

Bid Ref No: 14.20
Date: June 2, 2014

**COUNTY OF MADISON
DIVISION OF PURCHASE
MADISON COUNTY OFFICE BUILDING
WAMPSVILLE, NEW YORK 13163**

**COPY OF LEGAL ADVERTISEMENT
County of Madison**

Pursuant to Section 103 of the General Municipal Law, sealed Proposals for:

**Demolition and Superstructure Replacement for North Court Street Bridge Over
CSX Rail Road, (BIN 3365930), Town of Lenox, Madison County**

will be received at the Office of the Purchasing Agent, Madison County Office Building, 138, N. Court Street, Wampsville, NY 13163 until **10:00 AM (Local Time) on Thursday, June 26, 2014** .

Specifications submitted on call or at: **www.madisoncounty.ny.gov** .

Right reserved to reject any or all Bids.

A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurer's check, payable to the County of Madison, or cash in the amount equal to 10% of the total bid, shall accompany the bid. A performance bond shall be submitted by the successful bidder simultaneously with the delivery of the executed contract. The amount of said bond to be equal to 100% of the penal sum of the contract. This bond will assure the County that the contractor shall perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract including any duly authorized modifications.

All bonds shall be provided by a duly authorized surety company, satisfactory to Madison County. The cost of all bonds to be the responsibility of the contractor and be included in the submitted bid.

Plans and specifications may be reviewed at the **Madison County Highway Department Office, 139 North Court Street, Wampsville, NY 13163, Monday-Friday, 8 a.m. to 4 p.m. Phone: (315) 366-2221.**

REQUIRED FOR: Madison County Highway Department

DELIVERY TO: As specified

DATED: June 2, 2014

*Cindy Urtz
Purchasing Agent*

COUNTY OF MADISON
GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS

1. Original bids will be submitted in sealed envelopes at the Purchasing Department, Second Floor, Madison County Office Building, 138 N. Court Street, Wampsville, New York 13163 at **10:00 a.m. on Thursday, June 26, 2014.**
2. A copy of the Specifications and Form of Bid is available at: www.madisoncounty.ny.gov . Prevailing Wage Rates PRC# 2014004983 can be obtained at www.labor.ny.gov.
3. Any deviations from the foregoing Specifications must be itemized in detail to receive consideration. Any Bid containing deviations that are not noted and explained fully will not be considered a complete Bid. Madison County reserves the right to decide whether deviations from Madison County Specifications are equal.
4. The Contract for the purchase of the above Item(s) will be awarded by the Purchasing Agent to the lowest responsible Bidder. In cases where two or more responsible Bidders submit identical Bids as to price, the Purchasing Agent may award the Contract to any of such Bidders. **The Purchasing Agent may reject all Bids and re-advertise for new Bids.**
5. Guarantee supplied with Bid shall be the manufacturer's standard guarantee. Said guarantee shall not begin to take effect until the day of delivery.
6. Bidder must state location and availability of products, including available hours.
7. **PROPOSAL:**

No bid will be accepted from or Contract awarded to any person who is in arrears to the County of Madison upon debt or Contract or who is in default as surety or otherwise, upon any obligation to said County of Madison.

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

The successful bidder shall agree, upon award of the Contract not to assign or sublet his Contract or any interest therein without first obtaining the written consent of the County Purchasing Agent.
8. In case of default by the Bidder or Contractor, the County of Madison may procure the articles or services from other sources without notice and hold the Bidder or Contractor thereby responsible for any excess cost occasioned.
9. **PAYMENTS**

The County of Madison will pay the Bidder or Contractor the amount of his Bid upon the faithful performance of the Contract and upon the approval of the bills by the Board of Supervisors of the County of Madison. Partial payments for delivered items or quantities of a Bid may be made by the County upon presentation of properly executed claim voucher, unless otherwise stated herein by the County when the materials, supplies, equipment or service have been fully delivered or completed to the full satisfaction of the head of the County Department for which same is being furnished.
10. The Bidder, if awarded an Order or Contract, agrees to protect, defend, and save harmless the County against any demand for payments for the use of any patented material, process, article, or device, that may enter into the manufacture, construction or form a part of the work covered by either Order or Contract; and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the Contractor, his servants, or agents.

11. The General Code of the State of New York, and all Local Laws insofar as they apply to the Laws of the Competitive Bidding, Contracts, and Purchases, are made a part thereof.
 12. Purchases by the County of Madison are not subject to any Federal, State or City Sales Tax. Exemption Certificates will be executed upon request when necessary form is furnished.
 13. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges prepaid to destination.
 14. Cash or early payment discounts will not be considered in determining low Bidder.
 15. Proposals must be submitted on the **ATTACHED ORIGINAL PROPOSAL FORMS** in a sealed envelope. The envelope shall be endorsed on Face with the name of the firm making the Proposal, the date of its presentation and the title for which the Proposal is made. Proposals at the option of the Bidder, may be mailed to the above address, but must be received by the time and date stipulated.
 16. **BIDDERS PLEASE NOTE:** The words "OR EQUAL" shall be considered added to each Specification.
 17. The Board reserves the right to require any Bidder to submit a sample either before or after the awarding of the Bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used. Whenever a particular article has been specified by a manufacturer's designation, such designation is made as a general standard, and is not intended to restrict competitive bidding. Any other make may be offered if the product is equivalent to that mentioned as the standard. The Board shall be sole judge as to acceptable equivalency. Samples shall be submitted free of charge upon request and be identified with the Bidder's name and address.
 18. Submission of a Proposal will be construed as indication that the Bidder is fully informed as to the materials satisfactorily to the full extent indicated on the PROPOSAL FORMS. His proposal shall include the furnishing of materials, as required, as well as delivery and other transit charges, including individual items placed on back order.
 19. The Purchasing Agent reserves the right to award Bids on the basis of individual Items or on total sums of pages or groups, whichever will be for the benefit of the Board. Also, the Purchasing Agent reserves the right to increase or decrease the quantity of any item at the same unit price indicated by a Proposal at the time the Award is made.
- CORPORATE COMPLIANCE**
20. The County will conduct appropriate screening on all bids received to ensure and verify that the business/entity has not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the State or Federal healthcare programs. No bid will be accepted by the County from any business and/or entity who is sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. By signing and submitting this bid proposal, you are attesting to that fact that you and/or the entity, which you represent, have not been sanctioned nor excluded by and of the aforementioned entities.
 21. The following five items will automatically render a Bid unacceptable to Madison County:
 - A. Failure to sign Bid Proposal Page.
 - B. Failure to sign Non-Collusive Bidding Certificate.
 - C. Failure to include necessary Bid Deposit.
 - D. Failure to sign and notarize Certification Of Compliance With The Iran Divestment Act
 - E. Failure to submit **ORIGINAL PROPOSAL FORMS**

It shall be fully understood that any deviations from the inclusion of the above Items will be grounds to see the Bid as non-compliant and will not be considered for Award.

22. Purchases under prices quoted in this Bid may be made by any political subdivision in Madison County. Subdivision dealing directly with the successful Bidder.
23. IT Purchases through Federal Schedule 70 – Pursuant to GML 103 (1-b) local governments can bypass the usual bidding process for IT equipment. They are authorized to purchase information technology and telecommunications hardware, software and professional services through cooperative purchasing permissible pursuant to federal general services administration information technology schedule seventy.
24. Piggybacking on Other Government Contracts – Pursuant to GML 103 (16), local governments are allowed to "make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities."
25. Purchases Through Other Federal Government Schedules – Pursuant to GML 104 (2) local governments can bypass the usual bidding process making purchases through other federal schedules as provided by the US General Services Administration.
26. **MATERIAL SAFETY DATA SHEETS:** The successful Bidder shall be responsible for the provision of the MSDS's to the County prior to introducing hazardous materials on to the site, assuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the successful Bidder is bringing to the County's work place. The MSDS's will be maintained by the County as long as those materials are present. It is the responsibility of the successful Bidder to train its own employees.
27. Guaranteed delivery on all items bid must be within thirty (30) working days of orders placed with successful Bidder. If the Vendor fails to deliver all or part of the items ordered within the thirty (30) working day period, the Vendor shall reimburse the County an amount equal to the difference between the Bid Price and whatever cost the County incurs in acquiring the undelivered items from another source.
28. **QUANTITIES:** The annual quantities listed in the Proposal are estimated only, based on requirements filed with the Purchasing Department. The Contract, however, shall be for the quantities actually ordered during the Contract period. Items will be ordered on an "As Needed Basis".
29. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.
30. **INSURANCE:** When contracted work is required, at least two business days before execution of the Contract, the Contractor shall furnish necessary certification of any required insurance.
31. **INSURANCE** The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of **Three Million Dollars (\$3,000,000) each occurrence and Five Million Dollars (\$5,000,000) annual aggregate.**

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than **One Million Dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.**

In addition, the Contractor shall obtain and maintain Fire, Theft and other Casualty Insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed to be the property of the County, State or Federal government.

The required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be **County of Madison**, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

32. **CERTIFICATE OF INSURANCE:** The successful Bidder shall furnish to the **County of Madison**, within ten (10) business days upon receiving notice of Award, a Certificate of Insurance which shall evidence all requirements of insurance(as stated in Item 26), including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverage's and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the County of Madison as an additional insured and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder **County of Madison**.
33. **Prevailing Wage Rates:** All work must comply with Section 220 of the New York State Labor Law. Wages paid to workers, operators and drivers must comply with the attached Prevailing Wage Schedule.
34. **Best Value Authority:** Pursuant to Local Law No. 5 of the year 2013, the Purchasing Agent may award purchase contracts, including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law Article 8, on the basis of best value, as defined in State Finance 163, to a responsive and responsible bidder or offeror.
35. Contact Person: **Mr. F. Joseph Wisinski, Madison County Highway Superintendent
(315) 366-2221**

SPECIAL CONDITIONS

1. BID SECURITY

Each bid shall be accompanied by a bank cashier/teller/treasurer's check a certified check of the bidder, or bid bond duly executed by the bidder as principal and have as surety thereon a surety company approved by the County, for 10 percent (10%) of the total bid. Such checks or bid bonds will be returned promptly after the County and the accepted bidder have executed a contract or if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

2. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder shall have inspected the site and shall have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure of any bidder to examine the site or any form, instrument or document in the Contract Documents shall in no way relieve any bidder from any obligation regarding his bid.

3. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

4. QUALIFICATIONS OF BIDDER

A. In determining the qualifications of a bidder, the County will consider his record in the performance of any contracts in which he may have entered with the County, with other public bodies or private corporations, and the County expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the County, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers or employees.

B. The County may make such investigations as it may deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose as the County may request following the bid opening. The County reserves the right to reject any bid if the evidence submitted by, or determined by the investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.

5. METHOD OF AWARD OF BID AND EXECUTION OF CONTRACT

A. After the Bids have been opened, tabulated and investigated, the Bid will be awarded in a timely manner to the lowest responsible bidder.

B. Upon receiving notice of Award the successful Bidder shall deliver to the County an executed Contract within ten days of receiving such notice.

C. Unless otherwise specified, the County reserves the right to reject any item in the proposal and to award the Bid, in whole or in part, including the right to reduce quantities.

6. SECURITY FOR FAITHFUL PERFORMANCE AND INSURANCE

At least two business days before execution of the Contract, the Contractor shall furnish certification of the required insurance and a surety bond or bonds in the amount of one hundred percent (100%) of the accepted bid as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the County.

7. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, sublet or otherwise dispose of the Contract executed according to this proposal without the prior written consent of the County.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract and Bonds required within ten days after he has received notice of the acceptance of his bid, shall forfeit to the County, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. TERMINATION BY THE COUNTY

The County reserves the right to terminate this Contract with or without cause by giving the Contractor thirty days written notice. Upon delivery of such notice and upon expiration of the thirty days the Contractor shall discontinue all services in connection with the performance of this Contract.

10. TIME OF COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall coordinate all work covered by this contract with the work schedule of the County.
- B. Work covered by this Contract shall be completed by November 15, 2014 unless such date shall be extended, in writing, by mutual agreement between the Highway Superintendent and the Contractor.
- C. When work covered by this Contract is not completed by November 15, 2014 or any extension thereof, any engineering and inspection expenses incurred by the County thereafter shall be charged to the Contractor and deducted by the County from the final monies due the Contractor.

11. CONDITIONS OF WORK

Each bidder shall acquaint himself fully with the site conditions relating to the construction of the project, the employment of labor and the laws and regulations governing the safe and proper execution of the work. Failure to do so will not relieve a successful bidder from his obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.

12. PRE-CONSTRUCTION MEETING

Potential bidder shall schedule a pre-construction meeting with the County to review the project site.

13. WAGE RATES AND SUPPLEMENTS

- A. Rates of wages and supplements as determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed can be obtained at the New York State Dept. of Labor website, www.labor.ny.gov.
- B. The minimum hourly rates of wages to be paid under this Contract shall not be less than those listed in documents referred to in section A above. Any redetermination of the prevailing rates of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these Contract Documents.

14. AUTHORITY OF OWNER

- A. The County or its authorized representative, shall decide all questions which may arise as to the acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Contract Documents, and all questions as to the acceptable completion of the work.
- B. The decision of the County, or its authorized representative, concerning the execution of the work and the interpretation of the Contract Documents shall be final and binding on the Contractor.

15. INSPECTION NOT TO CONSTITUTE ACCEPTANCE

The County and its authorized representative shall be given every facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. Failure of the County or its authorized representative during the progress of the work to discover or reject materials or work not in accordance with the Contract Documents shall not be considered an acceptance thereof or a waiver of defects therein; and payment to the Contractor or partial or entire occupancy by the County shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with the Contract Documents.

TECHNICAL SPECIFICATIONS

Demolition and Superstructure Replacement for North Court Street Bridge over CSX Rail Road, (BIN 3365930), Town of Lenox, Madison County

DESCRIPTION:

This specification covers the requirements for demolition and removal of the existing bridge superstructure, concrete abutments, concrete piers, and installation of the new superstructure, including steel girders, shears studs and haunch angle, precast concrete deck slabs, and UHPC joints, and as per the attached drawings.

The Contractor will supply the pre-cast concrete deck slabs and install the steel girders as per the attached drawings and the New York State Steel Construction Manual and the New York State Department of Transportation Construction and Materials Specifications, Standard Specifications dated May 1, 2008, with current additions and modifications.

SITE PREPARATION:

All site preparation for new GRS abutments, including a new concrete bridge seat will be performed by Madison County forces prior to the delivery of steel. Crane access will be available from both approaches.

CSX TRANSPORTATION:

The contractor must comply with the current CSXT Construction Requirements included in this bid.

ON SITE DELIVERY:

Steel will be supplied by the County prior to October 15, 2014.

ITEM 557.05010016 - PRECAST CONCRETE DECK SYSTEM DESCRIPTION**DESCRIPTION**

Under this work, the Contractor shall furnish all labor, materials, tools and equipment and other necessary means to perform all operations necessary for furnishing and installing precast concrete deck panels and placing a Class DP Concrete Overlay in accordance with the provisions of the Contract Documents.

MATERIALS

Materials used in this work shall conform to the NYSDOT Prestressed Concrete Construction Manual (PCCM)-Current Edition and the following:

CONCRETE

| | | |
|--------------------|----------|-----------|
| 28 Day Compressive | 5000 psi | (Minimum) |
| Lifting Strength | 3000 psi | (Minimum) |

HAUNCH/SHEAR STUD POCKET

| | |
|--------------------------------|--------|
| Class DP Concrete (see Note 1) | 501-2 |
| Or Shear Key Grout | 701-06 |

REINFORCING STEEL

| | |
|-----------------------------|--------|
| Galvanized Reinforcing Bars | 709-11 |
|-----------------------------|--------|

OVERLAY

| | |
|-----------------------------------|-------|
| Class DP Concrete Friction Type 1 | 501-2 |
|-----------------------------------|-------|

Additional material, listed below, shall meet the requirements of the following subsections or specifications:

- | | | |
|----|--|-----------------------|
| 1) | Mechanical Connectors for reinforcing bars splices | 709-10 |
| 2) | Leveling Bolts | ASTM F568M, Class 4.6 |
| 3) | Fasteners (Galvanized) | 719-01 |

GALVANIZED THREADED FASTENERS. All tapped holes in plates and nuts, for galvanized bolts, shall have a standard oversized tap to allow for the galvanizing on the bolts, nuts and tapped plates.

Note 1: Optional use of Self Consolidating Concrete (SCC) for Filling Haunch/Shear Stud Pocket

The contractor may, with the approval of the Engineer, submit a proposed mix design for Self Consolidating Concrete (SCC). This mix may be used under the Materials Requirements for Item 555 - Structural Concrete. All necessary materials, labor, and equipment shall be provided at no additional cost to the state and shall be included in the bid price for the appropriate Section 555 item(s). Use of a Corrosion Inhibiting Admixture, meeting the requirements of §711-13, in SCC will be as required by the plans and proposal and paid under a separate item.

ITEM 557.05010016 - PRECAST CONCRETE DECK SYSTEM DESCRIPTION

Under this option, the contractor will create a mix design using materials from the Departments Approved List of Materials and Equipment. When a viscosity modifying admixture is used, it will be from the same manufacturer as the high-range water reducing SCC admixture. The contractor will prepare a trial batch using those specific materials to be used on the project and must demonstrate the mix's ability to achieve the specified properties to the Regional Materials Engineer's satisfaction. At least three weeks prior to placement, the contractor shall supply:

- detailed mix design including materials sources, admixtures, and batch amounts
- compressive strength results, including rate of strength gain for 1, 3, 7, 14, and 28 days, or maturity curves with corresponding temperatures as appropriate.
- proposed target limits for spread, indicating acceptable low and high spread limits and proposed actions when mixture testing is outside of the target limits.
- proposed visual stability index (VSI) target limits for acceptance.
- proposed air content target within specified limits.
- J-ring test results, according to ASTM C 1621, proving minimal blocking assessment of less than 2 inches.
- Column segregation results, according to ASTM C 1610, proving a maximum segregation index of 15%

The contractor will provide a proposed quality control plan, including how the above performance criteria will be maintained and actions taken when test results are not acceptable. Once a mixture design is accepted by the Department, changes other than minor fluctuations in admixture dosage rates will require a new mix design.

Sampling and testing of SCC during placement will be according to the requirements of Materials Method 9.2 - Field Inspection of Portland Cement Concrete except as modified here:

- Slump flow measured according to ASTM C 1611.
- Air content measured according to ASTM C 231 except the sample container shall be filled in one lift without vibration, rodding or tapping.
- Cylinder cast according to ASTM C 31 except the sample container shall be filled in one lift without vibration, rodding or tapping.

All other provision of Item 555 apply, unless otherwise directed by the Engineer.

DRAWINGS

Shop drawings shall be prepared and submitted as per the requirements of the Prestressed Concrete Construction Manual, (PCCM), and the following:

- 1) Before the preparation of shop drawings, all dimensions shall be field verified, as deemed necessary, to ensure the accurate fit of the proposed precast panels. Shop drawings shall be prepared based upon the Contract Documents as well as the information gathered by field survey.
- 2) The submitted shop drawings shall include details of lifting and handling of panels in the production facility and their storage, transportation, handling and storage at the construction site. The proposed handling and lifting shall be such that the maximum tensile stress in concrete for handling and erection loads when analyzed according to the proposed handling and installation procedures, shall not exceed $0.40 (f'_{ci})^{2/3}$, where f'_{ci} is the concrete compressive strength at the time being considered. Calculations showing actual concrete stresses based upon the proposed support locations and expected dynamic loading of the panels during handling, storage and transportation of the panels shall be prepared by a NYS Licensed Professional Engineer and shall be submitted along with the shop drawings. These drawings and calculations shall be stamped and signed by a Professional Engineer.

ITEM 557.05010016 - PRECAST CONCRETE DECK SYSTEM DESCRIPTION**FABRICATION**

Fabrication shall meet the requirements of the PCCM and the following:

Fabrication Tolerances

1. Width (transverse direction of the bridge): $+1/8"$, $-1/8"$
2. Length (longitudinal direction of the bridge): $+1/8"$, $-1/8"$
3. Depth (overall): $+1/8"$, $-1/8"$
4. Bulkhead alignment (deviation from square or designated skew)

| | |
|------------|---------|
| Vertical | $3/16"$ |
| Horizontal | $3/16"$ |
5. Horizontal alignment (deviation from straight line parallel to centerline of unit):

| |
|---------------------------------------|
| $3/16"$ for 40 ft length |
| $1/4"$ for 40 ft to 60 ft length |
| $5/16"$ for greater than 60 ft length |

Welding of steel shall comply with the requirements of the New York State Steel Construction Manual.

Placing Concrete, Curing and Finishing

All requirements stipulated in PCCM shall apply except for the following:

The top surface shall be finished by roughening, in the long direction of the panel, with a stiff broom to an amplitude of $1/4"$. After curing, all form release material and all other forming material adhering to the shear keyway and block out concrete shall be removed.

Shear key faces shall be roughened and blast cleaned and coated with penetrating sealers as per the PCCM.

Shipping and Handling of Precast Panels. Custom steel installation frames shall be utilized during panel handling in the shop and during transport loading, unloading and the field placement operations. The steel installation frames shall be specially designed by the Contractor to provide panel support at a minimum of four (4) frame bearing points. The Contractor shall verify that the method of lifting does not overstress the precast concrete panels in any way. The use of lifting holes will not be permitted. The panels shall have markings on the edges of the panel locating the center line of the supporting stringers, to assure that the panels are placed correctly and accurately onto their supports.

Steel Embedments. Steel embedments for the panel leveling devices and hold down devices shall be installed in the shop based upon the locations shown on the shop drawings. Embedments for the panel hold down devices shall be based on field measured and verified locations of the existing steel members to which the device is attached.

Loading of Panels. Construction equipment shall not be permitted on the precast units until after they have been grouted in place and sufficient time has passed for the grout to gain strength.

Mixing and Placing Underdeck Grout. Specifications in the PCCM and the following:

Thoroughly wet the concrete contact area 24 hours prior to grouting, keep wet and remove all surface water just prior to grout placement.

ITEM 557.05010016 - PRECAST CONCRETE DECK SYSTEM DESCRIPTION

INSTALLATION REQUIREMENTS

Installation shall meet the requirements of the PCCM and the following:

1. Prior to installing panels, the supporting steel surfaces in contact with the panels or field placed concrete shall be cleaned, including removal of free water, to the satisfaction of the engineer.
2. Installation tolerances shall be as shown in the Contract Documents.

WEARING SURFACE OVERLAY

Place the Class DP Concrete Overlay according to the requirements of Section 584.

METHOD OF MEASUREMENT

Payment will be made at the unit bid price per square foot for the number of square feet of precast panel as shown on the Contract Plans.

BASIS OF PAYMENT

The square foot bid price shall include the cost of all labor, materials and equipment necessary to complete the work, including the furnishing, storing and protecting, transporting, unloading and installation of all precast panels, field placed reinforcing bars, forming systems for cast-in-place haunches and shear stud pockets, concrete and grout, underdeck protective shielding, removal of existing protective netting/shielding, and the placement of a Class DP Concrete overlay. The cost of field cast joints between precast concrete members shall be paid for under their appropriate items.

ITEM 557.21010016 - FIELD CAST JOINTS BETWEEN PRECAST CONCRETE UNITS**SCOPE**

This specification covers field casting of joints for precast concrete units, including batching, transportation, casting and curing.

MATERIAL

Ultra High Performance Concrete (UHPC)

The material shall be Ultra High Performance Concrete, with all components supplied by one manufacturer. Materials commonly used in UHPC follow:

Fine aggregate

Cementitious material

Super plasticizer

Accelerator

Steel Fibers, deformed, specifically made for steel reinforcement

Water shall meet the requirements of §712-01.

UHPC material shall meet the following, 28 days unless otherwise noted:

Minimum Compressive Strength (ASTM C39)

Heat-Treated* ≥ 25 ksi

Not Heat-Treated ≥ 21 ksi

Not Heat-Treated 4 day ≥ 12 ksi

Prism Flexural Tensile toughness (ASTM C1018; 10 in. span) $I_{30} \geq 48$

Long-Term Shrinkage (ASTM C157; initial reading after set) ≤ 766 microstrain

Chloride Ion Penetrability (ASTM C1202) ≤ 250 coulombs

Chloride Ion Penetrability (AASHTO T259; 1/5 in. depth) < 0.07 oz/ft³

Scaling Resistance (ASTM C672) $y < 3$

Abrasion Resistance (ASTM C944 2x weight; ground surface) < 0.025 oz. lost

Freeze-Thaw Resistance (ASTM C666A; 600 cycles) RDM $> 96\%$

Alkali-Silica Reaction (ASTM C1260; tested for 28 days) Innocuous

* Heat-Treated - According to manufacturer's recommendation, temperature not to exceed 250°F.

Casting and testing must include the following:

A minimum of 12 cylinders 3 in. X 6 in. shall be cast.

All cylinders shall be cured using the same method of curing proposed to be used in the field. The temperature during curing shall be within 18°F of the low end of the proposed temperature range for curing in the field. 2 cylinders shall be tested each testing day. Testing times are at 4 days, 7 days, 14 days, and 28 days. The compressive strength shall be measured by ASTM C39 and shall meet 12 ksi minimum at 4 days and 21 ksi minimum at 28 days. Only a UHPC mix design that passes these tests may be used to form the joint.

Cast 6 additional cylinders 12 in. diameter and 7 ½ in. deep. Each cylinder shall have one 32 in. long epoxy-coated reinforcing bar cast in the center of the circular face. The axis of the bar shall be perpendicular to the formed surface. 3 of the bars shall be #6 bars embedded 5 inches deep and 3 of the bars shall be #4 bars embedded 3 inches deep. These cylinders will be kept wet for four days then delivered to the Materials Bureau for testing according to Test Method No. NY 701-14 E. Contact the Materials Bureau prior to casting for specific instructions on preparing the test

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specimens. The test will be performed as soon as practical after the corresponding samples reach 12 ksi.

This test is a pullout test. The samples pass if the bars yield without the UHPC failing and without the bars pulling out of the UHPC.

Results of all the tests above, conducted by an AASHTO accredited testing lab shall be submitted to the DCES for review and approval a minimum of 60 days prior to the use of UHPC in the field. Provide to the DCES a list of bridge projects in which the proposed UHPC material has been used as joint fill between precast concrete elements (within or outside the USA). The DCES reserves the right to reject a proposed UHPC material which lacks a proven track record in precast concrete joint filling in bridge applications.

CONSTRUCTION

Pre-Pour Meeting: Prior to the initial placement of the UHPC, the contractor shall arrange for an on site meeting with the UHPC representative. The contractor's staff and the NYSDOT Engineer and Inspectors shall attend the site meeting. The objective of the meeting will be to clearly outline the procedures for mixing, transporting, finishing and curing of the UHPC material.

The contractor shall arrange for a representative of the UHPC supplier to be on site during the placement of the joints. The representative shall be knowledgeable in the supply, mixing, delivery, placement, and curing of the UHPC material.

Storage: The contractor shall assure the proper storage of premix, fibers and additives as required by the supplier's specifications in order to protect materials against loss of physical and mechanical properties.

Form Work, Batching and Curing

The design and fabrication of forms shall follow approved installation drawings and shall follow the recommendations of the manufacturer. All the forms for UHPC shall be constructed from plywood. The forms shall be coated to prevent absorption of water.

The contractor shall follow the batching sequence as specified by the supplier and approved by the DCES. The surface of the UHPC field joints shall be filled flush with the precast panels to within a tolerance of plus 1/16 in. and minus 0 in.

The UHPC in the form shall be cured according to Manufacturer's recommendations to attain the required strength shown on the contract documents. A continuous curing temperature of a minimum of 60°F is recommended.

Quality Control

The contractor shall measure the slump flow on each batch of UHPC. The slump flow will be conducted using a mini-slump cone. The flow for each batch shall be between 7 in. and 10in. The slump flow for each batch shall be recorded in the QA/QC log. A copy of the log shall be given to the Engineer.

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The contractor shall take four sets of compressive strength test samples for each day of placement. Each set consists of 3 cylinders 3in. X 6in. All sets shall be cured in an environment similar to the material they represent.

The following tests shall be performed:

Compressive strengths shall be according to ASTM C 39. The timing of the testing shall be as required by the contract documents. The second set shall be tested at 28 days. The third set will be sent to the Materials Bureau between the 4th day and the 14th day. The fourth set shall be treated as a reserve set.

MEASUREMENT FOR PAYMENT

Measurement will be by length of UHPC joints placed in feet. The length of in-place UHPC shall be calculated to the nearest foot.

BASIS OF PAYMENT

Payment at the contract price for the above item shall be full compensation for all labor, equipment, and material to do the work.

CONSTRUCTION REQUIREMENTS

When performing work on, over or adjacent to CSX Transportation (CSXT) right-of-way or operations, the Contractor must abide by the current CSXT Special Provisions and the following additional requirements.

1. All construction related correspondence will be directed to Bergmann Associates, acting as the Construction Monitoring Representative (CMR) on behalf of CSXT, with the following contact and address:

George J. Kavgas
Project Manager
Six Tower Bridge
181 Washington St // Suite 430
Conshohocken, PA 19428
office: 610.834.4080 x825

Upon receipt of notification, the CMR will direct the Contractor to the local CSXT construction contact for the project.

2. The Contractor shall submit, including, but not limited to, the following construction procedures and documents. The Contractor shall obtain written acceptance from CSXT or their representative before proceeding with construction.
 - a. Means and Methods – the Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed during the project. This submission will include a walkthrough at which time CSXT personnel will be present. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of CSXT property that has the potential of effecting CSXT train operations must be submitted and approved by CSXT prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between the sponsor, Contractor, CSXT and the CMR. The narrative shall address project level coordination and day to day, specific work operations including equipment operations and temporary works.
 - b. Excavation and Shoring Procedures and Track Monitoring Procedures are required to be submitted to CSXT or the CMR in accordance with the CSXT Construction Submission Criteria. The CSXT Construction Submission Criteria should be referred to and complied with prior to the preparation of submissions, as it contains specific requirements that could impact the Contractor's material selection and methods or operations for work near the railroad. ***Revisions to the procedures may not be field approved. Any deviation(s) from a previously accepted plan including will require a formal submission of the procedure for review and acceptance prior to performing any work.*** A Professional Engineer in the State of New York must sign and seal the plans.
 - c. Ballast Protection – A ballast protection system may be required at the sole discretion of CSXT depending on the contractor's proposed methods to perform the work. The system shall use filter fabric and indicate the anchorage system. The ballast protection is to extend a minimum of 25' beyond the proposed limit of work or greater

as determined by CSXT and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

- d. **Construction Schedule** – Submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.
- e. **Insurance** – Submit all necessary insurance information in accordance with the current CSXT Insurance Requirements for approval. The complete insurance policies should be submitted by email to Insurancedocuments@csx.com with a copy sent to the CMR. The body of the email shall include the following information:

CSXT PUBLIC PROJECT: Oneida, Madison County, New York; Proposed replacement of North Court Street bridge over CSXT; MP QC-267.31, DOT# 507 330 K, Albany Division, Syracuse Terminal Subdivision, OP# NY0508

The Contractor shall provide their name and contact information in all correspondence.

The insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXT right-of-way.

- f. **Emergency Action Plan** – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.
3. Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved.
 4. No storm water from the project may discharge onto the CSXT right-of-way at any time during construction.
 5. The Contractor must ensure that proper erosion control is implemented on and adjacent to CSXT right-of-way during construction. The Contractor may be required to submit a detailed erosion control plan for review and acceptance by CSXT or the CMR prior to performing any work.
 6. The Contractor must not use CSXT right-of-way for storage of materials or equipment during construction. The CSXT right-of-way must remain clear for railroad use at all times. Equipment may not be positioned to block the railroad access road, track area, or any part of the CSXT right-of-way without CSXT approval.
 7. The Contractor will be required to abide by the provisions of the Madison County Highway Department/CSXT Construction Agreement. Periodically, throughout the project duration, the Contractor will be required to meet, discuss and, if necessary, take immediate action at the discretion of CSXT personnel and/or the CMR to comply with provisions of that agreement and these specifications.

8. This project will require use of CSXT Flagmen to protect train operations from project activity in the area of the tracks. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available. Flagging requests should be made to Bergmann Associates at least thirty (30) days in advance. Termination or cancellation of a flagman requires ten (10) days notice to avoid incurring costs.
9. All crane and equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.
10. Contractor access will be limited to the immediate project area only. The CSXT right-of-way may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
11. The Contractor or the Agency shall be responsible to have painted on the structure the DOT Number assigned to the grade separation. This number shall be affixed at a location on either side of the CSXT tracks or property and in a manner such that it can be readily discerned and visible from track level. The font size of the DOT numbers and letters should be at least four inches (4 ") tall and shall be black on a light-colored background or white on a dark-colored background of the grade separation component.
12. At project completion, submit a set of "As-Built" plans for the proposed bridge construction and any work performed on the CSXT right-of-way. Please forward the plans to:

Mr. Ed Sparks
Assistant Chief Engineer Structures
CSX Transportation
500 Water Street, J350
Jacksonville, FL 32202

APPENDIX

CSX Transportation

CONSTRUCTION SUBMISSION CRITERIA

**Public Projects Group
Jacksonville, FL
Date Issued: May 8, 2009**

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INTRODUCTION

The information in this document is intended to improve communication and clarify the CSXT criteria related to construction submissions that may involve CSXT property. All work must be performed in a manner as to not adversely impact existing CSXT operations. Please note that there are other standards associated with construction that must be adhered to including but not limited to the CSXT Special Provisions, CSXT Insurance Requirements as well as governing local, county, state and federal requirements. This document and other CSXT standards are subject to change without notice, and future revisions will be available at the CSXT website www.csxt.com.

I. DEFINITIONS

Agency - The project sponsor.

AREMA - American Railway Engineering and Maintenance-of-Way Association - the North American railroad industry standards group.

Construction Submission - The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.

Controlled Demolition - Removal of the existing structure or subcomponents in a manner that prevents any portions from falling onto CSXT employees, equipment or property. The proposed procedures shall be detailed in the means and methods submission for CSXT review and acceptance.

Contractor - The Agency's or CSXT's representative retained to perform the project work.

Engineer - CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.

GEC - General Engineering Consultant who has been authorized to act on the behalf of CSXT.

Professional Engineer - An engineer who is licensed in state or commonwealth (if required by the Agency) in which the project is to occur. The drawings and calculations shall be prepared by the Professional Engineer and shall bear his seal and signature.

Submission Review Period - a minimum of 30 days in advance of start of work. Up to 30 days will be required for the initial review response. Up to an additional 30 days may be required to review any/all subsequent submissions or resubmission.

Theoretical Railroad Live Load Influence Zone - A 1½ horizontal to 1 vertical theoretical slope line starting 1'-6" below top of rail elevation and 12'-0" from the centerline of the nearest track.

II. DEMOLITION PROCEDURE

The Agency or its contractor shall submit, as defined above, a detailed procedure for demolition of the structure over railroad tracks.

- A. The Agency or its Contractor shall submit the detailed procedure for demolition of existing structures over or adjacent to CSXT's tracks or right-of-way. This procedure shall include a plan showing the locations of cranes, horizontally and vertically, operating radii, with loading or disposal locations shown, with all dimensions referenced from the center line of the near track, including beam placement on ground or truck loading staging plan. The plan shall also include the location, with relevant dimensions, of all tracks, other railroad facilities, wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.

B. Also included with this submittal the following information:

1. Computations showing weight of picks must be submitted. Computations shall be made from field verified plans of the existing structure beams being removed and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
2. If the sponsor can prove to CSXT that plans do not exist and weights must be calculated from field measurements, the field measurements are to be made under the supervision of the Professional Engineer submitting the procedure and shall include sketches and estimated weight calculations with the procedure. If possible, field measurements shall be taken with a CSXT representative present.
3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that may have been "built in" to the crane charts are not to be considered when determining the 150% Factor of Safety.
4. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 150% above the calculated weight of the pick.
5. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
6. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
7. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
8. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track where a temporary bent is located within twelve (12) feet from the centerline of that track. The guardrail will be installed by CSXT forces at the expense of the Agency or its contractor.
9. Existing, obsolete, bridge piers shall be removed to a minimum of 3'-0" below the finished grade, final ditch line invert, or as directed by the Engineer.
10. A minimum quantity of 25 tons of CSXT approved track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.
11. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.

NOTE: On-track or ground level debris shields such as crane mats are prohibited for use by CSXT.

- C. **Overhead Demolition Debris Shield** - Shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure.
1. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris.
 2. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Controlled Demolition procedure submission.
 3. The demolition debris shield shall provide 23'-0" minimum vertical clearance or maintain the existing vertical clearance if the existing clearance is less than 23'-0" as approved by CSXT. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
 4. The vertical clearance ATR (above top of rail) is measured from the top of rail to the lowest point on the overhead shielding system measured within a distance of 6'-0" out from each side of the track centerline.
 5. The demolition debris shield design and supporting calculations, all signed/scaled by a Professional Engineer, shall be submitted for review and acceptance.
 6. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
 7. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
 8. The contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.
- D. **Vertical Demolition Debris Shield** - This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.
1. Prior to commencing the demolition activity, the Contractor shall install a ballast protection system consisting of geotextile to keep the railroad ballast from becoming fouled with construction or demolition debris and fines. The geotextile ballast protection system shall be installed and maintained by the Contractor for the project duration in accordance with the attached plan, or with additional measures as directed by the Engineer.
 2. The Agency, or its Contractor, shall submit detailed plans, with detailed calculations, prepared and submitted by a Professional Engineer of the protection shield and ballast protection systems for approval prior to the start of demolition.
 3. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way.
- E. The Controlled Demolition procedure must be approved by the Engineer prior to undertaking work on the project.
- F. The Contractor shall provide timely communication to the Engineer when scheduling the demolition-related work so that the Engineer may be present during the entire demolition procedure.
- G. At any time during demolition activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. ERECTION PROCEDURE

The Agency or its Contractor shall submit a detailed procedure for performing erection on/about CSXT property, as defined above.

- A. The Agency or its Contractor shall submit six (6) copies of the detailed procedure for erection of the proposed structures over or adjacent to CSXT's tracks or right-of-way. This procedure shall include a plan showing the locations of cranes, horizontally and vertically, operating radii, with staging locations shown, including beam placement on ground or truck unloading staging plan. Plan should also include the location of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions. No crane or equipment may be set on the CSXT rails or track structure.
- B. Also included with this submittal the following information:
1. As-built Bridge Seat Elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Engineer for review and verification at least 30 days in advance of construction or erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 2. Computations showing weight of picks must be submitted. Computations shall be made from plans of the structure beams being erected, and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
 3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that may have been "built in" to the crane charts are not to be considered when determining the 150% Factor of Safety.
 4. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 150% above the calculated weight of the pick.
 5. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
 6. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical sub tasks (i.e., performing aerial splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
 7. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
 8. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track where a temporary bent is located within twelve (12) feet from the centerline of that track.
- C. The proposed Erection procedure must be approved by the Engineer prior to undertaking work on the project.
- D. The Contractor shall provide timely communication to the Engineer when scheduling the erection-related work so that the Engineer may be present during the entire erection procedure.

- E. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

IV. EXCAVATION AND SHORING

The Agency or its contractor shall submit, as defined above, a detailed procedure for the installing sheeting/shoring adjacent to Railroad Tracks.

- A. Shoring protection shall be provided when excavating adjacent to an active track or railroad facility or as determined by CSXT. Shoring will be provided in accordance with AREMA *Manual for Railway Engineering*, Chapter 8, Part 28, except as noted below.
- B. Shoring may not be required if all of the following conditions are satisfied:
1. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the track (live load influence zone).
 2. Track is on level ground or in a cut section and on stable soil.
 3. Excavation does not adversely impact the stability of a CSXT facility (i.e., signal bungalow, drainage facility, underground bridge, building, etc.).
 4. Shoring is not required by any governing construction code.
- C. When the track is on an embankment, excavating the toe of the embankment without shoring may affect the stability of the embankment. Therefore, excavation of the embankment toe without shoring will not be permitted.
- D. Trench boxes are prohibited for use on CSXT within the theoretical railroad live load influence zone.
- E. The required protection is the cofferdam type that completely encloses the excavation. Where dictated by conditions, partial cofferdams with open sides away from the track may be used. Cofferdams shall be constructed using steel sheet piling, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be provided and designed as needed. The following shall be considered when designing cofferdams:
1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'-6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA *Manual for Railway Engineering*, Chapter 8, Part 20.
 2. Allowable stresses in materials shall be in accordance with AREMA *Manual for Railway Engineering*, Chapter 7, 8, and 15.
 3. A construction procedure for temporary shoring shall be shown on the drawing.
 4. All shoring systems on or adjacent to CSXT right-of-way shall be equipped with railings or other approved fall protection.
 5. A minimum horizontal clearance of 10'-0" from centerline of the track to face of nearest point of shoring shall be maintained, provided a 12'-0" roadbed is maintained with a temporary walkway and handrail system.

F. The contractor shall submit the following drawings and calculations (all shall be signed/scaled by a Professional Engineer) for CSXT's review and approval.

1. Six (6) sets of detailed drawings of the shoring systems showing sizes of all structural members, details of connections, and distances from centerline of track to face of shoring. Drawing shall show a section showing height of shoring and track elevation in relation to bottom of excavation.
2. Six (6) sets of calculations of the shoring design.

The drawings and calculations shall be prepared by a Licensed Professional Engineer in the state (if required by the Agency) where the shoring is to be constructed and shall bear his seal and signature. Shoring plans shall be approved by CSXT's construction engineering and inspection representative.

3. For sheeting and shoring within 18'-0" of the centerline of the track, the live load influence zone, and in slopes, the contractor shall use interlocked steel sheeting (sheet pile).
4. Sheet pile installed in slopes or within 18'-0" of the centerline of track shall not be removed.
5. Sheet piles shall be cut off a minimum of 3'-0" below the finished grade, ditch line invert, or as directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.
6. A procedure for cutting off the sheet pile and restoring the embankment shall be submitted to the Engineer for review and acceptance.

G. Blasting is not permitted on or adjacent to CSXT right-of-way without prior written approval from the Engineer. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must comply with all of the following:

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer as required by the CSXT Special Provisions is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.
5. The Agency or Contractor may not store explosives on CSXT property.
6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

V. TRACK MONITORING

The Agency or its Contractor shall submit, for CSXT review and approval, a detailed track monitoring program to detect both horizontal and vertical movement of the CSXT track and roadbed, a minimum of 30 days in advance of start of work.

- A. For the installation of temporary or permanent shoring systems, including but not limited to soldier piles and lagging, and interlocked steel sheeting on or adjacent to CSXT's right-of-way, the contractor may be required to submit a detailed track monitoring program for CSXT's approval prior to performing any work near CSXT's right-of-way.
- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
- C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
- D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

ii. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Ann Dinkfeld
insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

CSXT SPECIAL PROVISIONS

AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or right-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by

CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 30 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
- 2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount

of time available for the blasting operation and clean-up.

- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

MADISON COUNTY HIGHWAY DEPARTMENT

**Demolition and Superstructure Replacement for North Court Street Bridge over
CSX Rail Road, (BIN 3365930), Town of Lenox, Madison County**

BID PRICING PAGE

ITEM

**Demolition and Superstructure Replacement
for North Court Street Bridge**

Lump Sum \$ _____

BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

E-MAIL: _____

AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF MADISON, a municipality of the State of New York, by John M. Becker, Chairman, Madison County Board of Supervisors, hereinafter called the "County" and, _____ hereinafter called the "Contractor";

WITNESSETH

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **TERM:** The term of this contract shall be in accordance with Bid Ref. No.: 14.20. The County reserves the right to terminate this Agreement for cause at any time.
2. **SCOPE OF SERVICES:** The Contractor shall provide Demolition and Superstructure Replacement for North Court Street Bridge over CSX Rail Road, (BIN 3365930), Town of Lenox, Madison County.
3. **COMPENSATION:** The County hereby agrees to pay the Contractor in accordance with the pricing set forth on the Bid Pricing Page.

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

4. **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
5. **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the County of Madison, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

The Contractor expressly agrees not to employ the work, labor, services or materials of any unapproved Subcontractor or materialman. The Contractor shall inspect all major precast or pre-constructed components and/or materials to insure that same fully conform to the requirements of the Contract and specifications. The contractor shall reject any component or material that is not in full compliance with the terms of the Contract and specifications unless the County shall otherwise specifically direct acceptance thereof, in writing. The Contractor shall not substitute any construction

component or material from those provided within the Contract and specifications without the preapproval, in writing, of the County of Madison. Where the Contract or specifications provides for components and materials to be supplied by a particular entity, manufacturer or materialman, the Contractor shall not make any substitution therefrom without the preapproval, in writing, of the County of Madison.

6. **INDEMNITY:** The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claim, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss of destruction of tangible property (other than the work itself), including loss of use resulting therefrom, to the extent caused by the contractor, or anyone for whose acts the contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

7. **INSURANCE:** The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of **\$3,000,000** each occurrence and **\$5,000,000** annual aggregate.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than **\$1,000,000** Combined Single Limit for Bodily Injury and Property Damage.

In addition, the Contractor shall obtain and maintain Fire, Theft and other Casualty Insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed to be the property of the County, State or Federal government.

The required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be **MADISON COUNTY**, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company (s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

8. **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
9. **CERTIFICATE OF INSURANCE:** The Contractor shall have furnished to the **MADISON COUNTY HIGHWAY DEPARTMENT** a Certificate of Insurance which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverage's and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the County of Madison as an additional insured and to notify the County for any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder **Madison County**.
10. **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at this own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
11. **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
12. **CONTRACT MODIFICATIONS:** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
13. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
14. **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

Agreement continued:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

CONTRACTOR

COUNTY OF MADISON

BY: _____

BY: _____

**Chairman, Madison County
Board of Supervisors**

DATED: _____

DATED: _____

STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On the day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On the day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

CERTIFICATION OF COMPLIANCE WITH THE 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 submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that 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, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the 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 Madison County receive information that a person is in violation of the above-referenced certification, Madison County 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 Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

Signed

Title

Company Name

Sworn to before me this

_____ day of _____, 2014

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

(SEE GENERAL MUNICIPAL LAW - SECTION 103-D)

BY SUBMISSION OF THIS BID, THE BIDDER AND EACH PERSON SIGNING ON BEHALF OF THE BIDDER, CERTIFY UNDER PENALTY OF PERJURY TO THE BEST OF KNOWLEDGE AND BELIEF:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by Law, the prices which have been quoted in the 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 a Bid for the purpose of restricting competition.

THE FOREGOING STATEMENT IS AFFIRMED AS TRUE UNDER PENALTY OF PERJURY.

SIGNATURE: _____

TITLE: _____

DATE: _____

**MADISON COUNTY
DIVISION OF PURCHASE
COUNTY OFFICE BUILDING
WAMPSVILLE, NEW YORK 13163**

NON-BIDDER'S RESPONSE

For the purpose of maintaining accurate bidder's lists and facilitating your response to our bid proposals, Madison County is interested in ascertaining reasons for prospective bidder's failure to respond to invitations to bid.

If you are not responding to this bid, please indicate your reasons by checking any appropriate items below and returning this form to the above address. Your cooperation will be greatly appreciated.

We are not responding to this bid proposal for this reason:

- Items or materials are not manufactured by us or not available to our company
- Our items or materials do not meet these specifications
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Quantities too small
- Insufficient time allowed for preparation of bid
- Incorrect address used. Our correct mailing address is:

Other reasons: _____

PLEASE RESPOND:

- We are unable to bid at this time but would like to continue to receive Bid proposals.
- We are unable to bid and wish to be removed from the interested Bidder's List.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

BID NAME: _____ **REF. NO:** _____