EXAM CERTIFICATIONS;
- D. ASBESTOS WASTE HAULER DOCUMENTATION AND A COPY OF NYS DEC PART 364 PERMIT;
- E. NYSDDL, EPA, LOCAL (IF APPLICABLE) NOTIFICATIONS. NOTIFICATIONS MUST BE IN PLACE A MINIMUM OF 10 DAYS PRIOR TO THE START OF THE JOB;
- F. NYSDDL ASBESTOS HANDLING LICENSE FOR OSHA MONITORING FIRM;
- G. COPIES OF NYSDOH ELAP REGISTRATIONS FOR OSHA MONITORING FIRM;
- H. INSURANCE COVERAGE DOCUMENTATION CONSISTENT WITH SECTION 107-06;
- I. EMERGENCY CONTACT NUMBERS
- J. DETAILED PROJECT SCHEDULE AND WORK PLAN, INCLUDING ALL PHASES;
- K. NAME OF EPA APPROVED LANDFILL AS WELL AS COPIES OF ALL PERMITS;
- L. COPIES OF ALL REGULATORY VARIANCES TO BE USED FOR ABATEMENT WORK.

5. NOTIFICATION

THE EIC SHALL NOTIFY THE NYS DOT REGIONAL CONSTRUCTION ENVIRONMENTAL COORDINATOR AT LEAST TEN (10) BUSINESS DAYS BEFORE THE PRE-ABATEMENT MEETING IS SCHEDULED FOR THIS PROJECT.

THE CONTRACTOR SHALL NOTIFY THE EIC NO LATER THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE SCHEDULED ABATEMENT OF THE ACM.

6. ABATEMENT

THE CONTRACTOR SHALL PERFORM ABATEMENT PROCEDURES ON ANY:

- ACM LOCATED IN FORMER GAS STATION BUILDING UNDER ITEM NUMBERS 210.1002, 210.1302, 210.1402.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ACM IN ACCORDANCE WITH INDUSTRIAL CODE RULE 56 AND FOLLOWING THE APPROVED IDENTIFIED VARIANCE, BLANKET VARIANCE 14 (BV14) PROVIDED SEPARATELY AS VARIANCE FILE NUMBER 15-0560, OR PER A SITE SPECIFIC VARIANCE (ISS) YET TO BE PREPARED. THE CONTRACTOR IS RESPONSIBLE FOR PLANNING THE REMOVAL, INCLUDING SCOPING, TIMING, PHASING, AND REMOVAL METHODS TO BE UTILIZED. ALL REMOVAL OPERATIONS SHALL BE PERFORMED WITH THE CONTEXT OF THE GENERAL CONSTRUCTION STAGED OPERATION. ANY NECESSARY SAMPLING (FOR OSHA COMPLIANCE) AND ANALYSIS SHALL BE PERFORMED BY THE CONTRACTOR.

REMOVAL OF ASBESTOS-CONTAMINATED DEBRIS SHALL BE PART OF THE ASBESTOS PROJECT AND BE PERFORMED BY CERTIFIED PERSONS.

THE CONTRACTOR SHALL BASE ITS BID UPON THE QUANTITY OF THESE MATERIALS AT THEIR RESPECTIVE LOCATIONS IN THEIR UNDISTURBED STATES, AND BE PAID BASED UPON THE QUANTITY OF THESE MATERIALS AT THEIR RESPECTIVE LOCATIONS, INCLUDING ANY SURFACES IN CONTACT WITH THE IDENTIFIED MATERIAL(S).

THE CONTRACTOR SHALL BE PAID ONLY FOR ACTUALLY REMOVED QUANTITIES OF ASBESTOS MATERIALS, TO BE QUANTIFIED IN THE FIELD, AND TO BE VERIFIED BY THE ENGINEER-IN-CHARGE (EIC). IF ADDITIONAL ASBESTOS CONTAINING MATERIALS ARE IDENTIFIED DURING CONSTRUCTION/ DEMOLITION ACTIVITIES THAT ARE NOT IDENTIFIED IN ASBESTOS ABATEMENT DESIGN, THE CONTRACTOR SHALL BE PAID FOR THE REMOVAL OF THESE MATERIALS AT THE CITY APPROVED UNIT COST AGREED UPON IN THIS CONTRACT.

THE CONTRACTOR SHALL PROGRESS THE ABATEMENT PROJECT WITHOUT STOPPING TO INITIATE ANOTHER PROJECT.

7. COMPLIANCE AIR MONITORING

THE CONTRACTOR SHALL INCLUDE IN HIS/HER BID FOR THIS ASBESTOS ABATEMENT PROJECT ANY AIR MONITORING SERVICES AS REQUIRED UNDER SUBPART 56-4 OF ICR 56. THE CONTRACTOR SHALL PROVIDE ALL QUALIFIED PERSONAL AND EQUIPMENT NEEDED FOR AIR MONITORING UNDER ITEM NUMBERS 210.1002, 210.1302, 210.1402.

8. PROJECT DOCUMENTATION

THE CONTRACTOR SHALL PROVIDE THE EIC WITH TWO (2) COMPLETE SETS OF RECORD DOCUMENTS, INCLUDING CHAIN-OF-CUSTODY RECORDS, WORKER SIGN IN/SIGN OUT SHEETS, PROOF OF WORKERS CERTIFICATIONS, AND OTHER SUCH RECORDS REQUESTED OR AS REQUIRED BY LAW TO BE KEPT ON RECORD.

THESE RECORDS SHALL BE ASSEMBLED AS A SINGLE, LOCAL REPORT, WITH ALL INFORMATION BOUND TOGETHER.

9. POST-ABATEMENT

AFTER SUCCESSFUL COMPLETION OF POST-ABATEMENT CLEARANCE AIR MONITORING (IF REQUIRED) AND THE REMOVAL OF THE DECONTAMINATION FACILITIES OF THE ACM ABATEMENT, UNCERTIFIED PERSONS MAY RE-ENTER THE WORK AREA(S).

THE PROJECT WILL BE CONSIDERED TO BE COMPLETE, AND FINAL PAYMENTS MAY BE DISPERSED ONLY AFTER RECEIPT AND APPROVAL BY THE CITY OF THE CONTRACTOR'S ASBESTOS REPRESENTATIVE (PROJECT MONITOR) FINAL REPORT (CLOSURE REPORT). THIS CLOSURE REPORT SHALL BE PREPARED BY THE CONTRACTOR'S ASBESTOS REPRESENTATIVE (PROJECT MONITOR) WHO IS CERTIFIED BY THE NYSDDL TO PREPARE THIS DOCUMENT. THE CONTRACTOR SHALL INCLUDE IN HIS/HER BID FOR THIS ASBESTOS ABATEMENT PROJECT ALL COSTS ASSOCIATED WITH HIRING A NYSDDL CERTIFIED ASBESTOS REPRESENTATIVE (PROJECT MONITOR) AND PREPARING A CLOSURE REPORT UNDER ITEM NUMBERS 210.1002, 210.1302, 210.1402. THE CLOSURE REPORT SHALL INCLUDE VERIFICATION OF ALL ASBESTOS CONTRACTOR'S CLOSE OUT DOCUMENTATION (I.E., WASTE MANIFEST(S), SUPERVISOR'S DAILY LOGS, SIGN-IN/SIGN OUT SHEETS, AND OSHA PERSONAL AIR MONITORING RESULTS). ONLY LEGIBLE COPIES OF THE WASTE MANIFEST(S) WILL BE ACCEPTED.

ENDANGERED SPECIES NOTES

1. TREE PROTECTION FOR ENDANGERED SPECIES

THE AREA BENEATH THE DRIP LINE OF ALL TREES WITH A TRUNK DIAMETER OF 3 INCHES OR GREATER LOCATED OUTSIDE OF THE PROJECT CLEARING LIMITS OR IN PROXIMITY TO STAGING AND STOCKPILING AREAS SHALL NOT BE DISTURBED. DISTURBANCE INCLUDES REMOVING TREES, STOCKPILING MATERIAL, STORING EQUIPMENT, OR DRIVING AND PARKING VEHICLES BENEATH THE DRIP LINE OF TREES. ADDITIONAL TREES REQUIRING PROTECTION MAY BE DESIGNATED BY THE ENGINEER-IN-CHARGE (EIC). THE CONTRACTOR SHALL SUBMIT A PLAN TO THE EIC FOR APPROVAL SHOWING THE PROPOSED STAGING, STORAGE AND STOCKPILE AREAS FOR EACH SITE PRIOR TO PLACEMENT OF ANY EQUIPMENT OR MATERIALS AT THE SUBJECT AREA.

2. TREE REMOVAL PROHIBITION

REMOVAL OF TREES WITH A TRUNK DIAMETER OF 3 INCHES OR GREATER IS PROHIBITED, UNLESS COORDINATED AND APPROVED BY THE ENGINEER-IN-CHARGE.

DRAFTING

CHECK

DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
#IN: 8757.82	TITLE: ENVIRONMENTAL NOTES
SCALE: AS SHOWN	DRAWING: ENVN-1
DATE: JULY 2016	SHEET: 22 of 53

GENERAL SOIL EROSION AND SEDIMENT CONTROL NOTES:

THE CONTRACTOR WILL BE REQUIRED TO PERFORM ALL CONSTRUCTION OPERATIONS IN A MANNER SO AS TO MINIMIZE SOIL EROSION AND ENSURE SEDIMENT CONTROL. EROSION CONTROL MEASURES ARE ITEMS WHICH MINIMIZE THE EROSION OF SOIL. SEDIMENT CONTROL MEASURES ARE ITEMS WHICH KEEP SEDIMENT FROM LEAVING THE PROJECT SITE. EFFECTIVE SOIL EROSION AND SEDIMENT CONTROL CAN BE ACCOMPLISHED BY LIMITING THE AREA OF UNPROTECTED SOIL. PROTECTED IS DEFINED AS HAVING TEMPORARY OR PERMANENT SOIL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE. PERIMETER SEDIMENT CONTROL MEASURES ALONE ARE NOT CONSIDERED ADEQUATE PROTECTION.

TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AS PER DETAILS AND SPECIFICATIONS. THE COST OF MAINTAINING AND REMOVING TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INCLUDED IN THE BID PRICE OF THE ITEM USED. ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY THE CONTRACTOR AT A MINIMUM ONCE EVERY SEVEN (7) CALENDAR DAYS AND AFTER EACH RAINFALL OF ONE-HALF INCH OR MORE IN A 24 HOUR PERIOD.

PERIMETER SEDIMENT CONTROL MEASURES AND VEGETATION PROTECTION FENCE SHALL BE PLACED PRIOR TO STARTING CLEARING AND GRUBBING OPERATIONS. THESE MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS ARE PERMANENTLY PROTECTED WITH EROSION CONTROL MEASURES.

TEMPORARY STOCKPILES OF SOIL SHALL BE PROTECTED AS PER THE SOIL EROSION AND SEDIMENT CONTROL PLAN AND DETAILS. AT A MINIMUM TEMPORARY STOCKPILES SHALL BE RINGED WITH SILT FENCE. UNDER NO CONDITION SHALL EARTH MATERIAL EXPOSED BY GRUBBING, EXCAVATION, BORROW OR FILL OR OTHER WORK BE LEFT WITHOUT APPLICATION OF TEMPORARY OR PERMANENT EROSION CONTROL MEASURES FOR A PERIOD OF GREATER THAN 7 DAYS. ANY MEASURES USED TO COVER STOCKPILES SHALL BE SECURED TO MAINTAIN THEIR EFFECTIVENESS.

ANY ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MEASURES USED TO SUPPLEMENT THE PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE TECHNICAL REQUIREMENTS CONTAINED IN THE "NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL", LATEST EDITION. ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED AS PER SECTION 107-12 OF THE STANDARD SPECIFICATIONS.

ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT DIRECT OR INDIRECT CONTAMINATION OF ALL WATER BODIES (INCLUDING WETLANDS) BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE LEACHATE, SLURRY OR ANY OTHER POLLUTANT ASSOCIATED WITH CONSTRUCTION AND CONSTRUCTION PROCEDURES. DURING CONSTRUCTION, NO WET OR FRESH CONCRETE OR LEACHATE OR SLURRY SHALL BE ALLOWED TO ESCAPE DIRECTLY OR INDIRECTLY INTO ANY WATER BODIES (INCLUDING WETLANDS), NOR SHALL WASHINGS FROM CONCRETE TRUCKS, MIXERS, OR OTHER DEVICES BE ALLOWED TO ESCAPE DIRECTLY OR INDIRECTLY INTO ANY WATER BODIES (INCLUDING WETLANDS).

ANY DEBRIS OR EXCESS MATERIALS FROM CONSTRUCTION OF THIS PROJECT SHALL BE IMMEDIATELY AND COMPLETELY REMOVED FROM THE STREAM BED AND WITHIN 50 FT OF THE WATERS EDGE OF ALL WATER BODIES (INCLUDING WETLANDS) AND SHALL BE DISPOSED OF AWAY FROM WETLANDS, WATER COURSES, OR OTHER BODIES OF WATER.

ALL DREDGED AND EXCAVATED MATERIAL SHALL BE DISPOSED OF AND BE PROTECTED SO THAT IT CANNOT DIRECTLY OR INDIRECTLY REENTER ANY WATER BODY OR WETLAND AREA. ALL DEWATERING OPERATIONS INVOLVING TURBID WATER SHALL BE ACCOMPLISHED BY PUMPING TO A VEGETATED AREA (NOT INCLUDING WETLANDS) OR TO A SEDIMENT TRAP, OR A MANUFACTURED SEDIMENT CONTROL SYSTEM. DEWATERING OPERATIONS OF TURBID WATER SHALL NOT DIRECTLY OR INDIRECTLY DISCHARGE TO ANY WATER BODIES (INCLUDING WETLANDS) UNLESS THE WATER BEING DISCHARGED IS AS FREE AND CLEAR OF SEDIMENT AS THE ADJACENT STREAM OR WATER BODY. LOCATIONS AND DESIGNS NOT SHOWN ON THE PLANS SHALL BE APPROVED BY THE E.I.C. AND THE REGIONAL CONSTRUCTION ENVIRONMENTAL COORDINATOR.

ALL SLOPES STEEPER THAN 3:1 (H:V) SHALL BE STABILIZED WITH ROLLED EROSION CONTROL PRODUCT.

STABILIZED CONSTRUCTION ENTRANCE NOTE

A QUANTITY FOR STABILIZED CONSTRUCTION ENTRANCES (ITEM 209.22) IS INCLUDED IN THIS CONTRACT, BUT LOCATIONS ARE NOT SHOWN ON THE PLANS. LOCATIONS SHALL BE DETERMINED BY THE ENGINEER-IN-CHARGE.

EROSION & SEDIMENT CONTROL PROJECT STAGING

THE CONTRACTOR WILL BE REQUIRED TO PERFORM ALL CONSTRUCTION OPERATIONS IN A MANNER THAT MINIMIZES SOIL EROSION AND PREVENTS SEDIMENTATION ON LANDS ADJACENT TO OR AFFECTED BY THE WORK, AND TAKE MEASURES TO MAINTAIN WATER QUALITY OF RECEIVING WATER BODIES (INCLUDING WETLANDS).

THE AREA OF DISTURBANCE SHALL BE LIMITED TO AN AREA NO GREATER THAN FIVE ACRES AT ANY ONE TIME.

IF THE PROPOSED WORK WILL RESULT IN GREATER THAN FIVE ACRES OF DISTURBANCE AT ONE TIME, THE CONTRACTOR WILL NOT BE ALLOWED TO DISTURB A NEW SECTION OF THE PROJECT UNTIL ALL DISTURBED AREAS ASSOCIATED WITH THE CURRENT SECTION HAVE BEEN STABILIZED, UNLESS OTHERWISE APPROVED BY THE ENGINEER-IN-CHARGE. THE ENGINEER-IN-CHARGE IN CONSULTATION WITH THE REGIONAL CONSTRUCTION ENVIRONMENTAL COORDINATOR SHALL DETERMINE WHEN STABILIZATION HAS BEEN ACHIEVED.

ALTERATIONS TO THE CONTRACT PLANS AND CONSTRUCTION SEQUENCING THAT WOULD RESULT IN GREATER THAN FIVE ACRES OF DISTURBANCE AT ON TIME WILL REQUIRE NOTIFICATION TO NYSDEC AND AMENDMENT OF THE PROJECT SWPPP. IF THE CONTRACT PLANS AND CONSTRUCTION SEQUENCING IS ALTERED, NOTIFICATION TO NYSDEC MUST OCCUR 14 CALENDAR DAYS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION THAT AMENDS THE SWPPP. THE DEPARTMENT IS RESPONSIBLE FOR NOTIFYING NYSDEC.

"DISTURBED" IS DEFINED AS WORK THAT RESULTS IN SOIL EXPOSURE.

"STABILIZED" IS DEFINED AS HAVING TEMPORARY OR PERMANENT EROSION AND SEDIMENT CONTROL MEASURES IN PLACE, INCLUDING, BUT NOT LIMITED TO, EROSION CONTROL MEASURES THAT COVER EXPOSED SOIL TO MINIMIZE THE SOIL FROM ERODING. PERIMETER SEDIMENT CONTROL MEASURES ALONE ARE NOT CONSIDERED ADEQUATE STABILIZATION.

PRIOR TO BEGINNING ANY DISTURBANCE ACTIVITIES ON A "SECTION" OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN SHOWING THE LIMITS OF DISTURBANCE, INCLUDING THE AMOUNT OF AREA TO BE DISTURBED, AN EROSION AND SEDIMENT CONTROL PLAN THAT SUPPLEMENTS THE CONTRACT'S EROSION AND SEDIMENT CONTROL PLAN, AND A PROGRESS SCHEDULE FOR THE ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL WORK FOR REVIEW AND APPROVAL BY THE ENGINEER-IN-CHARGE. THE CONTRACTOR'S EROSION AND SEDIMENT CONTROL PLAN SHALL INCLUDE MEASURES THAT MINIMIZE EROSION AND CONTROL SEDIMENT FROM DISTURBED AREAS, INCLUDING, BUT NOT LIMITED TO, EROSION AND SEDIMENT CONTROL FOR STORAGE AND STAGING AREAS, HAUL ROADS AND CONSTRUCTION ENTRANCES, BORROW AREAS, AND DISPOSAL AREAS WITHIN THE RIGHT-OF-WAY. THE CONTRACTOR'S EROSION AND SEDIMENT CONTROL PLAN SHALL BE PREPARED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS AND THE GUIDANCE CONTAINED IN THE "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL", LATEST EDITION.

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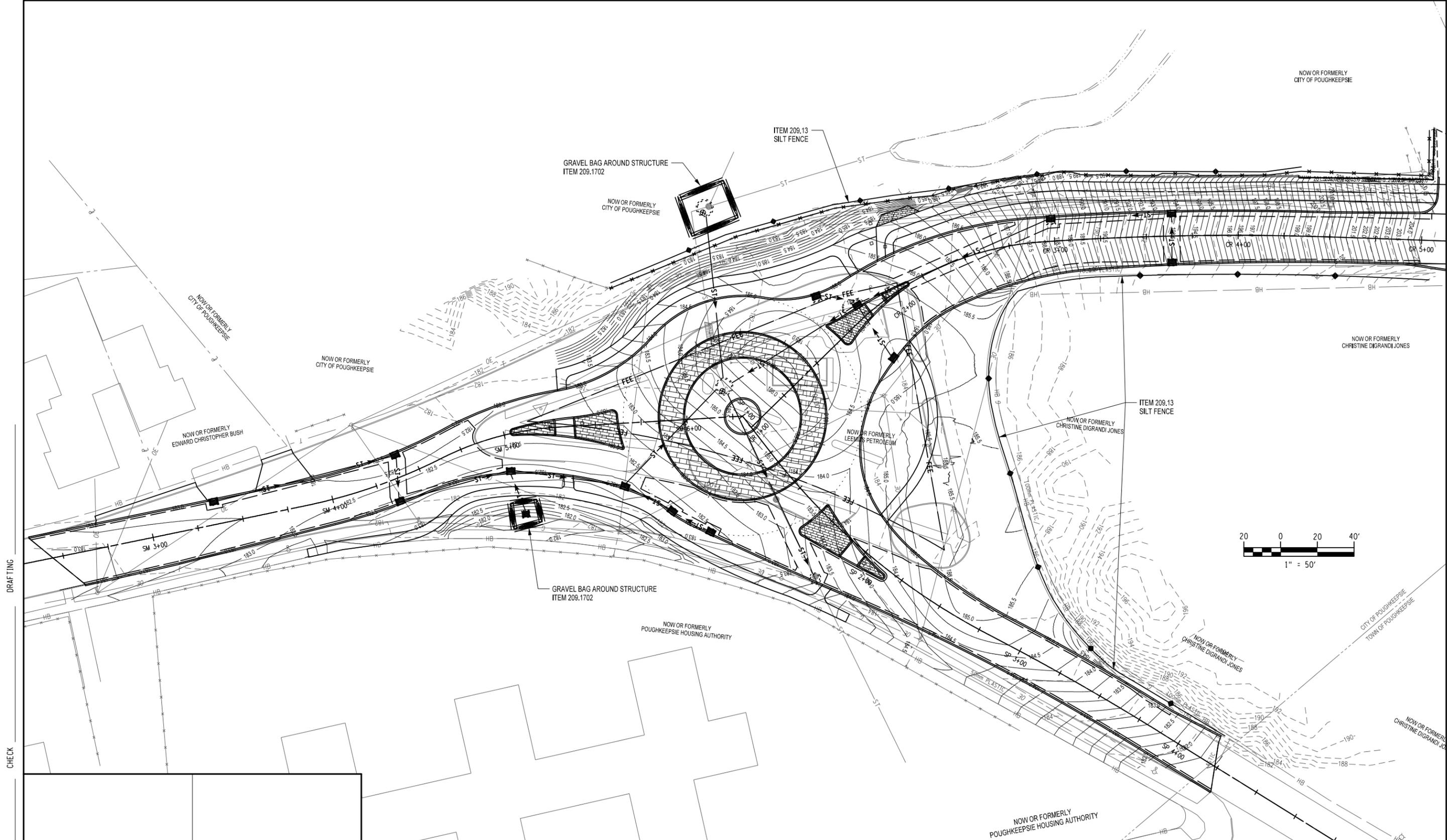
DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	EROSION CONTROL NOTES / DETAILS
SCALE:	N.T.S.	DRAWING:	ECND-1
DATE:	JULY 2016	SHEET:	23 of 53



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DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

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HVEA
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BEACON, NEW YORK 12508
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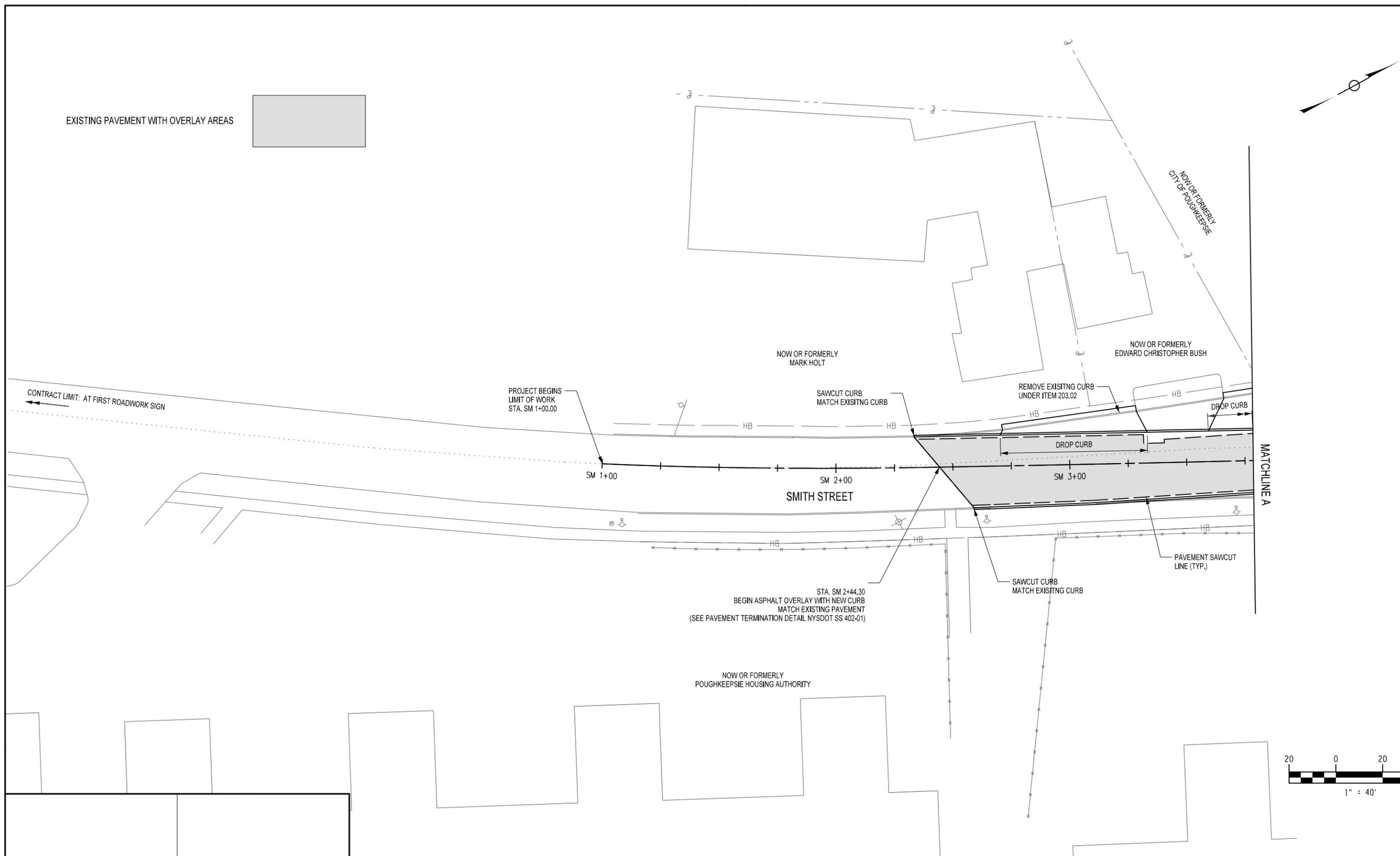


CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: EROSION CONTROL PLAN
SCALE: AS SHOWN	DRAWING: ECP-1
DATE: JULY 2016	SHEET: 24 of 53



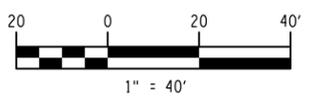
EXISTING PAVEMENT WITH OVERLAY AREAS



DRAFTING

CHECK

DESIGN



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DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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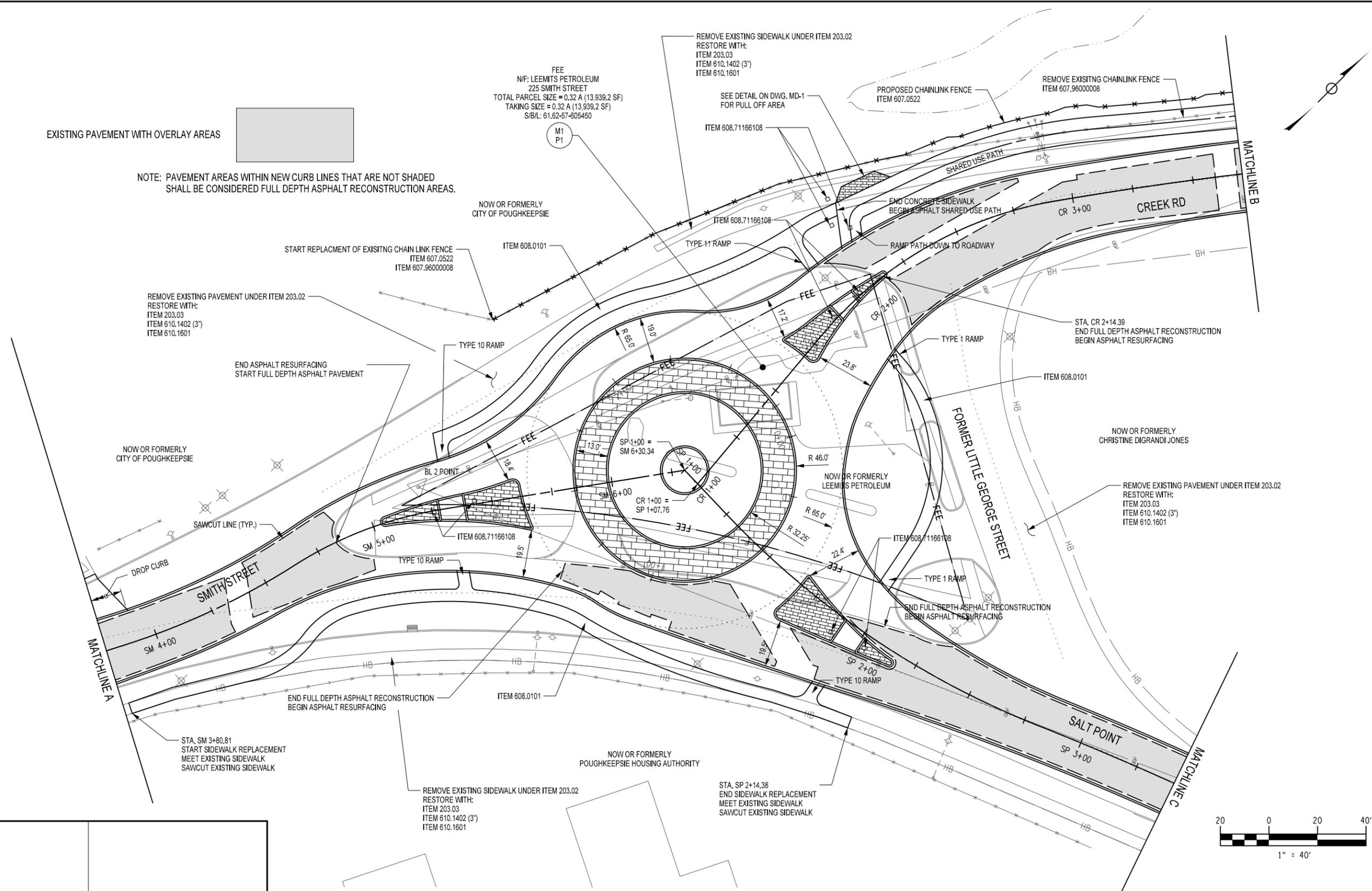


CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: GENERAL PLAN 1
SCALE: AS SHOWN	DRAWING: GP-1
DATE: JULY 2016	SHEET: 25 of 53

EXISTING PAVEMENT WITH OVERLAY AREAS

NOTE: PAVEMENT AREAS WITHIN NEW CURB LINES THAT ARE NOT SHADED SHALL BE CONSIDERED FULL DEPTH ASPHALT RECONSTRUCTION AREAS.



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DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

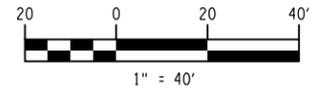
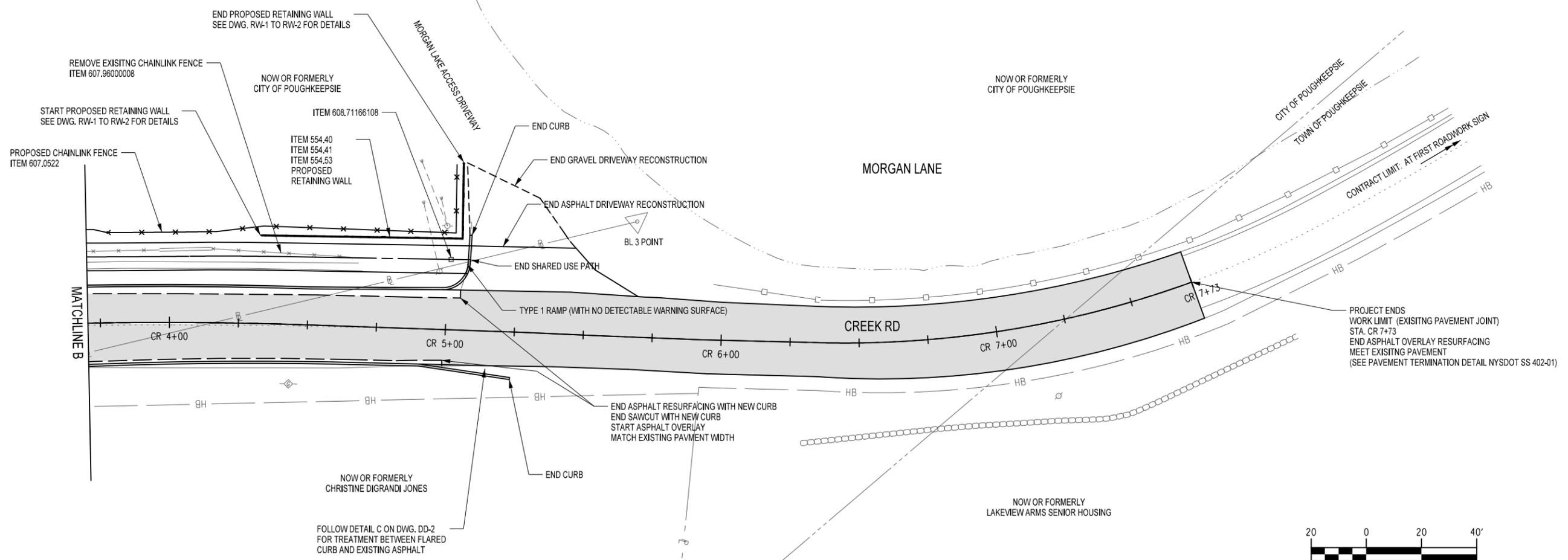
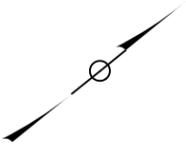
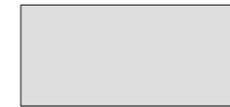
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CITY OF POUGHKEEPSIE
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POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	GENERAL PLAN 2
SCALE:	AS SHOWN	DRAWING:	GP-2
DATE:	JULY 2016	SHEET:	26 of 53

EXISTING PAVEMENT WITH OVERLAY AREAS



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CHECK

DESIGN

AS BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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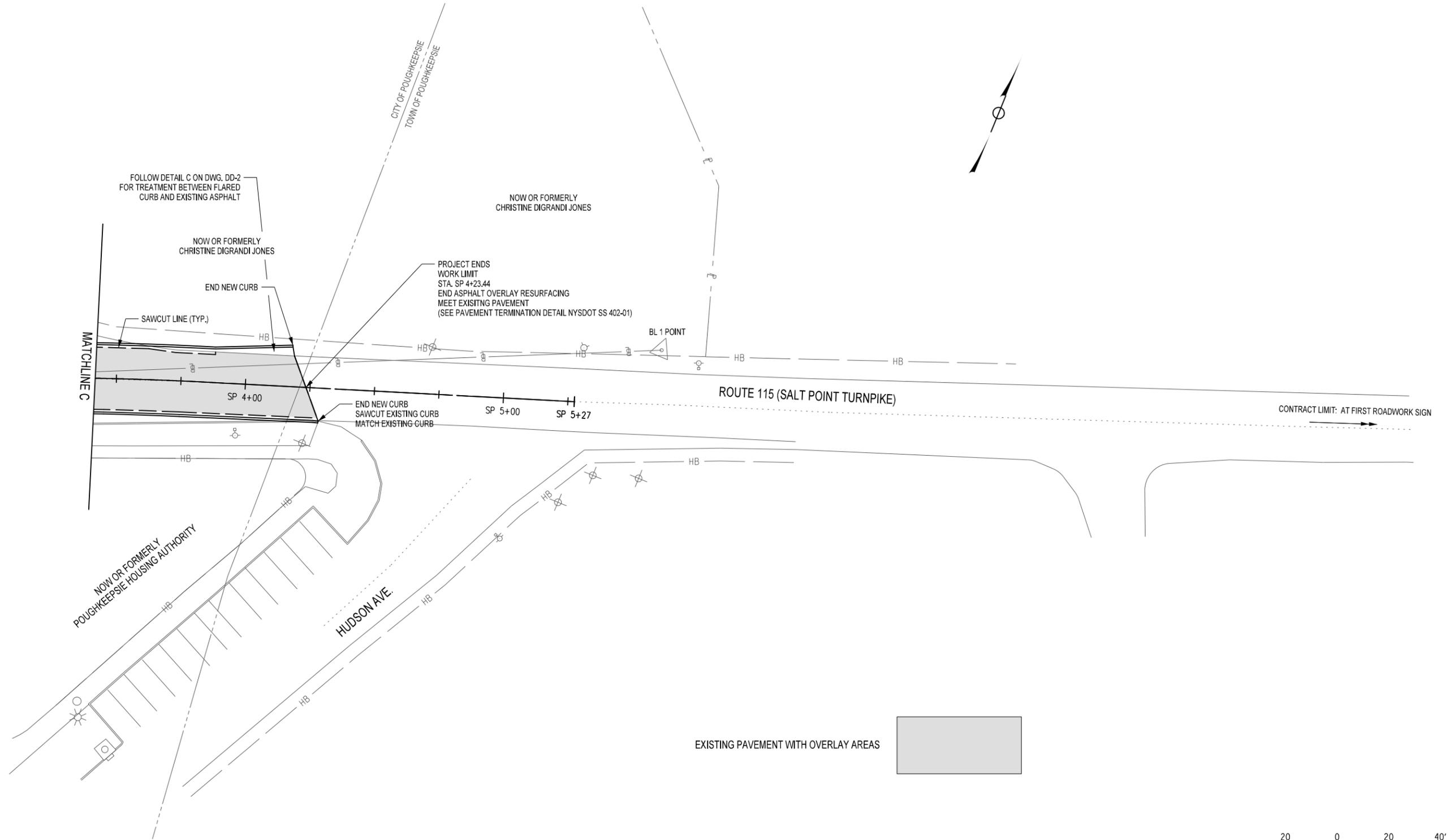
CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: GENERAL PLAN 3
SCALE: AS SHOWN	DRAWING: GP-3
DATE: JULY 2016	SHEET: 27 of 53

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DESIGN



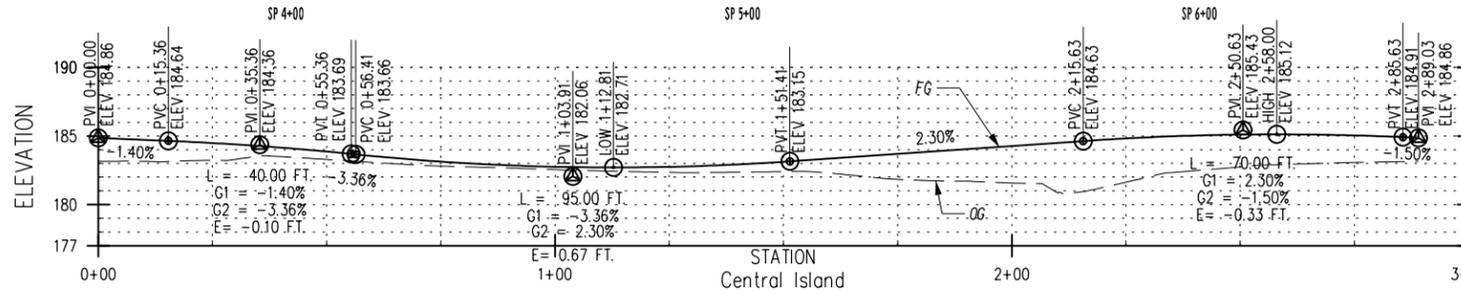
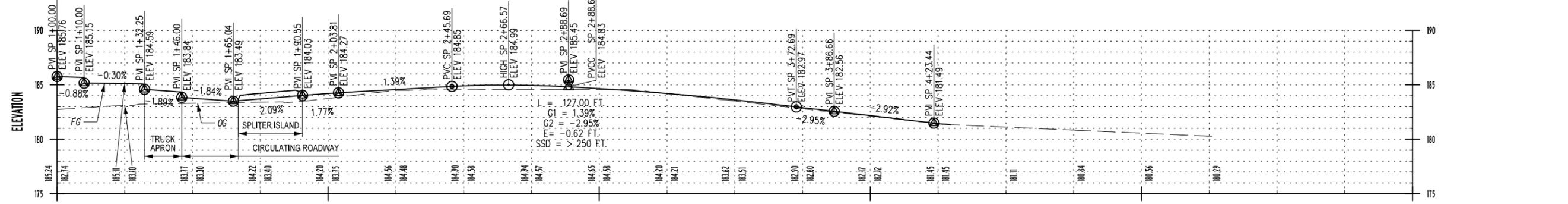
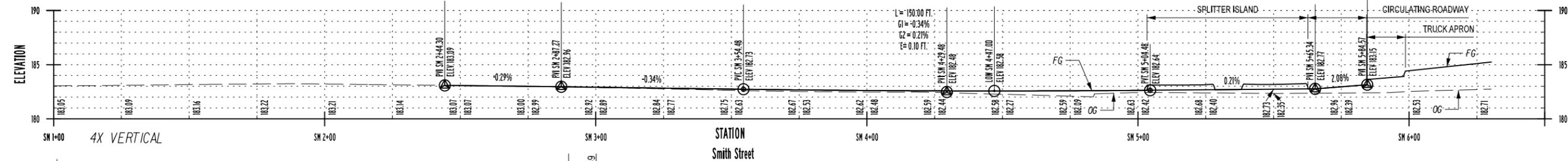
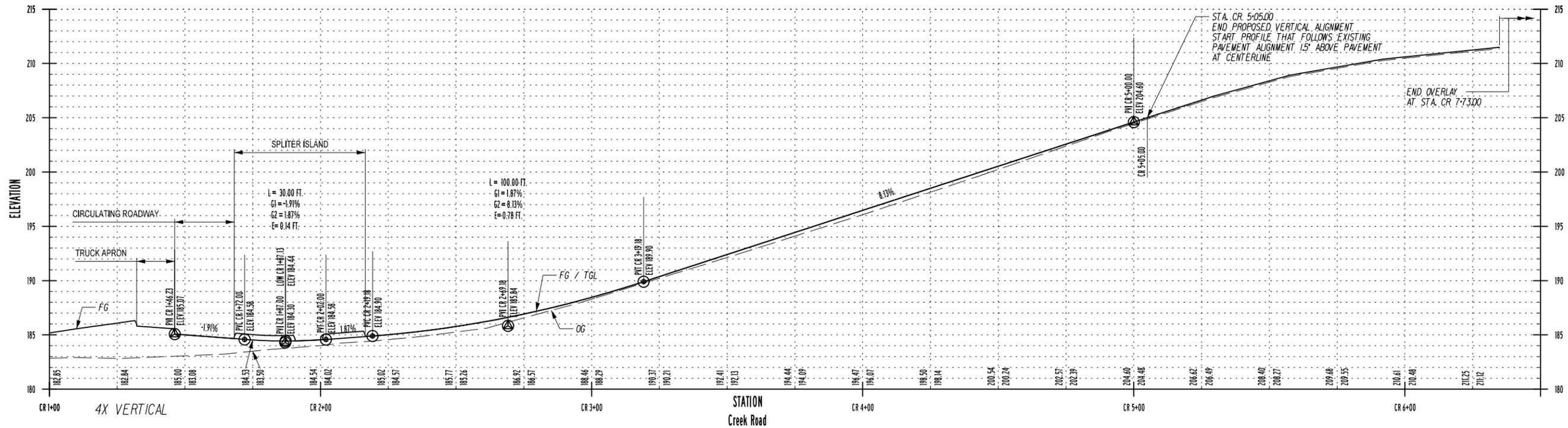
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: GENERAL PLAN 4
SCALE: AS SHOWN	DRAWING: GP-4
DATE: JULY 2016	SHEET: 28 of 53



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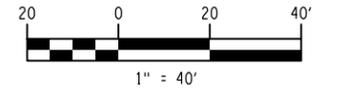
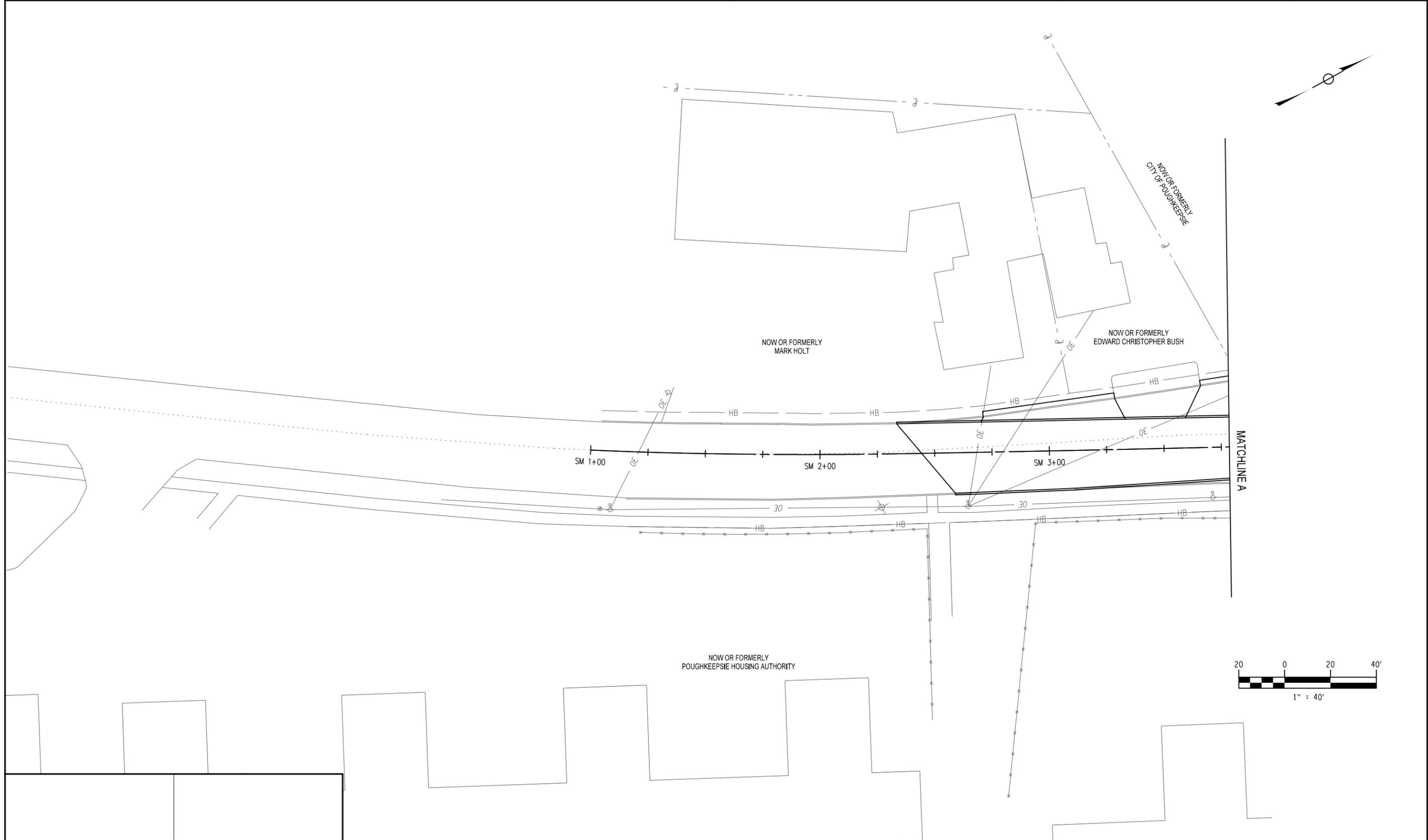
DESIGN

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: ROADWAY PROFILE
SCALE: AS SHOWN	DRAWING: PR-1
DATE: JULY 2016	SHEET: 29 of 53



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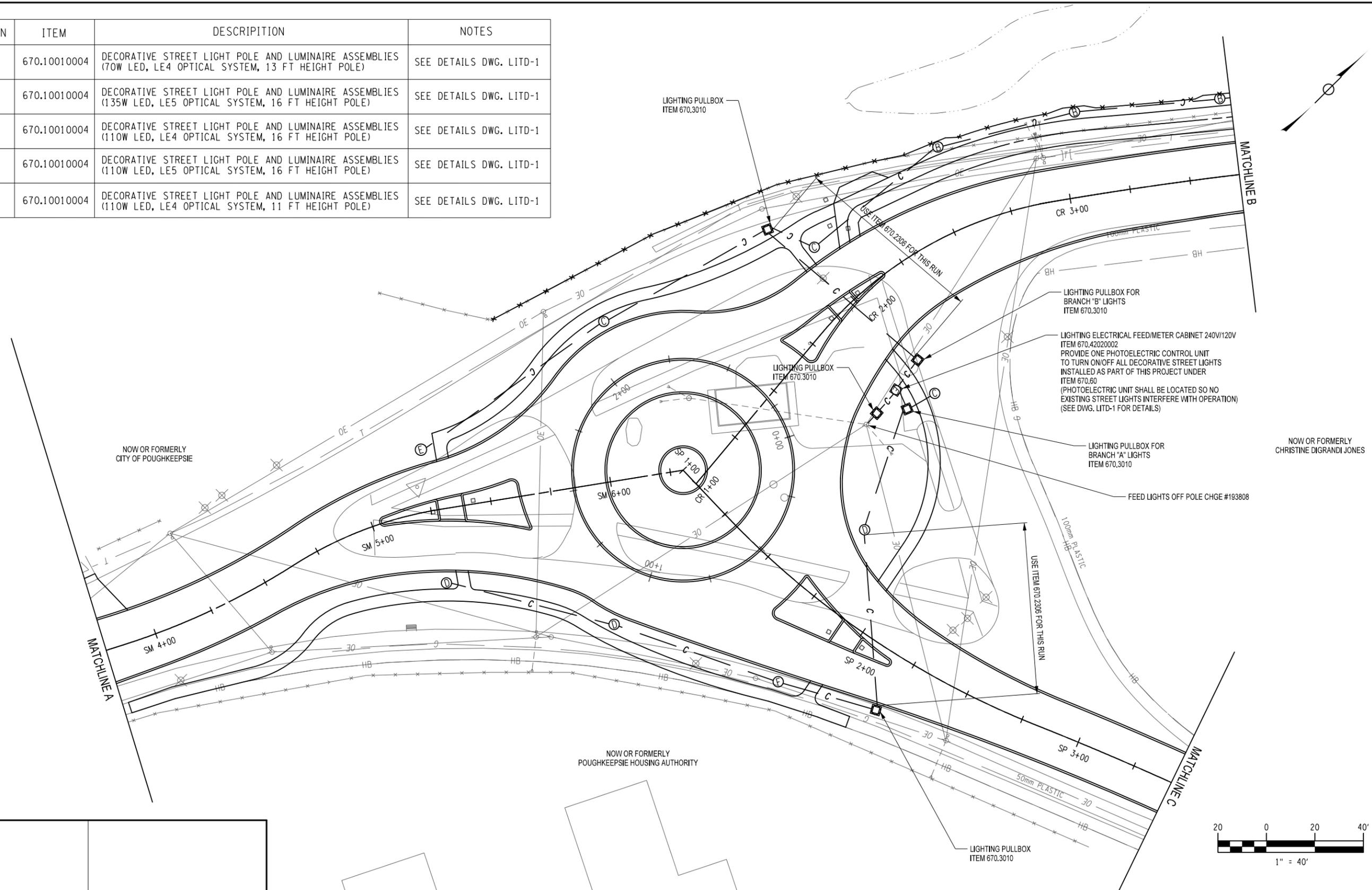
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	LIGHTING PLAN 1
SCALE:	AS SHOWN	DRAWING:	LITPLN-1
DATE:	JULY 2016	SHEET:	31 of 53

DESIGNATION	ITEM	DESCRIPTION	NOTES
(B)	670.10010004	DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES (70W LED, LE4 OPTICAL SYSTEM, 13 FT HEIGHT POLE)	SEE DETAILS DWG. LITD-1
(C)	670.10010004	DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES (135W LED, LE5 OPTICAL SYSTEM, 16 FT HEIGHT POLE)	SEE DETAILS DWG. LITD-1
(D)	670.10010004	DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES (110W LED, LE4 OPTICAL SYSTEM, 16 FT HEIGHT POLE)	SEE DETAILS DWG. LITD-1
(E)	670.10010004	DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES (110W LED, LE5 OPTICAL SYSTEM, 16 FT HEIGHT POLE)	SEE DETAILS DWG. LITD-1
(F)	670.10010004	DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES (110W LED, LE4 OPTICAL SYSTEM, 11 FT HEIGHT POLE)	SEE DETAILS DWG. LITD-1



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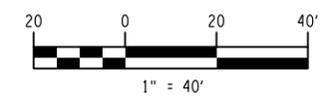
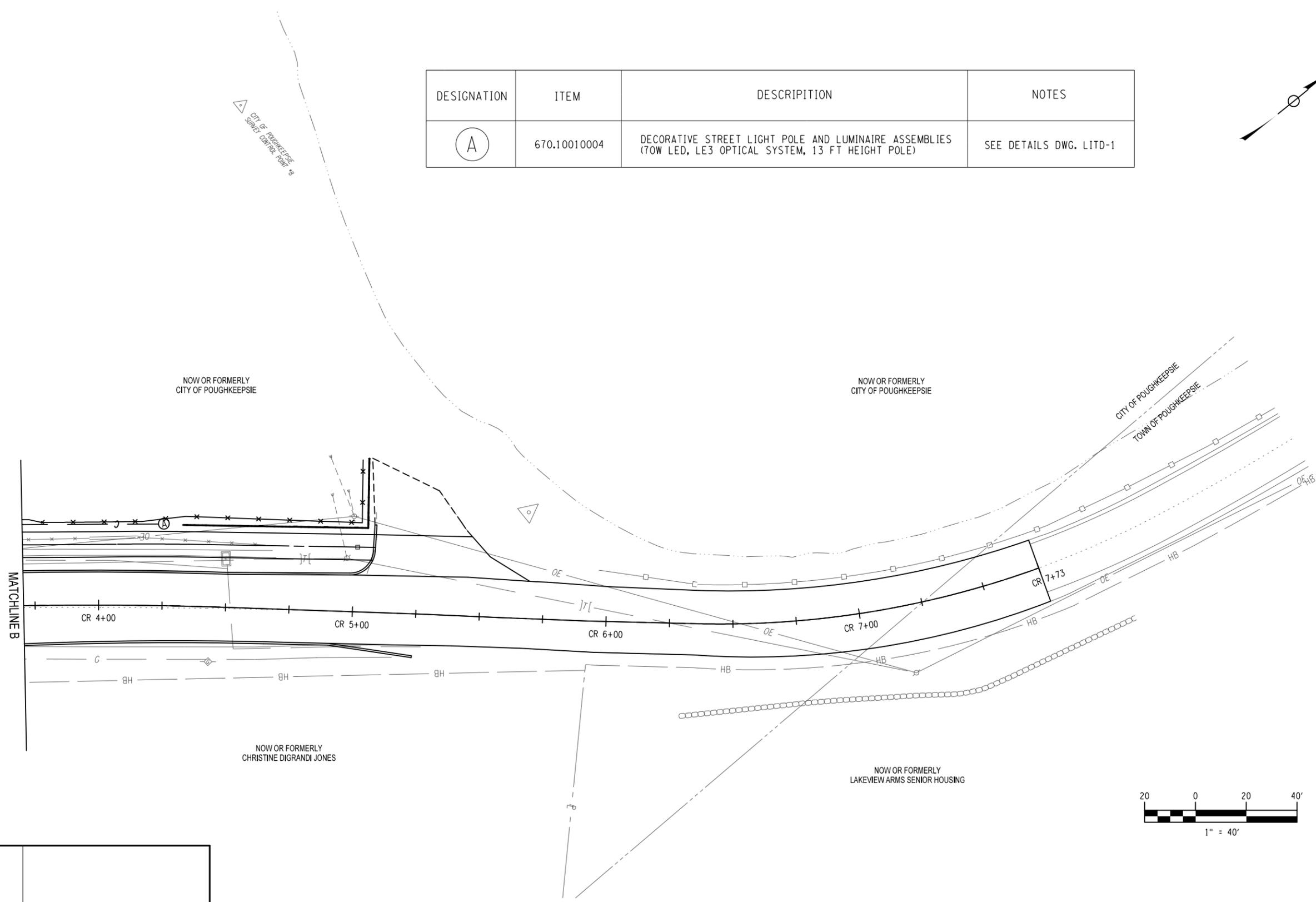
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: LIGHTING PLAN 2
SCALE: AS SHOWN	DRAWING: LITPLN-2
DATE: JULY 2016	SHEET: 32 of 53

DESIGNATION	ITEM	DESCRIPTION	NOTES
(A)	670.10010004	DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES (70W LED, LE3 OPTICAL SYSTEM, 13 FT HEIGHT POLE)	SEE DETAILS DWG. LITD-1



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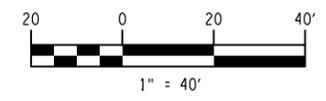
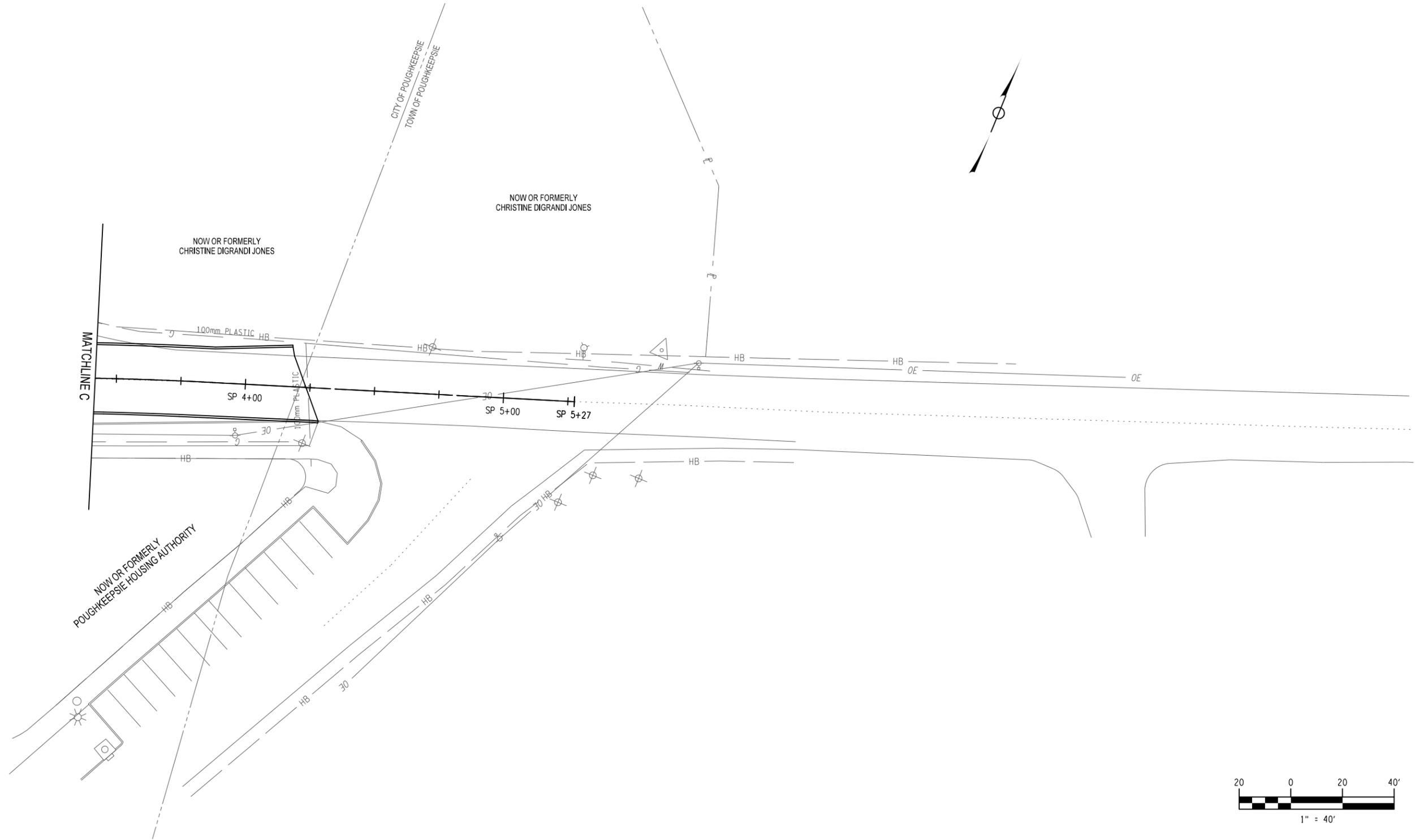
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	LIGHTING PLAN 3
SCALE:	AS SHOWN	DRAWING:	LITPLN-3
DATE:	JULY 2016	SHEET:	33 of 53

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AS BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

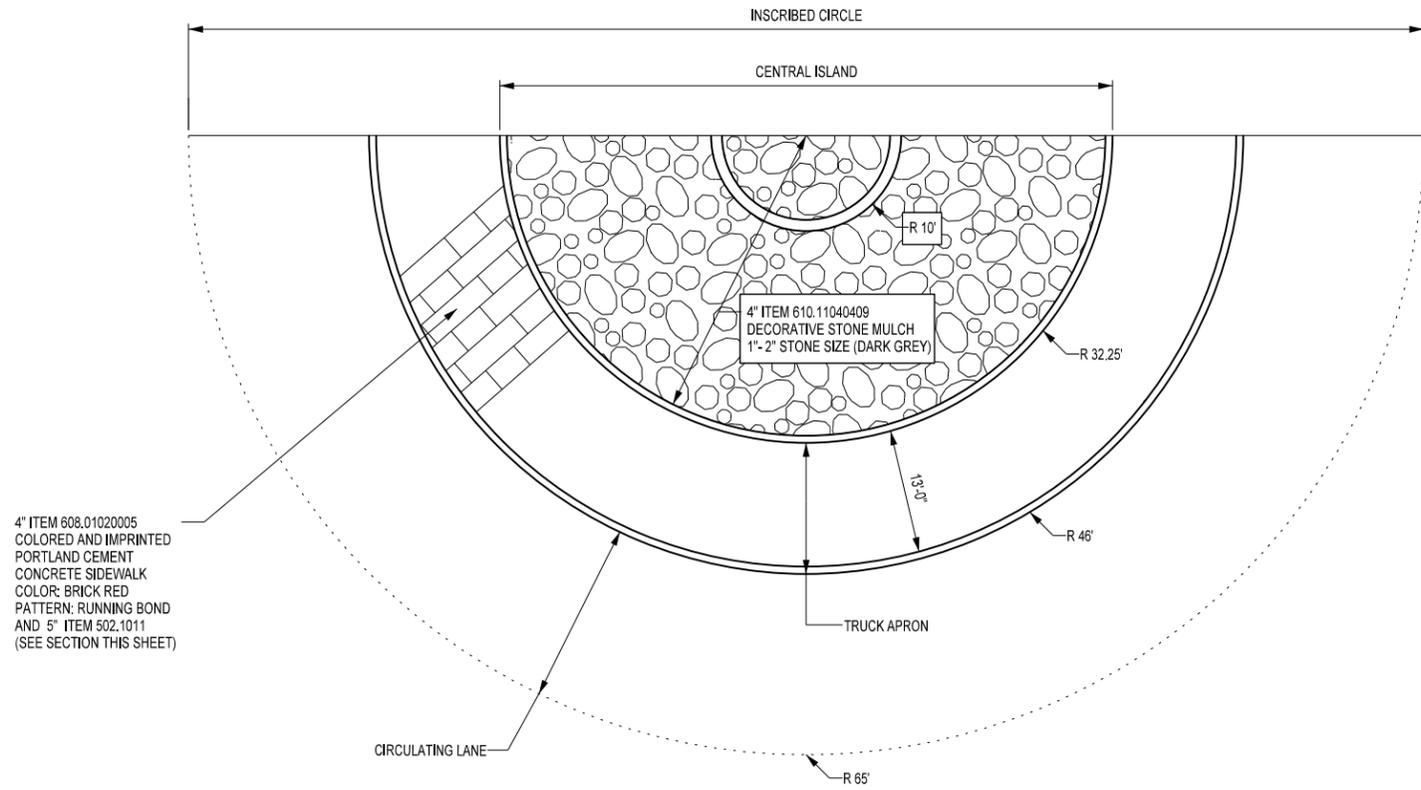
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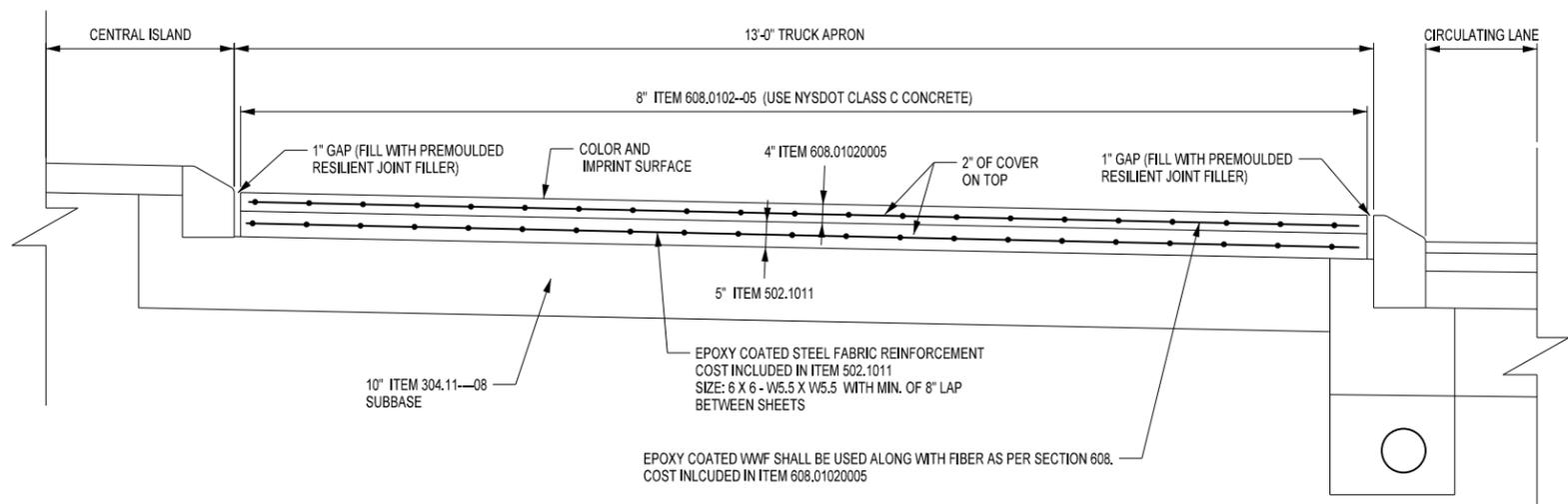


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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	LIGHTING PLAN 4
SCALE:	AS SHOWN	DRAWING:	LITPLN-4
DATE:	JULY 2016	SHEET:	34 of 53



TRUCK APRON DETAIL
(N.T.S.)



TRUCK APRON SECTION
(N.T.S.)

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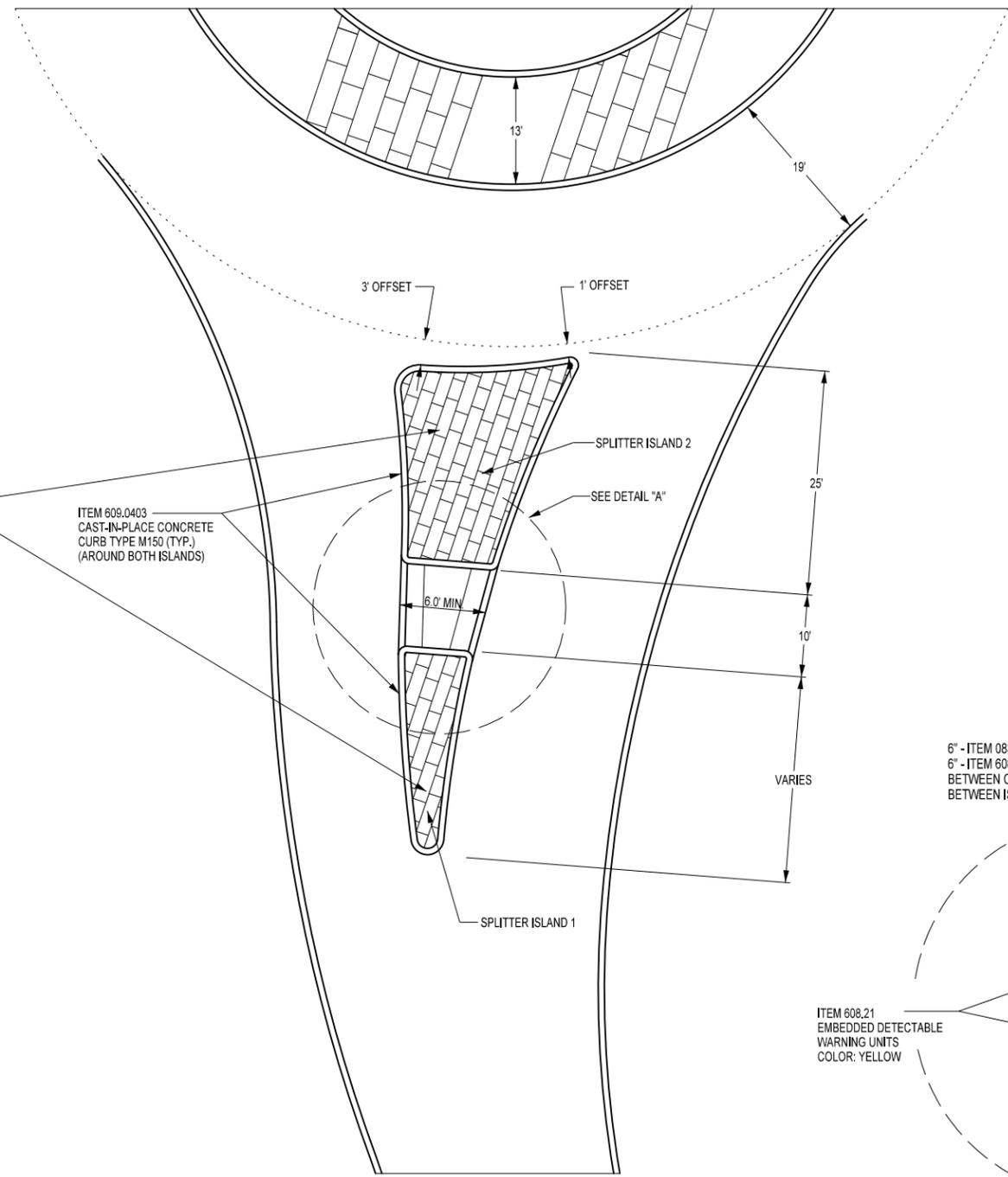

CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
PIN: 8757.82	TITLE: ROUNDBOUT DETAILS
SCALE: N.T.S.	DRAWING: RBD-1
DATE: JULY 2016	SHEET: 35 of 53

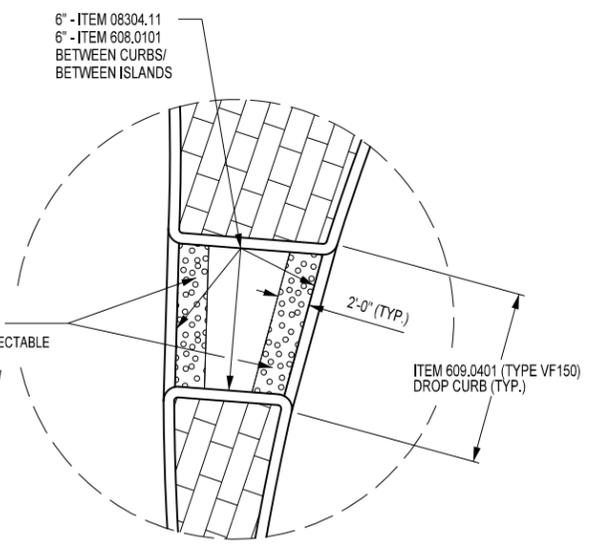
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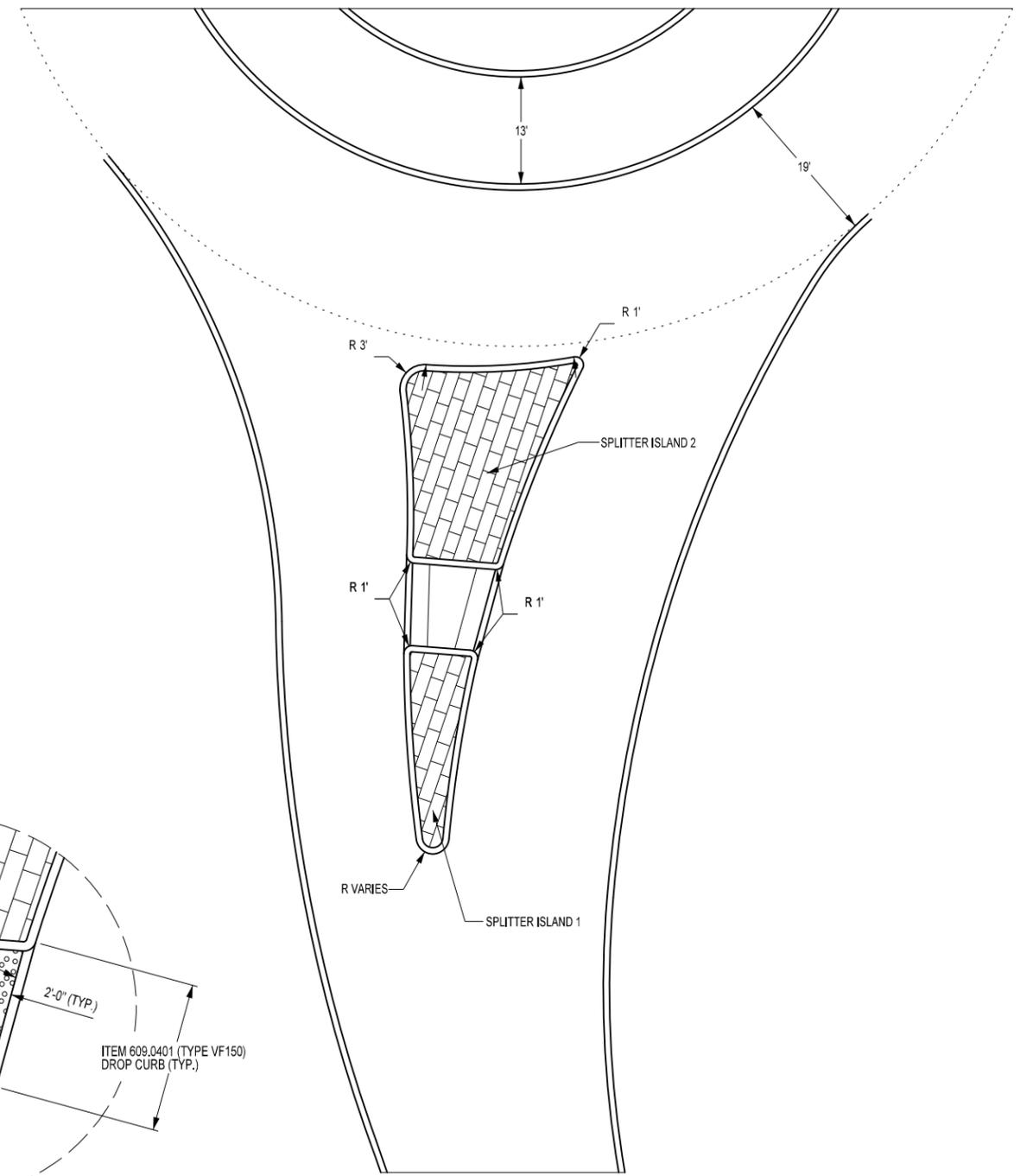
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SPLITTER ISLAND DIMENSIONS
(MINIMUM)
(N.T.S.)



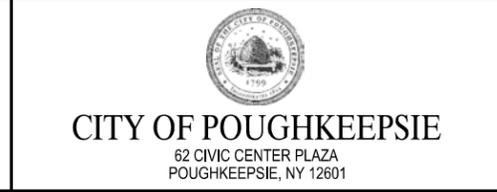
DETAIL "A"
(N.T.S.)



SPLITTER ISLAND NOSE RADII
(MINIMUM)
(N.T.S.)

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: ROUNDABOUT DETAILS
SCALE: N.T.S.	DRAWING: RBD-2
DATE: JULY 2016	SHEET: 36 of 53

PROPOSED NEW SIGNS

ITEM NUMBER	QUANTITY	TEXT	M.U.T.C.D. NUMBER	SIZE OF SIGN	TYPE OF MOUNT
645.5202 645.81 (1 EACH)	3		R1-2	36 IN X 36 IN X 36 IN (7.80 SF)	GR MTD
645.5102 645.81 (2 EACH)	3		R6-1 R	36 IN X 12 IN (3.00 SF)	GR MTD
645.5102 645.81 (1 EACH)	3	 	W2-6 W16-15P	30 IN X 30 IN (6.25 SF) 24 IN X 12 IN (2.00 SF)	GR MTD
645.5102 645.81 (2 EACH)	1		D1-1d TEXT & ARROW = WHITE BACKGROUND = GREEN	57 IN X 18 IN (7.13 SF)	GR MTD
646.21 645.81 (1 EACH)	1		NONE	N/A	GR MTD
645.5202 645.81 (1 EACH)	6	 	W11-2L PERSON = BLACK BACKGROUND = FLUORESCENT YELLOW-GREEN W16-7P L ARROW = BLACK BACKGROUND = FLUORESCENT YELLOW-GREEN	30 IN X 30 IN (6.25 SF) 24 IN X 12 IN (2.00 SF)	GR MTD

PROPOSED NEW SIGNS

ITEM NUMBER	QUANTITY	TEXT	M.U.T.C.D. NUMBER	SIZE OF SIGN	TYPE OF MOUNT
645.5102 645.81 (1 EACH)	1		NO M.U.T.C.D. NUMBER BLACK 3 IN SERIES 'B' LETTERING, BORDER, AND SYMBOL ON A YELLOW BACKGROUND (SYMBOL DIA. = 8 IN)	30 IN X 24 IN (5.00 SF)	GR MTD
645.5102 645.81 (1 EACH)	1	 	W2-6 W16-15P W16-2aP	30 IN X 30 IN (6.25 SF) 24 IN X 12 IN (2.00 SF) 24 IN X 12 IN (2.00 SF)	GR MTD
645.5102 645.81 (1 EACH)	2	 	M2-1 NYM3-2	21 IN X 15 IN (2.20 SF) 30 IN X 24 IN (5.00 SF)	GR MTD
645.5102 645.81 (1 EACH)	1	 	NYM3-2 M6-1R ARROW = WHITE BACKGROUND = GREEN	30 IN X 24 IN (5.00 SF) 21 IN X 15 IN (2.20 SF)	GR MTD
645.5102 645.81 (1 EACH)	3	 	R4-7 OM1-3	24 IN X 30 IN (5.00 SF) 18 IN X 18 IN (2.25 SF)	GR MTD

SIGNING NOTES :

1. SIGN LOCATIONS AS SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL RELOCATE EXISTING SIGNS AND INSTALL NEW SIGNS IN ACCORDANCE WITH THE NYS MUTCD GUIDELINES. THE EIC SHALL CONTACT THE CITY ENGINEERING DEPARTMENT AND RESOLVE PROBLEM AREAS.
2. WHERE NEW SIGNS ARE INSTALLED THE CONTRACTOR SHALL AFFIX A LABEL TO THE BACK OF THE SIGN PANEL. THIS LABEL WILL SHOW THE DATE OF INSTALLATION AND REGION/RESIDENCY NUMBERS. THE LABELS WILL BE SUPPLIED BY CITY AND BE AVAILABLE FROM THE EIC.
3. EXISTING ORGANIZATION SIGNS WILL BE RELOCATED BY OTHERS TO LOCATIONS OFF OF THE CITY ROW BY CONTRACTS END, OR A.O.B.E. OR THE CONTRACTOR WILL REMOVE AND DISPOSE OF THEM.
4. REMOVE EXISTING SIGNS WITHIN CONTRACT LIMITS, A.O.B.E., UNDER 647.61. THE OLD PANELS AND POSTS ARE TO BE REMOVED WITHIN 24 HOURS AFTER THE NEW SIGN IS IN PLACE.

LEGEND		
	DESCRIPTION	GENERAL NOTES
GR MTD	GROUND MOUNTED	THE FOLLOWING SHALL BE IN ACCORDANCE WITH THE NYS MUTCD REQUIREMENTS FOR THE SPECIFIED MUTCD SIGN CODE:
	APPROXIMATE LOCATION OF NEW SIGN (SINGLE POST)	A. LETTER SIZE AND SERIES B. LEGEND & BACKGROUND COLOR C. REFLECTIVITY D. SIZE OF SIGN
	APPROXIMATE LOCATION OF NEW SIGN (MULTIPLE POSTS)	THE TYPE OF CHARACTERS AS SPECIFIED IN THE STANDARD SPECIFICATIONS SHALL BE AS FOLLOWS:
	APPROXIMATE LOCATION OF EXISTING SIGNS	MUTCD CODE LETTER G & I R, P, W, & M
		TYPE OF CHARACTER IV IV OR V

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	SIGN DATA SHEET 1
SCALE:	AS SHOWN	DRAWING:	SDS-1
DATE:	JULY 2016	SHEET:	37 of 53

PROPOSED NEW SIGNS

ITEM NUMBER	QUANTITY	TEXT	M.U.T.C.D. NUMBER	SIZE OF SIGN	TYPE OF MOUNT
645.5102 645.81 (2 EACH)	1		D1-1d TEXT & ARROW = WHITE BACKGROUND = GREEN	57 IN X 18 IN (7.13 SF)	GR MTD
			NY12-1	35 IN X 12 IN (2.92 SF)	
			NYM8-5	24 IN X 24 IN (4.00 SF)	
			M6-1R ARROW = WHITE BACKGROUND = GREEN	21 IN X 15 IN (2.20 SF)	
645.5102 645.81 (1 EACH)	1	 	NY12-1 NYM8-5 M3-5FE TEXT = WHITE BACKGROUND = GREEN	30 IN X 12 IN (2.50 SF) 24 IN X 24 IN (4.00 SF) 21 IN X 15 IN (2.20 SF)	GR MTD
645.5102 645.81 (1 EACH)	1	 	NY12-1 NYM8-5 M3-5SE TEXT = WHITE BACKGROUND = GREEN	30 IN X 12 IN (2.50 SF) 24 IN X 24 IN (4.00 SF) 21 IN X 15 IN (2.20 SF)	GR MTD
645.5102 645.81 (1 EACH)	1	 	NYR2-4 NO M.U.T.C.D. NUMBER TEXT = BLACK 2 IN SERIES 'B'. BACKGROUND = WHITE.	24 IN X 30 IN (5.00 SF) 30 IN X 18 IN (3.75 SF)	GR MTD

PROPOSED NEW SIGNS

ITEM NUMBER	QUANTITY	TEXT	M.U.T.C.D. NUMBER	SIZE OF SIGN	TYPE OF MOUNT
645.5202 645.81 (1 EACH)	1	 	W11-01 SYMBOL = BLACK BACKGROUND = FLUORESCENT YELLOW-GREEN NYW5-32P TEXT = BLACK BACKGROUND = FLUORESCENT YELLOW-GREEN	30 IN X 30 IN (6.3 SF) 24 IN X 18 IN (3.0 SF)	GR MTD

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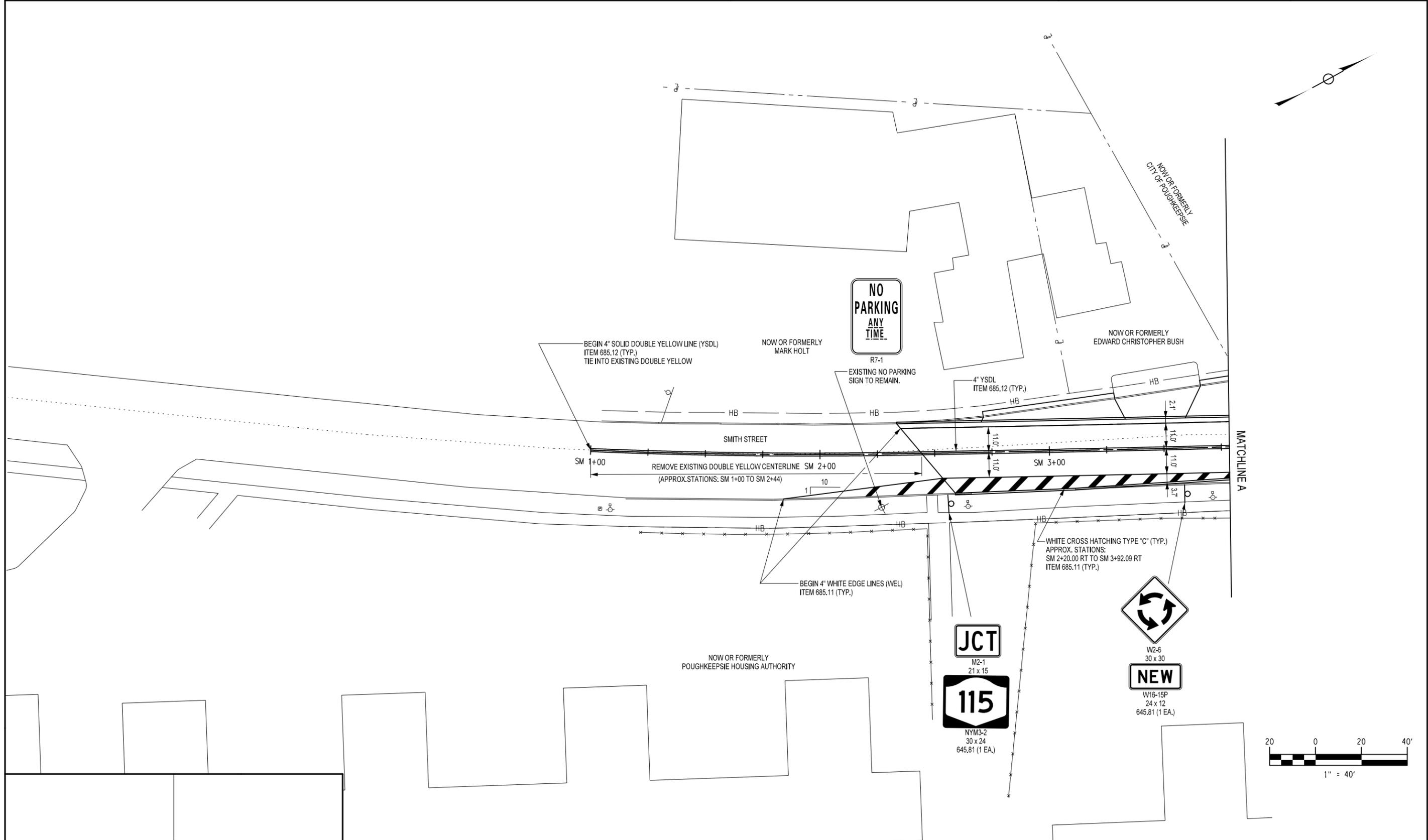
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: SIGN DATA SHEET 2
SCALE: AS SHOWN	DRAWING: SDS-2
DATE: JULY 2016	SHEET: 38 of 53



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DESCRIPTION OF ALTERATIONS:

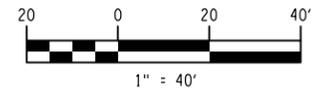
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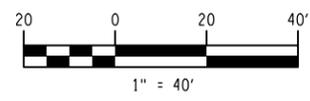
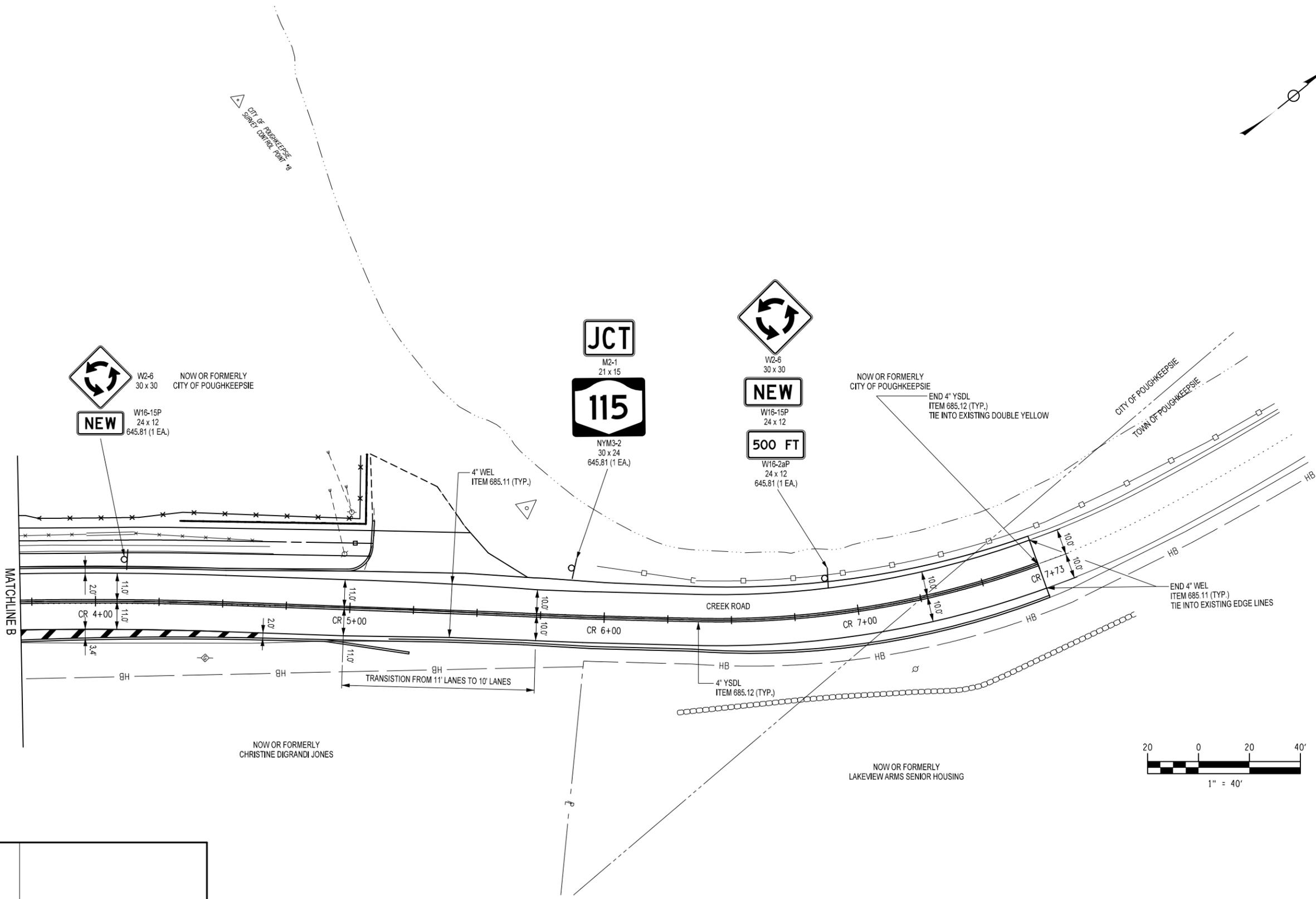
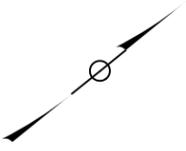
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ENGINEERS
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CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	SIGNING AND STRIPING PLAN 1
SCALE:	AS SHOWN	DRAWING:	SPP-1
DATE:	JULY 2016	SHEET:	39 of 53





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DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

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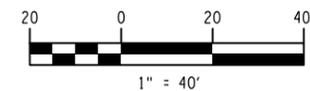
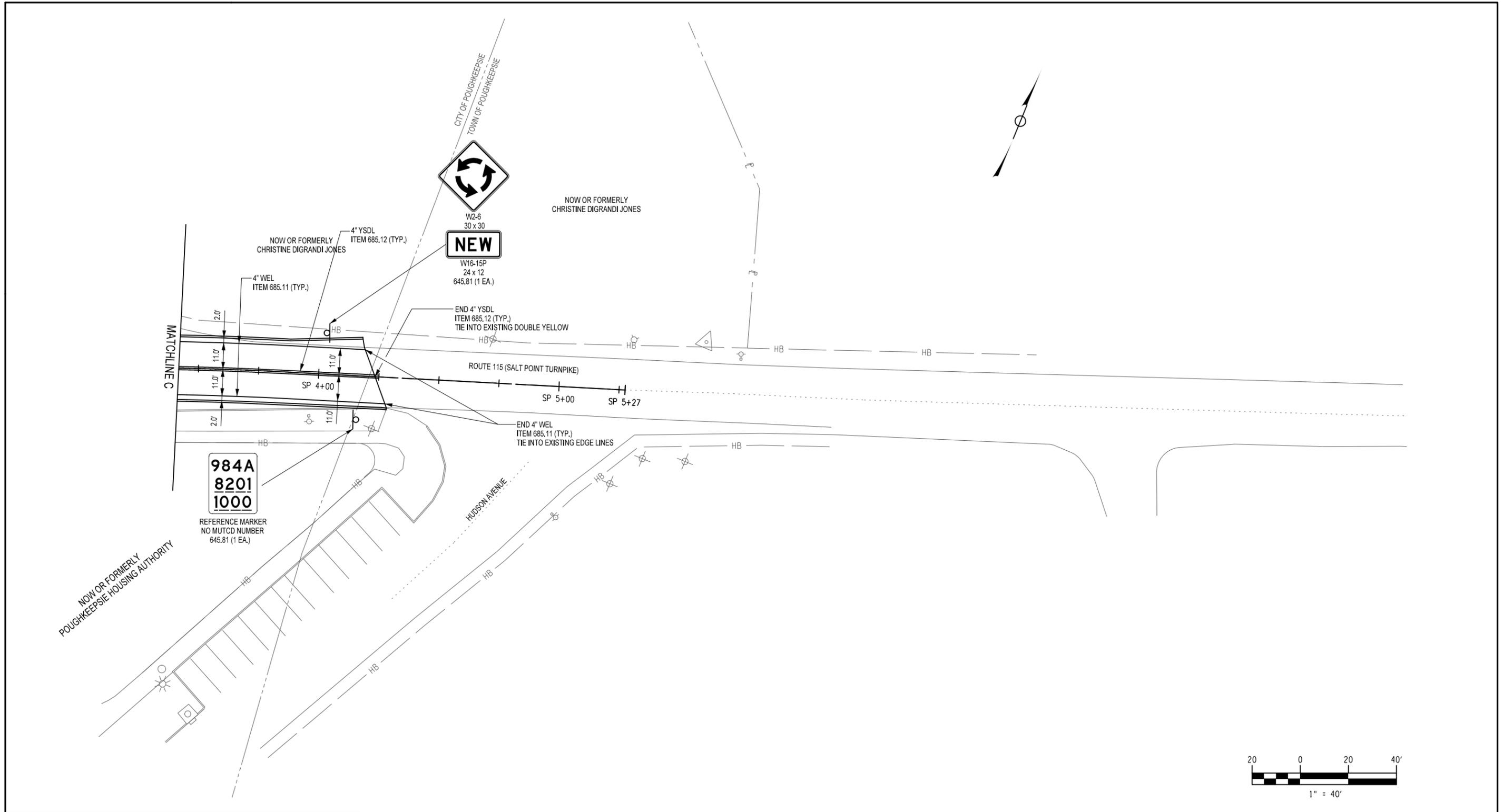
CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: SIGNING AND STRIPING PLAN 3
SCALE: AS SHOWN	DRAWING: SPP-3
DATE: JULY 2016	SHEET: 41 of 53

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DESIGN



AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

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CITY OF POUGHKEEPSIE
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POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: SIGNING AND STRIPING PLAN 4
SCALE: AS SHOWN	DRAWING: SPP-4
DATE: JULY 2016	SHEET: 42 of 53

DRAINAGE TABLE

STRUCTURE NO. / ID	LOCATION INLET TO OUTLET	TG ELEV. (EXIST.)	FRAME TYPE	STRUCT. TYPE	PIPE INVERTS		PROPOSED WORK	203.07	206.0201	552.17	603.6002	603.6003	603.6005	603.6009	604.300673	604.301873	604.302192	604.4060	604.4096	623.12	655.0703	655.0706	655.0903	655.1201	
					INLET (EXIST.)	OUTLET (EXIST.)																			
DR 1-1	STA. CR 1+65.204, 103.09' LT	182.50	MH FRAME/GRATE	96	(177.180) (178.388)	177.18	CUT EXISTING 30" AND 14" CLAY PIPES FLUSH TO INSIDE WALL OF PROPOSED MANHOLE (SEE NOTE 13). REPLACE DR EX. 1 WITH TYPE 96 ROUND MANHOLE WITH MANHOLE GRATE. INSTALL 89.75 FT OF 36" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-15 (SEE DETAIL DWG. NO. DD-1 TRENCH DETAIL BETWEEN DR 1-1 AND DR 1-15).	101.12	215.96	1,391				89.75					5.65						1
DR 1-2	STA. SM 3+36.236, 13.14 LT	182.59	CAST F3	R		178.84	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL (SEE 'DETAIL F' DWG. NO. DD-3). INSTALL 98.19 FT OF 18" RCP. BACKFILL WITH CRUSHED STONE (SEE DWG. NO. DD-2). CONNECT TO DR 1-3.	10.91	77.59		98.19					3.96				58.96			1		
DR 1-3	STA. SM 4+40.687, 13.01' LT	182.29	CAST F3	R	178.04	178.04	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL SIDE OF STRUCTURE WITH STORM DRAIN INLET WITH CRUSHED STONE (SEE 'DETAIL H' DWG. NO. DD-3). INSTALL 22.65 FT OF 18" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-4.	14.53	41.20	176		22.65				4.46				6.98			1		
DR 1-4	STA. SM 4+34.083, 13.00' RT	182.19	CAST F3	R	177.84	177.84	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL SIDE OF STRUCTURE WITH STORM DRAIN OUTLET WITH CRUSHED STONE (SEE 'DETAIL H' DWG. NO. DD-3). INSTALL 58.64 FT OF 18" RCP. BACKFILL WITH CRUSHED STONE (SEE 'DETAIL D' DWG. NO. DD-2). CONNECT TO DR 1-6.	6.23	57.51	746		58.64			4.56					43.47			1		
DR 1-5	STA. SM 5+01.869, 44.39' RT	181.55	PAR. BAR FRAME	U		177.80	INSTALL TYPE U STRUCTURE WITH PARALLEL BAR FRAME 12 PCB & PARALLEL BAR GRATE 12 PCB. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL. INSTALL 22.16 FT OF 18" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-6.	16.34	26.41	172	22.16						4.63							1	
DR 1-6	STA. SM 4+98.457, 20.55' RT	182.15	CAST F3	R	177.40 177.40	177.40	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH CRUSHED STONE (SEE 'DETAIL G' DWG. NO. DD-3). INSTALL 59.11 FT OF 18" RCP. BACKFILL WITH CRUSHED STONE (SEE DWG. NO. DD-2). CONNECT TO DR 1-8.		58.54	823		59.11			4.96					54.62			1		
DR 1-7	STA. SM 5+88.642, 49.83' RT	182.33	CAST F3	R	177.98	177.98	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH CRUSHED STONE (SEE 'DETAIL G' DWG. NO. DD-3). INSTALL 25.30 FT OF 18" RCP. BACKFILL WITH CRUSHED STONE (SEE DETAIL DWG. NO. DD-2). CONNECT TO DR 1-8.		35.12	395		25.30			4.56					28.55			1		
DR 1-7A	STA. SM 6+08.993, 62.457' RT	182.41	CAST F3	R		178.36	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL (SEE 'DETAIL F' DWG. NO. DD-3). INSTALL 20.00 FT OF 18" RCP. BACKFILL WITH CRUSHED STONE (SEE DETAIL DWG. NO. DD-2). CONNECT TO DR 1-7.	8.52	22.54	171	20.00					4.26				8.07			1		
DR 1-8	STA. SM 5+63.871, 35.10' RT	182.14	CAST F3	R	177.21 176.91	176.71	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL WITH CRUSHED STONE (SEE 'DETAIL G' DWG. NO. DD-3). INSTALL 72.00 FT OF 24" RCP. BACKFILL PIPE TRENCH WITH SELECT GRANULAR FILL. CONNECT TO DR 1-15.	48.31	131.91	1,118		72.00			5.68		5.68			20.92			1		
DR 1-9	STA. CR 3+63.746, 15.09' RT	193.22	CAST F3	R		189.37	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL. INSTALL 23.65 FT OF 18" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-10.	17.04	33.31		23.65					4.06							1		
DR 1-10	STA. CR 3+63.970, 13.00' LT	193.28	CAST F3	R	188.88	188.88	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL WITH SELECT GRANULAR FILL (SEE 'DETAIL F' DWG. NO. DD-3). INSTALL 61.98 FT OF 18" RCP. BACKFILL WITH CRUSHED STONE (SEE DETAIL DWG. NO. DD-2). CONNECT TO DR 1-11.	9.18	41.28	168	61.98				4.61					36.39			1		
DR 1-11	STA. CR 2+98.577, 12.99' LT	188.21	CAST F3	F	184.16	183.66	INSTALL TYPE F STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL SIDE OF STRUCTURE WITH STORM DRAIN INLET WITH CRUSHED STONE (SEE 'DETAIL H' DWG. NO. DD-3). INSTALL 111.41 FT OF 18" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-14.	56.42	123.16	1,290	111.41			4.76						8.35			1		
DR 1-12	STA. CR 1+82.646, 27.83' RT	184.16	CAST F3	R		179.91	INSTALL TYPE R STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL. INSTALL 31.91 FT OF 18" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-14.	21.51	30.92	173	31.91				4.46								1		
DR 1-13	STA. CR 1+75.497, 27.11' LT	184.50	CAST F3	F		179.70	INSTALL TYPE F STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL. INSTALL 20.28 FT OF 15" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-14.	16.30	21.45		20.28			5.01									1		
DR 1-14	STA. CR 1+87.304, 6.52' LT	184.47	CAST F3	F	179.14 179.14 179.14	178.64	INSTALL TYPE F STRUCTURE WITH F3 F&G COMBINATION CURB INLET/RETICULINE GRATE. BACKFILL STRUCTURE WITH CRUSHED STONE (SEE 'DETAIL G' DWG. NO. DD-3). INSTALL 79.13 FT OF 24" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-15.	53.45	134.42	1,087		79.13		6.08						25.11			1		
DR 1-15	STA. CR 1+05.007, 26.21' LT	185.70	MH FRAME/GRATE	96	176.96 175.96 175.96	175.96	INSTALL ROUND MANHOLE TYPE 96 WITH MANHOLE GRATE. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL. INSTALL 109.32 FT OF 36" RCP. BACKFILL WITH SELECT GRANULAR FILL. CONNECT TO DR 1-16.	129.48	285.87	2,078			109.32					10.07						1	
DR 1-16	STA. SP 1+89.218, 29.10' RT	183.27	MH FRAME/GRATE	60	174.27	(174.27)	CUT EXISTING 36" CLAY PIPE FLUSH TO INSIDE WALL OF PROPOSED MANHOLE (SEE NOTE 13). INSTALL ROUND MANHOLE TYPE 60 WITH MANHOLE GRATE. BACKFILL STRUCTURE WITH SELECT GRANULAR FILL.	17.69	29.59	324								9.33						1	

NOTES

- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT CONDITIONS AND QUANTITIES AS SHOWN ON THE DRAINAGE TABLE ARE ESTIMATED. THESE CONDITIONS AND QUANTITIES ARE NOT TO BE DEEMED OR CONSIDERED BY THE CONTRACTOR AS A WARRANTY OR REPRESENTATION OF ACTUAL FIELD CONDITIONS TO BE ENCOUNTERED OR EXACT QUANTITIES OF WORK TO BE PERFORMED.
- THE CONTRACTOR SHALL BE RESPONSIBLE PRIOR TO THE COMMENCEMENT OF THE WORK, TO VERIFY LOCATIONS AND ELEVATIONS OF THE EXISTING DRAINAGE SYSTEM. IT SHOULD BE NOTED THAT THE UNDERGROUND UTILITY LINES MAY BE ENCOUNTERED DURING THE INSTALLATION OF THE NEW CLOSED DRAINAGE SYSTEM. ANY DAMAGE TO THESE FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- DRAINAGE STRUCTURE STATION OFFSETS, TOPS OF GRATE ELEVATIONS, LENGTHS OF PIPES, AND HEIGHT OF STRUCTURES SHOWN IN THE DRAINAGE TABLES ARE NOMINAL DIMENSIONS. EXACT DIMENSIONS MUST BE DETERMINED IN THE FIELD UNDER ITEM 625.01.
- ALL PIPES SHALL BE LAID EVEN WITH OR CUT FLUSH WITH THE INSIDE WALLS OF THE DRAINAGE STRUCTURE.
- IF THE EXCAVATION LIMITS FOR THE INSTALLATION OF A NEW PIPE OVERLAPS THE EXCAVATION LIMITS FOR PIPE REMOVALS, PAYMENT FOR EXCAVATION SHALL BE PAID ONLY FOR NEW PIPE INSTALLATION.
- PROTECTION OR SUPPORT SYSTEMS WHICH NEED TO BE INSTALLED IN ORDER TO PROVIDE WORKER PROTECTION AND SAFETY DURING EXCAVATION WILL BE PAID UNDER ITEM 552.17, SHIELDS AND SHORING. THIS ITEM SHALL BE USED FOR ALL TRENCH EXCAVATIONS DEEPER THAN 5.0 FT AND A.O.B.E.. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SUPPORT SYSTEM THAT WILL NOT ONLY PROTECT WORKERS WITHIN EXCAVATION, BUT ALSO SUPPORT ANY AND ALL EXISTING UTILITIES AND FACILITIES ENCOUNTERED DURING TRENCHING OPERATIONS.
- ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES, STANDARD ORDINANCES, RULES AND REGULATIONS.
- REFER TO N.Y.S. STANDARD SHEETS FOR ADDITIONAL INFORMATION.
- THE TOP OF GRATE ELEVATIONS PRESENTED IN DWGS. DRNU-1 AND DRNU-2 ARE AT THE FOLLOWING LOCATIONS:
 - FOR CB'S IN PAVED SURFACES ALONG THE EDGE OF PAVEMENT, TG ELEVATION IS AT THE CENTER OF THE STRUCTURE AT THE FACE OF CURB.
 - FOR CB'S IN PAVED SURFACES NOT ALONG THE CURBLINE, TG ELEVATION IS AT THE CENTER OF GRATE.
 - FOR CB'S NOT IN PAVED SURFACES, TG ELEVATION IS AT THE CENTER OF THE GRATE/COVER.
- THE STATION AND OFFSET LOCATION OF DRAINAGE STRUCTURES PRESENTED IN THE DRAINAGE TABLE ON DWG. DT-1 ARE AT THE FOLLOWING LOCATIONS:
 - FOR CB'S IN PAVED SURFACES ALONG THE CURBLINE, STATION AND DISTANCE IS CENTER OF STRUCTURE AND FACE OF CURB.
 - FOR CB'S IN PAVED SURFACES NOT ALONG THE CURBLINE, STATION AND DISTANCE IS AT THE CENTER OF GRATE.
 - FOR CB'S NOT IN PAVED SURFACES, STATION AND DISTANCE IS AT THE CENTER OF STRUCTURE.
- SELECT GRANULAR FILL, ITEM 203.07, SHALL BE USED AS BACKFILL AROUND STRUCTURES AND PIPES AS PER NYSDOT STANDARD SHEETS, UNLESS OTHERWISE SPECIFIED IN THE DRAINAGE TABLE, DWG. NO. DT-1.
- THE INVERT ELEVATION IN PARENTHESIS REFERS TO AN EXISTING ELEVATION INTO OR OUT OF A PROPOSED STRUCTURE. THESE ELEVATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING WORK.
- COST OF ALL WORK NECESSARY TO CUT AND FINISH EXISTING PIPE AT PROPOSED STRUCTURE SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 604.40XX. SEE NOTE 9 ON NYSDOT STANDARD SHEET 604-02 (SHEET 1 OF 4) FOR FINISHING OF PIPE ENTRIES AT STRUCTURES.

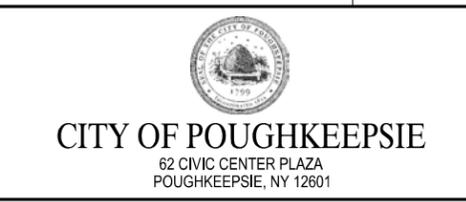
TABLE OF EXISTING DRAINAGE REMOVAL

STRUCTURE NO. / ID	STATION	SIDE	ITEM 206.05 (EA)	COMMENTS
DR EX. 1	CR 1+67.386	102.13' LT		REMOVE STRUCTURE AND 30" CLAY PIPE TO DR EX. 2. INCLUDED IN EXCAVATION OF PROPOSED STRUCTURE DR 1-1 AND 36" RCP FROM DR 1-1 TO DR 1-15 UNDER ITEM 206.0201.
DR EX. 2	CR 1+38.734	78.60' LT		REMOVE STRUCTURE, CONCRETE BOX CULVERT AND 30" CLAY PIPE TO DR EX. 3. INCLUDED IN EXCAVATION OF PROPOSED 36" RCP FROM DR 1-1 TO DR 1-15 UNDER ITEM 206.0201.
DR EX. 3	CR 1+20.029	53.08' LT		REMOVE STRUCTURE AND 30" CLAY PIPE TO DR EX. 4. INCLUDED IN EXCAVATION OF PROPOSED 36" RCP FROM DR 1-1 TO DR 1-15 UNDER ITEM 206.0201.
DR EX. 4	CR 1+09.094	37.85' LT	1	REMOVE STRUCTURE AND 36" CLAY PIPE TO DR EX. 5. INCLUDED IN EXCAVATION OF PROPOSED 36" RCP FROM DR 1-1 TO DR 1-15 AND DR 1-15 TO DR 1-16 UNDER ITEM 206.0201. A TEST PIT WILL BE DUG TO LOCATE THE EXISTING 10" CONCRETE PIPE UNDER ITEM 206.05. REMOVAL OF THE PIPE WILL BE PAID UNDER ITEM 203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL.
DR EX. 5	SP 1+46.195	13.91' RT	1	REMOVE STRUCTURE AND 50+/- FT OF 36" CLAY PIPE TO TIE INTO PROPOSED DR 1-16. INCLUDED IN EXCAVATION OF PROPOSED 36" RCP FROM DR 1-15 TO DR 1-16 UNDER ITEM 206.0201. A TEST PIT WILL BE DUG TO LOCATE AND VERIFY THE INVERT OF THE EXISTING 36" CLAY PIPE TO BE TIED INTO AT PROPOSED DR 1-16 UNDER ITEM 206.05.
DR EX. 6	SM 5+01.728	44.44' RT	1	REMOVE EXISTING STRUCTURE. INCLUDED IN EXCAVATION OF PROPOSED STRUCTURE DR 1-5 UNDER ITEM 206.0201. A TEST PIT WILL BE DUG TO LOCATE EXISTING PIPE(S) UNDER ITEM 206.05.

ITEM 203.07	SELECT GRANULAR FILL	ITEM 603.6005	REINFORCED CONCRETE PIPE CLASS III, 24 IN	ITEM 604.4060	ROUND PRECAST CONCRETE MANHOLE TYPE 60
ITEM 206.0201	TRENCH AND CULVERT EXCAVATION	ITEM 603.6009	REINFORCED CONCRETE PIPE CLASS III, 36 IN	ITEM 604.4096	ROUND PRECAST CONCRETE MANHOLE TYPE 96
ITEM 206.05	TEST PIT EXCAVATION	ITEM 604.300673	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR CAST IRON F3 FRAME	ITEM 623.12	CRUSHED STONE (IN-PLACE MEASURE)
ITEM 552.17	SHIELDS AND SHORING	ITEM 604.301873	RECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME	ITEM 655.0703	CAST FRAME F3, MOUNTABLE CURB BOX CM3 & RETICULINE GRATE G3
ITEM 603.6002	REINFORCED CONCRETE PIPE CLASS III, 15 IN	ITEM 604.302192	RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR PARALLEL BAR #12 PCB FRAME	ITEM 655.0706	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3
ITEM 603.6003	REINFORCED CONCRETE PIPE CLASS III, 18 IN			ITEM 655.0903	PARALLEL BAR FRAME 12 PCB & PARALLEL BAR GRATE 12 PCB
				ITEM 655.1201	MANHOLE FRAME AND GRATE

AS BUILT REVISIONS
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	DRAINAGE TABLES
SCALE:	AS SHOWN	DRAWING:	DT-1
DATE:	JULY 2016	SHEET:	43 of 53

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ITEM 209.13 TEMPORARY SILT FENCE			
STATION	SIDE	LENGTH	
SM 5+62.93 TO CR 4+33.60	LT	385.38 FT	
SP 4+19.43 LT TO CR 5+04.80 RT	LT/RT	523.28 FT	

ITEM 209.1702 GRAVEL BAGS DRAINAGE STRUCTURE INLET PROTECTION		
STATION	STRUCTURE ID	QUANTITY (CY)
CR 1+65.204 LT	DR 1-1	
SM 5+1.869 RT	DR 1-5	

TABLE OF PROPOSED UNDERDRAIN				
STATION		SIDE	DOWNSTREAM STRUCTURE	REMARKS
FROM	TO			
SM 2+33.61	SM 3+36.24	LT	DR 1-2	END OF CURB TO DR 1-2. OUTLET INTO DR 1-2. SEE DETAIL "B" ON DWG. DD-2.
SM 4+33.66	SM 4+40.69	LT	DR 1-3	DR 1-2 TO DR 1-3. 5 FT. STUB INTO DR 1-3. SEE DETAIL "D" ON DWG. DD-2.
CR 1+75.50	SM 4+86.10	LT	DR 1-3	DR 1-13 TO DR 1-3. SEE DETAIL "A" ON DWG. DD-2.
SM 4+86.10	SM 4+40.69	LT	DR 1-3	DR 1-13 TO DR 1-3. OUTLET INTO DR 1-3. SEE DETAIL "B" ON DWG. DD-2.
SM 2+58.68	SM 4+34.08	RT	DR 1-4	END OF CURB TO DR 1-14. OUTLET INTO DR 1-4. SEE DETAIL "B" ON DWG. DD-2.
SM 4+90.51	SM 4+98.46	RT	DR 1-6	DR 1-4 TO DR 1-6. 5 FT. STUB INTO DR 1-6. SEE DETAIL "D" ON DWG. DD-2.
SM 5+57.13	SM 5+63.87	RT	DR 1-8	DR 1-6 TO DR 1-8. 5 FT. STUB INTO DR 1-8. SEE DETAIL "E" ON DWG. DD-2.
SM 5+69.98	SM 5+63.87	RT	DR 1-8	DR 1-7 TO DR 1-8. 5 FT. STUB INTO DR 1-8. SEE DETAIL "D" ON DWG. DD-2.
SM 5+93.70	SM 5+88.64	RT	DR 1-7	DR 1-7A TO DR 1-7. 5 FT. STUB INTO DR 1-7. SEE DETAIL "D" ON DWG. DD-2.
SP 1+89.22	SP 1+79.14	RT	DR 1-7A	DR 1-16 TO DR 1-7A. SEE DETAIL "A" ON DWG. DD-2.
SP 1+79.14	SM 6+08.99	RT	DR 1-7A	DR 1-16 TO DR 1-7A. OUTLET INTO DR 1-7A. SEE DETAIL "B" ON DWG. DD-2.
CR 5+08.14	CR 3+63.97	LT	DR 1-10	END OF CURB TO DR 1-10. OUTLET INTO DR 1-10. SEE DETAIL "B" ON DWG. DD-2.
CR 3+05.52	CR 2+98.58	LT	DR 1-11	DR 1-10 TO DR 1-11. 5 FT. STUB INTO DR 1-11. SEE DETAIL "D" ON DWG. DD-2.
CR 2+98.58	CR 2+00.41	LT	DR 1-13	DR 1-11 TO DR 1-13. SEE DETAIL "B" ON DWG. DD-2.
CR 2+00.41	CR 1+75.50	LT	DR 1-13	DR 1-11 TO DR 1-13. OUTLET INTO DR 1-13. SEE DETAIL "A" ON DWG. DD-2.
CR 5+23.80	CR 3+63.75	RT	DR 1-9	END OF CURB TO DR 1-9. OUTLET INTO DR 1-9. SEE DETAIL "B" ON DWG. DD-2.
CR 3+63.75	CR 2+11.37	RT	DR 1-12	DR 1-9 TO DR 1-12. SEE DETAIL "B" ON DWG. DD-2.
CR 2+11.37	CR 1+82.65	RT	DR 1-12	DR 1-9 TO DR 1-12. OUTLET INTO DR 1-12. SEE DETAIL "A" ON DWG. DD-2.
CR 1+82.65 RT	SP 2+05.99 LT	RT/LT	DR 1-16	DR 1-12 TO "T" FOR DR 1-16. SEE DETAIL "A" ON DWG. DD-2.
SP 1+89.22 RT	SP 2+05.99 LT	RT/LT	DR 1-16	"T" ACROSS SALT POINT. OUTLET INTO DR 1-16.
SP 2+75.00	SP 2+34.52	LT	DR 1-16	HIGH POINT ON SALT POINT TO "T" FOR DR 1-16. SEE DETAIL "B" ON DWG. DD-2.
SP 2+34.52	SP 2+05.99	LT	DR 1-16	HIGH POINT ON SALT POINT TO "T" FOR DR 1-16. SEE DETAIL "A" ON DWG. DD-2.
SP 2+75.00	SP 1+94.04	RT	DR 1-16	HIGH POINT ON SALT POINT TO DR 1-16. SEE DETAIL "B" ON DWG. DD-2.
SP 1+94.04	SP 1+89.22	RT	DR 1-16	HIGH POINT ON SALT POINT TO DR 1-16. OUTLET INTO DR 1-16. SEE DETAIL "A" ON DWG. DD-2.
UNDER CURB AT INSIDE CIRCULATING LANE			DR 1-7	OUTLET INTO DR 1-7. SEE DETAIL "A" ON DWG. DD-2.

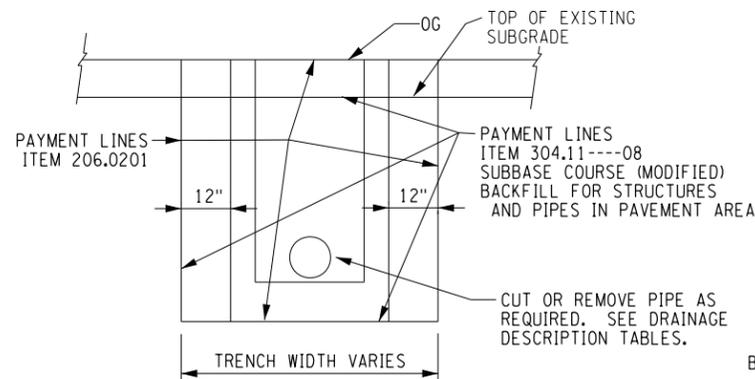
- NOTES:
- 1) ALL OF THE UNDERDRAIN SHALL BE 4" PERFORATED PIPE EXCEPT THE 50.66 FT. "T" PIECE ACROSS SALT POINT INTO DR 1-16 WHICH SHALL BE NON-PERFORATED.
 - 2) THE TRENCH FOR THE "T" PIECE ACROSS SALT POINT SHALL BE EXCAVATED AND BACKFILLED WITH SELECT GRANULAR FILL ACCORDING TO THE STANDARD SHEETS.
 - 3) A MIN. 1% SLOPE SHALL BE USED FOR ALL UNDERDRAIN EXCEPT FROM SP 2+75.00 TO SP 2+34.52 LT AND SP 2+34.52 TO SP 2+05.99 LT WHERE A 3.75% SLOPE SHALL BE USED TO MEET THE "T" AT STATION SP 2+05.99 LT.
 - 4) EXCAVATION FOR UNDERDRAIN STUBS OUTLET INTO DRAINAGE STRUCTURES SHALL BE INCLUDED IN THE EXCAVATION FOR THE STORM DRAINAGE UNDER ITEM 206.0201.

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
PN:	8757.82	TITLE:	DRAINAGE TABLES
SCALE:	AS SHOWN	DRAWING:	DT-2
DATE:	JULY 2016	SHEET:	44 of 53

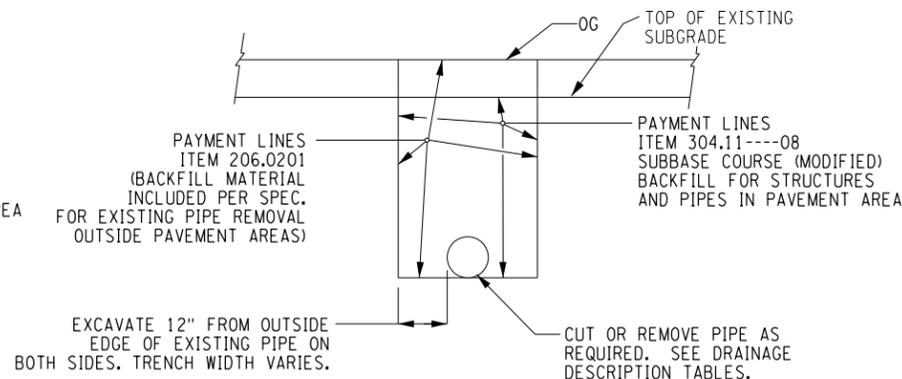


REMOVAL OF EXISTING DRAINAGE STRUCTURES

N.T.S.

NOTE:

IF THE EXCAVATION LIMITS FOR THE INSTALLATION OF A NEW STRUCTURE OVERLAPS THE EXCAVATION LIMITS FOR STRUCTURE REMOVAL, PAYMENT FOR EXCAVATION SHALL BE PAID ONLY FOR THE NEW STRUCTURE INSTALLATION.

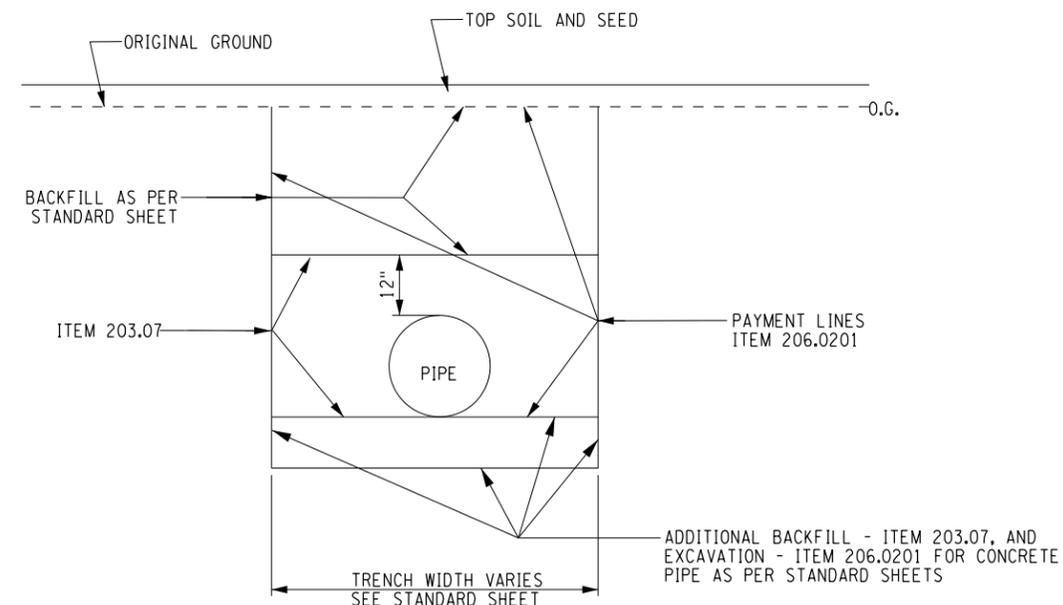


REMOVAL OF EXISTING DRAINAGE PIPE

N.T.S.

NOTE:

IF THE EXCAVATION LIMITS FOR THE INSTALLATION OF A NEW PIPE OVERLAPS THE EXCAVATION LIMITS FOR PIPE REMOVALS, PAYMENT FOR EXCAVATION SHALL BE PAID ONLY FOR NEW PIPE INSTALLATION.

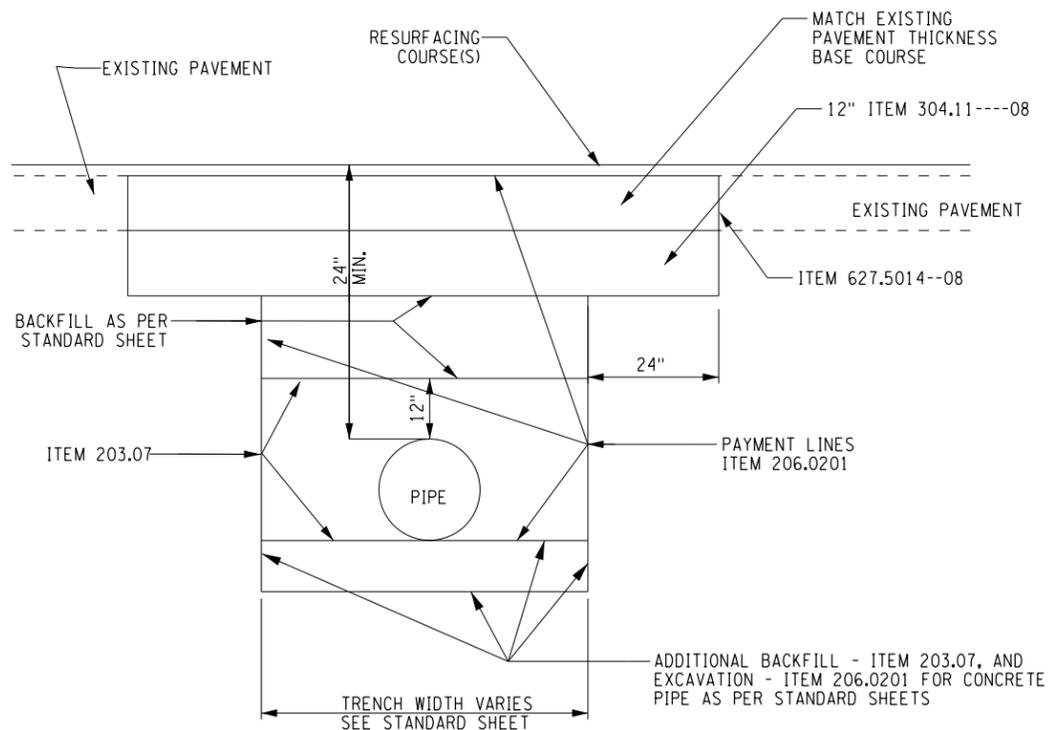


TRENCH RESTORATION FOR DRAINAGE PIPE INSTALLATION OFF PAVEMENT

N.T.S.

PIPE INSTALLATION NOTES:

1. THE TRENCH SHALL BE BACKFILLED ABOVE THE SELECT GRANULAR BACKFILL LIMIT WITH SUITABLE MATERIAL. IF MATERIAL EXCAVATED FROM THE TRENCH IS DEEMED "UNSUITABLE" BY THE ENGINEER, IT SHALL BE DISPOSED OF AS PER SECTION 206-3.03. BACKFILL OF THE TRENCH SHALL BE DONE WITH SUITABLE MATERIAL CONFORMING TO SECTION 203-1.08. THE COST OF THIS MATERIAL, REGARDLESS OF SOURCE, SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 206.0201.
2. TEMPORARY SURFACE RESTORATIONS SHALL BE REQUIRED WHEN PIPE INSTALLATIONS ARE EXCAVATED FROM ORIGINAL GROUND AND WILL BE SUBJECTED TO PEDESTRIAN OR VEHICULAR TRAFFIC. EXCAVATIONS WITHIN A ROADWAY WILL BE RESTORED WITH A MINIMUM OF 4" OF HMA OVER 6" OF COMPACTED SUBBASE GRAVEL. PEDESTRIAN AREAS AND DRIVEWAYS SHALL BE RESTORED WITH A MINIMUM OF 2" OF HMA OVER 2" OF SUBBASE GRAVEL. RESTORATIONS SHALL BE COMPLETED TO THE SATISFACTION OF THE ENGINEER. THE COST OF ALL TEMPORARY SURFACE RESTORATIONS SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS DRAINAGE ITEMS.
3. SAWCUTTING OF THE EXISTING PAVEMENT FOR THE INSTALLATION OF NEW DRAINAGE SYSTEMS SHALL BE REQUIRED WHENEVER TEMPORARY RESTORATIONS ARE REQUIRED, OR A.O.B.E. THE COST OF SAWCUTTING FOR DRAINAGE INSTALLATIONS SHALL BE INCLUDED IN THE COST OF THE VARIOUS DRAINAGE ITEMS.



PAVEMENT RESTORATION OVER DRAINAGE OR UTILITY OPERATIONS

N.T.S.

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CHECK

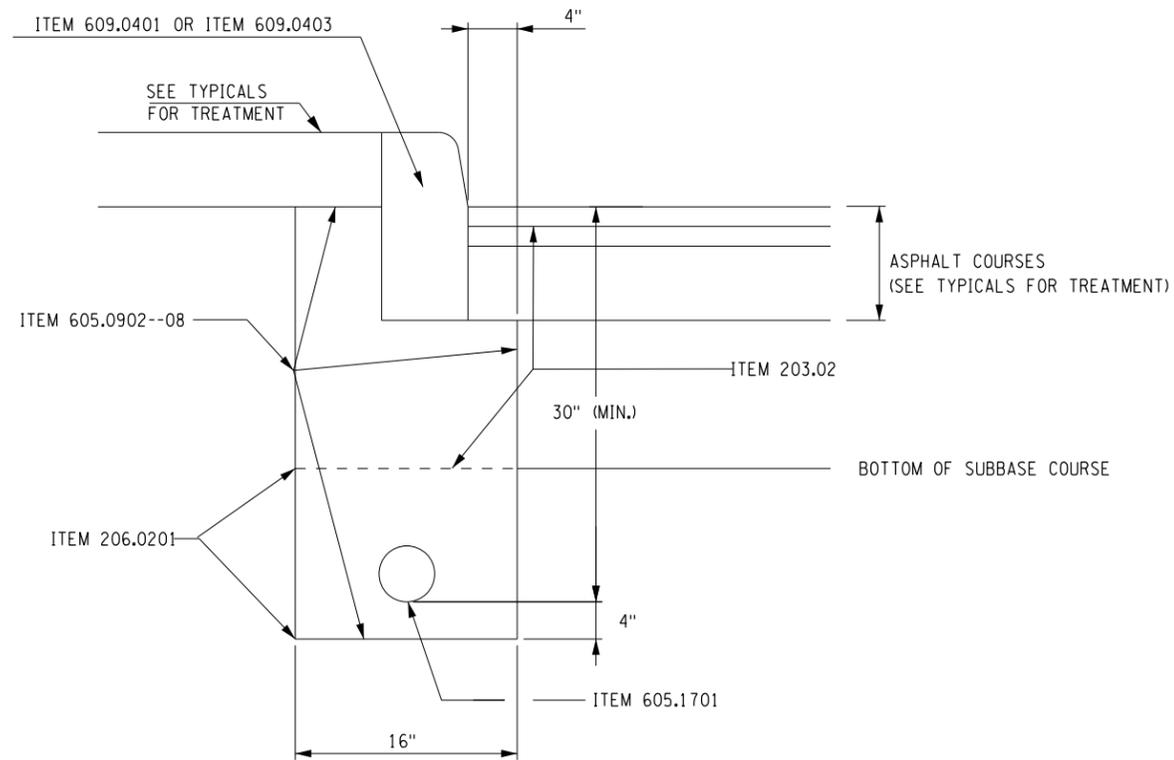
DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

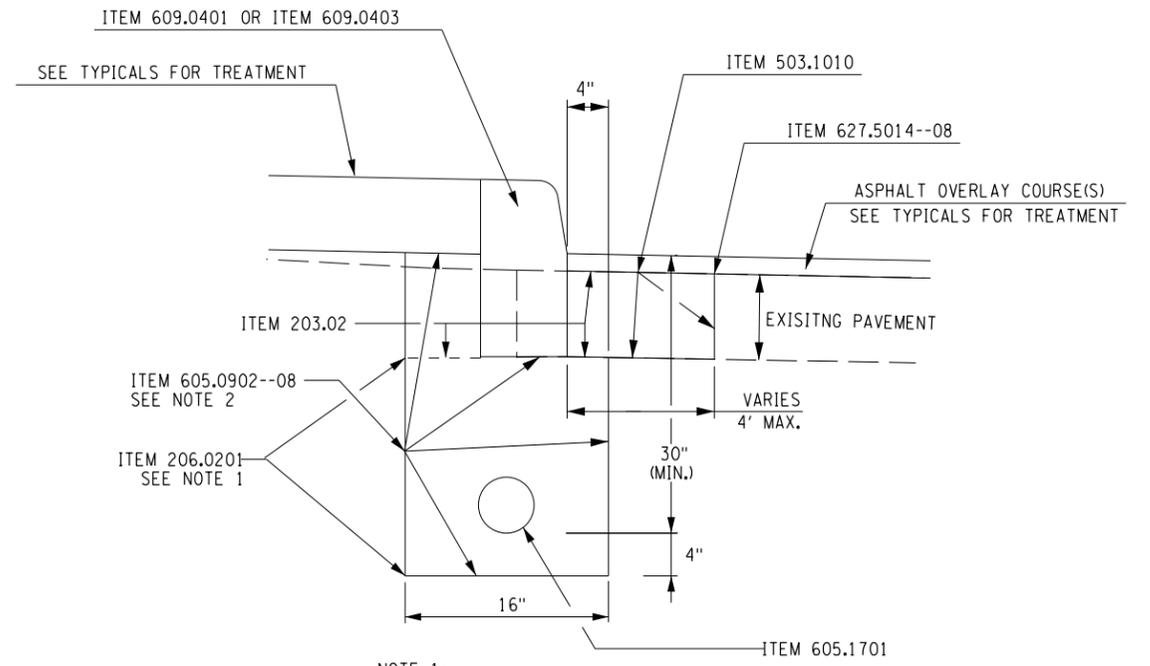
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
PIN: 8757.82	TITLE: DRAINAGE DETAILS
SCALE: N.T.S.	DRAWING: DD-1
DATE: JULY 2016	SHEET: 45 of 53



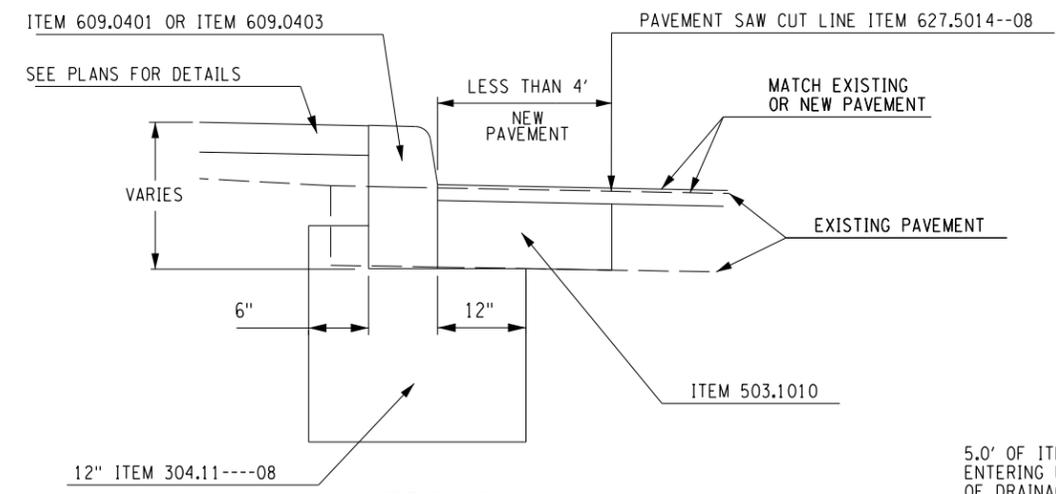
DETAIL A
 CURB WITH UNDERDRAIN AT EDGE OF FULL DEPTH RECONSTRUCTION
 (SEE TABLES FOR LOCATIONS)
 N.T.S.



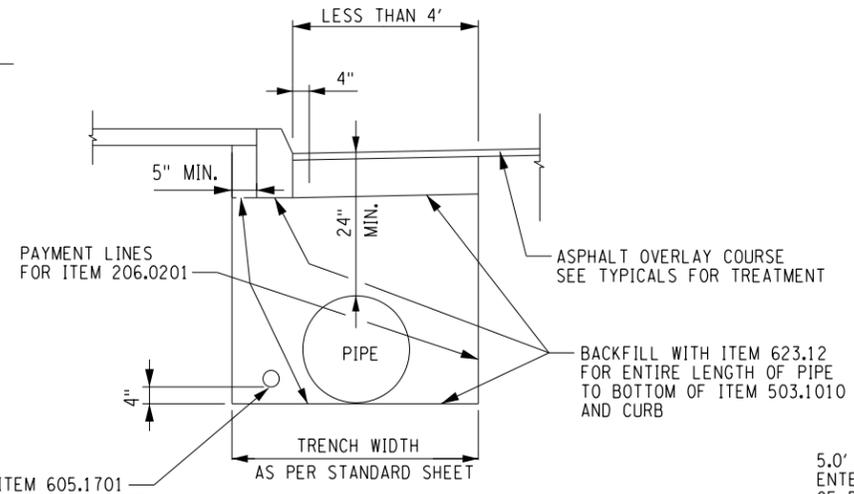
DETAIL B
 CURB WITH UNDERDRAIN AT EDGE OF EXISTING PAVEMENT (OVERLAY)
 (SEE TABLES FOR LOCATIONS)
 N.T.S.

NOTE 1:
 UPPER PAYMENT LIMIT EQUALS BOTTOM
 OF EXISTING PAVEMENT ELEVATION

NOTE 2:
 IN FRONT OF CURB UNDERDRAIN MATERIAL SHALL EXTEND
 TO THE BOTTOM OF EXISTING PAVEMENT ELEVATION

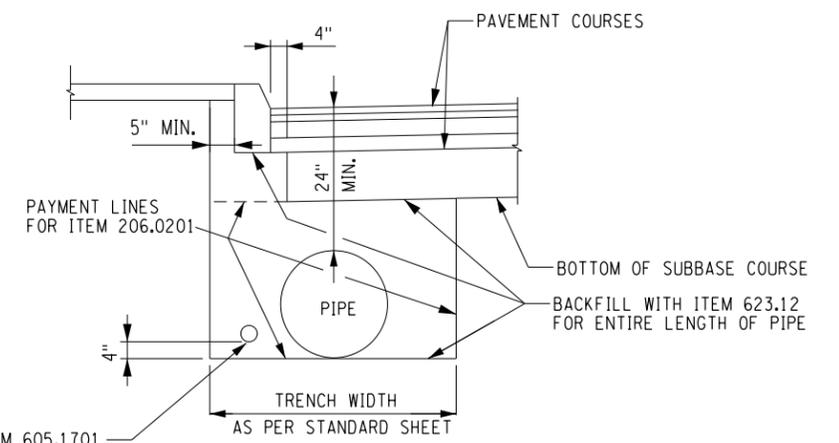


DETAIL C
 CURB AT EDGE OF EXISTING PAVEMENT WITHOUT UNDERDRAIN
 N.T.S.



DETAIL D
 UNDERDRAIN STUB AT CATCH BASIN
 ALONG EXISTING PAVEMENT (OVERLAY)
 SEE TABLE OF PROPOSED UNDERDRAIN FOR LOCATIONS
 N.T.S.

5.0' OF ITEM 605.1701
 ENTERING UPSTREAM SIDE
 OF DRAINAGE STRUCTURE
 (SEE TABLE OF PROPOSED
 UNDERDRAIN ON DWG. DT-2
 FOR LOCATIONS.)



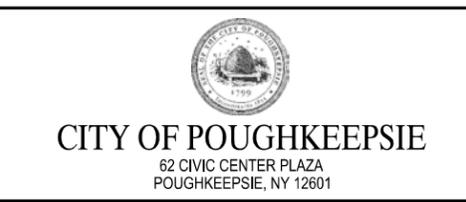
DETAIL E
 UNDERDRAIN STUB AT CATCH BASIN
 ALONG FULL DEPTH RECONSTRUCTION
 SEE TABLE OF PROPOSED UNDERDRAIN FOR LOCATIONS
 N.T.S.

5.0' OF ITEM 605.1701
 ENTERING UPSTREAM SIDE
 OF DRAINAGE STRUCTURE
 (SEE TABLE OF PROPOSED
 UNDERDRAIN ON DWG. DT-2
 FOR LOCATIONS.)

DRAFTING
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DESIGN

AS BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

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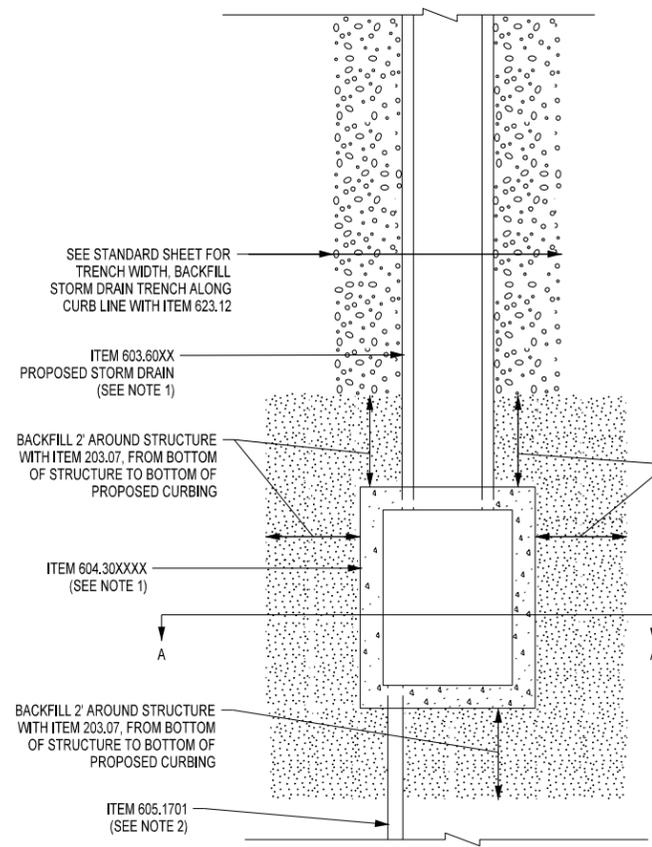


PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
PIN: 8757.82	TITLE: DRAINAGE DETAILS
SCALE: N.T.S.	DRAWING: DD-2
DATE: JULY 2016	SHEET: 46 of 53

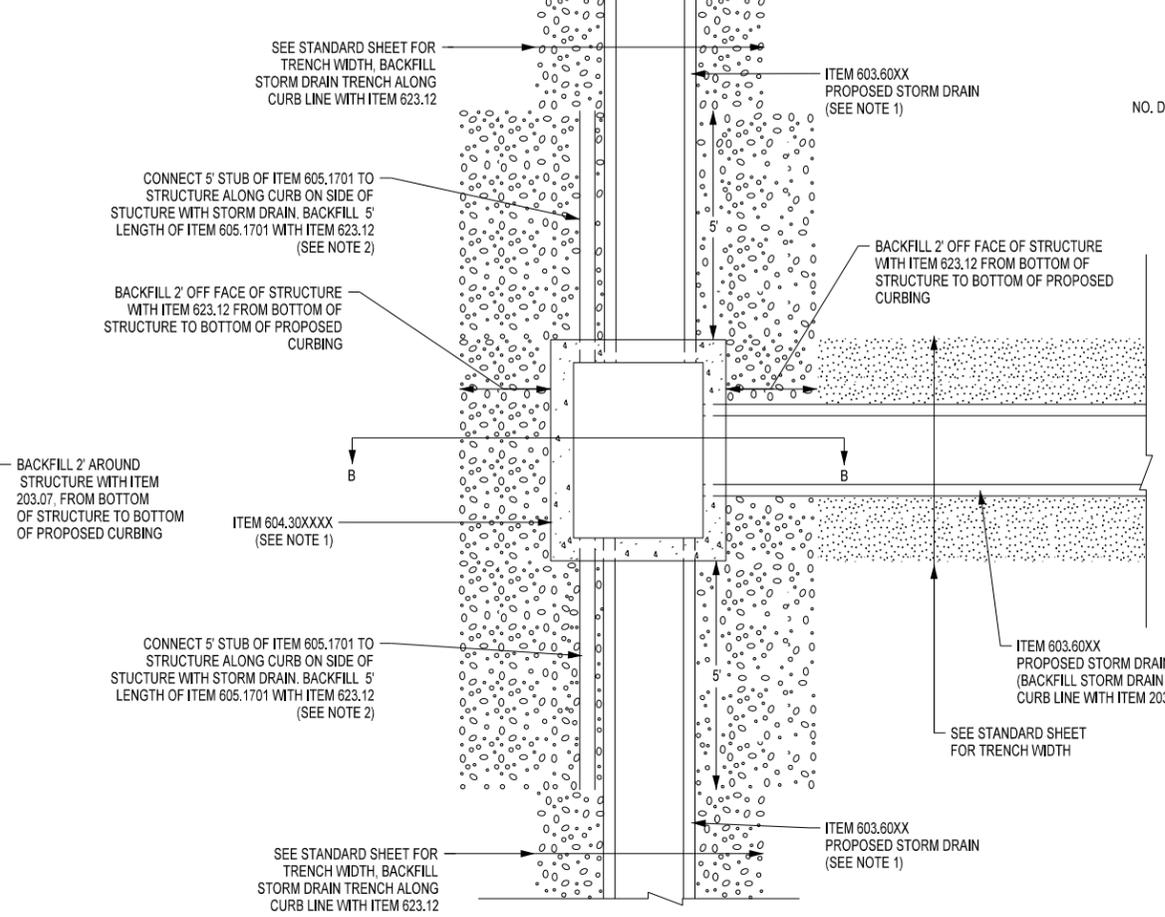
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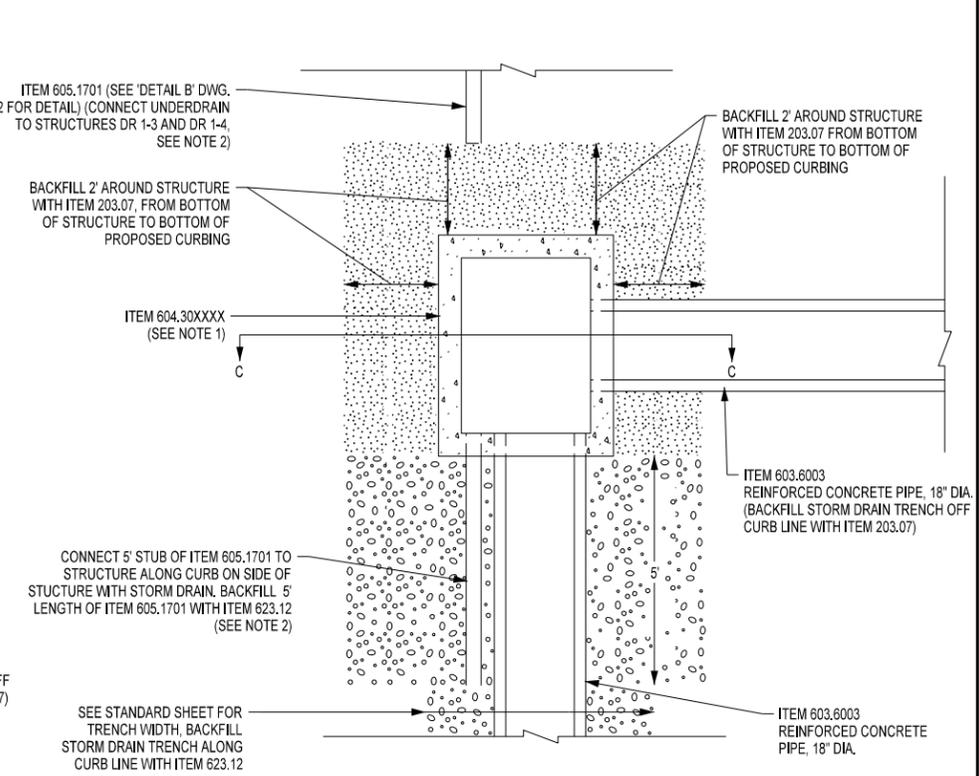
DESIGN



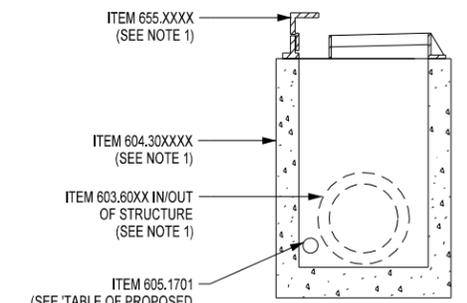
DETAIL F - BACKFILL OF STRUCTURE WITH ITEM 203.07



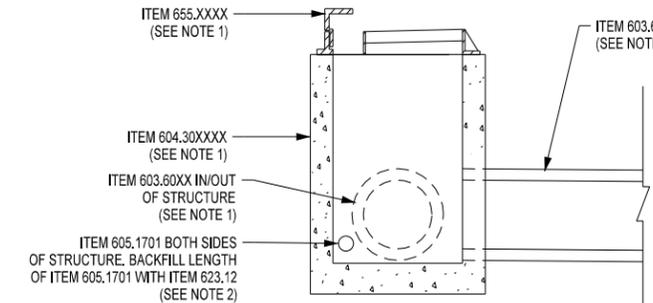
DETAIL G - BACKFILL OF STRUCTURE WITH ITEM 623.12 WITH UNDERDRAIN STUBS



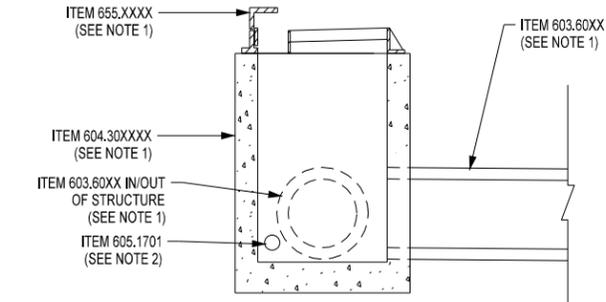
DETAIL H - BACKFILL OF STRUCTURE ON ONE SIDE WITH ITEM 623.12



SECTION A-A



SECTION B-B



SECTION C-C

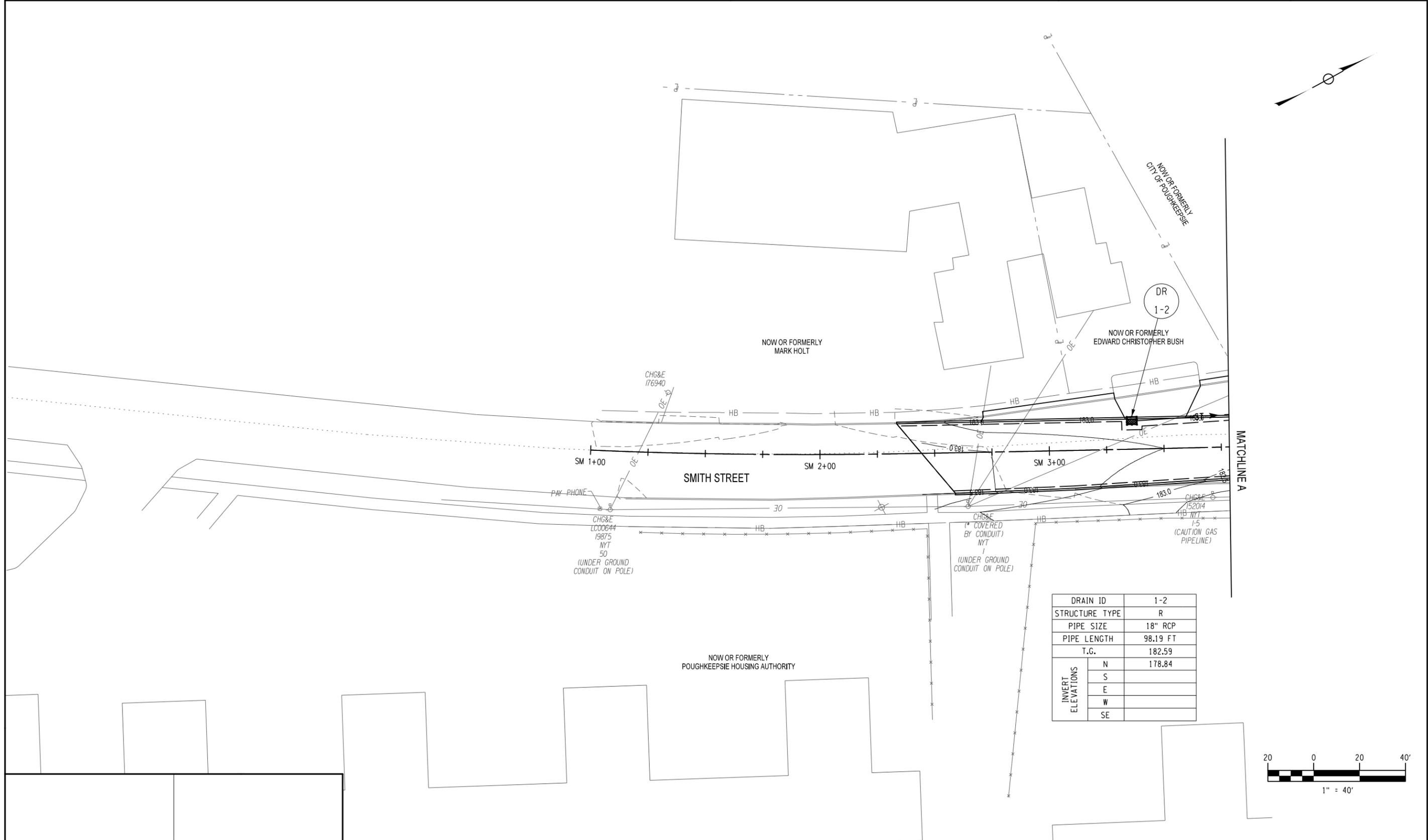
ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT	NOTES:
203.07	SELECT GRANULAR FILL	CY				1. SEE DRAINAGE TABLE (DWG. NO. DT-1) FOR ITEM NUMBER. 2. IT IS THE INTENT OF THE DRAINAGE PLANS TO BACKFILL STORM DRAINS INSTALLED ALONG THE CURB LINE WITH ITEM 623.12. IT IS ALSO THE INTENT OF THE DRAINAGE PLANS TO INSTALL 5' UNDERDRAIN STUB CONNECTIONS TO STRUCTURES THAT LIE WITHIN A STORM DRAIN TRENCH BACKFILLED WITH ITEM 623.12. REFER TO DWG. NO. DT-1 FOR TRENCH BACKFILL SPECIFIED FOR A STORM DRAIN TRENCH AND TABLE OF PROPOSED UNDERDRAIN DWG. NO. DT-2 FOR LOCATIONS OF UNDERDRAIN.
605.1701	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER	LF				
623.12	CRUSHED STONE (IN-PLACE MEASURE)	CY				

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

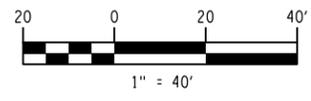
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: DRAINAGE DETAILS
SCALE: AS SHOWN	DRAWING: DD-3
DATE: JULY 2016	SHEET: 47 of 53



DRAIN ID	1-2	
STRUCTURE TYPE	R	
PIPE SIZE	18" RCP	
PIPE LENGTH	98.19 FT	
T.G.	182.59	
INVERT ELEVATIONS	N	178.84
	S	
	E	
	W	
	SE	



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AS BUILT REVISIONS
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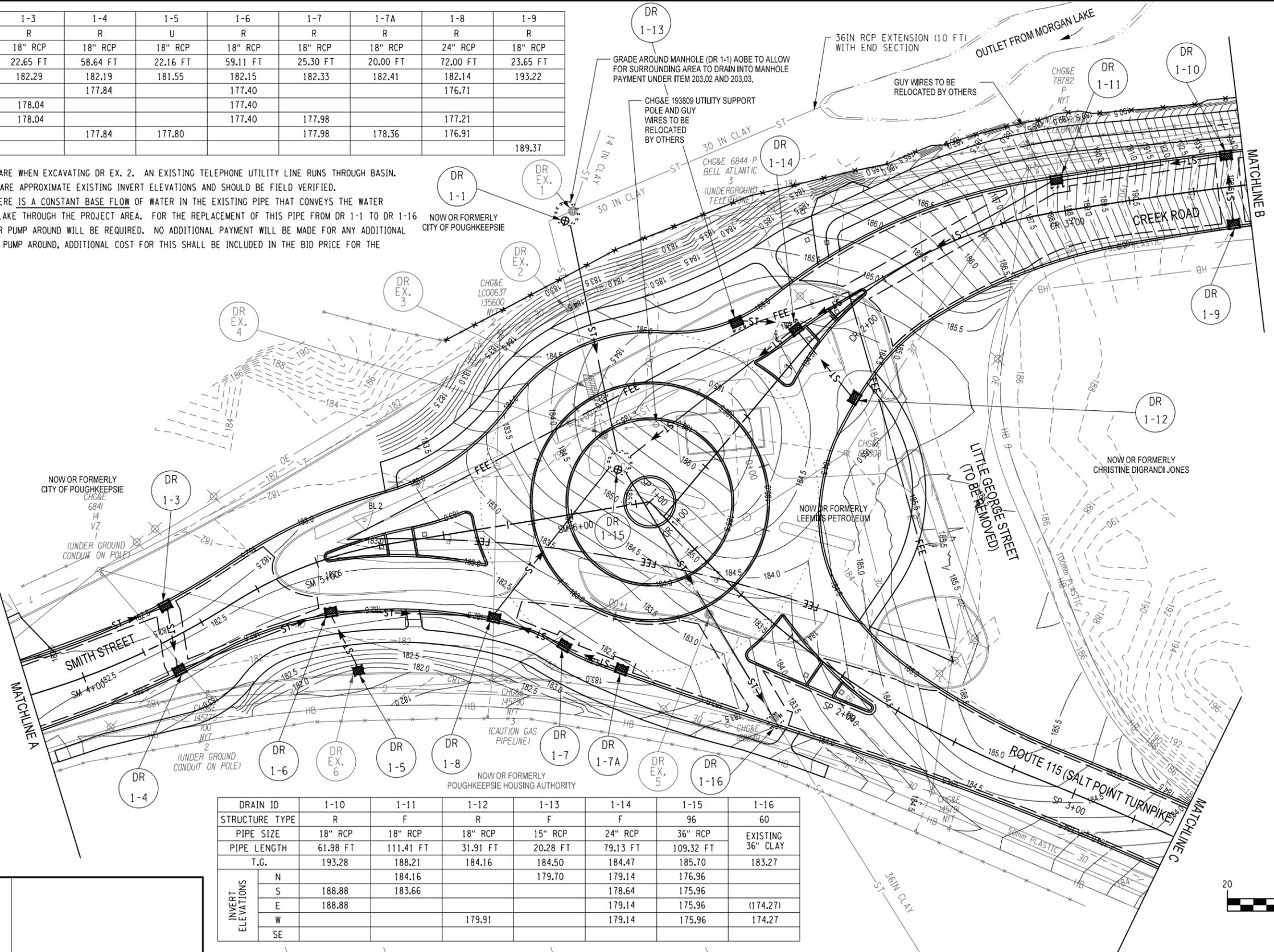
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POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: DRAINAGE AND UTILITY PLAN 1
SCALE: AS SHOWN	DRAWING: DRNU-1
DATE: JULY 2016	SHEET: 48 of 53

DRAIN ID	1-1	1-3	1-4	1-5	1-6	1-7	1-7A	1-8	1-9
STRUCTURE TYPE	96	R	R	U	R	R	R	R	R
PIPE SIZE	36" RCP	18" RCP	18" RCP	18" RCP	18" RCP	18" RCP	18" RCP	24" RCP	18" RCP
PIPE LENGTH	89.75 FT	22.65 FT	58.64 FT	22.16 FT	59.11 FT	25.30 FT	20.00 FT	72.00 FT	23.65 FT
T.G.	182.50	182.29	182.19	181.55	182.15	182.33	182.41	182.14	193.22
INVERT ELEVATIONS	N	(177.180)		177.84		177.40		176.71	
	S		178.04		177.40		177.40	177.21	
	E	177.18	178.04		177.40	177.98		177.21	
	W			177.84	177.80	177.98	178.36	176.91	
NW	(178.388)							189.37	

- CONTRACTOR SHALL TAKE EXTRA CARE WHEN EXCAVATING DR EX. 2. AN EXISTING TELEPHONE UTILITY LINE RUNS THROUGH BASIN.
- ALL ELEVATIONS IN PARENTHESES ARE APPROXIMATE EXISTING INVERT ELEVATIONS AND SHOULD BE FIELD VERIFIED.
- CONTRACTOR SHALL NOTE THAT THERE IS A CONSTANT BASE FLOW OF WATER IN THE EXISTING PIPE THAT CONVEYS THE WATER FROM THE OUTLET FROM MORGAN LAKE THROUGH THE PROJECT AREA. FOR THE REPLACEMENT OF THIS PIPE FROM DR 1-1 TO DR 1-16 A TEMPORARY WATER DIVERSION OR PUMP AROUND WILL BE REQUIRED. NO ADDITIONAL PAYMENT WILL BE MADE FOR ANY ADDITIONAL WORK OR MATERIAL REQUIRED FOR PUMP AROUND, ADDITIONAL COST FOR THIS SHALL BE INCLUDED IN THE BID PRICE FOR THE VARIOUS DRAINAGE ITEMS.



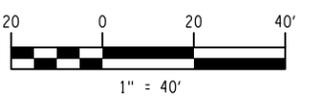
DRAIN ID	1-10	1-11	1-12	1-13	1-14	1-15	1-16
STRUCTURE TYPE	R	F	R	F	F	96	60
PIPE SIZE	18" RCP	18" RCP	18" RCP	15" RCP	24" RCP	36" RCP	EXISTING 36" CLAY
PIPE LENGTH	61.98 FT	111.41 FT	31.91 FT	20.28 FT	79.13 FT	109.32 FT	
T.G.	193.28	188.21	184.16	184.50	184.47	185.70	183.27
INVERT ELEVATIONS	N			179.70	179.14	176.96	
	S	188.88	183.66		178.64	175.96	
	E	188.88			179.14	175.96	(174.27)
	W			179.91		179.14	175.96
	SE						174.27

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DESCRIPTION OF ALTERATIONS:

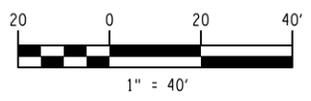
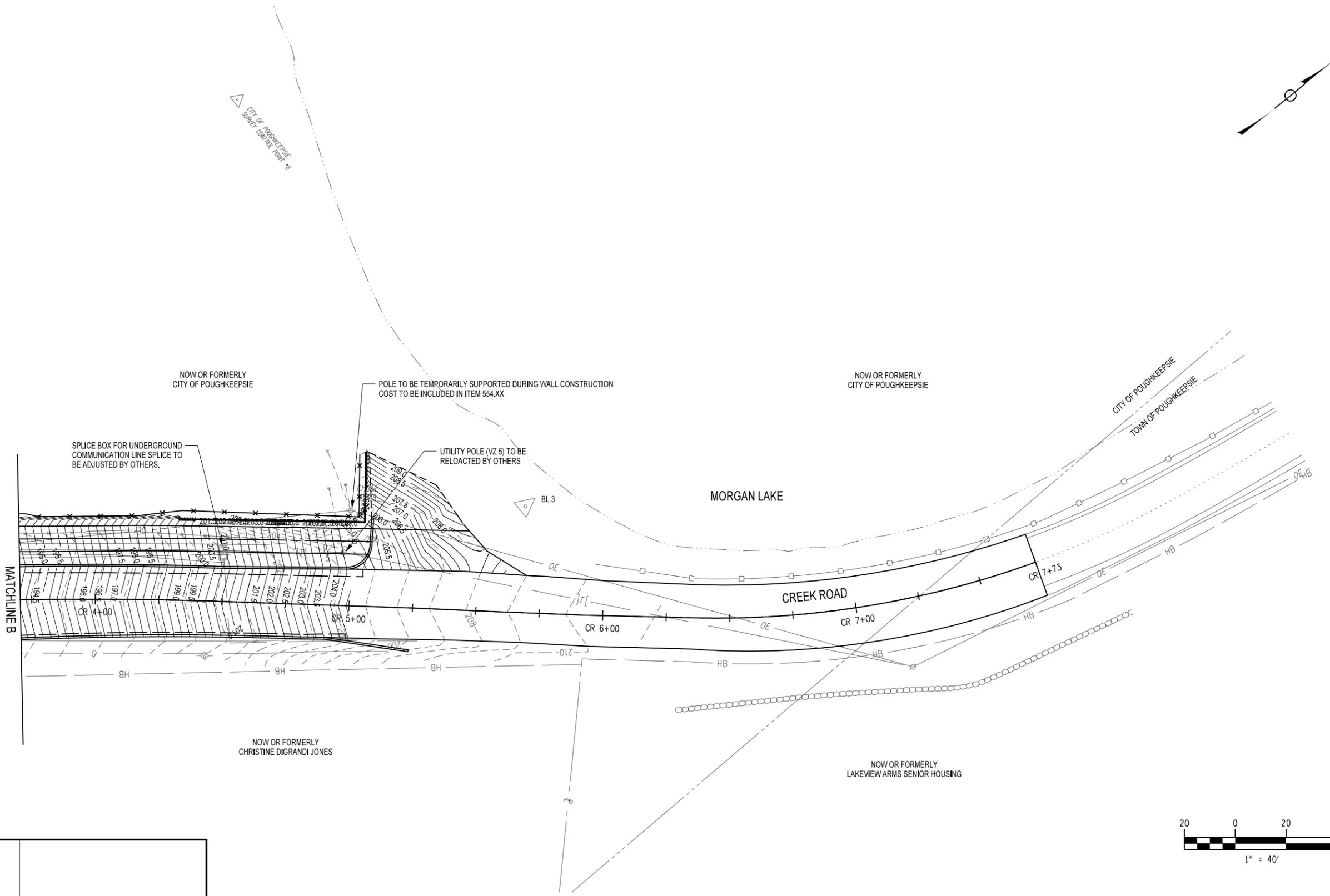
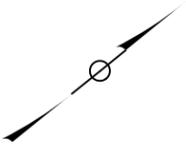
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: DRAINAGE AND UTILITY PLAN 2
SCALE: AS SHOWN	DRAWING: DRNU-2
DATE: JULY 2016	SHEET: 49 of 53



DESIGN CHECK DRAFTING



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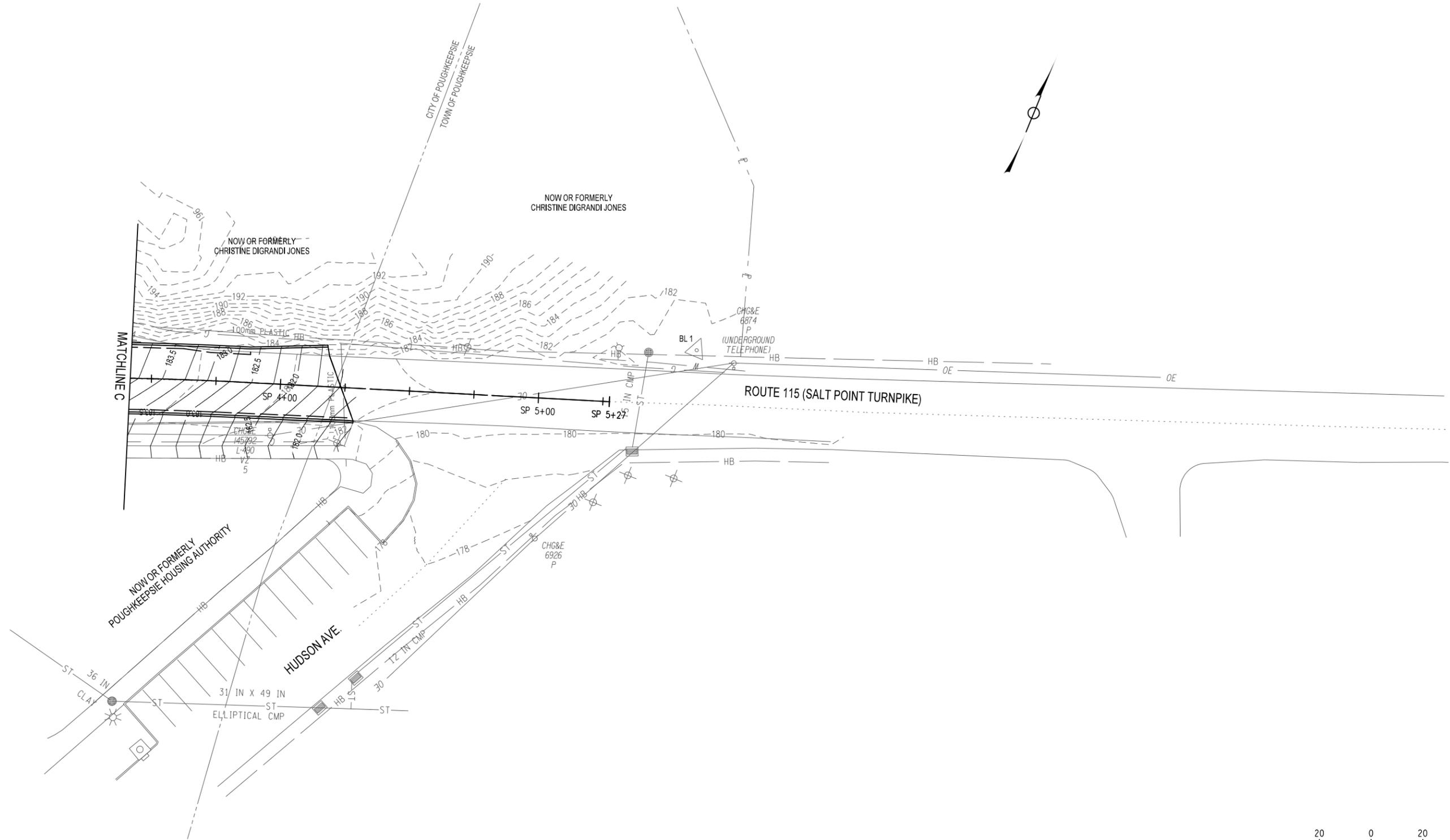
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POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: DRAINAGE AND UTILITY PLAN 3
SCALE: AS SHOWN	DRAWING: DRNU-3
DATE: JULY 2016	SHEET: 50 of 53

DRAFTING

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DESIGN



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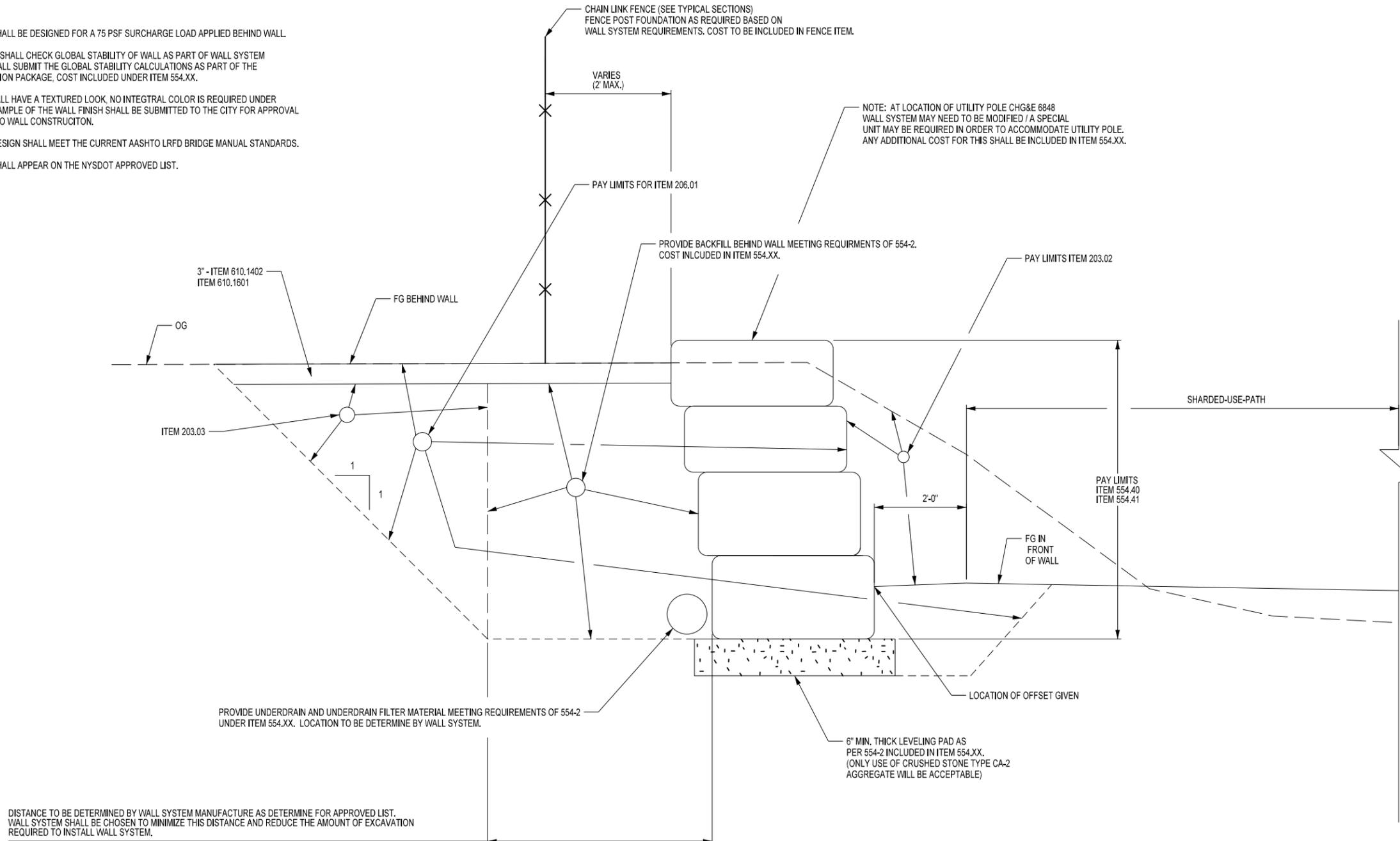


CITY OF POUGHKEEPSIE
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PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: DRAINAGE AND UTILITY PLAN 4
SCALE: AS SHOWN	DRAWING: DRNU-4
DATE: JULY 2016	SHEET: 51 of 53

NOTES:

1. WALL SYSTEM SHALL BE DESIGNED FOR A 75 PSF SURCHARGE LOAD APPLIED BEHIND WALL.
2. WALL DESIGNER SHALL CHECK GLOBAL STABILITY OF WALL AS PART OF WALL SYSTEM DESIGN AND SHALL SUBMIT THE GLOBAL STABILITY CALCULATIONS AS PART OF THE WALL CALCULATION PACKAGE. COST INCLUDED UNDER ITEM 554.XX.
3. WALL FINISH SHALL HAVE A TEXTURED LOOK. NO INTEGRAL COLOR IS REQUIRED UNDER ITEM 554.53. A SAMPLE OF THE WALL FINISH SHALL BE SUBMITTED TO THE CITY FOR APPROVAL 30 DAYS PRIOR TO WALL CONSTRUCTION.
4. WALL SYSTEM DESIGN SHALL MEET THE CURRENT AASHTO LRFD BRIDGE MANUAL STANDARDS.
5. WALL SYSTEM SHALL APPEAR ON THE NYS DOT APPROVED LIST.



RETAINING WALL SECTION

N.T.S.

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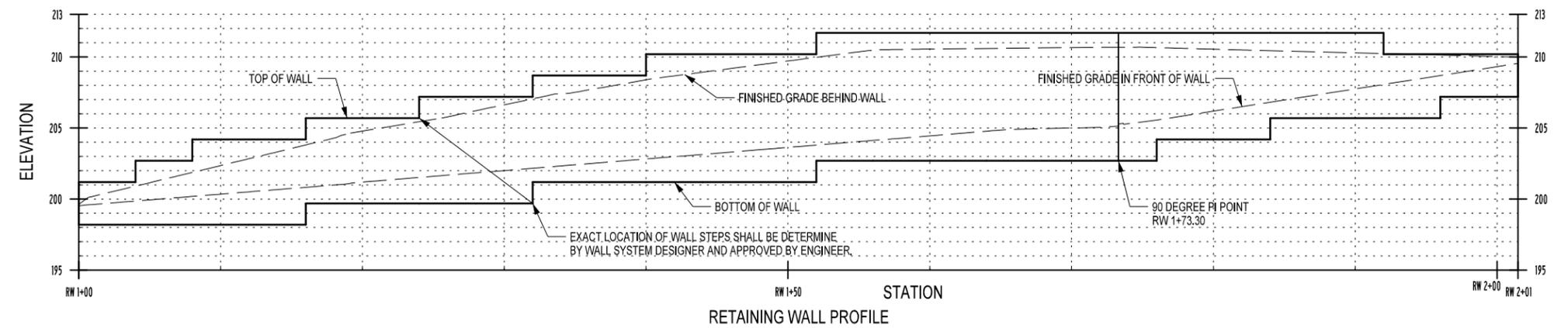
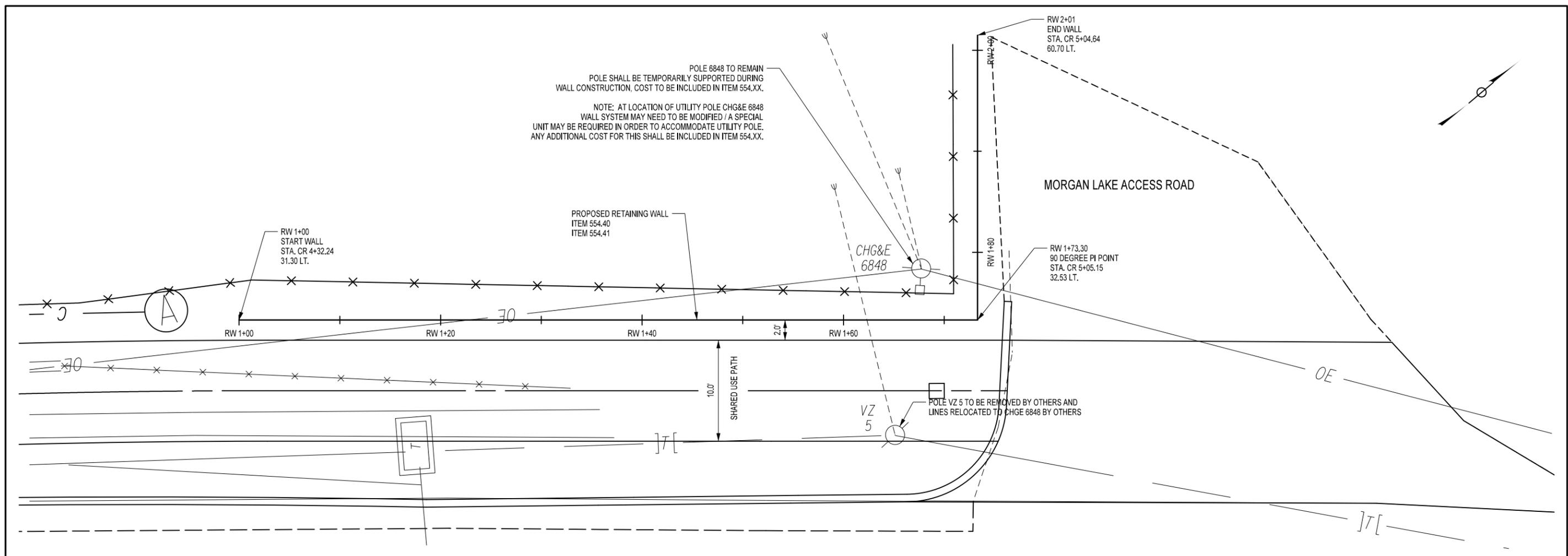
IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

HVEA
ENGINEERS
BEACON, NEW YORK 12508
(845) 838-3600
www.hveapc.com



CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS			
FIN:	8757.82	TITLE:	RETAINING WALL PLANS
SCALE:	AS SHOWN	DRAWING:	RW-1
DATE:	JULY 2016	SHEET:	52 of 53



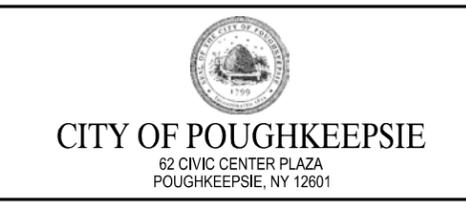
DRAFTING

CHECK

DESIGN

AS BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



PROJECT: CREEK ROAD AT SMITH & LITTLE GEORGE STREETS	
FIN: 8757.82	TITLE: RETAINING WALL PLANS
SCALE: AS SHOWN	DRAWING: RW-2
DATE: JULY 2016	SHEET: 53 of 53

ACOE NWP 3

Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for Nationwide Permits in the State of New York Expiration March 18, 2017

B. Nationwide Permits

1. Aids to Navigation. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66). (Section 10)

Permit-specific Regional Conditions (Buffalo and New York Districts): None

Water Quality Certification:

Water Quality Certification, pursuant to Section 401 of the Clean Water Act, is not required because this Nationwide Permit only authorizes activities that are regulated under Section 10 of the Rivers and Harbors Act.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41, the New York State Department of State (NYS DOS) concurs with the USACE consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied.

2. Structures in Artificial Canals. Structures constructed in artificial canals within principally residential developments where the connection of the canal to a navigable water of the United States has been previously authorized (see 33 CFR 322.5(g)). (Section 10)

Permit-specific Regional Conditions (Buffalo and New York Districts): None

Water Quality Certification:

Water Quality Certification, pursuant to Section 401 of the Clean Water Act, is not required because this Nationwide Permit only authorizes activities that are regulated under Section 10 of the Rivers and Harbors Act.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41, the New York State Department of State (NYS DOS) concurs with the USACE consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied.

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for Nationwide Permits in the State of New York Expiration March 18, 2017

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

(c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Permit-specific Regional Conditions (Buffalo and New York Districts):

a. The Nationwide General Permit Condition No. 31 – Pre-Construction Notification (PCN) for activities proposed under NWP 3.b. involving the removal of accumulated sediments and debris in the vicinity of existing structures to restore the waterway to previously existing depths, must include evidence of such depths. Such evidence may include but is not limited to: construction drawings of the original structure; or project drawings of past excavation activities in the vicinity. If this information is not available, the PCN must include evidence of the existing depths immediately outside the proposed work area.

b. Every effort should be made to prevent additional encroachment into the beds of New York waterbodies. All repair or rehabilitation activities should focus on using the area immediately landward of the existing structure. Bulkhead replacement shall be completed in-place or landward of the existing structure where practicable. When that is not practicable, a PCN shall be required for any encroachment proposed within tidal waters of the U.S. or any extensions that exceed 18 inches waterward of the existing bulkhead within non-tidal waters. The PCN must include justification for a waterward extension of the bulkhead (e.g geologic conditions, engineering requirements, etc).

Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for Nationwide Permits in the State of New York

Expiration March 18, 2017

New York District Only Permit-specific Regional Condition:

c. For those activities that require a PCN to the Corps of Engineers, and are located within Essential Fish Habitat waters as defined in Section G-D.8. below, to the maximum extent practicable, no in-water work shall occur between March 1 and June 30.

REMINDER TO APPLICANT: For projects involving culvert maintenance or replacement, please take particular note of the requirements of General Regional Conditions A.11. and A.12., below.

Section 401 Water Quality Certification:

The New York State Department of Environmental Conservation (NYSDEC) has granted blanket Section 401 Water Quality Certification in New York State provided that the project complies with **all** the General Conditions listed below in Section H. Any party conducting the activities authorized by this NWP that cannot comply with **all** these conditions must apply for and obtain an individual Section 401 Water Quality Certification from the NYSDEC.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41, the New York State Department of State (NYSDOS) concurs with the USACE consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied and with the additional condition(s), as follows:

The NYSDOS concurs with the Corps' consistency determination for NWP 3 anywhere in the New York coastal area where the activities to be authorized would:

- involve the repair/replacement in-place or landward, with no seaward expansion or increase in footprint; or
- for those activities proposed within the artificial canals located in Nassau and Suffolk Counties identified in Appendix A.

For activities that do not comply with the above condition, the NYSDOS objects to the Corps' consistency determination and therefore, an individual consistency concurrence determination from NYSDOS is required for this NWP to be valid in the New York coastal area. See Section I below for further information.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities. Fish and wildlife harvesting devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, and clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This NWP does not authorize artificial reefs or impoundments and semi-impoundments of waters of the United States for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. (Sections 10 and 404)

Permit-specific Regional Conditions (Buffalo and New York Districts): None

Section 401 Water Quality Certification:

The New York State Department of Environmental Conservation (NYSDEC) has granted blanket Section 401 Water Quality Certification in New York State provided that the project complies with **all** the General Conditions listed below in Section H. Any party conducting the activities authorized by this NWP that cannot comply with **all** these conditions must apply for and obtain an individual Section 401 Water Quality Certification from the NYSDEC.

REPORT OF PRE-DEMOLITION ASBESTOS
INSPECTION

REPORT OF PRE-DEMOLITION ASBESTOS INSPECTION

Location of Inspection: Former Gas Station located at Creek Rd. and Salt Point Tpk in Poughkeepsie, NY



Performed For: City of Poughkeepsie Engineering Services
62 Civic Center Plaza
Poughkeepsie, New York 12601

Date of Report: May 16, 2016

Date(s) of Inspection: May 10, 2016

Project Number: 16-19014-A

**Material or
Area Inspected:** Entire Structure

Asbestos Materials: Ceramic floor tile mortar, joint compound, all roofing

**Non-Asbestos Materials
Tested:** 12" floor tile & mastic, cove base mastic, drywall, ceramic wall tile mastic, ceramic tile grout, exterior metal door paint, interior/exterior concrete block paint, concrete block mortar, 2' x 4' ceiling tile, duct expansion, mirror mastic, metal siding caulk.

Inspection By: Alpine Environmental Services, Inc.
438 New Karner Rd.
Albany NY, 12205
www.AlpineEnv.com

Inspector(s): Matthew Fiore
Senior Industrial Hygienist
NYS DOL Asbestos Inspector (Cert. # 04-04675)

Scope and Purpose

This report is intended to document an asbestos inspection of the former gas station structure located at the intersection of Creek Rd. and Salt Point Tpk. in Poughkeepsie NY for the purpose of demolishing the structure. The inspection was performed on May 10, 2016.

“Asbestos containing materials”, as defined by the United States Environmental Protection Agency (EPA), is any material containing greater than 1% by weight of asbestos. Friable samples (samples easily crushed/pulverized by hand pressure), were analyzed via Polarized Light Microscopy (PLM) and Non-Friable samples (samples not easily crushed/pulverized by hand pressure), were analyzed via Transmission Electron Microscopy (TEM) by EMSL Laboratory of New York, New York, a New York State Department of Health Approved Laboratory (ELAP #11506). As of April 2011 the NYS Department of Health requires that ceiling tiles be analyzed by TEM if they contain cellulose.

Structure Description

The structure inspected is a one story concrete block building over a slab on grade. The interior walls are mostly concrete block with some nailed on paneling (no mastic) in the office and drywall in the bathroom. The floors are bare concrete. The heating system is forced hot air. The electrical wire was plastic coated. Only non-insulated piping was observed. No window caulk was observed. No vermiculite insulation within the concrete block cavities was observed.

Results of Asbestos Inspection

TABLE 1. Asbestos Containing Materials – Creek Rd. and Salt Point Tpk. Poughkeepsie, NY

Homogeneous Area	Location	Substrate	Condition	*Estimated Dimensions	*Estimated Quantity	Friable	Sample #
Ceramic Floor Tile Mortar	Bathrooms	Concrete	Damaged	8' x 10' Each Bathroom	160 Sq ft	Yes	04-01
Joint Compound	Ceiling in Heater Room and Breaker Room	Wood	Damaged	20' x 10'	200 Sq Ft	Yes	01-01
Roofing/ Flashing Tar	Roof	Wood	Good	35' X 20'	700 Sq Ft	No	18-02, 20-01, 21-01

***Dimensions and Quantities are estimates only and should be field verified by the contractor.**

TABLE 2. Non- Asbestos Containing Materials - Creek Rd. and Salt Point Tpk. Poughkeepsie, NY

Non-Asbestos Materials	Locations	Sample #'s
12" Floor Tile& Mastic	Front Section	12-01, 12-02, 11-01, 11-02
Cove base mastic	Front Section	09-01, 09-02
Drywall	Ceiling In Heater Room and Breaker Room	02-01, 02-02
Ceramic Wall Tile Mastic	Bathrooms - Walls	08-01, 08-02
Ceramic Tile Grout	Bathrooms - Floors And Walls	05-01 to 06-02
Metal Door Paint	Front Section - Exterior	16-01, 16-02
Concrete Block Paint	Interior/Exterior	14-01 to 15-02
Concrete Block Mortar	Perimeter Walls	07-01, 07-02
2' X 4' Ceiling Tile	Front Section And Bathrooms	13-01, 13-02
Duct Expansion	Heater Room	03-01, 03-02
Mirror Mastic	Woman's Bathroom	10-01, 10-02
Metal Siding Caulk	Exterior	17-01, 17-02

Conclusion

According to 12 NYCRR 56, the building owner (or owner's agent) is required to transmit this asbestos inspection report to any local government permit issuing agency (i.e. building department) for any demolition, renovation or remodeling.

In addition, if this inspection is for the purposes of demolition, the building owner (or owner's agent) is also required to transmit this inspection report to the Asbestos Control Bureau, New York State Department of Labor.

This inspection report is required to be displayed on site during all related construction work.

Disturbance/Abatement of any asbestos containing materials, as well as air monitoring, must be performed by a NYS DOL licensed contractor, in accordance with state and federal regulations (NYS DOL ICR 56 and US EPA 40 CFR).

If I can be of any further assistance to you on this matter, please contact me at (518) 250-4047 Ext 315.
MattF@AlpineEnv.com

Sincerely,

Alpine Environmental Services, Inc.



Matthew Fiore (#04-04675)

NYS Department of Labor Asbestos Inspector

Enclosures: Sample Results, Alpine's Handling License, Inspector Certificates and EMSL ELAP Certificate



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031613147
Customer ID: ALPI50
Customer PO:
Project ID:

Attention: Alpine Environmental Services
438 New Karner Road
Albany, NY 12205
Phone: (518) 250-4047
Fax:
Received Date: 5/12/2016 10:42 AM
Analysis Date: 5/15/2016
Collected Date: 5/10/2016
Project: 16-19014-A/ FORMER GAS STATION/ CREEK RD. AND SALK POINT TPK

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 01-01 031613147-0001		Description	CEILING ABOVE HEATER - JOINT COMPOUND		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Tan		44.00% Ca Carbonate 54.51% Non-fibrous (other)	1.49% Chrysotile
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 01-02 031613147-0002		Description	CEILING ABOVE HEATER - JOINT COMPOUND		
		Homogeneity			
PLM NYS 198.1 Friable	5/15/2016				Positive Stop
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 02-01 031613147-0003		Description	CEILING ABOVE HEATER - DRYWALL		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray	5.00% Cellulose	67.00% Gypsum 28.00% Non-fibrous (other)	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 02-02 031613147-0004		Description	CEILING ABOVE HEATER - DRYWALL		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray/White	2.00% Cellulose	50.00% Gypsum 48.00% Non-fibrous (other)	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 03-01 031613147-0005		Description	HEATER ROOM - DUCT EXPANSION		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray	48.00% Glass	36.00% Gypsum 16.00% Non-fibrous (other)	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed

Initial Report From: 05/15/2016 14:18:41



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
 Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com / manhattanlab@emsl.com>

EMSL Order: 031613147
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 03-02 031613147-0006		Description	HEATER ROOM - DUCT EXPANSION		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray	70.00% Glass	20.00% Gypsum 10.00% Non-fibrous (other)	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 04-01 031613147-0007		Description	BATHROOMS CERAMIC FLOOR TILE - MORTAR		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Tan		33.00% Ca Carbonate 35.45% Non-fibrous (other) 30.00% Quartz	1.55% Chrysotile
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 04-02 031613147-0008		Description	BATHROOMS CERAMIC FLOOR TILE - MORTAR		
		Homogeneity			
PLM NYS 198.1 Friable	5/15/2016				Positive Stop
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 05-01 031613147-0009		Description	BATHROOMS CERAMIC FLOOR TILE - GROUT		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray		32.00% Ca Carbonate 13.00% Non-fibrous (other) 55.00% Quartz	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 05-02 031613147-0010		Description	BATHROOMS CERAMIC FLOOR TILE - GROUT		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray		25.00% Ca Carbonate 35.00% Non-fibrous (other) 40.00% Quartz	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 06-01 031613147-0011		Description	BATHROOMS CERAMIC FLOOR TILE - GROUT		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	White		30.00% Ca Carbonate 28.00% Non-fibrous (other) 42.00% Quartz	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed

Initial Report From: 05/15/2016 14:18:41



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com / manhattanlab@emsl.com>

EMSL Order: 031613147
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 06-02 031613147-0012		Description	BATHROOMS CERAMIC FLOOR TILE - GROUT		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	White		35.00% Ca Carbonate 30.00% Gypsum 20.00% Non-fibrous (other) 15.00% Quartz	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 07-01 031613147-0013		Description	CONCRETE BLOCK - MORTAR		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray		35.00% Ca Carbonate 22.00% Non-fibrous (other) 43.00% Quartz	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed
Sample ID 07-02 031613147-0014		Description	CONCRETE BLOCK - MORTAR		
		Homogeneity	Homogeneous		
PLM NYS 198.1 Friable	5/15/2016	Gray		25.00% Ca Carbonate 25.00% Gypsum 15.00% Non-fibrous (other) 35.00% Quartz	None Detected
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB					Not Analyzed
TEM NYS 198.4 NOB					Not Analyzed

Initial Report From: 05/15/2016 14:18:41



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031613147
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk Materials via NYS ELAP Approved Methods . The reference number for these samples is the EMSL Order ID above . Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 5/12/2016
Analysis Completed Date: 5/15/2016

Sample Receipt Time: 10:42 AM
Analysis Completed Time: 5:16 AM

Analyst(s):

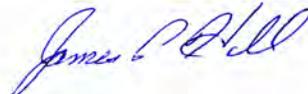


Deen Liang PLM NYS 198.1 Friable (6)



Jessica Cox PLM NYS 198.1 Friable (6)

Samples reviewed and approved by:



James Hall, Laboratory Manager
or Other Approved Signatory

NOB = Non Friable Organically Bound N/A = Not Applicable VCM = Vermiculite Containing Material
-In New York State, TEM is currently the only method that can be used to determine if NOB materials can be considered or treated as non -asbestos containing.
All samples examined for the presence of vermiculite when analyzed via NYS 198.1.
-NYS Guidelines for Vermiculite containing samples are available at http://www.wadsworth.org/labcert/elapcert/forms/VermiculiteInterimGuidance_Rev070913.pdf EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations . Interpretation and use of test results are the responsibility of the client. Samples were received in good condition unless otherwise noted.
This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. This report may contain data that is not covered by the NVLAP accreditation .

Samples analyzed by EMSL Analytical, Inc. New York, NY NYS ELAP 11506

Initial Report From: 05/15/2016 14:18:41

031613147

CHAIN OF CUSTODY

Client: Alpine Environmental Services Project: Former Gas Station - Creek Rd. and Salt Point Tpk
 Project Number: 16-19014-A
 Contact: Matthew Fiore Sampled By: Matthew Fiore
 Phone: 518-250-4047 Date / Time Collected: 5/10/2016
 Turnaround Time: 72 hr P.O. Number: _____

Log No.	Sample No.	Sample Location	Sample Material	Analysis	Results
	01-01	Ceiling Above Heater	Joint Compound	NYS Stratified PLM	Stop At First Positive
	01-02	Ceiling Above Heater	Joint Compound	NYS Stratified PLM	↓
	02-01	Ceiling Above Heater	Drywall	NYS Stratified PLM	Stop At First Positive
	02-02	Ceiling Above Heater	Drywall	NYS Stratified PLM	↓
	03-01	Heater Room	Duct Expansion	NYS Stratified PLM	Stop At First Positive
	03-02	Heater Room	Duct Expansion	NYS Stratified PLM	↓
	04-01	Bathrooms Ceramic Floor Tile	Mortar	NYS Stratified PLM	Stop At First Positive
	04-02	Bathrooms Ceramic Floor Tile	Mortar	NYS Stratified PLM	↓
	05-01	Bathrooms Ceramic Floor Tile	Grout	NYS Stratified PLM	Stop At First Positive
	05-02	Bathrooms Ceramic Floor Tile	Grout	NYS Stratified PLM	↓
	06-01	Bathrooms Ceramic Wall Tile	Grout	NYS Stratified PLM	Stop At First Positive
	06-02	Bathrooms Ceramic Wall Tile	Grout	NYS Stratified PLM	↓
	07-01	Concrete Block	Mortar	NYS Stratified PLM	Stop At First Positive
	07-02	Concrete Block	Mortar	NYS Stratified PLM	↓

Fax
5/11/16

ENGL. MATERIALS LAB
RECEIVED
MAY 12 2016 10:42

Relinquished By:	Received By:	Date:	Time:
<i>Matthew Fiore</i>	<i>Samuel A. Dwyer</i>	5/12/16	10:42am

DL 5/11/16
5:25am

FLX 7951 3691 7050



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031613118
Customer ID: ALPI50
Customer PO:
Project ID:

Attention: Alpine Environmental Services
438 New Karner Road
Albany, NY 12205
Phone: (518) 250-4047
Fax:
Received Date: 5/12/2016 10:39 AM
Analysis Date: 5/14/2016
Collected Date: 5/10/2016
Project: 16-19014-A/ FORMER GAS STATION-CREEK RD. AND SALT POINT TPK

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 08-01 031613118-0001		Description	BATHROOMS CERAMIC WALL TILE - MASTIC		
		Homogeneity	Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Yellow			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Yellow			None Detected
Sample ID 08-02 031613118-0002		Description	BATHROOMS CERAMIC WALL TILE - MASTIC		
		Homogeneity	Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Yellow			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Yellow			None Detected
Sample ID 09-01 031613118-0003		Description	COVE BASE - MASTIC		
		Homogeneity	Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Brown			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Brown			None Detected
Sample ID 09-02 031613118-0004		Description	COVE BASE - MASTIC		
		Homogeneity	Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Brown			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Brown			None Detected
Sample ID 10-01 031613118-0005		Description	BATHROOM MINOR - MASTIC		
		Homogeneity	Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Brown			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Brown			None Detected



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EMSL Order: 031613118
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 10-02 031613118-0006		Description BATHROOM MINOR - MASTIC	Homogeneity Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Brown			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Brown			None Detected
Sample ID 11-01 031613118-0007		Description 12" FLOOR TILE - MASTIC	Homogeneity Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	White/Black			None Detected
Sample ID 11-02 031613118-0008		Description 12" FLOOR TILE - MASTIC	Homogeneity Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Black			None Detected
Sample ID 12-01 031613118-0009		Description FLOOR - 12" FLOOR TILE	Homogeneity Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Brown			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Brown			None Detected
Sample ID 12-02 031613118-0010		Description FLOOR - 12" FLOOR TILE	Homogeneity Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Brown			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Brown			None Detected
Sample ID 13-01 031613118-0011		Description CEILING - 2'x4' CEILING TILE	Homogeneity Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Gray			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Gray			None Detected

Initial Report From: 05/15/2016 01:13:18



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com / manhattanlab@emsl.com>

EMSL Order: 031613118
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 13-02 031613118-0012		Description Homogeneity	BATHROOMS CERAMIC WALL TILE - 2'x4' CEILING TILE Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Gray			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Gray			None Detected
Sample ID 14-01 031613118-0013		Description Homogeneity	INTERIOR CONCRETE BLOCK - WHITE PAINT Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	White			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	White			None Detected
Sample ID 14-02 031613118-0014		Description Homogeneity	INTERIOR CONCRETE BLOCK - TAN PAINT Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	White			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	White			None Detected
Sample ID 14-03 031613118-0015		Description Homogeneity	INTERIOR CONCRETE BLOCK - RED PAINT Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Brown			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Brown			None Detected
Sample ID 15-01 031613118-0016		Description Homogeneity	EXTERIOR CONCRETE BLOCK - WHITE PAINT Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	White			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	White			None Detected
Sample ID 15-02 031613118-0017		Description Homogeneity	EXTERIOR CONCRETE BLOCK - WHITE PAINT Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	White			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	White			None Detected

Initial Report From: 05/15/2016 01:13:18



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307 West 38th Street New York, NY 10018
 Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031613118
 Customer ID: ALPI50
 Customer PO:
 Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 16-01 031613118-0018		Description Homogeneity	METAL DOOR - GREY PAINT Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Black			None Detected
Sample ID 16-02 031613118-0019		Description Homogeneity	METAL DOOR - GREY PAINT Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Black			<1.00% Anthophyllite
Sample ID 17-01 031613118-0020		Description Homogeneity	METAL SIDING - CAULK Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	White			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	White			None Detected
Sample ID 17-02 031613118-0021		Description Homogeneity	METAL SIDING - CAULK Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	White			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	White			None Detected
Sample ID 18-01 031613118-0022		Description Homogeneity	ROOF DECK - MASTIC Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			<1.00% Chrysotile
TEM NYS 198.4 NOB	5/14/2016				Positive Stop (Not Analyzed)
Sample ID 18-02 031613118-0023		Description Homogeneity	ROOF DECK - MASTIC Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			1.20% Chrysotile
TEM NYS 198.4 NOB	5/14/2016				Positive Stop (Not Analyzed)

Initial Report From: 05/15/2016 01:13:18



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<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031613118
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 19-01 031613118-0024		Description Homogeneity	ROOF - VAPOR BARRIER Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Black			<1.00% Chrysotile
Sample ID 19-02 031613118-0025		Description Homogeneity	ROOF - VAPOR BARRIER Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			Inconclusive: None Detected
TEM NYS 198.4 NOB	5/14/2016	Black			<1.00% Chrysotile
Sample ID 20-01 031613118-0026		Description Homogeneity	ROOF BOTTOM LAYER - ROOFING Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			5.10% Chrysotile
TEM NYS 198.4 NOB	5/14/2016				Positive Stop (Not Analyzed)
Sample ID 20-02 031613118-0027		Description Homogeneity	ROOF MIDDLE LAYER - ROOFING		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016				Positive Stop (Not Analyzed)
TEM NYS 198.4 NOB	5/14/2016				Positive Stop (Not Analyzed)
Sample ID 20-03 031613118-0028		Description Homogeneity	ROOF TOP LAYER - ROOFING		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016				Positive Stop (Not Analyzed)
TEM NYS 198.4 NOB	5/14/2016				Positive Stop (Not Analyzed)
Sample ID 21-01 031613118-0029		Description Homogeneity	FLASHING - TAR Heterogeneous		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016	Black			3.40% Chrysotile
TEM NYS 198.4 NOB	5/14/2016				Positive Stop (Not Analyzed)

Initial Report From: 05/15/2016 01:13:18



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031613118
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos		Asbestos
			Fibrous	Non-Fibrous	
Sample ID 21-02 031613118-0030		Description Homogeneity	FLASHING - TAR		
PLM NYS 198.1 Friable					Not Analyzed
PLM NYS 198.6 VCM					Not Analyzed
PLM NYS 198.6 NOB	5/14/2016				Positive Stop (Not Analyzed)
TEM NYS 198.4 NOB	5/14/2016				Positive Stop (Not Analyzed)

Initial Report From: 05/15/2016 01:13:18



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031613118
Customer ID: ALPI50
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk Materials via NYS ELAP Approved Methods . The reference number for these samples is the EMSL Order ID above . Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 5/12/2016
Analysis Completed Date: 5/14/2016

Sample Receipt Time: 10:39 AM
Analysis Completed Time: 5:44 AM

Analyst(s):

Ghaly Hemaya PLM NYS 198.6 NOB (27)

Wioletta Bis TEM NYS 198.4 NOB (23)

Samples reviewed and approved by:

James Hall, Laboratory Manager
or Other Approved Signatory

NOB = Non Friable Organically Bound N/A = Not Applicable VCM = Vermiculite Containing Material

-In New York State, TEM is currently the only method that can be used to determine if NOB materials can be considered or treated as non-asbestos containing.

All samples examined for the presence of vermiculite when analyzed via NYS 198.1.

-NYS Guidelines for Vermiculite containing samples are available at http://www.wadsworth.org/labcert/elapcert/forms/VermiculiteInterimGuidance_Rev070913.pdf EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations . Interpretation and use of test results are the responsibility of the client. Samples were received in good condition unless otherwise noted.

This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. This report may contain data that is not covered by the NVLAP accreditation .

Samples analyzed by EMSL Analytical, Inc. New York, NY NYS ELAP 11506

Initial Report From: 05/15/2016 01:13:18

031613118

CHAIN OF CUSTODY

Client: Alpine Environmental Services Project: Former Gas Station - Creek Rd. and Salt Point Tpk
 Project Number: 16-19014-A
 Contact: Matthew Fiore Sampled By: Matthew Fiore
 Phone: 518-250-4047 Date / Time Collected: 5/10/2016
 Turnaround Time: 72 hr P.O. Number: _____

Log No.	Sample No.	Sample Location	Sample Material	Analysis	Results
	08-01	Bathrooms Ceramic Wall Tile	Mastic	Asbestos NYS Protocol	Stop At First Positive
	08-02	Bathrooms Ceramic Wall Tile	Mastic	Asbestos NYS Protocol	↓
	09-01	Cove Base	Mastic	Asbestos NYS Protocol	Stop At First Positive
	09-02	Cove Base	Mastic	Asbestos NYS Protocol	↓
	10-01	Bathroom Mirror	Mastic	Asbestos NYS Protocol	Stop At First Positive
	10-02	Bathroom Mirror	Mastic	Asbestos NYS Protocol	↓
	11-01	12" Floor Tile	Mastic	Asbestos NYS Protocol	Stop At First Positive
	11-02	12" Floor Tile	Mastic	Asbestos NYS Protocol	↓
	12-01	Floor	12" Floor Tile	Asbestos NYS Protocol	Stop At First Positive
	12-02	Floor	12" Floor Tile	Asbestos NYS Protocol	↓
	13-01	Ceiling	2' x 4' Ceiling Tile	Asbestos NYS Protocol	Stop At First Positive
	13-02	Bathrooms Ceramic Wall Tile	2' x 4' Ceiling Tile	Asbestos NYS Protocol	↓
	14-01	Interior Concrete Block	White Paint	Asbestos NYS Protocol	
	14-02	Interior Concrete Block	Tan Paint	Asbestos NYS Protocol	
	14-03	Interior Concrete Block	Red Paint	Asbestos NYS Protocol	
	15-01	Exterior Concrete Block	White Paint	Asbestos NYS Protocol	Stop At First Positive

ENSL MANHATTAN LAB
 RECEIVED
 16 MAY 11 10:39

Analyzed: [Signature] 5-14-16

FLX 7951 3691 7150

u 5/14/16

Myel 5/12/16 10:39am

031613118

15-02	Exterior Concrete Block	White Paint	Asbestos NYS Protocol	↓
16-01	Metal Door	Grey Paint	Asbestos NYS Protocol	Stop At First Positive
16-02	Metal Door	Grey Paint	Asbestos NYS Protocol	↓
17-01	Metal Siding	Caulk	Asbestos NYS Protocol	Stop At First Positive
17-02	Metal Siding	Caulk	Asbestos NYS Protocol	↓
18-01	Roof Deck	Mastic	Asbestos NYS Protocol	Stop At First Positive
18-02	Roof Deck	Mastic	Asbestos NYS Protocol	↓
19-01	Roof	Vapor Barrier	Asbestos NYS Protocol	Stop At First Positive
19-02	Roof	Vapor Barrier	Asbestos NYS Protocol	↓
20-01	Roof Bottom Layer	Roofing	Asbestos NYS Protocol	Stop At First Positive
20-02	Roof Middle Layer	Roofing	Asbestos NYS Protocol	↓
20-03	Roof Top Layer	Roofing	Asbestos NYS Protocol	↓
21-01	Flashing	Tar	Asbestos NYS Protocol	Stop At First Positive
21-02	Flashing	Tar	Asbestos NYS Protocol	↓

Relinquished By:	Received By:	Date:	Time:
<i>[Signature]</i>	<i>[Signature]</i>	5/12/16	10:39am

EMSL MANHATTAN LAB
 RECEIVED
 16 MAY 12 AM 10:39

[Handwritten signature]

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Alpine Environmental Services, Inc.

438 New Karner Road

Albany, NY 12205

FILE NUMBER: 00-0320

LICENSE NUMBER: 29095

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 07/10/2015

EXPIRATION DATE: 07/31/2016

Duly Authorized Representative – Craig Petreikis:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



MATTHEW J FIORE
CLASS(EXPIRES)
C ATEC(03/17) D INSP(03/17)
H PM (03/17)

CERT# 04-04675
DMV# 421606353

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ASSESSOR



MATTHEW FIORE
EXPIRES: 01-18

CERT# MA00238

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2017
Issued April 01, 2016

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. JAMES HALL
EMSL ANALYTICAL, INC
307 WEST 38TH STREET
NEW YORK, NY 10018

NY Lab Id No: 11506

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

EPA 3050B

NEW
YORK
STATE

Department
of Health

Serial No.: 54297

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

BID PROPOSAL SHEETS

CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA, POUGHKEEPSIE NY 12601
RFB-COP-01-17-01

TITLE: CREEK ROAD AT SMITH STREET AND LITTLE GEORGE STREET

PIN: 8757.82

NOTE:

Unit prices include all work necessary to complete, in place, each listed item including, but not limited to, labor, materials and incidentals. Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are to be in dollars and cents.

	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS	UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)	
				DOLLARS	CENTS	DOLLARS	CENTS
201.07	0.3	ACRE	CLEARING AND GRUBBING (SPECIFIC LOCATION(S)) For _____ And _____ /100 Dollars	per	ACRE		
202.010001	100%	LS	DISPOSAL OF BUILDINGS For _____ And _____ /100 Dollars	per	LS		
203.02	1,793.0	CY	UNCLASSIFIED EXCAVATION AND DISPOSAL For _____ And _____ /100 Dollars	per	CY		
203.03	1,810.0	CY	EMBANKMENT IN PLACE For _____ And _____ /100 Dollars	per	CY		
203.07	557.0	CY	SELECT GRANULAR FILL For _____ And _____ /100 Dollars	per	CY		
203.24010017	50.0	TON	SHOULDER BACKUP MATERIAL For _____ And _____ /100 Dollars	per	TON		
206.01	231.0	CY	STRUCTURE EXCAVATION For _____ And _____ /100 Dollars	per	CY		

CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA, POUGHKEEPSIE NY 12601
RFB-COP-01-17-01

TITLE: CREEK ROAD AT SMITH STREET AND LITTLE GEORGE STREET

PIN: 8757.82

NOTE:

Unit prices include all work necessary to complete, in place, each listed item including, but not limited to, labor, materials and incidentals. Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are to be in dollars and cents.

	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS	UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)	
				DOLLARS	CENTS	DOLLARS	CENTS
206.0201	1,651.0	CY	TRENCH AND CULVERT EXCAVATION For _____ And _____ /100 Dollars	per	CY		
206.03	831.0	LF	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION For _____ And _____ /100 Dollars	per	LF		
206.05	4.0	EA	TEST PIT EXCAVATION For _____ And _____ /100 Dollars	per	EA		
209.100101	7,500.0	SY	MULCH TEMPORARY For _____ And _____ /100 Dollars	per	SY		
209.1003	5,750.0	SY	Seed and Mulch - Temporary For _____ And _____ /100 Dollars	per	SY		
209.13	909.0	LF	Silt Fence - Temporary For _____ And _____ /100 Dollars	per	LF		
209.1702	7.0	CY	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAGS - TEMPORARY For _____ And _____ /100 Dollars	per	CY		
209.190201	90.0	SY	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE B, INTERMEDIATE For _____ And _____ /100 Dollars	per	SY		

CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA, POUGHKEEPSIE NY 12601
RFB-COP-01-17-01

TITLE: CREEK ROAD AT SMITH STREET AND LITTLE GEORGE STREET

PIN: 8757.82

NOTE:

Unit prices include all work necessary to complete, in place, each listed item including, but not limited to, labor, materials and incidentals. Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are to be in dollars and cents.

	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS		UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)		
					DOLLARS	CENTS	DOLLARS	CENTS	
209.22	60.0	SY	Construction Entrance	per	SY				
			For _____						
			And _____ /100 Dollars						
210.1002	700.0	SF	REMOVAL AND DISPOSAL OF ROOFING ACM	per	SF				
			For _____						
			And _____ /100 Dollars						
210.1302	160.0	SF	REMOVAL AND DISPOSAL OF FLOORING/MASTIC ACM	per	SF				
			For _____						
			And _____ /100 Dollars						
210.1402	200.0	SF	REMOVAL AND DISPOSAL OF CEILING ACM	per	SF				
			For _____						
			And _____ /100 Dollars						
304.11000008	885.0	CY	Subbase Course (Modified)	per	CY				
			For _____						
			And _____ /100 Dollars						
402.000013	76.0	QU	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	per	QU				
			FIXED PRICE: SEE SPECIFICATIONS						
			Eighty five Dollars PER QUALITY UNIT			85	00	\$ 6,417	50
402.018903	350.0	TON	TRUE AND LEVELING F9 SUPERPAVE HMA, 80 SERIES COMPACTION	per	TON				
			For _____						
			And _____ /100 Dollars						
402.127103	490.0	TON	12.5mm F1 TOP COURSE HMA, 70 SERIES COMPACTION	per	TON				
			For _____						
			And _____ /100 Dollars						

CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA, POUGHKEEPSIE NY 12601
RFB-COP-01-17-01

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				DOLLARS	CENTS	DOLLARS	CENTS
402.197903	220.0	TON	19mm F9 BINDER COURSE HMA, 70 SERIES COMPACTION For _____ And _____ /100 Dollars	per	TON		
402.258903	40.00	TON	25mm F9 BINDER COURSE HMA, 80 SERIES COMPACTION For _____ And _____ /100 Dollars	per	TON		
402.377903	430.0	TON	37.5 BASE COURSE HMA, 70 SERIES COMPACTION For _____ And _____ /100 Dollars	per	TON		
407.0103	350.0	GAL	TACK COAT, STRAIGHT For _____ And _____ /100 Dollars	per	GAL		
490.30	900.0	SY	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE For _____ And _____ /100 Dollars	per	SY		
502.1011	67.0	CY	PCC PAVEMENT - MESH REINFORCED, NONPROFILOGRAPHED, CLASS C, FRICTION TYPE 1 For _____ And _____ /100 Dollars	per	CY		
503.1010	75.0	CY	PCC FOUNDATION FOR PAVEMENT, CLASS C For _____ And _____ /100 Dollars	per	CY		
552.17	10,500.0	SF	SHIELDS AND SHORING For _____ And _____ /100 Dollars	per	SF		

CITY OF POUGHKEEPSIE
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RFB-COP-01-17-01

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				DOLLARS	CENTS	DOLLARS	CENTS
554.40	220.0	SF	FILL TYPE RETAINING WALL (0 - 6 FT.) For _____ And _____ /100 Dollars	per	SF		
554.41	525.0	SF	FILL TYPE RETAINING WALL (GREATER THAN 6 FT. - 12 FT.) For _____ And _____ /100 Dollars	per	SF		
554.53	745.0	SF	FILL TYPE RETAINING WALL AESTHETIC TREATMENT - OTHER; AS SHOWN IN THE CONTRACT DOCUMENTS For _____ And _____ /100 Dollars	per	SF		
603.6002	23.0	LF	REINFORCED CONCRETE PIPE CLASS III, 15 INCH DIAMETER For _____ And _____ /100 Dollars	per	LF		
603.6003	550.0	LF	REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER For _____ And _____ /100 Dollars	per	LF		
603.6005	160.0	LF	REINFORCED CONCRETE PIPE CLASS III, 24 INCH DIAMETER For _____ And _____ /100 Dollars	per	LF		
603.6009	207.0	LF	REINFORCED CONCRETE PIPE CLASS III, 36 INCH DIAMETER For _____ And _____ /100 Dollars	per	LF		
604.300673	18.0	LF	RECTANGULAR DRAINAGE STRUCTURE, TYPE F FOR CAST F3 FRAME For _____ And _____ /100 Dollars	per	LF		

CITY OF POUGHKEEPSIE
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	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS	UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)	
				DOLLARS	CENTS	DOLLARS	CENTS
604.301873	50.0	LF	RECTANGULAR DRAINAGE STRUCTURE, TYPE R FOR CAST F3 FRAME For _____ And _____ /100 Dollars	per	LF		
604.302192	5.0	LF	RECTANGULAR DRAINAGE STRUCTURE, TYPE U FOR PARALLEL BAR #12 PCB FRAME For _____ And _____ /100 Dollars	per	LF		
604.4060	10.0	LF	ROUND PRECAST MANHOLE TYPE 60 For _____ And _____ /100 Dollars	per	LF		
604.4096	17.0	LF	ROUND PRECAST MANHOLE TYPE 96 For _____ And _____ /100 Dollars	per	LF		
605.09020008	200.0	CY	UNDERDRAIN FILTER, TYPE I (MODIFIED) For _____ And _____ /100 Dollars	per	CY		
605.1701	1,655.0	LF	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER For _____ And _____ /100 Dollars	per	LF		
607.41010010	800.0	LF	TEMPORARY PLASTIC BARRIER FENCE For _____ And _____ /100 Dollars	per	LF		
607.0522	490.0	LF	VINYL COATED STEEL CHAIN-LINK FENCING ON PLASTIC FRAME WITH TOP TENSION WIRE, 6 FEET HIGH For _____ And _____ /100 Dollars	per	LF		

CITY OF POUGHKEEPSIE
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	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS	UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)	
				DOLLARS	CENTS	DOLLARS	CENTS
607.96000008	430.0	LF	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE For _____ And _____ /100 Dollars	per	LF		
608.000013	7.0	QU	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA SIDEWALK ITEMS FIXED PRICE: SEE SPECIFICATIONS Eighty five Dollars PER QUALITY UNIT	per	QU	85	00
608.0101	44.0	CY	CONCRETE SIDEWALKS AND DRIVEWAYS For _____ And _____ /100 Dollars	per	CY		
608.01020005	56.0	CY	COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK - RUNNING BOND, BRICK RED For _____ And _____ /100 Dollars	per	CY		
608.020102	135.0	TON	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS For _____ And _____ /100 Dollars	per	TON		
608.21	22.0	SY	EMBEDDED DETECTABLE WARNING UNITS For _____ And _____ /100 Dollars	per	SY		
608.71166108	10.0	EA	BOLLARD-FIXED SURFACE MOUNTED, WITHOUT LIGHTING, WIDTH OVER 11 INCHES, HEIGHT OVER 36 INCHES For _____ And _____ /100 Dollars	per	EA		

CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA, POUGHKEEPSIE NY 12601
RFB-COP-01-17-01

TITLE: CREEK ROAD AT SMITH STREET AND LITTLE GEORGE STREET

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	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS	UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)	
				DOLLARS	CENTS	DOLLARS	CENTS
609.0401	2,190.0	LF	CAST-IN-PLACE CONCRETE CURB TYPE VF150 For _____ And _____ /100 Dollars	per	LF		
609.0403	900.0	LF	CAST-IN-PLACE CONCRETE CURB TYPE M150 For _____ And _____ /100 Dollars	per	LF		
610.11040409	45.0	CY	DECORATIVE STONE MULCH 1"-2" STONE SIZE For _____ And _____ /100 Dollars	per	CY		
610.1402	325.0	CY	TOPSOIL - ROADSIDE For _____ And _____ /100 Dollars	per	CY		
610.1601	4,000.0	SY	TURF ESTABLISHMENT - ROADSIDE For _____ And _____ /100 Dollars	per	SY		
619.01	100%	LS	BASIC WORK ZONE TRAFFIC CONTROL For _____ And _____ /100 Dollars	per	LS		
619.04	80.0	EA	TYPE III CONSTRUCTION BARRICADES For _____ And _____ /100 Dollars	per	EA		
619.080101	3,206.0	LF	REMOVE PAVEMENT MARKING STRIPES, (TRAFFIC PAINT) For _____ And _____ /100 Dollars	per	LF		

CITY OF POUGHKEEPSIE
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	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS	UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)			
				DOLLARS	CENTS	DOLLARS	CENTS		
619.100101	8,702.0	LF	INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT) For _____ And _____ /100 Dollars	per	LF				
619.100201	9	EA	INTERIM PAVEMENT MARKINGS, SYMBOLS (TRAFFIC PAINT) For _____ And _____ /100 Dollars	per	EA				
623.12	310	CY	CRUSHED STONE (IN-PLACE MEASURE) For _____ And _____ /100 Dollars	per	CY				
625.01	100%	LS	SURVEY OPERATIONS For _____ And _____ /100 Dollars	per	LS				
627.50140008	2260	LF	CUTTING PAVEMENT For _____ And _____ /100 Dollars	per	LF				
633.11	3200	SY	CLEANING EXISTING PAVEMENT AND/OR SHOULDERS For _____ And _____ /100 Dollars	per	SY				
633.12	100%	LS	CLEANING, SEALING, AND/OR FILLING CRACKS For _____ And _____ /100 Dollars	per	LS				
637.11	12	MNTH	ENGINEER'S FIELD OFFICE - TYPE 1 For _____ And _____ /100 Dollars	per	MNTH				

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	APPROX. QTY.	UNIT	ITEMS WITH UNIT PRICES SHALL BE WRITTEN IN WORDS		UNIT BID PRICE (IN NUMBERS)		TOTAL COST QTY x UNIT BID PRICE (IN NUMBERS)		
					DOLLARS	CENTS	DOLLARS	CENTS	
637.34	3500	DC	OFFICE TECHNOLOGIES AND SUPPLIES	per	DC				
			FIXED PRICE: SEE SPECIFICATIONS AND SUBSECTION 102-04 One Dollar PER DOLLARS AND CENTS			1	00	\$ 3,500	00
645.5102	145.0	SF	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF W/ Z-BARS	per	SF				
			For _____ And _____ /100 Dollars						
645.5202	84.0	SF	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF W/ Z-BARS, HIGH VISIBILITY SHEETING	per	SF				
			For _____ And _____ /100 Dollars						
645.81	35.0	EA	TYPE A SIGN POSTS	per	EA				
			For _____ And _____ /100 Dollars						
646.21	1.0	EA	REFERENCE MARKER PANEL	per	EA				
			For _____ And _____ /100 Dollars						
647.61	13.0	EA	REMOVE AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORT(S) FDNS AND ANY ATTACHED SIGNS - SIZE I	per	EA				
			For _____ And _____ /100 Dollars						
655.0703	1.0	EA	CAST FRAME F3, MOUNTABLE CURB BOX CM3 & RETICULINE GRATE G3	per	EA				
			For _____ And _____ /100 Dollars						
655.0706	12.0	EA	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	per	EA				
			For _____ And _____ /100 Dollars						

CITY OF POUGHKEEPSIE
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				DOLLARS	CENTS	DOLLARS	CENTS
655.0903	1.0	EA	PARALLEL BAR FRAME 12 PCB & PARALLEL BAR GRATE 12 PCB For _____ And _____ /100 Dollars	per	EA		
655.1201	3.0	EA	MANHOLE FRAME & GRATE For _____ And _____ /100 Dollars	per	EA		
670.01000001	12.0	EA	CAST-IN-PLACE CONCRETE FOUNDATION FOR LIGHT STANDARDS For _____ And _____ /100 Dollars	per	EA		
670.10010004	12.0	EA	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE For _____ And _____ /100 Dollars	per	EA		
670.2306	160.0	LF	GALVANIZED STEEL PLASTIC COATED CONDUIT, 2" For _____ And _____ /100 Dollars	per	LF		
670.2602	755.0	LF	RIGID PLASTIC CONDUIT, 2" For _____ And _____ /100 Dollars	per	LF		
670.3010	5.0	EA	PULLBOXES 7 1/2 TO 10 CUBIC FEET, INSIDE VOLUME (LIGHTING) For _____ And _____ /100 Dollars	per	EA		
670.42020002	1.0	EA	LIGHT METER CABINET WITH ALL COMPONENTS For _____ And _____ /100 Dollars	per	EA		

CITY OF POUGHKEEPSIE
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				DOLLARS	CENTS	DOLLARS	CENTS
670.60	1.0	EA	PHOTOELECTRIC CONTROLS For _____ And _____ /100 Dollars	per	EA		
670.7002	250.0	LF	SINGLE CONDUCTOR TABLE, NUMBER 2 GAGE For _____ And _____ /100 Dollars	per	LF		
670.7003	2600.0	LF	SINGLE CONDUCTOR TABLE, NUMBER 4 GAGE For _____ And _____ /100 Dollars	per	LF		
670.7007	800.0	LF	SINGLE CONDUCTOR TABLE, NUMBER 12 GAGE For _____ And _____ /100 Dollars	per	LF		
670.7501	1,031.0	LF	GROUND WIRE NO. 6 AWG. For _____ And _____ /100 Dollars	per	LF		
680.700606	1.0	EA	RISER ASSEMBLY, 2" DIAMETER For _____ And _____ /100 Dollars	per	EA		
685.11	5518.0	LF	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS For _____ And _____ /100 Dollars	per	LF		
685.12	3150.0	LF	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS For _____ And _____ /100 Dollars	per	LF		

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				DOLLARS	CENTS	DOLLARS	CENTS		
685.14	17.0	EA	WHITE EPOXY REFECTORIZED PAVEMENT SYMBOLS - 20 MILS For _____ And _____ /100 Dollars	per	EA				
697.03	77,000.0	DC	Field Change Payment FIXED PRICE: SEE SPECIFICATIONS AND SUBSECTION 102-04 One Dollar PER DOLLARS AND CENTS	per	DC	1	00	\$ 77,000	00
698.04	4,515.0	DC	ASPHALT PRICE ADJUSTMENT FIXED PRICE: SEE SPECIFICATIONS AND SUBSECTION 102-04 One Dollar PER DOLLARS AND CENTS	per	DC	1	00	\$ 4,515	00
SUBTOTAL									
699.040001	100%	LS	Mobilization (not to exceed 4% of subtotal) For _____ And _____ /100 Dollars	per	LS				
GROSS SUM OF TOTAL BID WRITTEN IN WORDS:						GROSS SUM OF TOTAL BID WRITTEN IN FIGURES --->			
AND / 100 DOLLARS									

The bidder declares that he understands that the quantities shown on the estimates are approximately only and are subject to increase or decrease; and should the quantities of any of the Items be decreased, he understands that payment will be made on actual quantities completed at the unit price bid, and will make no claims for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Contract.

CONTRACTOR ADDRESS: _____

CONTRACTOR INTIAL _____

Bid Addendum Acknowledgment Sheet

City of Poughkeepsie
RFB-COP-01-17-01
CONSTRUCTION OF ROUNDABOUT
CREEK ROAD AT SMITH STREET AND
LITTLE GEORGE STREETS

Bid Addendum Acknowledgement Sheet

All addenda, the receipts of which are hereby acknowledged by inserting the dates of each addendum next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid.

Addendum Number	Addendum Date
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	

CITY OF POUGHKEEPSIE
Purchasing Department
BID FORM

Bid submitted by: _____

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

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) 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.

Signed _____

By _____
(President)

Dated _____

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of _____."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of _____."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of _____."

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 City 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: _____