Section 100
GENERAL PROVISIONS

SECTION 101 - ABBREVIATIONS AND DEFINITIONS OF TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101-01 ABBREVIATIONS OF TERMS. Wherever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented. Some of these abbreviations may be acronyms and may appear without periods.

A.A.N. – American Association of Nurserymen
A.A.R. – Association of American Railroads
A.A.S.H.T.O. – American Association of State Highway and Transportation Officials
A.G.C. – Associated General Contractors of America
A.I.A. – American Institute of Architects
A.I.S.I. – American Iron and Steel Institute
A.N.S.I. – American National Standards Institute, Inc.
A.O.A.C. – Association of Official Agricultural Chemists
A.R.A. – American Railway Association
A.R.E.A. – American Railway Engineering Association
A.R.T.B.A. – American Road and Transportation Builders Association
A.S.C.E. – American Society of Civil Engineers
A.S.L.A. – American Society of Landscape Architects
A.S.M.E. – American Society of Mechanical Engineers
A.S.T.M. – American Society for Testing and Materials
A.W.P.A. – American Wood-Preservers Association
A.W.W.A. – American Water Works Association
A.W.S. – American Welding Society
C.R.U. – Contract Review Unit
D.C.E.D. – Deputy Chief Engineer for Design
D.C.E.S. – Deputy Chief Engineer for Structures Design and Construction
D.C.E.T.S. – Deputy Chief Engineer for Technical Services
E.E.I. – Electrical Engineering Institute
E.I.C. – Engineer-In-Charge
F.H.W.A. – The Federal Highway Administration
F.S.S. – Federal Specifications and Standards, General Services Administration
M.U.R.K. – Manual for Uniform Record Keeping
N.E.M.A. – National Electrical Manufacturers Association
O.E.O.D.C. – Office of Equal Opportunity Development and Compliance
O.S.H.A. – Occupational Safety and Health Administration, U.S. Department of Labor
P.C.C.M. – New York State Prestressed Concrete Construction Manual
R.M.E. – Regional Materials Engineer
S.A.E. – Society of Automotive Engineers
S.C.M. – New York State Steel Construction Manual
S.P.N. – Standardized Plant Names adopted by The American Joint Committee on Horticultural Nomenclature
S.S.P.C. – Steel Structures Painting Council
Figure 100-1 -- Typical Road Section Nomenclature
101-02 DEFINITIONS OF TERMS. Wherever the following terms are used in these specifications or on the plans, they are to be construed the same as the respective definitions represented.

Addenda. Supplemental additions, deletions, and modifications to the provisions of the Standard Specifications which are in effect on the date of advertisement for receipt of bids.

Amendment. A formal alteration by addition, deletion or modification of a proposed contract, issued subsequent to the initiation of the sale of proposals and prior to the opening of bids.

Approved List. List of materials, equipment, manufacturers or suppliers approved by the Materials Bureau under a particular specification. The Approved Lists are published periodically and are available from the Materials Bureau.

Award. The decision of the Department to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefor and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

Base Line Data. The relevant project specific information and engineering data used to develop the contract plans and proposal. The relevant information and data will be listed as available on the form titled “Supplemental Information Available to Bidders” (CONR 9j) included in the contract proposal.

Bid Deposit. The security furnished by the bidder with their proposal for a project, as guaranty they will enter into a contract for the work if their proposal is accepted.

Bidder. An individual, firm or corporation formally submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

Bridge. The term “bridge” shall apply to any structure whether single or multiple span construction with a clear span in excess of 20 feet (6096 mm) when measurement is made horizontally along the center line of roadway from face to face of abutments or sidewalks immediately below the copings or fillets; or, if there are no copings or fillets, at six inches (152 mm) below the bridge seats or immediately under the top slab, in the case of frame structures. In the case of arches, the span shall be measured from spring line to spring line. All measurements shall include the widths of intervening piers or division walls, as well as the width of copings or fillets.

Calendar Day. Every day shown on the calendar. The calendar day begins at 12:00 AM (Midnight).

CFR. Code of Federal Regulations published by the U.S. Office of the Federal Register, written TT CFR PPP.SS. TT refers to the Title, PPP refers to the Part and SS refers to the section. For example: 29 CFR 1926.1 refers to Title 29, Code of Federal Regulations, Part 1926, Section 1.

Chief Engineer. The Chief Engineer of the New York State Department of Transportation

Commissioner. The New York State Commissioner of the Department of Transportation.

Comptroller. The head of the Office of the State Comptroller.

Contract Agreement. The agreement covering the performance of the work and furnishing of labor and materials in the construction of the work in conformance with the requirements of the contract documents.

Contract Bond. The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.
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**Contract Documents.** The contract documents shall include the advertisement for proposals; the proposal; the Contractor's bid; the agreement; Standard Specifications; the plans; the Base Line Data; any addenda and/or amendments to specifications and all provisions required by law to be inserted in the contract whether actually inserted or not.

Whenever separate publications and the NYSDOT Standard Specifications are referenced, in the Contract Documents, it is understood to mean the publication and specifications, as amended, which are current on the date of advertisement for bids.

**Contract Item (Pay Item).** A specifically described unit of work for which a price is provided in the contract.

**Contractor.** The individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his, her, their, or its agents or employees.

**Culvert.** The term "culvert" shall apply to any structure whether of single or multiple span construction with an interior width of 20 feet (6096 mm) or less when measurement is made horizontally along the center line of roadway from face to face of abutments or sidewalls immediately below the coping or fillets- or, if there are no copings or fillets, at points six inches (152 mm) below the bridge seats or immediately under the top slab in the case of frame structures.

In the case of arches, the span shall be measured from spring line to spring line. All measurements shall include the widths of intervening piers or division walls, as well as the widths of copings or fillets.

**Day.** A calendar day unless otherwise defined or modified.

**Department.** The New York State Department of Transportation.

**Departmental Geotechnical Engineer.** The Regional Geotechnical Engineer or his/her authorized representative, or a Geotechnical Engineer of the Geotechnical Engineering Bureau acting at the request of the Regional Geotechnical Engineer.

**Departmental Engineering Geologist.** An Engineering Geologist of the Geotechnical Engineering Bureau authorized by the Director of Geotechnical Engineering Bureau to perform the duties required under these specifications.

**Director, Construction Division.** The Director of the Construction Division of the Office of Operations.

**Division.** Any of the divisions of the Office of Engineering or the Office of Operations of the New York State Department of Transportation.

**Employee.** Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from the Contractor or Subcontractor.

**Engineer OR Engineer-In-Charge.** The Engineer representing the Department of Transportation having direct supervision of the execution of the contract under the direction of the Regional Director.

**Equipment.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

**Erosion Control.** Erosion control is any action taken or item used as part of a project or as a separate action to minimize the destructive effects of wind and water on surface soil. The use and placement of berms and dams, fiber mats, grasses, sod, mulches, slope drains, sediment basins and drainage systems may be temporary and used throughout construction, or permanent and installed for the anticipated life of the facility.
Executive Deputy Commissioner. The Executive Deputy Commissioner of the New York State Department of Transportation.

Extra Work. An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

Fabricator. A Fabricator assembles, constructs or otherwise substantially alters materials or supplies into assemblies, components or finished items for inclusion into the work prior to resale.

Federal-Aid. Joint cooperative construction or reconstruction of State highways and bridges or grade crossing elimination work with monies contributed to the State by the Federal Government under Title 23, United States Code, Highways, and amendments thereto.

Federal Project. An identification applied to federally aided work for the purpose of the records of the FHWA.

Final Agreement. Agreement between the State of New York, Department of Transportation and the Contractor, stating the net increase or decrease of the cost of work completed from the total cost of work authorized under the contract.

The Final Agreement includes the Final Estimate as an attachment.

Final Estimate. A listing of the final amount and cost of each contract item, the total cost of the contract work as authorized by the last Order on Contract, the total cost of the work completed by the Contractor, and any deductions from the amount to be paid to the Contractor.

Geotechnical Engineering Bureau. The Department’s Geotechnical Engineering Bureau has the responsibility for providing all Geotechnical Engineering Services including laboratory testing of earthwork materials.

Highway. The whole strip of land bounded by the right-of-way lines.

Inspector. The Department of Transportation representative detailed to inspect methods and materials relating to work both on and off the site of the contract.

Landscape Development. Landscape development is any development or item used as part of a project or as a separate action through the use, placement and management of land and elements for aesthetic enhancement, such as decorative surfaces and wall faces, benches, waste receptacles, tables, etc., and plant materials consistent with a specific landscape architectural design plan.

Landscaping. Landscaping is the use and placement of plant materials (trees, shrubs, vines and certain ground covers) consistent with a landscape architectural design plan. Planting vegetation for screening and erosion control purposes does not constitute landscaping.

Laying Length of Pipe. Meters (laying length) of pipe shall be measured by multiplying the number of whole units by the nominal length of each unit and adding thereto the length of any fractional units incorporated in the work. The nominal length of a unit or fractional unit shall be the inside measured length from butt end to butt end and exclusive of the bell or groove on the female end.

Manual for Uniform Record Keeping on Construction Contracts (MURK). Manual setting up uniform project record keeping procedures to be followed by the Engineer, current on the date of contract award.

Manual of Uniform Traffic Control Devices (MUTCD). The Official Compilation of Codes, Rules and Regulations of the State of New York (NYCCR), Title 17, Department of Transportation, Volume B, Chapter V, Uniform Traffic Control Devices and Appendices, as amended, which is current on the date of advertisement for bids. The Manual of Traffic Control Devices prescribes standards for the
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design, location, use and operation of traffic control devices.

Manufacturer. A Manufacturer operates or maintains a factory or establishment that produces, on the premises, materials or supplies of the general character described by the specifications.

Material. Any approved material acceptable to the Commissioner and conforming to the requirements of the specifications.

Material Supplier. A Material Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A Material Supplier is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. A Material Supplier who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Packagers, brokers, manufacturer’s representatives or other persons who arrange or expedite transactions are not Material Suppliers.

Materials Bureau. The Department’s Materials Bureau has a responsibility in the quality assurance program for materials to be used on the contract and maintains a testing facility in Albany, New York.

Materials Details. That information, unique to a particular product, that is necessary to adequately identify it or to describe the proper handling, installation, or use of that product.

Metric Ton. Metric ton of 1000 kilograms. The metric ton is also referred to as the Megagram (Mg).

Near. When used in reference to an underground facility, within 4.5 m (15 feet) of the outside perimeter or diameter of an underground facility or its encasement.

NYCRR. Official Compilation of Codes, Rules and Regulations of the State of New York, written TT NYCRR PPP. TT refers to the Title, and PPP refers to the Part of the official compilation.

One-Call Notification System. Organization(s) whose purpose is to establish and carry out procedures to protect underground facilities from damage due to excavation and demolition, including receiving notices of intent to perform excavation and/or demolition and transmit the notices to the operators of underground facilities in the specified area.

Order on Contract. Written order issued by the Commissioner covering contingencies, extra work, deductions, increases or decreases and additions, alterations or omissions to the plans or specifications.

Office of Engineering. The New York State Department of Transportation, Office of Engineering, consisting of five divisions; the Design Division, the Real Estate Division, the Structures Design and Construction Division, the Technical Services Division, and the Traffic Engineering and Highway Safety Division; the Office of Equal Opportunity Development and Compliance and the Environmental Analysis Bureau.

Office of Operations. The New York State Department of Transportation, Office of Operations, consisting of three divisions, as follows: the Construction Division, the Equipment Management Division and the Transportation Maintenance Division.

Partial or Monthly Estimates. Payments to the Contractor for work satisfactorily performed, made on percentage basis prescribed by subdivision 7, section 38 of the Highway Law.

Payment Limit. A payment limit defines the boundary beyond which no quantities will be measured for payment. Whenever payment limits are indicated, only the work which is actually directed and completed within these limits will be measured and computed for payment. Payment limits may be revised in writing by the Engineer prior to performing the work.
Payment Line. Defines the exact line from which the work quantity will be computed. Whenever payment lines are indicated, quantities representing work completed will be computed from these lines only. No other lines or locations will be used to compute quantities. Payment lines may be revised in writing by the Engineer prior to performing the work.

Plans. The official contract drawings and applicable standard sheets, which show the location, character, dimensions and details of the work to performed.

Prestressed Concrete Construction Manual (PCCM). The New York State Prestressed Concrete Construction Manual published by the Structures Design and Construction Division, which is current on the date of advertisement for bids. The Prestressed Concrete Construction Manual is a mandatory supplement to the contract documents for projects which include Prestressed Concrete Units (Structural).

Project. The construction work to be performed under one or more construction contracts to complete an undertaking.

Proposal. The offer of the bidder for the work, when executed and submitted on the prescribed form.

Proposal Form. The approved form on which the Department requires formal bids to be prepared and submitted for the work.

Reasonably Close Conformity. Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the work and the interests of the State.

Region. One of eleven geographical subdivisions of the State used to designate or identify the location of the proposed work.

Regional Director. The Director, acting through the Commissioner, who is delegated the authority and responsibility to execute the total Department prescribed work plans for his/her respective region.

Right-of-Way or R.O.W. A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to a highway.

Roadbed. The graded portions of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Roadway. The portion of a highway included between the outside edges of the shoulders.

Road Section. That portion of a highway included between the top of the slope in cut and the bottom of slope in fill.

Shoulder. The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Site. The specific area adjacent to and including the area upon which construction work is to be performed. Generally such area may be considered as defined by the right-of-way or property made available to the Contractor for construction operations.
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Special Notes. Special directions, provisions, or requirements peculiar to the project under consideration.

Specifications. The body of directions, requirements, etc., contained in this present volume, together with all documents of any description and agreements made (or to be made), pertaining to the methods (or manner) of performing the work or to the quantities and quality as shown by the test records of accepted materials to be furnished under a contract.

Within these specifications there are two formats for numbering. One is used for the Specification Sections and Subsections portion and the other for Contract Pay Items.

A. Specifications Sections and Subsections use a format which always include a dash and occasionally a decimal (for example XXX-X.XX). This format never denotes a contract pay item.

B. Contract pay items use a format which includes one decimal point only. The basic format contains three digits just to the left of the decimal point denoting the specification section or subsection to which it relates and two digits to the right of the decimal point denoting the particular pay item within the specification or subsection. (For example XXX.XX).

If a pay item appears in the format of three digits to the left and either four or six digits to the right of the decimal point, it is intended to be 1) a standard specification contained within this present volume; 2) an updated version contained in an Addendum or the proposal; or 3) a serialization of the basic five digit specification which denotes different sizes, types, and/or specific identification of an each or lump sum item. (For example XXX.XXXX or XXX.XXXXXX).

Occasionally there are two additional digits to the left of the decimal point. These are used as a code to indicate the origin of a special specification (For example XXXXXX.XX or XXXXXX.XXXX or XXXXX.XXXXXX). In all these cases the special specifications shall be contained in the proposal.

Standard Sheets. The standard drawings approved for repetitive use, showing details to be used where appropriate.

State. When used, means the State of New York, represented by the State Department of Transportation through the Commissioner of Transportation.

Steel Construction Manual (SCM). The New York State Steel Construction Manual published by the Structures Design and Construction Division, which is current on the date of advertisement for bids. The Steel Construction Manual is a mandatory supplement to the contract documents for projects which include items which require the Contractor to furnish or rehabilitate structural metals.

Structures. Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains and other features which may be encountered in the work and not otherwise classed herein.

Subcontractor. Any individual, firm or corporation to whom the Contractor, with the written consent of the Department, sublets any part of the contract.

Surety. The corporate body bound with and for the Contractor, for the full and complete performance of the contract, and for the payment of all debts, pertaining to the work.

Test. Methods adopted by the Commissioner to ascertain the quality, character and acceptability of materials and processes utilized in performing the contract.

Tolerance Zone. When used in reference to an underground utility, the tolerance zone shall be a distance of 0.6m on either side of the designated centerline, plus one-half of the utility diameter, if the utility diameter is known.
Utility. Person, corporation, municipality or public authority engaged in the distribution of electricity, gases, petroleum products, water, steam, the collection of wastewater, the operation of traffic control systems, or the provision of telecommunication service. For the purposes of these Specifications, the term Utility will apply to organizations that operate utilities owned by others.

Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

Work Day. A calendar day, exclusive of Sundays and State recognized legal holidays, on which weather and other conditions not under the control of the Contractor, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102-01 LOCATION OF REGIONAL OFFICES. Persons desiring to make a proposal shall use the proposal blank prepared by the Department for each individual contract. THE SPECIFICATIONS ADOPTED JANUARY 2, 1995 (except as modified on the plans or in the itemized proposal) BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION ARE TO BE CONSIDERED AS AND SHALL FORM A PART OF THE AGREEMENT. The time for which proposals will be received will be found in the published notice calling for proposals. Any proposal received after the hour specified in the published notice shall not be accepted. Detailed plans of the work, Standard Sheets and Proposals may be examined at the office of the Department of Transportation, Business Administration Bureau, Administration and Engineering Building, State Campus 1220 Washington Avenue, Albany, New York 12232 (Plan Sales Unit) 518-457-2124 and at the Office of the Regional Director in whose Region the work is located.

The Regional Offices and territories covered are located as follows:

<table>
<thead>
<tr>
<th>Region Number</th>
<th>Including Counties</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Albany, Rensselaer, Warren, Essex, Saratoga, Washington, Greene, Schenectady</td>
<td>84 Holland Avenue, Albany, N.Y. 12208</td>
</tr>
<tr>
<td>2</td>
<td>Fulton, Madison, Hamilton, Montgomery, Herkimer, Oneida</td>
<td>207 Genesee Street, Utica, N.Y. 13501</td>
</tr>
<tr>
<td>3</td>
<td>Cayuga, Oswego, Cortland, Seneca, Onondaga, Tompkins</td>
<td>333 E. Washington St., Syracuse, N.Y. 13202</td>
</tr>
<tr>
<td>4</td>
<td>Genesee, Ontario, Wayne, Livingston, Orleans, Monroe, Wyoming</td>
<td>1530 Jefferson Road, Rochester, N.Y. 14623</td>
</tr>
<tr>
<td>5</td>
<td>Cattaraugus, Niagara, Chautauqua, Erie</td>
<td>Gen. W. J. Donovan, 125 Main Street, Buffalo, N.Y. 14203</td>
</tr>
<tr>
<td>6</td>
<td>Allegany, Steuben, Chemung, Tioga, Schuyler, Yates</td>
<td>OGS Hornell St. Office Bldg., 107 Broadway Street, Hornell, N.Y. 14843</td>
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</table>
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<th>Including Counties</th>
<th>Address</th>
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<td>7</td>
<td>Clinton Lewis</td>
<td>Franklin St. Lawrence Jefferson 317 Washington Street Watertown, N.Y. 13601</td>
</tr>
<tr>
<td>8</td>
<td>Columbia Putnam Westchester Dutchess Rockland Orange Ulster 4 Burnett Boulevard Poughkeepsie, N.Y. 12603</td>
<td></td>
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<tr>
<td>9</td>
<td>Broome Otsego</td>
<td>Chenango Schoharie Delaware Sullivan 44 Hawley Street Binghamton, N.Y. 13901</td>
</tr>
<tr>
<td>10</td>
<td>Nassau</td>
<td>Suffolk New York State Office Bldg. Hauppauge, N.Y. 11788</td>
</tr>
<tr>
<td>11</td>
<td>Bronx Richmond</td>
<td>Kings Queens New York 1 Hunters Point Plaza 47-40 21st Street Long Island City, N.Y. 11101</td>
</tr>
</tbody>
</table>

### 102-02 PROPOSALS

Each proposal must be submitted on the official form which is furnished by the Department. All blank spaces in the proposal form must be filled in as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

Proposals that are illegible or that contain any omission, erasures, alterations, additions, or items not called for in the itemized proposal or that contain irregularities of any kind, may be rejected as informal.

The bidder shall sign, in the space provided in the proposal form, with its usual signature. An officer of a corporation or a member of a partnership signing for the bidder, shall place its signature and title after the word “By” under the name of the Contractor. The same procedure shall apply to the proposal of a joint venture by two or more bidders; however, if the signature is by an agent or attorney-in-fact for the joint venturers, then the proposal shall be accompanied by four (4) authenticated copies of the evidence of its authority to act on behalf of all of the joint venturers.

The State is responsible for providing amendments only to those persons or firms listed in its Plan Sales Ledger as having purchased plans and/or proposals from the Department of Transportation, and those that made a specific request of the Department for amendments. Persons or firms that obtain plans and/or proposals from sources other than the State bear the sole responsibility for obtaining any amendments issued by the State for the subject project.

### 102-03 PROPOSAL SHALL SPECIFY GROSS SUM

Each proposal shall specify the correct gross sum, in the manner hereafter described for which the work will be performed according to the plans and specifications and any amendment to the specifications if the same are issued prior to the date of receipt of the proposal, together with a unit price for each of the separate items as called for.

The lowest bid shall be determined by the Commissioner on the basis of gross sum for which the entire work will be performed, arrived at by a correct computation of all items specified in the proposal therefore at the unit prices stated in the proposal. For contracts subject to A+B Bidding, the lowest bid shall be determined by the Commissioner on the basis of the gross sum, which will be arrived at by a correct computation of all items specified in the proposal at the unit prices stated in the proposal (A portion), plus the total number of calendar days proposed by the bidder to complete the portion of work to which the incentive/disincentive is applicable, times the daily cost (B portion).

The Commissioner of Transportation reserves the right to reject any proposal in which any of the bid prices are significantly unbalanced to the potential detriment of the Department. An unbalanced bid is considered to be one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other
indirect costs which are anticipated for the performance of the items in question.

Any proposal shall be deemed informal which does not contain prices set opposite each of the several items for which there is a quantity exhibited in the itemized proposal or which shall in any manner fail to conform to the conditions of the published notice inviting proposals. The unit prices and gross sum bid shall be indicated in words and figures. In case the amount shown in words and its equivalent in figures do not agree the written words may, in the discretion of the Commissioner of Transportation, be considered binding.

The bidder’s attention is directed to the fact that it cannot exceed three (3) decimal positions in the cents column under unit bid price.

Some of the items may be designated as Fixed Price Items. When this is the case, the fixed prices are published in the proposal. They can be identified in the Itemized Proposal by the words, “Fixed Price: See Specification and §102-03” appearing beneath the description of the item. In addition, the “Unit Bid Price” and “Amount Bid” columns have preprinted entries in them. The bidder shall not change these entries. Should the amount shown be altered, the altered figures will be disregarded and the preprinted price and amount will be used to determine the total amount bid for the contract.

Some Fixed Price Items indicate the price that will be paid for certain work. These have been prepared taking into account the cost of all labor, materials, and equipment necessary to complete the work including an allowance for overhead and profit. Other Fixed Price Items indicate an estimate of payments, with actual payments to be based on actual costs and provisions of the controlling specification. In either case, payments made under Fixed Price Items shall be in accord with the provisions for the specification for that item.

Similarly, one or more items may be designated as MINIMUM PRICE ITEMS or MAXIMUM PRICE ITEMS. When this is the case, the minimum (or maximum) prices are published in the proposal. These items can also be identified in the Itemized Proposal by the words “Minimum Bid___” or “Maximum Bid___” appearing beneath the description of the item. The price bid for Minimum Price Items shall not be less than the minimum price shown in the Itemized Proposal, but it may exceed that price. Conversely, the price bid for Maximum Price Items shall be less than, or equal to, the maximum price shown in the Itemized Proposal. In the event a bid is less than the Minimum Price (or more than the Maximum Price) indicated in the Itemized Proposal, the Department will substitute the appropriate minimum (or maximum) price and make the necessary adjustments to determine the total amount bid.

102-04 NO MISUNDERSTANDING. The attention of persons intending to make proposals is specifically called to “ARTICLE 3 of the AGREEMENT” wherein the bidder agrees that it has examined the contract documents and the site of the work and has fully informed itself from its personal examination of the same regarding the quantities, character, location and other conditions affecting the work to be performed including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over or under the site. Particular attention is called to special notes and special specifications in the proposal which may contain contract requirements at variance with standard sheets and specifications and may include information concerning the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over or under the site. The bidder agrees that its proposed contract prices include all costs arising solely from existing conditions shown, or specified in the contract documents including the Base Line Data, and/or readily observable from a site inspection during the bidding period available under this contract, and/or generally recognized as inherent in the nature of the work.

A. Base Line Data. The Department will make available relevant project specific information and engineering data that were used to develop the contract plans and proposal. The material will be listed as available on a form in the contract proposal entitled "Supplemental Information Available to Bidders". The supplemental information could include, for example, earthwork cross section sheets, various subsurface information, record plans, special reports and other pertinent
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project data. The information or data listed as available on the form can be accessed by the Contractor for inspection or reproduction at the Regional Office administering the contract. This material will be the Base Line Data and together with other contract documents will be used to determine changes to the work.

**B. Contract Document Components.** The following components of the contract documents complement one another in this declining order of precedence; plans, proposal, specifications, and then base line data. The intent of the contract documents is to include all items/aspects of the work that are necessary for the proper initiation, execution, and completion of the work. Base Line Data will be consistently provided in all Department projects.

**102-05 SUBSURFACE INFORMATION.** Boring logs and other subsurface information made available for the inspection of bidders were obtained with reasonable care and recorded in good faith by the Department.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

The locations of utilities or other underground man-made features were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore the location of known utilities may only be approximate.

The subsurface information shown was obtained for State design and estimate purposes. It is made available to bidders so that they may have access to the same information available to the State. It is presented in good faith, but as with all subsurface information it represents only a small fraction of the total volume of material at the site. Interpolation between data points may not be indicative of the actual material to be encountered.

**102-06 MODIFICATION OR WITHDRAWAL OF PROPOSAL.** Permission will not be given to modify or explain by letter, telegram, telephone or otherwise, any proposal or bid after it has been deposited with the Department. No proposal shall be withdrawn or canceled before the time designated for opening such proposals publicly except upon such conditions as the Commissioner may deem to be necessary.

Specifically, no proposal shall be withdrawn or canceled after the time designated for opening such proposals publicly, except to exercise the option as provided herein.

Any bidder or its duly authorized agent who has submitted proposals on more than one project of any one letting may, at its option and upon written request, withdraw any or all of its additional proposals after the person who opens and reads the bids has announced that such bidder has submitted the lowest proposal on a project for which bids have last been read. When this option is exercised, the proposals for other projects in the letting will be returned to the bidder unopened. No returned proposals will be considered after the bidder has exercised its privilege to withdraw the same. No proposals will be considered which have not been deposited with the Department prior to the time indicated in the advertisement. Any bidder exercising the privilege of so withdrawing its bid or bids waives all claims that may arise should it be found that its opened proposal is informal or for any other reason is unacceptable to the Department. The Department will open and read proposals in the order in which they are drawn and not in the order in which the projects are advertised.

If the proposal is made by an individual the P.O. Address shall be given. If made by a corporation, the names and addresses of the president, secretary and treasurer shall be given. If made by a partnership, the names of the partners shall be given.
102-07 BID DEPOSIT. YOU MUST SUBMIT A BID SECURITY WITH YOUR BID. Every proposal must be accompanied by a bid bond or a certified check or bank cashier’s check payable to the State of New York. If you elect to submit a bid bond, it MUST be on the Department's Bid Bond Form (CONR 391, a sample of which is included in §102-20) that already contains language representing 25% of the total bid. If you elect to submit a certified check or bank cashier's check, it must be in the amount specified in the bid proposal. The retention and disposition of such bid bond or certified check or bank cashier’s check by the Department shall be pursuant to and in conformity with Subdivision No. 2 of Section 38 of the Highway Law, as amended.

102-08 CONTRACT CLAUSES REQUIRED IN PUBLIC WORK. The execution of the contract by the Contractor binds it to the following specific agreements required by law:

A. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing of the State.

B. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

C. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

1. No laborer, workman or mechanic, in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

2. The wages paid for a legal day’s work shall be not less than the prevailing rate of wages as defined by law.

3. The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate 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.

4. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
   a. the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended,
   OR
   b. less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

D. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-d as amended that:

1. In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder no Contractor, subcontractor or any person acting on behalf of such Contractor or subcontractor shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

2. No Contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
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3. There may be deducted from the amount payable to the Contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

4. This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

5. The aforesaid provisions of this section covering every contract for or on behalf of the State or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

E. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

2. If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor’s agreement under clauses 1. through 7. (hereinafter called “non-discrimination clauses”). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions or employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

3. If directed to do so by the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses 1. and 2. and such provisions of the State’s laws against discrimination as the State Commissioner of Human Rights shall determine.

4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.

5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to the Contractor’s books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human...
Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

7. The Contractor will include the provisions of clauses 1. through 6. in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

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

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

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

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

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

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

G. The agreement shall be void and of no force and effect unless the Contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker’s Compensation Law.
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H. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the Contractor agrees, as a material condition of the contract:

1. That neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;

2. That if the Contractor or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller’s regulations.

I. The relationship of the Contractor to the State is that of an independent Contractor, and said Contractor, in accordance with its status as such Contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workers’ compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

J. The Contractor hereby agrees to the provisions of 139-a and 139-b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

1. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State of any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and;

2. any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

102-09 OTHER CONTRACTS, COORDINATION AND ACCESS. The State reserves the right to let other contracts in connection with this work. The Contractor acknowledges that, from the Contract documents and Base Line Data, it has been informed of such other contracts in the work area. The Contractor has carefully reviewed the Contract documents and all other pertinent information made
available by the Department that relate to the nature and scheduling of these other contracts that may be awarded and will submit a progress schedule that takes into account the need to coordinate its work with those other contractors. It is the obligation and duty of the Contractor under the Contract to coordinate its work with the work of these other contractors. There may be other contractors, subcontractors, utilities, or employees of the Department and its authorized representatives working at or adjacent to the work site during the performance of the Contract by the Contractor. The Contractor may not have exclusive access to or occupancy of the territory within or adjacent to the limits of the contract. To the extent indicated in the Base Line Data and Contract documents, the Department may also require that certain facilities and areas be used concurrently by the Contractor and others. Consistent with that indicated in the Base Line Data and Contract documents, the Department will advise the Contractor of the schedules of others. However, the Contractor should anticipate that its work may be interrupted or delayed from time to time on account of the concurrent activities of others. Delays and interferences to the Contractor's performance caused by activities with respect to other Department contractors, which delays and/or interferences could not reasonably have been anticipated from the Base Line Data and Contract documents, shall entitle the Contractor to an appropriate extension of time and/or time related damages pursuant to the provisions of §109-16.

The Contractor will be required to cooperate with other Contractors and owners of the various utilities and to coordinate and arrange the sequence of its work to conform with the operations of the work of other parties indicated in the Base Line Data. Cooperation and adjustments with the Contractors already engaged and to be engaged upon the site is essential to properly coordinate the construction efforts of all Contractors, utility owners, and subcontractors engaged in the work within and adjacent to the construction area of this contract.

In the event that utility facility adjustments are to be made by utility owner's forces in connection with and during the life of the contract, the Contractor will be required to cooperate with the owners of the various utilities and to coordinate and arrange the sequence of its work to conform with the progressive operations of the utility owner's work underway or to be put underway.

In case of interference between the operations of the utility owners and different contractors, the Regional Director will adjust as necessary the rights of each contractor and the sequence of work necessary to expedite the completion of the entire project.

If any part of the Contractor's work depends on the work of any other contractor and/or the Department for proper execution and/or results, the Contractor shall promptly notify the Department of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with its own work.

If it becomes necessary, coordination and access problems will be resolved by the Department.

102-10 LABOR AND EMPLOYMENT. On those projects financed without Federal Aid, the provisions of State Labor Law, as amended, and referred to in §102-08, Contract Clauses Required in Public Work, shall be applicable. In accordance with Section 85 of the State Highway Law, on projects financed with Federal Aid, any provisions of State Labor Law that are in conflict with mandatory Federal-aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded.

A. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than five days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the Department of Labor, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the New York State Department of Labor
§102-10

(NYSDOL), requests for Overtime Dispensation on certain specific operations.

The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hours days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract. An APPLICATION FOR DISPENSATION FOR HOURS will be provided by the Engineer upon request.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department’s certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

B. Payrolls. The Contractor and subcontractor shall furnish the Engineer, each week, its payroll records and statement of compliance with respect to the wages paid each of its employees, (including apprentices, trainees, watch persons and guards) engaged on work during the preceding weekly payroll period. Appropriate forms will be provided, by the Department, for this purpose. At the Contractor’s option computer printed payroll records, which supply the required data, may be used.

C. Public Notices. The Contractor shall post, in a location designated by the Engineer, a copy of the NYSDOL schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers’ Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the NYSDOL notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the Engineer directs. The Contractor shall provide a surface for such notices which is satisfactory to the Engineer. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

D. Worker Notices. The Contractor shall distribute a notice to each worker, in a form provided by the Engineer, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of the Contractor and all subcontractors. Such notice shall be distributed to each worker before he or she starts performing any work on the contract. At the time of distribution, the Contractor shall have each worker sign a statement, in a form provided by the Engineer, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by this section.

E. Federal-Aid Requirements.

1. Wage rates, Federal-aid Projects. The advertisement or call for bids on any contract for the construction of a project on the federal-aid system either shall include the minimum wage rates determined therefore by the U.S. Secretary of Labor or shall provide that such rates are set out in the advertisement, specifications, proposal, or other contract document, and shall further specify that such rates are a part of the contract covering the project.

2. Convict Labor. No convict labor unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purpose at the site or within the limits of any Federal-aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Department.
3. Selection of Labor. No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a federal-aid project. The selection of labor to be employed by the Contractor on any federal-aid project shall be of his/her own choosing.

4. Non-Discrimination. Employment shall be provided without regard to race, color, religion, sex, or national origin.

102-11 FORMS. The form of contract and bond, if given, shall be that provided by the State Department of Transportation.

102-12 (VACANT)

102-13 SAMPLE FORM OF PROPOSAL TITLE SHEET

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
OFFICE OF ENGINEERING

CONTRACT NO.
F.A. PROJECT NO

COUNTY

ITEMIZED PROPOSAL FOR RECONSTRUCTING
(Title of Project)

A TOTAL CONTRACT LENGTH OF KILOMETERS ROUTE NO.

TYPE OF CONSTRUCTION (Description of Work)

CAPITAL PROJECT IDENTIFICATION NUMBER 1234,56.789

DEPOSIT REQUIRED $6,000.00

COMPLETION DATE November 15, 1979

NOTE: The bidder is asked to use either black ink or typewriter (black ribbon) in completing the proposal form. Your cooperation is appreciated.

102-14 SAMPLE FORM OF PROPOSAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Estimate Quantities</th>
<th>Items with unit bid price written in words</th>
<th>Unit bid price</th>
<th>Amount bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Clearing and Grubbing For....................lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>201.0601 M</td>
<td>Necessary</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total or gross sum bid written in words

Dollars Cts.

$............... $.............