

SET NO. _____



CONTRACT DOCUMENTS

COGAN AVENUE RECONSTRUCTION

PROJECT No. 2021-001

**CITY OF PLATTSBURGH
DEPARTMENT OF PUBLIC WORKS
CLINTON COUNTY**

**CHRISTOPHER ROSENQUEST
MAYOR**

MARCH 2021

CONTRACT DOCUMENTS

FOR

**COGAN AVENUE
RECONSTRUCTION**

**CITY OF PLATTSBURGH
CLINTON COUNTY**

PROJECT NO. 2021-001

March 2021

Prepared by:



C&S ENGINEERS, INC.
21 Arkansas Street
Plattsburgh, New York 12903

NOTICE TO BIDDERS

The Common Council of City of Plattsburgh will receive bids for the “**Cogan Avenue Reconstruction**” at the City Clerk’s office, City Hall, 41 City Hall Place, Plattsburgh, New York 12901, until **2:00 P.M.**, on **Tuesday, March 30, 2021** at which time and place all bids will be publicly opened and read aloud for:

PROJECT NO. 2021-001
Cogan Avenue Reconstruction

Plans and specifications may be examined on or after **Tuesday, March 9, 2021** at the Office of the City Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays, or by visiting the City of Plattsburgh website: <http://www.cityofplattsburgh-ny.gov/> and click on “Bid Opportunities”. Plans and specifications are available from the aforementioned City of Plattsburgh website only. All contractors who intend to submit a bid package are required to register on the web site.

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the CITY OF PLATTSBURGH as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informality, and to accept the lowest responsible bid.

BY ORDER OF THE COMMON COUNCIL
CITY OF PLATTSBURGH
CLINTON COUNTY, NEW YORK

ACTING AS THE GOVERNING
BODY OF CITY OF PLATTSBURGH WATER
DISTRICT

CITY CLERK, CITY OF PLATTSBURGH

DATED: March 9, 2021

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604.51020415	Stormwater Treatment System (SWTS) over 4.5 cfs up to 6.0 cfs
608.03040008	Remove, Store and Reset Concrete Block Pavers
609.99970011	Precast Concrete Wheel Stop
610.16010020	Turf Establishment – Performance
611.19010024	Post Planting Care with Replacement – Major Deciduous Trees
623.12110001	Crushed Stone (In Place Measure) Size Designation 1
627.50140008	Cutting Pavement
645.03040011	High Visibility Ground-Mounted Sign Panels Less Than or Equal to 30 Sq. Feet with Z-Bars
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680.77000105	Modify Traffic Signal Installation, Location 1
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680.81330010	Audible Pedestrian Signal (APS)
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DRAWINGS

SHEET NO.	DESCRIPTION	DRAWING NO.
1	Cover	-
2	Index and Abbreviations	IAB-01
3	Legend	LEG-01
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5	Typical Sections	TYP-01
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17 to 18	Curb Ramp Details	CRD-01 to CRD-02
19 to 26	General Plans	GNP-01 to GNP-08
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BIDDING REQUIREMENTS

INFORMATION FOR BIDDERS

BIDS FOR PROJECT

The City of Plattsburgh, at the City Clerk's office, will receive SEALED PROPOSALS for:

COGAN AVENUE RECONSTRUCTION

PROJECT NO.: 2021-001

TIME AND PLACE OF BID

Bids are to be submitted in sealed opaque envelopes, and will be received by the City of Plattsburgh, at the City Clerk's office, City Hall, 41 City Hall Place, Plattsburgh, New York, not later than **2:00 P.M.** prevailing time, on **Tuesday, March 30, 2021** at which time and place they will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening of bids.

BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "PROJECT NO. 2021-001, COGAN AVENUE RECONSTRUCTION, CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK", but otherwise unmarked. Bid package shall include Proposal sheets, Qualifications of Bidder sheets, Certificate of Non-Collusion, and Approval of Subcontractor sheets.

PLANS AND SPECIFICATIONS

Plans and specifications may be examined on or after **Tuesday, March 9, 2021** at the Office of the City Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays, or by visiting the City of Plattsburgh website: <http://www.cityofplattsburgh-ny.gov/> and click on "Bid Opportunities".

Plans and specifications are available from the aforementioned City of Plattsburgh website only. All contractors who intend to submit a bid package are required to register on the web site.

VERBAL ANSWERS

The Common Council, its agents, servants or employees, or the Engineer, will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the contract drawings or Specifications given prior to the awarding of the contract.

EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the

submission of a proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

PROPOSAL

The Proposal contained herein shall be used in making out bids. Any proposal not in accordance with these instructions or containing bids not asked for may be rejected. While separate prices are required for various items under this contract, it is understood that the contract will be awarded as a whole.

As the estimates of quantities of items stated in the Proposal are approximate only, bidders are required to submit their proposal upon and in the following express conditions, which shall apply and become part of every proposal received.

Bids will be compared by total amounts, said total amount being the sum of the products of the quantities multiplied by the unit price bid for the various items, with due consideration being given to the lump sum prices bid for any contingent or optional items. Unbalanced bids will not be accepted.

Each bidder shall fill out in ink, in both words and figures, in the spaces provided, its unit or lump sum bid, as the case may be, for each item in said Proposal for which it is submitting a bid. If there is any discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices.

A bid which does not include bids for all items in the Proposal may not be considered valid.

If the contract is not awarded by the Common Council within ninety (90) days after the receipt of bids, the obligation of the bidder under this Proposal may terminate at its option and it shall thereupon be entitled to a refund of its certified check or release of its bid bond furnished by it as security with its proposal.

BID BOND OR CERTIFIED CHECK

Each proposal from a Contractor shall be accompanied by a bid bond or certified check on a solvent bank of the STATE OF NEW YORK, in the amount of five percent (5%) of the total bid. Such check shall be made payable to CITY OF PLATTSBURGH, PLATTSBURGH, NEW YORK, and the amount thereof shall be the measure of liquidated damages which the City may sustain by failure, neglect or refusal of the bidder to execute and deliver the contract, should the contract be awarded to it. The checks of all unsuccessful bidders will be returned upon the rejection of bids and the awarding of the contract; also, the check of the successful bidder will be returned upon the execution of the contract and the furnishing of the required bond.

NAME OF BIDDER

Each bidder must state, in its proposal, its full name and business address, and the full name of every person, firm or corporation, interested in same, and the address of every person or firm, or president and secretary of every corporation, interested with it.

QUALIFICATIONS OF BIDDERS

(1) The Common Council reserves the right to waive any informalities in, or reject any and all bids. The Board reserves the right to reject any and all bids which do not conform to the Proposal.

(2) All bidders must prove to the satisfaction of the Common Council that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work.

(3) In determining the qualifications of a bidder, the Common Council will consider its record in the performance of any contracts entered into by it for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Common Council may request.

(4) The Common Council shall be the sole judge of the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Common Council, or if the evidence submitted by, or the investigation of, such bidders fails to satisfy the Common Council that it is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

PERFORMANCE AND MAINTENANCE BOND

The Contractor shall furnish a Performance Bond, Labor and Materials Bond, and a one (1) year Maintenance Bond each in an amount equal to one hundred (100%) percent of the total contract price as security for its faithful performance of this contract, for the payment of all persons performing labor or furnishing materials in connection with this contract. Such bonds shall also cover any penalties, interest charges and assessments levied by any governmental unit for failure to comply with laws and/or regulations governing public work. The Maintenance Bond shall be an assurance that all work and materials provided under this contract shall be maintained for a minimum period of one (1) year. The Maintenance Bond shall be furnished following final completion, and payment under the contract. The contractor shall be required to furnish all guarantees and warranties of manufacturers of products in connection with this contract, but no manufacturer's limitation of time shall act to limit the responsibility of the contractor or its surety hereunder.

The surety must be licensed in the State of New York and have a BEST A rating, or the surety shall present information satisfactory to the CITY to permit the CITY to accept the bond.

At the time of submission of bonds or at any time thereafter, the CITY may evaluate the surety or sureties proposed, and demand a change of surety if it determines that the financial position of such surety does not provide for a proper protection of the interests of the CITY. The CITY shall be guided by its legal counsel, and insurance industry consultants in determining proper sureties for CITY public works contracts. If the CITY notifies the contractor in writing that a surety is unacceptable for any reason, then the contractor shall replace the surety and the bond in question within five (5) business days with a surety and bond deemed suitable by the said CITY. The premiums charged for all such bonds shall be a cost of the contractor and not the CITY. Upon notice to change surety being forwarded

to a contractor, no further payments shall be made until a new bond in proper form naming an acceptable surety is provided.

SIGNATURE OF CONTRACTOR

The bidder to whom a contract may be awarded shall attend at the office of the Common Council, with the sureties offered by it, within seven (7) days, Saturdays and Sundays excepted, after date of notification of the acceptance of its proposal, and there sign the contract in quadripartite for the work and furnish approved security for its performance.

In case of failure to do so, the bidder shall be considered as having abandoned the same, and the check accompanying its proposal shall be forfeited to the Common Council, or the penalty of the bid bond shall be invoked.

CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until it has obtained and had approved by the City all of the insurance specified and required by the Contract.

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the Common Council.

RESPONSIBILITY OF BIDDER

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after date of the Engineer's approval of the final payment request.

LABOR RATES

The Contractor shall pay not less than the minimum hourly wage rates on this contract as established in accordance with Section 220 of the Labor Law, as shown on the Wage Schedule and Prevailing Rate Schedule, either shown on the following pages or the current prevailing rates paid at the time of construction.

Each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (i) plumbing and gas fitting, (ii) steam heating, hot water heating, ventilating and air conditioning apparatus and (iii) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the owner, upon a showing presented to the owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a

change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two (2) of section two hundred twenty-two (222) of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Engineer, and in substantial accordance with the Specifications hereunto annexed and the Plans therein referred to and the Change Orders amended to the Contract. See Liquidated Damages section included in the Technical Information section of this proposal book.

RESPONSIBILITY OF CONTRACTOR

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after its completion and acceptance. Any progress payments made by the City during the completion of this contract by the Contractor shall not be a waiver of the foregoing provision.

COMMON COUNCIL
CITY OF PLATTSBURGH
CLINTON COUNTY, NEW YORK

END OF SECTION

BIDDING & CONTRACT REQUIREMENTS

BID PROPOSAL CHECKLIST

COGAN AVENUE RECONSTRUCTION PROJECT NO. 2021-001

(All pages of this color to be completed by
Bidder PRIOR to Bid Submission)

BID PROPOSAL FORM (BASE BID – LUMP SUM): All blanks appropriately filled and signed.

NON-COLLUSIVE BIDDING CERTIFICATE: Requires Bidder's signature.

WAIVER OF IMMUNITY: Requires Bidder's Signature

CERTIFICATION OF BIDDER REGARDING EEO: Requires Bidder's signature.

RESOLUTION ACCOMPANYING BID: Requires Bidder's signature.

STATEMENT OF SURETY'S INTENT: Requires completion and signature by Surety's Representative.

BID SECURITY: Attach Bid Security to page labeled "BID SECURITY"
(ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).

BIDDER'S ADDRESS: Requires Bidder's signature.

CONFLICT OF INTEREST: Requires Bidder's signature.

BIDDER REFERENCES: Requires completion

SEXUAL HARASSMENT CERTIFICATION: Requires completion

NOTE: To Bid the Contract, the Bidder must fill in all pages this color.

BID PROPOSAL FORM
COGAN AVENUE RECONSTRUCTION
PROJECT No. 2021-001

SUBMIT TO: City Clerk's Office
41 City Hall Place
Plattsburgh, NY 12901

BID DATE: 2:00 P.M., Tuesday, March 30, 2021

The undersigned hereby certifies he/she has examined and fully comprehends the requirements and intent of these specifications and offers to furnish all labor, materials required, equipment and supplies and related to do the work as specified herein at the following price:

<u>DESCRIPTION</u>	<u>TOTAL PRICE</u> <u>(Dollars)</u>
BASE BID:	\$ _____
_____	_____ (Dollars)
(words)	
FIELD CHANGE CONTINGENCY	\$ <u>70,000.00</u>
BASE BID TOTAL:	\$ _____
_____	_____ (Dollars)
(words)	

=====

NAME OF FIRM: _____

AUTHOR.SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE #: _____ FAX #: _____

EMAIL: _____ DATE: _____

=====

Required Attachments: See Bid Proposal Checklist

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Section 103-D of the General Municipal Law, the Contractor makes the following statement under penalty of perjury, and by submission of this bid or proposal, the bidder certified that:

(a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he/she has fully informed him or herself regarding the accuracy of the statements contained in this certification and, under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Resolve that _____ be authorized NAME OF CORPORATION
to sign and submit the bid or proposal of this corporation for the following project:

COGAN AVENUE RECONSTRUCTION
Project No. 2021-001

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on the _____ day of _____, 20__.

(Seal of the Corporation)

Secretary: _____

RESPECTIVELY SUBMITTED:

Firm Name: _____

Address: _____

Signed By: _____

Title: _____

END OF SECTION

**WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority 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.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Bidder

Title

Date

(Corporate Seal, if any)
(If no seal, write "No Seal"
Across this place and sign)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER:

Bidder's Name: _____

Address and Zip Code: _____

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

2. Were compliance reports required to be filed in connection with such contract or sub-contract?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

a. Has bidder filed all compliance reports due under applicable instructions?

Yes ___ No ___ None Required ___

4. If answer to Item 2.a is "No", please explain in detail.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Signature

Date

Name & Title Typed

RESOLUTION ACCOMPANYING BID

(Corporate Bidders Only)

TO: _____
(Name of Owner)

I HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of _____ a corporation, incorporated under the laws of the State of _____ duly called and held on the _____ day of _____, 20____, a quorum then being present; that the said resolutions have been entered upon the regular minute book of the corporation and are in accordance with the certificate of incorporation and the bylaws and are now in full force and effect:

RESOLVE that the below listed officer(s) of this corporation is/are authorized on behalf of this corporation to sign the bid proposal and the contract for the following project: Proposal for the Northeast Gateway Enhancements, Phase 1 and to include in such bid proposal the certificate as to non-collusion required by law as the act and deed of such corporation, and for all inaccuracies or mis-statements in such certificate this corporation shall be liable under the penalty of perjury; and to enter into the contract if awarded to this corporation;

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Secretary: _____

Date: _____

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

BID SECURITY

(ATTACH HERE – CERTIFIED CHECK, CASH, OR BID BOND)

BIDDER'S ADDRESS

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

The post office address of the bidder is

_____ (Street)

_____ (City and State)

IF A CORPORATION:

NAME

ADDRESS

_____ President _____

_____ Secretary _____

_____ Treasurer _____

IF A FIRM:

NAME

ADDRESS

CONFLICT OF INTEREST

(A) AFFIDAVIT:

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

(B) DUTY TO DISCLOSE:

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

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

(C) DUTY TO MAINTAIN CONFIDENTIALITY:

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

CONFLICT OF INTEREST

AFFIDAVIT

STATE OF NEW YORK)

ss:

CITY OF PLATTSBURGH)

_____, being duly sworn, disposes and says that:

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

Dated: _____ 20__

By: _____

Sworn before this _____ day of _____, 20__.

Notary Public

BIDDER REFERENCES

All bidders will be required to complete this form providing five references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have dealings with the Bidder within the last thirty-six (36) months. The City reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and / or contract. Completion of the reference form is required.

BIDDER'S NAME: _____

Date Filed: _____

1. **Reference's Name:** _____

Address: _____

Telephone: _____ **Contact Person:** _____

2. **Reference's Name:** _____

Address: _____

Telephone: _____ **Contact Person:** _____

3. **Reference's Name:** _____

Address: _____

Telephone: _____ **Contact Person:** _____

4. **Reference's Name:** _____

Address: _____

Telephone: _____ **Contact Person:** _____

5. **Reference's Name:** _____

Address: _____

Telephone: _____ **Contact Person:** _____

**SEXUAL HARASSMENT PREVENTION CERTIFICATION FOR
CONSTRUCTION CONTRACT BIDS**

Cogan Avenue Reconstruction
City of Plattsburgh
Project No. 2021-001

Bidders/Proposers must certify as part of their bid that they are in compliance with maintaining a written policy addressing sexual harassment prevention in the workplace and providing annual sexual harassment prevention training to all their employees

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

Bidder

(Name, Title)

Date

RETURN THIS PAGE WITH BID

CONTRACT AND STANDARD FORMS

AGREEMENT

THIS AGREEMENT made the <DATE>, by and between the City of Plattsburgh, New York, a municipal corporation of the state of New York chartered by the Laws of 1902, Chapter 269, as amended, with principal office at City Hall, Plattsburgh, New York, hereinafter called the "Owner" and <CONTRACTOR>, doing business as (an individual partnership or corporation), with principal office at <ADDRESS>, State of New York, hereinafter called the "CONTRACTOR."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

**PROJECT NO. 2021-001
Cogan Avenue Reconstruction**

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 days after the NOTICE TO PROCEED and will complete all work by xx/xx/2021.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$<VALUE> or as shown on the BID schedule.
5. The undersigned further agrees to accept the Itemized Bid as compensation for the completion of the project as detailed in the contract documents.
6. The term "CONTRACT DOCUMENT" means and includes the following:
 - a. Notice to Bidders.
 - b. Specification Manual
 - c. Lump Sum Bid Proposal Form
 - d. Performance, Labor and Material Payment Bonds.
 - e. Drawings
 - f. Notice of Award/Notice to Proceed.
 - g. All addenda issued.
 - h. Change Orders.
7. The Contractor agrees to pay liquidated damages as outlined in the General Conditions Sections 2.11 and 2.12 if the work is not substantially complete beyond the specified completion date.
8. The CONTRACTOR shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the PROJECT provided that any such claim, damage, loss or expense is:
 - a. attributable to bodily injury, sickness, disease or death or to injury to or destruction of

tangible property (other than the PROJECT itself) including the loss of use resulting there from; and, is,

- b. caused in whole or in part by a negligent act or omission of the CONTRACTOR, any subcontractor, or of anyone for whose actions any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.
9. In any and all claims against the Owner or any of its agents or employees by any employee of the CONTRACTOR, any one directly or indirectly employed by them, or anyone for whose actions any of them may be liable, the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.
10. The obligations of the CONTRACTOR under this contract shall not extend to the liability of the Mayor, and/or his designated official(s), arising out of:
- a. the preparation and approval of maps, drawings, opinions, reports, services, change orders, designs or specifications, or
 - b. the giving of or the failure to give instructions by the Mayor, and/or his designated official(s), provided such giving or failure to give is the primary cause of such injury or damage.
11. The obligation of the CONTRACTOR to indemnify shall be covered by an appropriate insurance policy.

IN WITNESS WHEREOF, the parties have executed this agreement in three counterparts, each of which shall be deemed an original, the year and day first above written.

CITY OF PLATTSBURGH

By: _____
Christopher Rosenquest, Mayor

CONTRACTOR

By: _____

PRINT NAME & TITLE

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called the Contractor, and _____, a Surety Company authorized to do business in the State of New York, are held and firmly bound, in solido, unto the _____ existing under the laws of the State of New York, as Obligee, and hereinafter called the Owner, in the sum of _____ (\$ _____), payable in lawful money, bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents.

WHEREAS, the Contractor and the Owner have entered into a written Contract, dated the _____ day of _____, 20__, hereinafter called the Contract, whereby the Contractor has agreed to furnish all material, equipment, labor, tools, and do all the work necessary to perform:

Cogan Avenue Reconstruction
Project No. 2021-001
City of Plattsburgh, Clinton County

in accordance with Plans, Specifications, Proposal, and other Contract Documents attached hereto and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH that the said Contractor shall well and truly, in a good, sufficient, workmanlike manner, and to the satisfaction of the Engineers, perform the complete work required, and shall promptly pay all persons, firms, or corporations who perform labor or furnish equipment, supplies, materials for use in the work thereunder, and shall satisfy all claims against the Owner and Engineer, for damages of life, limb, or property that may be caused by the acts of, or negligence of, the Contractor or any of its agents or employees, or any subcontractor employed by it and shall satisfy all suits or claims brought against the Owner and Engineer arising from the violation of any law, ordinance, regulation, order, or decree on the part of the Contractor, or any of its agents or employees; or sub-contractor employed by it or from any infringement or alleged infringement of patents in the work under said Contract; or howsoever originating from any of the operations under said Contract; and shall fully indemnify and save harmless the Owner and Engineer from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner and Engineer all outlay and expense which the Owner and Engineer may incur in making good any such default, and in all other particulars shall faithfully perform the Contract on his part according to the terms, covenants, and conditions thereof and within the time specified therein, then this obligation shall be void; otherwise, it will remain in full force and effect.

PROVIDED, FIRST, that should the Contractor fail to comply with the provisions of the Contract to such an extent that the Contract shall be forfeited, the Surety shall have the right to assume the Contract and proceed to perform or sublet the same, as therein provided. And the Surety shall, in that event, be subrogated to all the rights and interests of the Contractor arising out of the Contract, and be entitled to hold and use all of the equipment and properties of the Contractor which may be necessary for the completion of the Contract; and all moneys which may be due said Contractor at the moment of his default, or which may thereafter become due said Contractor under or by virtue of the Contract, shall become due and payable to the Surety as the work progresses, subject to all of the terms of the Contract.

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

(Continued)

SECOND, that any alterations which may be made in the terms of the Contract, or in the work or materials to be furnished thereunder; or the granting by the Owner of any extension of time, or any forbearance or action on the part of either the Owner or the Contractor toward the other under said Contract; shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns, from their liability hereunder; notice to the Surety of any such alteration, extension, forbearance, or action, being hereby waived; provided, that the written consent of the Surety shall first be obtained if any alteration be required which shall alter the general character of the work as a whole, or which shall increase the total amount to be paid to the Contractor by more than twenty-five (25%) percent.

THIRD, no right of action shall accrue hereunder to or for the use or benefit of anyone other than the Owner, and the Owner's rights hereunder may not be assigned without the written consent of the Surety.

WITNESS OUR HANDS AND SEALS, this _____ day of _____, 20__.

(SEAL)

Contractor

Witness

Address: _____

By: _____

Surety

Address: _____

By: _____

CITY OF PLATTSBURGH, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

City of Plattsburgh Resolution Number _____ Date _____

The **City of Plattsburgh** has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required Performance BOND, Payment BOND, and certificate of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said BONDS within ten (10) business days from the date of this Notice, the City of Plattsburgh will be entitled to consider all your rights arising out of the City's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The City will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

City of Plattsburgh Department of Public Works

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____
Department Head Signature Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____
Authorized Signature Typed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20__.

CITY OF PLATTSBURGH, NEW YORK

****NOTICE TO PROCEED****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

City of Plattsburgh Resolution Number _____ Date _____

PLEASE BE ADVISED that work may begin on the above contract on _____, 20__ and shall be completed on or before _____ 20__.

City of Plattsburgh Project Manager: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

Project Engineer: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

You are required to return an acknowledged copy of this NOTICE TO PROCEED within five (5) calendar days of the date of this Notice to:

City of Plattsburgh Department of Public Works

Street Address PO Box City State Zip Code

Telephone Fax

By: _____
Department Head Signature Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: _____
Authorized Signature Typed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20__.

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name

_____ Address

() _____ Phone

_____ Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner and New York State and its employees are to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days' notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from and against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

APPROVAL OF OWNER:

(Name of Company)

(Signature)

(Print Name & Title)

(Signature)

CONTRACT CONDITIONS

GENERAL CONDITIONS

1. GENERAL CONDITIONS

The "General Conditions" are hereby made a part of these specifications and are attached herein.

Where any article of the General Conditions is supplemented hereby, the provisions of such article shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

Work, materials, plant, labor and other requirements of the General Conditions shall be furnished by the contractor. No direct payment shall be made for these General Conditions, and payment shall be deemed to be included in the Contract price or various items of the entire Contract.

2. CONTRACT DOCUMENTS

The Contract Documents include, but are not limited to, the General Conditions, General Specifications, Detailed Specifications, Plans, Proposal Form, Contract and other sections as either cited on the Index page(s) or actually included in the bound documents.

Each section of the Contract Documents is intended to be complementary to the other sections. It is intended that they include all items of labor and materials and everything required and necessary to complete the work, even though some items of work or materials may not be particularly mentioned in every section or may have been inadvertently omitted from the Drawings or Specifications or both.

3. APPROVAL OF SUBCONTRACTORS AND MATERIALS

Prior to commencing any work under this Contract, the contractor shall submit to the Engineer for approval a list of all the subcontractors and material suppliers it proposes to use for this Contract. No subcontractor or material supplier will be permitted to deliver materials or perform any work on this Contract until it has been approved by the Engineer.

4. INTERPRETATION OF DRAWINGS, ETC.

In the event of discrepancies between the Drawings and the Specifications, the following order shall be given preference when making interpretations:

- a. Addenda (later dates to take precedence over earlier dates).
- b. Drawings (schedules or notes to take precedence over other data shown on Drawings).
- c. Technical Specifications
- d. General Specifications
- e. General Conditions

On all Plans, Drawings, etc., the figure dimensions shall govern in the case of discrepancy between the scales and figures.

The contractor shall take no advantage of any error or omission in the Plans, or of any discrepancy between the Plans and Specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and of the Plans as construed by him, and his decision shall be final.

All work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the contractor as if designated in both. Should any work or material be required which is not denoted in the Plans and Specifications, either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required, and that the contractor shall perform such work and furnish such materials as if they were completely delineated and described.

5. ADDITIONAL WORK

Additional work, if required to be performed under this Contract, will be in accordance with the applicable paragraphs of the Contract. The Engineer shall be the sole judge as to whether such work was intended as part of the Contract or is in addition thereto.

6. SAFETY PROVISIONS

The contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees. In case of an accident, first aid shall be administered to any who may be injured in the progress of the work. In addition, the contractor shall also be prepared for the removal to the hospital for treatment of any employee either seriously injured or ill.

7. SANITARY REGULATIONS

In addition to compliance with the Occupational Safety and Health Act, the contractor shall erect and maintain necessary sanitary conveniences for the use of employees on the work. Such conveniences shall be properly secluded from observation, and their use shall be strictly enforced. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances or regulations governing these facilities. The contents of same shall be removed with sufficient frequency to prevent nuisance, and disposed of to the satisfaction of the Engineer.

The contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. In case any infectious diseases occur among its employees, it shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work.

8. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION

By means of the on-site observations of the work in progress, the Engineer will endeavor to provide protection for the Owner against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the contractor's construction means, methods,

techniques, sequences or procedures, or of any safety precautions and programs in connection with the work.

The contractor is responsible for complete conformance to the Plans and Specifications, proper construction procedures, coordination with subcontractors, other contractors and utilities, and safe working conditions for its employees.

9. LABOR

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto. All contractors and subcontractors shall submit original copies of certified payroll records for each period worked at the site. In addition all contractors and subcontractors shall provide a completed Affidavit of Labor Form 220 and Riverhead Town Wage Disclaimer Form for each payroll week prior to issuance of any partial or final payment.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.

10. CLAIMS OR PROTESTS

If the contractor considers any work required of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineers or Inspectors as unfair, he shall ask for written instructions or decisions immediately, and then file a written protest with the Owner against the same within five days thereafter, or be considered as having accepted the record or ruling.

11. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES

The contractor shall cooperate in every way with the utility companies. All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL, Section 761.

All conduits, water mains and gas mains encountered in the construction shall be properly and safely taken care of by the contractor, who shall, upon encountering same, notify the public corporation to whom they belong, in order that they may be changed in such a manner as not to interfere with the final construction.

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit by reason of negligence on the part of the contractor, he shall, without delay and at his own expense, repair same to the satisfaction of the Engineer, and in case such repairs are not made promptly or satisfactorily, the Owner may have the repairs made by another contractor or otherwise, and deduct the cost of same from any monies due or to become due the contractor.

12. INFRINGEMENT OF PATENTS

The contractor further agrees to hold himself responsible for any claims made against the Owner for any infringement of patents by the use of patented articles in any one phase of construction of the work and the completion of same, or any process connected with the work agreed to be performed under this Con-

tract, or of any materials used upon said work and to save harmless and indemnify the Owner from all costs, expenses and damages which the Owner shall be obliged to pay by reason of any infringement or patents used in the construction and completion of the work.

13. DAMAGES

All damage, direct or indirect, of whatever nature resulting from either the performance of, or resulting to the work under, this Contract during its progress from whatever cause, shall be borne and sustained by the contractor, and all work shall be solely at his risk until the date of the final payment request.

14. GUARANTEE/WARRANTY

This contractor shall guarantee and warrant his work and that of his subcontractors against defects in workmanship and/or materials for a period of one (1) year from the date of final payment request by the Engineer, except as otherwise specified. Upon written notification from the Engineer, the contractor shall repair, replace or reconstruct such defects to the satisfaction of the Engineer at no cost to the Owner.

15. STANDARDIZATION

The general items specified with the Technical Specifications indicate specific manufacturers and/or catalog numbers etc., for the purpose of standardization within the District in order to minimize the stockpiling of replacement parts.

END OF SECTION

DEFINITIONS AND TERMS

Same as Section 101, of the New York State, Department of Transportation, Standard Specifications, Construction and Materials (US Customary Units), as of January 1, 2021 and all addenda.

References to the City's representative "C&S Engineers, Inc." and City personnel shall hereinafter be made as the "Engineer".

Under this contract the New York State Department of Transportation, Office of Engineering Standard Specifications, Construction and Materials (US Customary Units), as of January 1, 2021 and all addenda are amended as follows:

Under Section 101-02 – Definitions and Terms

1. Page 22, Chief Engineer
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "City of Plattsburgh Department of Public Works Superintendent" or his authorized representative.
2. Page 22, Commissioner
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "City of Plattsburgh Department of Public Works Superintendent".
3. Page 24, Department
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "City of Plattsburgh Department of Public Works" and may also be used to mean the "City of Plattsburgh Department of Public Works Superintendent" or his authorized representative.
4. Page 24, Departmental Geotechnical Engineer
Delete the stated definition. The "City of Plattsburgh Department of Public Works Superintendent" or his authorized representative shall be responsible and is in charge of all engineering and construction work on this contract.
5. Page 24, Departmental Engineering Geologist
Delete the stated definition and substitute the same definition as above for Departmental Geotechnical Engineer.
7. Page 24, Engineer or Engineer-In-Charge
Delete the words "Department of Transportation" and substitute "City of Plattsburgh Department of Public Works". Also delete the words "Regional Director" and substitute "City of Plattsburgh Department of Public Works Superintendent".

9. Page 25, Final Agreement
Delete “State of New York, Department of Transportation” and substitute “City of Plattsburgh Department of Public Works”.
10. Page 25, Inspector
Delete “The Department of Transportation” and substitute “The authorized representative of the City of Plattsburgh Department of Public Works”.
11. Page 26, Materials Bureau
Delete the word “Bureau” and the stated definition and substitute “City of Plattsburgh Department of Public Works has the responsibility in the quality assurance for materials to be used on the contract”.
12. Page 28, Regional Director
Delete the stated definition and substitute: “When used, means the City of Plattsburgh Department of Public Works Superintendent”.
13. Page 29, State
Delete the stated definition and substitute: “When used, means the City of Plattsburgh, represented by the City of Plattsburgh Department of Public Works through the City of Plattsburgh Department of Public Works Superintendent”.

Under Section 102 – Bidding Requirements and Conditions

14. Pages 30 and 31, Subsection 102-01, Location of Regional Offices
Delete entire subsection -- not applicable.
15. Page 35, Subsection 102-07, Bid Deposit
Delete from the second and third lines the words “State of New York”, and substitute “City of Plattsburgh”.

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The following supplements modify, delete from, and/or add to the General Conditions.
 - 1. All articles, or portions thereof, which are not specifically modified, deleted, or superseded hereby remain in full effect.
 - 2. The General Conditions also may be supplemented elsewhere in the Contract documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.02 PROPOPAL REQUIREMENTS AND CONDITIONS

- A. A Bidder must submit all bids on the proposal forms contained in the Contract Documents. The City shall furnish Bidders with proposal forms. All attachments are necessary to the proposal forms and must not be detached. Any plans, specifications, or other documents referenced in the proposal form are part of the proposal whether attached or not.

1.03 TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and time for completion of the work specified herein are essential conditions of the contract. It is further mutually understood and agreed that the time for completion of the work described herein is a reasonable time for the same, taking into consideration the average climatic range, and usual industrial conditions prevailing in this locality.
- B. If delays are caused by acts of God, acts of government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the work provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner in writing, with a copy to the Engineer, of the cause and particular of the delay.

If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the work. (This paragraph shall be interpreted to include delays in receipt of materials, provided the Contractor placed his order and submitted shop drawings for such material promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry). The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

- C. As a part consideration for the awarding of this Contract, the Contractor furthermore understands and agrees that he shall neglect, fail or refuse to complete the work by the Time

for completion, the Owner has the right to immediately terminate the contract, to withhold payment of all contract amounts payable to the Contractor and all contract amounts previously retained by the Owner, and to proceed to complete the work through other third-party contracts and/or with its own forces. If the cost of completing the work exceeds unpaid and retained contract amounts, and if the Owner is otherwise damaged due to the Contractor's failure to complete the work by the time for Completion, the Owner shall pursue all remedies under the contract and the law to seek reimbursement of and otherwise recover all such damages from the Contractor. Such damages shall be in addition to the Liquidated Damages stipulated in the General Conditions, Section 2.11 Liquidated Damages shall be calculated on the basis of the number of calendar days following the completion date until the Owner completes the work following termination of the Contract."

1.04 SPECIAL LABOR REQUIREMENTS

The City of Plattsburgh, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall provide, such information as the City of Plattsburgh deems necessary in order to ascertain the pecuniary and financial, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the net lowest bidder shall become the apparent lowest responsible bidder.

The City of Plattsburgh may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

- A. Description of its experience with projects of comparative size, complexity, and cost within recent years, demonstration of Contractor's ability and capacity to perform a substantial portion of the project with its own forces;
- B. Documentation from previous projects regarding:
 1. Timeliness of performance;
 2. Quality of work; extension requests;
 3. Work, including fines and penalties imposed and payment thereof;
 4. Liens filed;
 5. History of claims for extra work;
 6. Contract defaults, together with explanations of same.
- C. Identification and description of any projects within the previous five (5) years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.
- D. An adequate demonstration of financial responsibility, which may include in the City of Plattsburgh's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possess adequate resource and availability of credit and ability to procure insurance and bonds required for the project.

- E. Disclosure of any suspension or revocations of any professional license of any director, officer owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licenses profession;
- F. Disclosure of any and all OSHA violations within the previous three (3) years, as well as all notices of OSHA citations filed against the apparent lowest bidder in the same three (3) year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation;
- G. Disclosure of any and all violations within the previous five (5) years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities;
- H. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the City of Plattsburgh considers appropriate;
- I. Disclosure of any litigation (including copies of pleadings) in which the apparent lowest bidder has been named as a defendant or third party defendant in the action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five (5) years;
- J. Disclosure of violations of the Prevailing Wage and Supplement Payment requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years;
- K. Disclosure of violations of the Workmen's Compensation Law, including, but not limited to the failure to provide proof of Workmen's Compensation or Disability coverage and/or any lapses thereof;
- L. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, it's officers, directors, owners and/or managerial employees, within the past five (5) years;
- M. Disclosure of any violations within the past five (5) years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations;
- N. Identify all work to be subcontracted when requested by the City of Plattsburgh, identifying the firm(s) to which the work will be subcontracted. All subcontractors are subject to the approval of the City of Plattsburgh. The approval of the subcontractors by the City of Plattsburgh, as provided in the general conditions, shall be subject to the same evaluation of responsibility.

Prior to a final determination that the apparent lowest bidder is not responsible, the City of

Plattsburgh shall notify the part of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest bidder to appear and be heard, prior to a determination be made regarding its responsibility.

In the event the amount of the lowest bid appears disproportionately low when compared with estimates undertaken, by or on behalf of the City of Plattsburgh and/or compared to other bids submitted, the City of Plattsburgh reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

Notwithstanding the above, the City of Plattsburgh reserves the right to reject any and all bids as elsewhere provide herein.

1.05 NOTICE OF EMPLOYEES' RIGHTS: CONTRACTORS RESPONSIBILITIES

- A. The contractor and as applicable, all subcontractors, acknowledge and agree to establish and maintain a bulletin board at or near the established job site, management office, or at such site as the City of Plattsburgh directs, for the conspicuous posting of notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the project. Worker's Compensation Law Notices and all other notices as the City of Plattsburgh may require the contractor to post at the site. Such postings shall be secure from deterioration and/or obliteration by the elements, defacement and acts of vandalism. Notices shall be maintained in a legible manner and shall be secure from deterioration and/or obliteration by the elements, defacement and acts of vandalism. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason. The posting of such notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

Nothing herein shall be construed to relieve the contractor from posting requirements otherwise required by law.

- B. The Contractor and all subcontractors shall provide written notice to each employee that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the project site.
- C. The Contractor and all subcontractors shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purposes of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the contractor, employees of subcontractors engaged in work at the project site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

Each contractor and/or subcontractor, claiming that payments are being made into

- supplemental funds, shall set forth how payments that are claimed are actually being made on behalf of employees working on the job site for work performed on the job site, into the applicable health and/or pension fund.
- D. The Contractor and all subcontractors shall maintain at the job site (or such place designated by the City of Plattsburgh of original payrolls, employee attendance records and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.
 - E. The Contractor shall provide to the resident project engineer the Public Owner's Director of Labor Relations (or other individuals designated by the City of Plattsburgh) upon application for payment, an employment attendance sheet for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form acceptable to the City of Plattsburgh, containing such information as the City of Plattsburgh deems appropriate, including job classification, hours of employment, wage rates and supplements payable and employer. Current attendance records shall be maintained at a location designated by the City of Plattsburgh.
 - F. The Contractor and all subcontractors shall provide the City of Plattsburgh on a weekly basis, copies of certified payrolls and certification of payment of wage supplements. Contractor shall also provide the City of Plattsburgh with such subcontractor's certified payrolls, affidavits, vouchers and receipts as to delivery and payment for materials (as the City of Plattsburgh deems necessary to substantiate claims and requests for payment).
 - G. Before the contractor may request a progress payments for any item of work performed by subcontractor, the subcontractor's verified statement required by New York Labor Law, Section 220-a. Before issuance of the final payments, the Contractor shall furnish the City of Plattsburgh with the original certifications and verified statements required by New York State Labor Law, Section 220a.
 - H. The Contractor and all subcontractors shall pay all wages, and supplements required by law. In the event that case payments in lieu of fringe benefit supplements are made upon the option of the contractor; such payments shall be made by check, draft, or order payable to the employee. The Contractor shall maintain records of such payments and present such records for inspection upon request of the City of Plattsburgh.
 - I. The Contractor and all subcontractors agree that there will be no interruption in the performance of the work under this agreement. Neither shall the contractor nor shall the contractor permit any of its subcontractors to employ any labor or means whose employment or utilization during the course of the contract may tend to, or in any way cause, or result in, the interruption of work due to strikes, work stoppages, delays, suspension of work or similar troubles by labor employed by the Contractor or its subcontractors, or by any of the trades working in or about the job sites where work is being performed under this contract, or any other contract, on the job sites. Upon finding and written determination by the Commissioner of Public Works that the contractor is in violation of this paragraph, the Contract may be terminated and canceled without any penalty to the City of Plattsburgh and the City of

Plattsburgh shall be entitled to recover any damages from the Contractor that may have been caused by such violations.

- J. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill trade, or other professional or licensed trades.
- K. All bonding must be with an insurance company licensed to do business in New York State.
- L. The Contractor and all subcontractors under the contractor must properly classify employees as employees rather than as independent contractors and treat them accordingly for purposes of Workers Compensation, insurance coverage, unemployment taxes, social security and income tax withholding.
- M. The Contractor hired must perform an amount of work, as specified by the public owner of the job site.
- N. The submission of any false or misleading information with respect to the submission made by any Contractor or subcontractor in connection with these contractor requirements may, upon notice and hearing be subject to contractual and legal provisions, and may result in immediate disqualification.
- O. The submission of any false or misleading information with respect to the submission may be any contractor or subcontractor in connection with these contractor responsibility requirements may, upon notice and hearing, subject to contractual and legal provisions result in immediate disqualification.
- P. To the extent not previously provided for herein, and on an ongoing basis throughout the course of the project, a contractor/subcontractor shall be required to provide information including but not limited to the following:
 - 1. any debarments or suspensions by any jurisdiction or contracting agency (federal, state, or local);
 - 2. any findings that the contractor/subcontractor has been determined to be nonresponsive or otherwise ineligible to submit bids/proposals on any project;
 - 3. any findings of default in any project by a contractor/subcontractor;
 - 4. any termination or lawsuits, arbitration claims or legal claims filed against the contractor/subcontractor in connection with any project;
 - 5. any declaration of bankruptcy or receivership by a contractor/subcontractor;
 - 6. any findings subsequent to initial submission that this contractor/subcontractor has been found to be in violation of any statute, regulation or other law by any local, state or federal administrative agency or that any contractor/subcontractor has been accused of, investigated for or charged with any such alleged violations;
 - 7. advise with respect to the revocation of any license, permit or certification;
 - 8. any bond denial;
 - 9. Or any issue that might give rise to a conflict of interest that an individual is engaged in managerial or advisory capacity for the contractor/subcontractor and also has a relationship with solicitations for contract work.

For the purpose of this paragraph, the term “contractor/subcontractor” shall mean:

The contractor or subcontractor submitting the bid/proposal; any persons related to the contractor/subcontractor through common ownership, common management or common officers or directors; and firms which any of the owners, officers, directors of the submitting contractor/subcontractor previously participated in as an owner, officer or director.

1.06 SANCTION

Any contractor or subcontractor under the contract who fails to maintain throughout the entire duration of the construction project, compliance with any of the conditions set forth above, may be subject to one or more of the following sanctions (upon notice and subject to any other contractual or legal requirements):

1. Cessation of work until compliance is obtained;
2. Removal from project altogether;
3. Withholding of payment until compliance is obtained;
4. Liquidated damages based on the value of the contract.

In addition to the sanctions outlined above, a general contractor shall be liable for any violations by its subcontractors.

The determination with respect to sanctions hereunder, together with the procedures and guidelines to be followed with respect to determining whether sanctions are appropriate under the circumstances, shall be determined by a duly authorized representative of the City of Plattsburgh.

DIG SAFELY NEW YORK

The Contractor shall notify the appropriate Underground Facilities Protective Organization before any excavation is started or any posts are driven. NYS Law, Industrial Code Rule 753, requires notice to be given to operators of underground facilities at least two, but not more than ten, full working days prior to commencement of excavation or demolition work. Nonmember utilities must be contacted separately.

Phone 1-800-962-7962.

The following information will be necessary when calling Dig Safely New York:

Ticket No. _____ Today's Date _____

Excavating Company _____

Caller's Name _____

Excavator's Address _____

City _____ State _____ Zip _____

Fax # _____ Phone # _____

Ext. _____

Call Back (Person or Phone #) _____

Excavation Site: State _____ City _____

Name of Town, Village or City _____

Street Address of Work Site _____

Nearest Intersecting Street _____

Are you working within 500' of a:

Traffic Signal _____ No _____ Yes Intersection _____ No _____ Yes

Other pertinent details/additional site information _____

Work Date _____ Time _____

(NYS law requires at least 2 full working days notice, not including the day you call in!)

Type of Work _____

Are you blasting? _____ No _____ Yes Means of Excavation _____

Done for (if applicable) _____

Field Contact (Name) _____

Cellular or Field Office # _____

Dig Safely NY Members Contacted:

REMINDER: NON-MEMBER UTILITIES MUST BE CONTACTED SEPARATELY

POTENTIAL LEAD AND/OR ASBESTOS CONTAINING MATERIALS (ACM)

Work to be performed under this contract does not require the disturbing, destruction, or removal of any known materials containing asbestos or lead.

SUBMITTALS

All shop drawings and material submittals shall utilize the attached Submittal Cover Sheet. Each submittal shall be assigned a unique number, with the exception of resubmissions, which shall bear the number of the original submission with an "A", "B", "C" etc. appended to denote subsequent submissions.

Shop Drawings:

The Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any other Contractor, **a minimum of three (3) sets** of all shop drawings required and the Engineer shall distribute them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with him corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings.

Procedures for Material Certifications:

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

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

Procedure for Delivery Tickets:

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

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

THE CONTRACTOR DOES NOT HAVE TO ACCOUNT FOR TESTING COSTS OF THE ITEMS LISTED ABOVE. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE DESIGNATED TESTING FIRMS PRIOR TO COMMENCING WITH THE ABOVE ITEMS.

All other items in the Contract Documents fall under the following:

General: It is the intent of these specifications that materials of construction shall be obtained from approved sources of the New York State Department of Transportation.

Tests made by this agency are acceptable to the City of Plattsburgh Department of Public Works. This shall in no way, preclude the City from requiring retesting or additional tests if in the opinion of the E.I.C. it is in the best interests of the City to do so.

Asphalt will be provided only by NYSDOT approved plants.

REQUEST FOR INFORMATION (RFI) PROCESS:

Requests for Information (RFI's) are a communication tool to facilitate resolution of or to clarify design document issues. As such, it is of paramount importance that the RFI process be formal and documented at all points in the submission and response to the RFI.

RFI's will address legitimate questions from the Contractor (or subcontractors through the Contractor), to clarify design documents.

The RFI process will be defined during the pre-construction meeting. No questions of consequence will be answered regarding the Contract Documents unless they are addressed in an RFI and that the RFI should be submitted in advance of the work that it addresses in order to allow time for response. The attached RFI template will be distributed to the Contractor at the pre-construction meeting in electronic format.

The RFI process shall be as follows:

1. Contractor initiates RFI to address a legitimate question, providing a detailed question, Contract Document references, a suggested solution, and an opinion as to monetary or time damages.
2. Contractor will submit RFI (two copies) to the Engineer-in-Charge.
3. The Engineer-in-Charge will review the RFI to ensure that the RFI is complete. Incomplete RFI's will be returned to the Contractor. If complete, the Engineer-in-Charge will assign a number to the RFI, record the RFI in the RFI log, then determine who will be the Primary Responder. Generally, technical interpretations of the Contract Documents will be the responsibility of the design Engineer.
4. Within five (5) calendar days the Primary Responder will address the question on the RFI form and return it to the Engineer-in-Charge (assuming that the Primary responder is not the Engineer in Charge). If the response hinges on the response of others the Engineer-in-Charge will be given an estimate of response time so that the Contractor can be informed.

5. If the Engineer in Charge or Construction Manager has questions regarding the response, the questions will be addressed with the Primary Responder prior to the return of the RFI to the Contractor.

The Engineer-in-Charge will record the response date of the RFI, a short summary of the resolution in the RFI log, and an opinion as to any monetary and/or time damages that are a result of the answer, and transmit it to the Contractor.

In the event an RFI addresses an illegitimate item, the RFI will be logged and returned to the Contractor by the Engineer-in-Charge with a reason that the RFI was returned. An illegitimate RFI is an RFI that addresses a clearly identifiable item that should have been addressed pre-bid or is contained within the Contract Documents. In this case the return of the RFI signifies a removal of the question from the RFI process and that the question will be handled in another forum.

In the event that the Contractor submits multiple RFI's at the same time, the Engineer-in-Charge will inform the Contractor that the RFI's will be prioritized and will be addressed in the prioritized order, with the first response coming within 5 calendar days. The remainder of the responses will be staggered at 3 day maximum intervals and will be provided in order of priority. The Contractor will review; revise priorities based on construction schedule, and sign off on the final prioritization.



DRAFT - NOT FOR

USE

REQUEST FOR INFORMATION

Office Use Only – RFI#

Project Name: _____

FROM

Name:
Company:
Phone:
Email:

TO

C&S Proj. Manager:
Phone:
Email: xxxxxxxx@cscos.com
C&S Proj. No.: XXX.XXX.XXX

CONTRACTOR'S REQUESTED REPLY DATE: _____

COPIES TO: *(Copies originating from Contractor)*

DESCRIPTION: Full description of question or information requested.

REFERENCES/ATTACHMENTS: List or attach relevant information that Engineer requires to answer question.

- NYS DOT Specification Items Affected by Request:
- Contract Drawings Affected by Request:
- Other Pertinent Information:

SENDER'S RECOMMENDATION:

ENGINEER'S REPLY:

By: _____
Name & Title

Date: _____

Copies To:



C&S Companies
 499 Col. Eileen Collins Blvd.
 Syracuse, NY 13212
 p: (315) 455-2000
 f: (315) 455-9667
 www.cscos.com

Submittal Cover Sheet

Transmittal No. _____ Date: _____

Project:	_____		
Project #:	_____		
To (ATTN):		From:	_____
Company:	C&S Engineers, Inc.	Company:	_____
Address:	499 Col. Eileen Collins Blvd.	Address:	_____
City, State, Zip	Syracuse, NY 13212	City, State, Zip	_____
Phone/Fax#	(315) 455-2000 / (315) 455-9667	Phone/Fax#	_____

Item No. & Description:	_____
Supplier:	_____
Manufacturer:	_____

Item Type:	<input type="checkbox"/>	Product Data	<input type="checkbox"/>	Manf. Cert/Warranty
	<input type="checkbox"/>	Shop Drawings	<input type="checkbox"/>	Samples
	<input type="checkbox"/>	Other: _____		

<p><u>Contractor's Approval:</u></p> <p>_____ This submittal has been reviewed, checked and approved for compliance with the Contract Documents including checking for coordination with other Work and including field dimensions and corrections to make this submittal complete.</p> <p>_____ This submittal is a substitute to the specified product.</p> <p>_____ For Architects / Engineers Approval</p> <p>This is our _____ submittal for this item</p> <p>We are submitting _____ copies.</p> <p>Submitted by: _____</p> <p style="text-align: right;">Date: _____</p>	<p><u>C&S Engineers, Inc. Approval:</u></p> <div style="border: 1px solid black; padding: 5px;"> <p><input type="checkbox"/> APPROVED</p> <p><input type="checkbox"/> APPROVED AS NOTED</p> <p><input type="checkbox"/> REJECTED</p> <p><input type="checkbox"/> REVISE AND RESUBMIT</p> <p><input type="checkbox"/> SUBMIT SPECIFIED ITEM</p> </div> <p>Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for: dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.</p> <p style="text-align: center;">C&S Engineers, Inc.</p> <p>Date: _____ By: _____</p>
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REVIEWERS COMMENTS:

**NYS DEPARTMENT OF LABOR
WAGE RATES**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Department of Public Works
Shannon Gallagher, Staff Engineer
C&S Engineers, Inc
499 Col. Eileen Collins Blvd
Syracuse NY 13212

Schedule Year 2020 through 2021
Date Requested 03/02/2021
PRC# 2021001991

Location Cogan Avenue
Project ID# 2021-001
Project Type Reconstruction of Cogan Avenue from Cornelia Street to Park Avenue West

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

TECHNICAL INFORMATION

Liquidated Damages

Liquidated damages shall be assessed in accordance with Section 108-03 and Table 108-1 of the NYSDOT Standard Specifications (US Customary Units) and as currently amended. All construction activities associated with the project shall be completed within 75 calendar days from the date of the Notice to Proceed. Failure to complete the work by the aforementioned date will result in liquidated damages per calendar day the work is not completed, owed to the City.

Availability of Right-of Way

1. The Contractor shall notify the City of his/her intent to start work at least five days prior.
2. The Contractor is hereby notified that immediate possession of all sites (within the existing ROW Boundaries), within the contract limits is available for construction operations.
3. All work to be performed under this contract will be within the public Right-of-Way (ROW) in accordance with section 105-15 of the NYSDOT Standard Specifications. The contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.
4. If contractor is unable to identify the limits of the Rights-of-Way when the contract calls for work in those vicinities, the contractor must contact the project engineer for definitive boundary determinations before any work may be initiated at those locations (NYSDOT Standard Specifications sections 105-10 and 625).
5. In accordance with section 107-13 of the standard specifications, releases for any non-essential contract work outside of the existing Rights-of-Way, including plantings, landscaping or driveway enhancement, will be provided by the project engineer and in no instance are to be secured by the contractor. The contractor shall not invade upon private properties, lands or buildings outside of the rights-of-way for any reason without first securing written permission from the property owner (NYSDOT Standard Specifications sections 105-15, 107-13).
6. The contractor will be held liable for any damages done. Any such injuries of damages shall be satisfactorily repaired or items replaced at the contractor's expense (NYSDOT Standard Specifications section 107-08 and 107-13).

Drainage

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

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

SPECIAL SPECIFICATIONS

NYS DOT Standard Specifications

This project uses the New York State Department of Transportation Standard Specifications (US Customary units) adopted January 1, 2021. The Standard Specifications are available at:

Section 100:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2021_1_specs_usc_vol1.pdf

Sections 200 – 500:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2021_1_specs_usc_vol2.pdf

Section 600:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2021_1_specs_usc_vol3.pdf

Section 700:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2021_1_specs_usc_vol4.pdf

Special Specifications

Item Number	Description
604.51020415	Stormwater Treatment System (SWTS) over 4.5 cfs up to 6.0 cfs
608.03040008	Remove, Store and Reset Pavers
609.99970011	Precast Concrete Wheel Stop
610.16010020	Turf Establishment - Performance
611.19010024	Post Planting Care with Replacement – Major Deciduous Trees
623.12110001	Crushed Stone (In Place Measure) Size Designation 1
627.50140008	Cutting Pavement
645.03040011	High Visibility Ground-Mounted Sign Panels Less Than or Equal to 30 Sq. Feet with Z-Bars
645.81020003	Retroreflective Sign Post Strip
680.53080305	Conduit, Flexible. Liquid Tight Non Metallic, 1”
680.77000105	Modify Traffic Signal Installation, Location 1
680.79000105	Remove Traffic Signal Installation, Location 1
680.81330010	Audible Pedestrian Signal (APS)
680.81500010	Pedestrian Countdown Timer Module

ITEM 604.5102NN15 - STORMWATER TREATMENT SYSTEM (SWTS)

DESCRIPTION:

This work shall consist of designing, furnishing, installing, maintaining and cleaning a stormwater treatment system (SWTS) in accordance with this specification, as shown in the contract documents and as directed by the Engineer.

MATERIALS:

The following sections of the New York State Department of Transportation (NYSDOT) Standard Specifications shall apply:

Frames, Grates and Covers	655-2
Precast Concrete	704-03
Precast Concrete Drainage Units	706-04

All precast concrete elements shall meet the requirements of §704-03, except the concrete shall have a minimum compressive strength of 5000 psi (35 Mpa) at 28 days, unless specified otherwise or as noted on the approved fabrication drawing. Precast units shall be fabricated at facilities listed on the Department’s Approved List for Group 2 – Drainage Units (§706-04). Refer to §704-03 – *Basis of Acceptance* for other acceptance criteria.

Manhole frames and covers shall comply with the requirements of §655.

The SWTS components, inserted or cast into precast concrete units, shall be one of the following manufacturers:

Continuous Deflective Separator (CDS®)
as manufactured by
Contech Engineered Solutions
9025 Centre Pointe Drive West
Chester, OH 45069
800.338.1122
www.conteches.com

Vortechs®
as manufactured by
Contech Engineered Solutions 9025
Centre Point Drive, Suite 400 West
Chester, OH 45069 800.388.1122
800.338.1122
www.conteches.com

The Cascade Separator® System
as manufactured by
Contech Engineered Solutions
9025 Centre Point Drive
West Chester, OH 45069
800.338.1122
www.conteches.com

Downstream Defender®
as manufactured by
Hydro International
94 Hutchins Drive
Portland, ME 04102
207.756.6200
www.hydro-int.com

BaySeparator™
as manufactured by
Advanced Drainage Systems, Inc.
4640 Trueman Boulevard
Hilliard, OH 43026

StormPro
as manufactured by
Environment 21, LLC
10 Ellicott Street
Batavia, NY 14020

ITEM 604.5102NN15 - STORMWATER TREATMENT SYSTEM (SWTS)

800.821.6710
www.ads-pipe.com

Barracuda®
as manufactured by
Advanced Drainage Systems, Inc.
4640 Trueman Blvd.
Hillard, OH 43026
800.821.6710
www.ads-pipe.com

800.809.2801
www.env21.com

First Defense® HC
as manufactured by
Hydro International
94 Hutchins Drive
Portland, ME 04102
207.756.6200
www.hydro-int.com

or equal as ordered by the Engineer

Loading Requirements

Precast concrete structures housing SWTS units shall be designed for HS-20.

Performance Standards

The structure(s) must meet the following performance specifications:

1. The manufacturer must document a sediment removal efficiency of 50% for all particles entering the structure (as determined by third party independent scientific study) at the flow rate associated with the Water Quality Volume as indicated in the contract documents;
2. The manufacturer shall determine the rise in Hydraulic Grade Line (HGL) of the drainage system upstream of the SWTS. This shall consist of a stage-discharge table indicating the water surface elevation at the entrance of the SWTS for the full range of flows that may pass through the system.

Documentation of these performance standards must be submitted prior to material acceptance and installation.

All pipe sizes and invert elevations determined by the manufacturer shall be verified by the contractor prior to installation of pipes at the unit.

CONSTRUCTION DETAILS:

The Contractor shall consult the contract documents for the following information:

1. ***Design Peak Flow or Water Quality Flow Rate.*** The design peak flow rate is the water quality flow rate (in cubic feet per second or gallons per minute) associated with the 10-year, 24-hour storm event.
2. ***Maximum Treatment Flow Rate through the SWTS.*** The Contractor shall select a SWTS unit with a maximum treatment flow rate that can fully treat and convey the design peak flow. If the unit cannot fully treat and convey 100% of the design peak flow, the SWTS shall be installed off the main drainage system (off-line installation).
3. ***Unit configuration:*** Relative to the drainage system (on-line vs. off-line).
4. ***Inlet, bypass and outlet pipe diameters:*** These elements shall be as required by the manufacturer

ITEM 604.5102NN15 - STORMWATER TREATMENT SYSTEM (SWTS)

and/or as indicated in the contract documents.

The Contractor shall follow all manufacturer's instructions for installation and field testing.

The Contractor shall be responsible for cleaning the system when needed, maintaining performance/efficiency, and keeping maintenance inspection records for the duration of the contract. If the system is not functioning as outlined in the operation and maintenance (O&M) manual, the Contractor, with the Engineer's approval, shall take the steps necessary to diagnose and correct the problem. This shall be done at no additional cost to the State.

Submittals

The Contractor shall provide the Manufacturer's standard sheets, installation details, and O&M manual(s) to the Engineer ten days prior to installation. Design calculations and fabricator working drawings shall be stamped by a registered Professional Engineer licensed to practice in New York State. Fabricator working drawings, prepared in accordance with the requirements of §704-03 shall be supplied to the Materials Bureau for approval prior to fabrication of the precast concrete units.

Acceptance

Precast units will be accepted based on the manufacturer's name appearing on the Department's Approved List for the item being supplied. Refer to §704-03 for other acceptance criteria related to the precast unit.

The SWTS installation shall be accepted after the Engineer verifies that the system has been installed per manufacturer's instructions and is field tested and functioning as described in the O&M manual.

METHOD OF MEASUREMENT:

This work will be measured as the number of each stormwater treatment systems (SWTS) installed.

BASIS OF PAYMENT:

The unit bid price for each stormwater treatment system shall include the cost of all labor, materials, equipment necessary to satisfactorily complete the work.

The cost of the outlet/inlet pipes will be paid for under their respective items.

Progress payments will be made for 75 percent of the unit price bid for this item upon satisfactory installation of the SWTS. The remaining 25 percent will be paid after the SWTS has been cleaned and the Engineer has verified that the SWTS is functioning in accordance with the product literature (O&M manual).

ITEM 604.5102NN15 - STORMWATER TREATMENT SYSTEM (SWTS)

Payment will be made under:

ITEM	DESCRIPTION	UNIT
604.51020115	Stormwater Treatment System (SWTS) up to 1.6 cfs (12 g/s)	EA
604.51020215	Stormwater Treatment System (SWTS) over 1.6 cfs (12 g/s) up to 2.8 cfs (21 g/s)	EA
604.51020315	Stormwater Treatment System (SWTS) over 2.8 cfs (21 g/s) up to 4.5 cfs (33 g/s)	EA
604.51020415	Stormwater Treatment System (SWTS) over 4.5 cfs (33 g/s) up to 6.0 cfs (45 g/s)	EA
604.51020515	Stormwater Treatment System (SWTS) over 6.0 cfs (45 g/s) up to 8.5 cfs (64 g/s)	EA
604.51020615	Stormwater Treatment System (SWTS) over 8.5 cfs (64 g/s) up to 11.0 cfs (82 g/s)	EA
604.51020715	Stormwater Treatment System (SWTS) over 11.0 cfs (82 g/s) up to 14 cfs (105 g/s)	EA
604.51020815	Stormwater Treatment System (SWTS) over 14 cfs (105 g/s) up to 17.5 cfs (127 g/s)	EA
604.51020915	Stormwater Treatment System (SWTS) over 17.5 cfs (127 g/s) up to 25.0 cfs (187 g/s)	EA

ITEM 608.03040008 - REMOVE, STORE AND RESET CONCRETE BLOCK PAVERS

DESCRIPTION:

Under this item the contractor shall carefully remove, store and reset concrete block pavers in the locations shown on the plans, or as directed by the Engineer.

MATERIALS:

Pavers shall be the units salvaged in a usable condition as determined by the Engineer.

Damaged pavers shall be replaced with new pavers of the same size, shape and color as the existing pavers as determined by the Engineer. Materials shall meet the requirements of Section 704-13, Precast Concrete Driveway and Sidewalk Pavers.

Setting bed material for the reset concrete block pavers shall conform to the requirements of Subsection 608-2.05.

CONSTRUCTION DETAILS:

All pavers shall be laid in the same pattern as existed or as directed by the Engineer to provide a uniformly even surface. Pavers shall be laid on a granular material setting bed not to exceed 2 inches of uniformly compacted material placed over the specified subbase.

After the pavers are in place, joint filler shall be swept over the pavers until the joints are completely filled.

METHOD OF MEASUREMENT:

Concrete block pavers shall be measured by the number of square yards of reset pavers. Damaged pavers shall be replaced by the contractor at his own expense. Unused concrete pavers shall be removed and disposed of under Item 203.02.

BASIS OF PAYMENT:

The unit price bid per square yard shall include the cost of all labor, materials and equipment necessary to complete the work. Excavation and subbase course necessary to reset the pavers, and removed unused pavers will be paid for under their appropriate items.

ITEM 609.99970011 - PRECAST CONCRETE WHEEL STOP

DESCRIPTION

This work consists of furnishing and installing precast concrete wheel stops in locations shown on the plans or as designated by the Engineer. Unless otherwise herein specified, the work shall conform to Section 609 of the Standard Specifications.

MATERIALS

Requirements for material and fabrication of the precast wheel stop shall be the same as specified in Subsection 714-04 Precast Concrete Curb. The details and dimensions shall be as shown on the plans.

Anchoring dowels shall be Grade 60 reinforcing bars, conforming to ASTM designation A615. Minimum bar size shall be #4 x 1.0 foot long. The dowel hole diameter shall not exceed the dowel diameter by more than ¼ inch.

CONSTRUCTION DETAILS

The precast wheel stop shall be set in place on top of the pavement with both ends bearing evenly. Steel dowels shall be driven into the underlying pavement through the holes at each end of the wheel stop. The dowels shall be driven so that they are flush with the top surface of the wheel stop. If necessary, holes shall be pre-drilled in the pavement.

METHOD OF MEASUREMENT

Precast concrete wheel stops shall be measured as the number of units actually installed.

BASIS OF PAYMENT

The unit price bid for each wheel stop shall include the cost of all labor, material, and equipment necessary to complete the work.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

DESCRIPTION.

The work shall consist of ground preparation and turf establishment in accordance with the contract documents and as directed by the Engineer.

Ground preparation includes preparing the subsoil and furnishing and installing topsoil. Turf establishment includes furnishing and installing seeds, mulch, mulch anchorage, straw, applying water sufficient for seed germination and plant establishment, weed removal and mowing.

MATERIALS.

Topsoil

Topsoil may be naturally occurring or may be manufactured. If naturally occurring topsoil exists on the site, it shall be the surface layer of soil at a depth specified in the contract documents or approved by the Engineer. Manufactured topsoil is a mixture of materials comprised of a mineral (soil) component that by itself does not exhibit the properties and characteristics of topsoil and an organic material component. Manufactured topsoil shall have a pH, organic matter content, and USDA soil class texture, similar to naturally-occurring soils in the project area.

Topsoil shall be free from refuse, material toxic or otherwise deleterious to plant growth, subsoil, sod clumps or other viable propagules of invasive plants, woody vegetation and stumps, roots, brush, refuse, stones, clay lumps or similar objects. Construction and demolition debris as classified under 6 NYCRR Part 360, other than uncontaminated land clearing debris, shall not be used to manufacture or amend topsoil. Sod and herbaceous growth such as grass and non-invasive weeds need not be removed but shall be thoroughly broken up and mixed with the soil during handling and manufacturing operations.

Seeds

Seeds shall meet the requirements of §713-04.

Mulch

Mulch shall meet the requirements of §713-11.

Mulch Anchorage

Mulch anchorage shall meet the requirements of §713-12.

Straw

Straw shall meet the requirements of §713-19.

Water

Water shall meet the requirements of §712-01.

CONSTRUCTION DETAILS.

Topsoil

The subsoil within the areas to be covered by topsoil shall be graded so that the completed work after the topsoil is placed shall conform to the specified lines and grades. The Contractor shall scarify or till the surface of the subsoil to a depth of 6 inches before the topsoil is placed to permit bonding the topsoil with the subsoil. Tillage by disking, harrowing, raking or other approved methods shall be accomplished in such a manner that depressions and ridges formed by tillage shall be parallel to the contours.

Topsoil in an unworkable condition due to excessive moisture, frost, or other conditions shall not be placed until its consistency is workable for spreading. Topsoil shall be placed on the designated area and spread to the depth specified in the contract documents or a minimum of 4 inches for turf areas. The finished surface shall be maintained for subsequent seeding.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

Roots and top growth of non-native weeds that emerge from topsoil after placement shall be eradicated and disposed of immediately upon emergence.

Turf Establishment

The Contractor shall coordinate establishment of turf with other site and construction activities.

The Contractor shall clean all equipment involved in turf establishment to remove plants, seeds and propagules prior to commencement of work. Any work to clean equipment shall be at no additional cost to the State.

The Contractor shall apply the seed mix at a suitable rate to achieve the required germination and establishment. Any method of sowing that does not injure the seeds and achieves even coverage in the process of spreading will be acceptable.

The Contractor shall perform the initial watering and shall spread straw uniformly in a continuous blanket to hide the soil from view. Mulch anchorage shall be applied.

The Contractor shall water, weed, and mow the turf establishment areas for the duration of the contract. Any work required to correct initial seeding (installation) shall be done at no additional cost to the State.

Water

The Contractor shall provide water without damage to turf and mulch. Damage resulting from watering operations shall be repaired at no additional cost to the State.

Weed Removal

The Contractor shall remove and dispose of weeds including roots prior to flowering and seed formation by manual, chemical or mechanical means. Any method of weed removal that leaves live roots in the soil will not be permitted. Application of chemicals for weed removal must follow all applicable New York State laws, including but not limited to ECL §33. An appropriately licensed applicator is required for chemical weed control methods. The Contractor shall ensure the preservation of desirable vegetation. Treatment and removal of invasive species will be paid for separately.

Mowing

The Contractor shall be responsible, prior to each mowing, for the removal and disposal of any debris and litter which has accumulated since the last mowing. Care shall be taken to avoid damage to existing plant materials.

The Contractor shall mow all turf establishment areas to a height of 3 inches after initial growth reaches 5 inches, and then mowed to a height of 3 inches whenever a height of 5 inches is reached thereafter for the duration of the contract. Clippings shall be mulched in place.

BASIS FOR ACCEPTANCE.

Areas will be accepted when:

- At least 80 percent of the ground surface is covered uniformly with established permanent turf grass species;
- Turf grass shall be an average minimum height of 5 inches; and
- Turf grass shall exhibit healthy green color.

METHOD OF MEASUREMENT.

The quantity to be measured for payment will be in square yards on slope to the nearest whole square yard of turf established and accepted.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

BASIS OF PAYMENT.

The unit price bid shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work, including the handling, storing, stockpiling and placement of topsoil, seed, mulch, mulch anchorage, straw, water, weed removal and mowing.

Payment will be made under:

Item No.	Item	Pay Unit
610.16010020	Turf Establishment - Performance	Square Yards

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

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

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

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

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

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

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

DESCRIPTION

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

MATERIALS

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

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

CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT.

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

BASIS OF PAYMENT.

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

Payment will be made under:

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

ITEM 623.12100001 - CRUSHED STONE (IN-PLACE MEASURE) SIZE 1A
ITEM 623.12110001 - CRUSHED STONE (IN-PLACE MEASURE) SIZE 1
ITEM 623.12120001 - CRUSHED STONE (IN-PLACE MEASURE) SIZE 2
ITEM 623.12130001 - CRUSHED STONE (IN-PLACE MEASURE) SIZE 3

All the provisions for item 623.12 *Crushed Stone (In-Place Measure)* shall apply except that payment will be made under:

Payment will be made under:

Item No.	Item	Pay Unit
623.12100001	Crushed Stone (In-Place Measure) Size Designation 1A	Cubic Yard
623.12110001	Crushed Stone (In-Place Measure) Size Designation 1	Cubic Yard
623.12120001	Crushed Stone (In-Place Measure) Size Designation 2	Cubic Yard
623.12130001	Crushed Stone (In-Place Measure) Size Designation 3	Cubic Yard

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

<u>ITEM 645.03010011</u>	<u>HIGH VISIBILITY OVERHEAD-MOUNTED SIGN PANELS</u>
<u>ITEM 645.03020011</u>	<u>HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS</u>
<u>ITEM 645.03030011</u>	<u>HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS GREATER THAN 30 SF WITH Z-BARS</u>
<u>ITEM 645.03040011</u>	<u>HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF WITH Z-BARS</u>

DESCRIPTION

This work shall consist of furnishing and installing High Visibility Signs, designed in accordance with the MUTCD, as well as in accordance with Department directives, the contract documents and as directed by the Engineer.

MATERIALS

Meeting the requirements of §645 Signs except as modified in this specification:

Sign Sheeting:

All reflective sign sheeting §730-05 Reflective Sheeting, §730-12 Reflectorized Sheeting and Sign Characters (Type IV) and §730-13 Reflectorized Sheeting and Sign Characters (Type V) used in the manufacture of signs under this specification shall meet the requirements of §730-05 Reflective Sheeting except as modified below:

- Be constructed of unmetallized microprismatic fully-retroreflective material
- Be applied and adhere to the appropriate panel type using standard procedures
- Have a service life of 10 years, minimum
- Meet the requirements of **Table 1** and **Table 2** below
- Show no signs of shrinkage, delamination, cracking or other surface defects and maintain a coefficient of retroreflection no less than 80% of values listed in **Table 1** through out its service life.
- Be listed in **Table 3** of this specification.

Table 1						
Minimum Coefficient of Retroreflection (R') cd/ft²						
	0.2 ⁰ / ₋₄ ⁰	0.2 ⁰ / ₊₃₀ ⁰	0.5 ⁰ / ₋₄ ⁰	0.5 ⁰ / ₊₃₀ ⁰	1.0 ⁰ / ₋₄ ⁰	1.0 ⁰ / ₊₃₀ ⁰
White	380	215	275	135	80	45
Yellow	300	162	220	100	60	34
Green	45	22	31	14	8.0	4.5
Red	95	43	56	27	16	9.0
Blue	22	10	17	6.0	3.6	2.0
Fl. Yellow	240	130	165	81	48	27
Fl. Yellow/Green	325	170	236	110	64	36

- ITEM 645.03010011 HIGH VISIBILITY OVERHEAD-MOUNTED SIGN PANELS**
ITEM 645.03020011 HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS
WITHOUT Z-BARS
ITEM 645.03030011 HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS
GREATER THAN 30 SF WITH Z-BARS
ITEM 645.03040011 HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS
LESS THAN OR EQUAL TO 30 SF WITH Z-BARS

White	35
Yellow	24
Green	3
Red	3
Blue	1
Fluorescent Yellow-Green	60
Fluorescent Yellow	45

BRAND NAME	COLOR	SERIES NUMBER	SUPPLIER/LOCATION(s)
3M Diamond Grade - DG ³	Blue	4095	3M Traffic Control Materials Division Brownwood, TX; Guin, AL
	Fluorescent Yellow	4081	
	Fluorescent Yellow-Green	4083	
	Green	4097	
	Red	4092	
	White	4090	
	Yellow	4091	
3M Diamond Grade™ - VIP	Blue	3995	
	Fluorescent Yellow	3981	
	Fluorescent Yellow-Green	3983	
	Green	3997	
	Red	3992	
	White	3990	
	Yellow	3991	
Avery Dennison Omni-View™	Blue	T-9505	Avery Dennison Reflective Films Division Niles, IL
	Fluorescent Yellow	T-9511	
	Fluorescent Yellow-Green	T-9513	

ITEM 645.03010011	HIGH VISIBILITY OVERHEAD-MOUNTED SIGN PANELS
ITEM 645.03020011	HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS
ITEM 645.03030011	HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS GREATER THAN 30 SF WITH Z-BARS
ITEM 645.03040011	HIGH VISIBILITY GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF WITH Z-BARS

	Green	T-9507	
	Red	T-9508	
	White	T-9500	
	Yellow	T-9501	

Signs requiring brown reflective sheeting will use the requirements of §730-05. All cut out sign characters must meet the requirements of this specification.

Other products may be submitted to the Materials Bureau for consideration. Other products must certify they meet the requirements of this specification and provide acceptable 3 year test data from AASHTO's National Transportation Product Evaluation Program (NTPEP) or other corresponding independent test data. Additional testing may be required by the Department.

Sign Panels

Meeting the requirements of 645-2.02 except as modified herein.

All signs manufactured under this specification shall be manufactured using sign sheeting meeting the requirements noted above EXCEPT the following signs shall be manufactured using Type III (Class B) sheeting: parking signs; bus stop signs; tourist-oriented directional signs; specific service signs; acknowledgement signs; and signs used exclusively by non-motorized traffic.

Basis of Acceptance:

Signs will be accepted on the basis of material certification that the products are the same as appears on the NYSDOT Approved List and within this specification, and that they conform to the requirements of this and all other relevant specifications.

CONSTRUCTION DETAILS

All the provisions of §645-3.02 **Sign Panels** shall apply

METHOD OF MEASUREMENT

All the provisions of §645-4.02 **Sign Panels** shall apply

BASIS OF PAYMENT

All the provisions of §645-5.02 **Sign Panels** shall apply

ITEM 645.81020003 – RETROREFLECTIVE SIGN POST STRIP

DESCRIPTION

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

MATERIALS

The retroreflective surface of Retroreflective Sign Post Strip shall conform to §730-05 and appear on the Department's Approved List of Materials and Equipment for Reflective Sign Sheeting. The grade of sheeting shall match the grade of sheeting on the sign panel that the strip supplements.

Where 730-05.02 Reflective Sheeting (Class B) or Type IX is required, nylon or plastic washers shall be installed between fastener bolt heads (or nuts) and the reflective sheeting on the face of the strip.

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

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

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

CONSTRUCTION DETAILS

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

ITEM 680.53080305 - CONDUIT, FLEXIBLE. LIQUID TIGHT, NON-METALLIC, 1 INCH

All the provisions of Section 680-3.13, 680-4.02 and 680-5.06 pertaining to conduit shall apply, and, in addition, the Flexible Liquid Tight Non-Metallic conduit shall comply with the latest revision of the National Electric Code. meet the criteria of UL E-79553, and be made of Poly Vinyl Chloride.

ITEM 680.77XXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

DESCRIPTION:

This work shall consist of modifying, removing, storing and/or disposing, reinstalling, refurbishing or replacing of elements of a traffic signal system in accordance with the contract documents and/or directions of the Engineer.

Where not specifically covered in the contract documents the work shall be in accordance with the latest national, local and industrial standards or codes which are usually applied to such work and the requirements of the maintaining agency.

MATERIALS:

When an existing system is to be altered, modified or relocated, the existing material shall be reused in the revised system, removed, salvaged or disposed of as shown in the contract documents, as specified in the special provisions or as directed by the Engineer. When new materials must be provided under the modification work they shall conform to the requirements of Standard Specifications Section 680-2, Materials whenever applicable. Materials not specified in Section 680-2 shall match the existing system as nearly as possible and meet the requirements of the owning agency.

CONSTRUCTION DETAILS:

The applicable provisions of Standard Specifications Section 680-3, Construction Details shall be complied with, in addition to the following:

Removing and Salvaging

Care shall be exercised in removing signal and electrical equipment and any appurtenances attached to them so that elements to remain or be salvaged will not be damaged.

The Contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged, destroyed or lost by the Contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found to be missing or unsatisfactory, through no fault of the Contractor, shall be properly replaced by the Contractor, using equipment or material supplied by the owning agency or under other items.

All equipment or materials specified for removal but not intended to be incorporated in the work shall be removed and disposed of as specified in the contract documents.

The owners of appurtenances attached to signal equipment (e.g. street lighting) must be given adequate notification to allow sufficient time for them to remove or maintain their work

Alter Elevation of Pole Foundation or Pull Boxes

When adjustments to existing pole foundations and pull boxes are specified, the poles or frames and covers shall be removed and the foundation (anchor bolts, conduits, ground wires, conductor cables, etc.) or walls reconstructed as required in the contract documents.

ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

Remove Pole Foundations

Support poles are to be removed in their entirety to permit reuse by the owner. Anchor base poles shall be removed from the foundation and the foundation shall be cut one foot below final grade surface or subgrade, whichever is lower, unless the foundation interferes with the construction and will have to be removed in order to complete the work. Embedded poles shall be removed in their entirety (including all foundation materials from around the pole) unless it is determined by the Engineer that such removal will cause damage to existing underground facilities. If the Engineer orders the Contractor in writing to leave an embedded pole foundation in place, the pole and foundation shall be cut one foot below finished grade or subgrade, whichever is lower.

Holes

All holes resulting from this work shall be backfilled with suitable material and if so specified the disturbed areas restored to match the adjacent surface as approved by the Engineer.

METHOD OF MEASUREMENT:

Each

The following items will be measured for payment as the number of each operation completed in accordance with the contract documents to the satisfaction of the Engineer.

680.50XXXX05 - Alter Elevation of Pole Foundation
680.51XXXX05 - Alter Elevation of Pull Boxes
680.90000005 – Reset Pole

Foot

The following item will be measured for payment as the number of feet of pole foundation removed measured (to the nearest one half foot) from the top of anchor bolts, for anchor base poles, and the top of concrete, for embedded poles, to the depth of removal.

680.50500005 - Remove Pole Foundation.

Each Location

The quantity for each location includes all the work described in the contract documents for each serialized pay item. The following items will be measured for payment as the number of locations completed in accordance with the contract documents to the satisfaction of the Engineer.

680.77XXXX05 - Modify Traffic Signal Installation
680.79XXXX05 - Remove Traffic Signal Installation

BASIS OF PAYMENT:

The requirements of Standard Specifications Section 680-5.01, General shall apply with the following additional provisions:

ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

Modify Traffic Signal Installation

The unit bid per location shall include all costs for grounding and the repairing or replacing of equipment damaged, destroyed or lost by the Contractor's operations or negligence. Installation of replacement equipment and materials supplied by the owning agency is also included unless provided for under other items.

Progress payments for each location will be made in the following manner:

Sixty-five percent of the bid price of each location modified will be paid after it is completed and ready for testing.

Twenty-five percent of the bid price will be paid after satisfactory completion of all tests required by these specifications, including the function test for ten days of continuous satisfactory operation of the traffic signal system at each location.

The remaining ten percent will be paid when all the traffic signals in the contract are functioning to the satisfaction of the Engineer.

Remove Traffic Signal Installation

The unit price bid for each location removed shall include the cost for removing, storing and/or disposing as indicated in the contract documents.

Progress payments for each location removed will be made in the following manner:

Sixty-five percent will be paid when the elements to be removed are taken down.

Twenty percent will be paid when the elements are disposed of off the job site or salvaged by the owning agency.

The remaining fifteen percent will be paid when the location is restored to the satisfaction of the Engineer.

Alter Elevation of Pull Boxes and Pole Foundations

The unit price bid for each alteration operation as specified in the contract documents shall include all costs for excavation, backfill, removing and/or cutting off concrete, reinforcing or anchor bolts, furnishing and installing concrete, bonding compounds, reinforcing bars, anchor bolt extensions and necessary drilling and grouting, removing, storing or resetting frames and grates and restoration of the site as specified. Removing and resetting poles made necessary by this work shall be paid for under their respective items.

Remove Pole Foundations

The unit price bid per foot of pole foundation removed shall include all costs for excavation and disposal, backfill, removing and/or cutting off reinforcing or anchor bolts and restoring the site if specified in the contract documents.

ITEM 680.77XXXX05 - MODIFY TRAFFIC SIGNAL INSTALLATION
ITEM 680.79XXXX05 - REMOVE TRAFFIC SIGNAL INSTALLATION
ITEM 680.50XXXX05 - ALTER ELEVATION OF POLE FOUNDATION
ITEM 680.50500005 - REMOVE POLE FOUNDATION
ITEM 680.51XXXX05 - ALTER ELEVATION OF PULL BOXES
ITEM 680.90000005 - RESET POLE

Reset Pole

The unit price bid for each pole reset shall include the cost for refurbishing, handling, erecting (including signs, push buttons, street lighting and other appurtenances if attached), furnishing anchor bolts (installed under another item) if required, field galvanizing, drag wires, conductor cable connection, grounding and incidental connecting hardware as specified. Removing the pole will be paid for under the item for Remove Traffic Signal Installation.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>PAY UNIT</u>
680.77XXXX05	Modify Traffic Signal Installation Location _____	Each Location
680.79XXXX05	Remove Traffic Signal Installation Location _____	Each Location
680.50000105	Alter Elevation of Pole Foundations Type 1	Each
680.50000205	Alter Elevation of Pole Foundations Type 2	Each
680.50000305	Alter Elevation of Pole Foundations Type 3	Each
680.50500005	Remove Pole Foundations	Foot
680.51000105	Alter Elevation of Pull Boxes Type 1	Each
680.51000205	Alter Elevation of Pull Boxes Type 2	Each
680.51000305	Alter Elevation of Pull Boxes Type 3	Each
680.90000005	Reset Pole	Each

ITEM 680.81330010 – AUDIBLE PEDESTRIAN SIGNAL
ITEM 680.81340010 – AUDIBLE PEDESTRIAN SIGNAL - WITH POST

DESCRIPTION

Under this item the contractor shall furnish, install and configure an ADA compliant pedestrian push button station with audio capability, and its control unit, at each location as indicated in the contract documents or where directed by the Engineer.

MATERIALS

Each installed location shall have the following:

1. Pedestrian Push Button Station

The station housing shall be no larger than 14.25 inch high, 5.50 inch wide and 2.50 inches in depth.

The station housing shall be constructed of cast aluminum, have a powder coated paint finish and be dark green in color.

The station shall include a weather proof speaker to emit the audible sounds. This speaker shall be recessed and located in back of the unit

The station shall include a weatherproof ADA compliant 2" diameter push button that is pressure activated and includes a raised direction arrow. The push button shall be constructed of cast aluminum, have a powder coated paint finish and be dark green in color.

The station shall include a 9 inches x 15 inches aluminum pedestrian message sign. The sign supplied shall have the following information included on it: "To Cross Push Button" statement and explanations of the pedestrian signal indications controlling the intersection crossing - "Illuminated Person", "Flashing Hand" and "Steady Hand".

2. Control Unit

Each pedestrian push button station shall be controlled by a control unit. The control unit shall be designed so that it fits into any pedestrian signal head used by NYS. The control unit will be installed inside of the pedestrian signal head that is associated with the station, unless otherwise indicated by the contract documentation or directed by the Engineer. The input side of the control unit will be connected in parallel to the Walk and

Don't Walk AC signals that control the hand/person pedestrian LED's installed in the pedestrian signal head. The output side of the control unit will connect and control the push button station. Mounting hardware, to facilitate mounting of the control unit inside

of the pedestrian signal head, shall also be provided.

3. Programming Device

If an external device is needed to set up, configure and program the pedestrian push station, one device, unless this requirement is waived by the contract documents or by the Engineer, shall be supplied for each intersection that a pedestrian push button station is installed in.

ITEM 680.81330010 – AUDIBLE PEDESTRIAN SIGNAL
ITEM 680.81340010 – AUDIBLE PEDESTRIAN SIGNAL - WITH POST

OPERATIONAL FEATURES

The stations push button shall be capable of providing the following:

An LED light indication and an audible tone for confirmation of push button activation.

A vibrating push button during the pedestrian walk cycle.

The audio sounds and messages emitted during the pedestrian walk cycle and in any combination shown below:

- A Standard pre-programmed voice walk message stating that the walk sign is on.
- Custom (programmed by vendor) walk messages as a substitute for the standard walk message.
- Audible chirp (for East/west intersection crossings) and cuckoo (for North/South intersection crossings).
- A minimum of one non-custom (pre-programmed and field configurable) voice informational message stating direction of intersection crossing.
- Custom (programmed by vendor) voice information messages.

Sounds/tones or the clearance countdown time remaining verbally during the pedestrian clearance cycle.

A standard pre-programmed station “locate” tone during the pedestrian don’t walk phase. Custom (programmed by vendor) tones shall be available as a substitute for the standard locate tone.

The ability to detect and measure ambient sounds and make volume adjustments for all sounds so that they are produced above this ambient sound.

AUDIO SPECIFICATIONS

Speaker Ratings – 15 Watts, 8 Ohms.

Volume Settings – Independent minimum and maximum volume settings for locate sounds, clearance sounds, walk sounds. Minimum volume setting informational messages. Sounds played will not be less than the minimum setting or more than the maximum setting.

Maximum Output Level - Locate sounds, clearance sounds and informational messages shall be capable of producing 60db of audio output.

Volume Over Ambient – All sounds shall be capable of being played relative to the measured ambient sound at the intersection, but restricted to the minimum and maximum volume settings of each sound. The adjustment range of volume over ambient should be from at least from 0db to 20db over ambient in increments of at least 5db steps.

Audible Station Locating Tone – 880Hz plus harmonic, 0.1 second duration, 1 second interval.

Audible Chirp Sound – From 2700 to 1700 Hz, 0.2 second duration, 1 second interval.

Audible Cuckoo Sound – From 1250 to 1000 Hz, 0.6 second duration, 1.8 second interval.

ENVIRONMENTAL SPECIFICATIONS

ITEM 680.81330010 – AUDIBLE PEDESTRIAN SIGNAL
ITEM 680.81340010 – AUDIBLE PEDESTRIAN SIGNAL - WITH POST

The push button station and push button control unit shall operate over the temperature range of -40 deg F to +165 deg F.

POST – Post installed shall be in accordance with the standard sheet for *Pedestrian Signal Details*.

CONSTRUCTION DETAILS

The contractor shall install pedestrian push button station(s), any associated control unit(s), and furnish per the requirements of this specification any programming device as shown in the contract. Unless otherwise waived, the Contractor shall submit to the Regional Director, within 30 days following the award of contract, detailed specifications and catalog cuts of all equipment that is to be installed or furnished.

The post and sign shall be installed in accordance with the details specified on the standard sheet.

METHOD OF MEASUREMENT

This item will be measured by the number of pedestrian push button stations, control units and programming devices furnished and installed in accordance with the contract.

BASIS OF PAYMENT

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

Where the pushbutton and sign assembly is installed on its own post, the unit price bid shall also include the cost of post, sawcutting, excavation, backfill, concrete, restoration of surfaces, and conduit bend and fittings.

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

1.0 DESCRIPTION.

The purpose of this specification is to provide the minimum performance requirements for a Pedestrian LED Countdown Timer Module to be used in conjunction with Pedestrian Signal Indications. The unit will provide Pedestrians with numerical Pedestrian timing of the Pedestrian Clearance Interval. The unit will be connected in parallel with LED Pedestrian Signal Indications, Hand and Walking Person, and in series with the Model 200 switch packs controlling the LED Pedestrian Signal Indications.

This specification refers to definitions and practices described in “Vehicle Traffic Control Signal Heads” referred to in this document as “VTCSH.” and “Pedestrian Traffic Control Signal Indications”, referred to in this document as “PTCSI”, published in the *Equipment and Materials Standards of the Institute of Transportation Engineers*.

2.0 MATERIALS.

A. PHYSICAL AND MECHANICAL REQUIREMENTS

A.1 The countdown timer shall be designed to fit in the message bearing area of a 12 inch pedestrian traffic signal housing built to the PTCSI Standard.

The unit shall be a single, self-contained device, not requiring on-site assembly for installation into an existing traffic signal housing and not require special tools for installation. The timer module shall fit into Pedestrian Traffic Signal housings that are void of any incandescent lamp components - bulb sockets, gaskets, and reflector - and without the need to modify the housing. The module shall be sealed to provide a weather tight enclosure and an insulating covering for all electrical connections and electronic components. The unit shall fit securely in the housing and shall connect directly to existing electrical connections inside of the housing by means of push on type connectors.

A one piece “U” shaped cross section rubber gasket or other suitable means shall be provided with each module to insure a weather tight fit between the door of the signal housing and the module. The quality of gasketing supplied, and any method used to adhere the gasketing to the module if the gasketing is affixed to the module using adhesive, shall be such that the gasketing and adhesion technique shall not appreciably deteriorate over the life of the module when the module is used in its intended application.

The message bearing surface of the module shall be supplied with two numerical LED displays to display a count from “00” to “99”. These displays shall be a minimum 7 inches high and 3.75 inches wide. The display segments that comprise the numbers shall be approximately 0.5 inches wide and be formed by two or more rows of LED’s.

Materials used for the lens and signal module construction shall conform to ASTM specifications for those materials.

The lens of the LED countdown timer shall be polycarbonate UV stabilized and a minimum of 1/8" thick

Each module shall be identified on the back side with the following:

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

- Manufacturer's Trade Mark/Name
- Part number as shown in the NYS DOT's Transportation Management Equipment QPL
- Serial number
- Voltage rating
- Power consumption (Watts and Volt-Ampere)
- Each module shall have a sticker stating compliance to FCC Title 47 Subpart B, Section 15 regulations
- An Indication to orient the user to the Top of the Unit (such as an Arrow symbol or the word top)

A.2 Barcoding. All Modules shall be barcoded using Barcode type 128. Barcodes shall be printed on a quality polyester white label (Black print only) where the print on the label and adhesion of the label to the surface shall be weather, UV and temperature resistant. Size of the label shall be 0.5 inch wide by 1.75 inch long. All barcodes shall be printed entirely on the label and be completely legible. Text of the Barcode Information shall also be legibly printed on the label.

Information on the Barcode shall be separated into the following four parts, but printed continuously on the label in the order shown:

- Model Number - 2 Digits (Assigned Model Number for Pedestrian LED Countdown Timers is CT)
- Manufacturer - 2 Digits. Digits assigned by NYSDOT upon Product Qualification
- Date of Manufacture - 4 Digits. First two digits represents Month of Manufacture, Second two digits represent Year of Manufacture
- Serial Number - minimum 6 digits assigned, maximum 10 digits assigned

An example of the information printed on the barcode for a Pedestrian LED Countdown Timer built to these specifications manufactured in June of 2008 with a serial number of 018356 by a company whose manufacturers' code is XX would be CTXX0608018356.

Barcode labels, meeting the same requirements of the labels above, shall also be placed on the outside of all shipping boxes. Example: Should the shipping box contain six modules, individual barcode labels for all of the six modules inside the box shall be affixed to the outside of the box. The labels shall also be grouped together so that they can be easily and quickly scanned by a barcode reader.

A.3 The contractor shall provide the barcode ID numbers for all LED's installed. This information shall be provided in the form of an electronic file (Excel Spreadsheet) and summarized by intersection. Barcode IDs will be collected by one of the following methods selected by NYSDOT:

- 1) Scanning the bar codes of each module with a bar code scanner provided by NYSDOT for use on this project only. The information will be downloaded to a spreadsheet.
- 2) Manually entering the bar code IDs of each module into an electronic spreadsheet.

This information shall be provided to the EIC on a weekly basis. The cost for this work shall be included

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

in the bid price for various LED modules.

B. ENVIRONMENTAL REQUIREMENTS

B.1 The Countdown Timer signal module shall be rated for use in the ambient temperature range of -40 deg F to +165 deg F. The module shall be sealed to prevent dust and moisture intrusion and to protect all internal LED and electrical components. The module shall be capable of operating at rated voltage in an environment of +74 degrees Centigrade / 85% Relative Humidity for 1000 hours without the formation of internal condensing moisture.

C. OPTICAL REQUIREMENTS

C.1 The measured chromaticity coordinates of the individual led light sources used in the module shall conform to the chromaticity requirements of the Pedestrian “Hand” symbol of the PTCSI standard.

C.2 The module shall be designed so that when operated over the specified ambient temperature and voltage ranges during the warranty period of the unit, the numeric display shall attract the attention of, and be readable to, a viewer (both day and night) at all distances from 3 m to the full width of the area to be crossed.

C.3 To minimize luminous degradation over the life of the unit, the individual led light sources used in the unit shall be manufactured using AllnGaP technology or equal.

C.4 Variations in operating line voltage of between 80 and 135 volts rms shall have minimal effect, less than +/- 10 percent, on the luminous output of the module.

D. OPERATIONAL REQUIREMENTS

D.1 The module will be designed to countdown to zero only the “Clearance” time of the Pedestrian Interval. During the Steady Don’t Walk Indication the display will always be dark.

D.2 The module, when connected to the appropriate Pedestrian switch pack outputs, shall have an automatic learn mode in order to learn and store the Pedestrian clearance times in its memory and to self-adjust for subsequent changes in Pedestrian Clearance time.

D.2.1 Following power restoration to the unit after a power outage of greater than two seconds the unit will remain dark for one pedestrian cycle to learn, acquire the current pedestrian clearance timing, replace any values that were stored in memory prior to the power outage with the newly acquired values and display the newly acquired times on the next pedestrian cycle.

D.2.2 The unit shall detect changes in pedestrian clearance timing during normal operation and act upon them as described below:

D.2.2.1 The unit will automatically re-program itself should it detect any increase in Pedestrian clearance timing. The increased timing shall be displayed on the subsequent pedestrian cycle.

ITEM 680.81500010 – PEDESTRIAN COUNT-DOWN TIMER MODULE

D.2.2.2 The unit will detect any reductions in pedestrian clearance timing (such as those occurring during a traffic Preemption cycle) and display on the subsequent pedestrian cycle the timing stored in its memory prior to the shortened pedestrian cycle.

D.2.2.3 The unit will re-program itself should it detect two consecutive identical shortened pedestrian clearance cycles and display this timing on the next pedestrian cycle.

D.3 The unit shall be designed to suspend any timing and go dark when, for any reason, the timing of the Ped Clearance cycle is terminated before reaching the “zero” count and the clearance switchpack output reverts to a steady “On” condition.

D.4 The unit shall be capable of timing consecutive complete Pedestrian cycles outputted by the traffic control system.

D.5 The unit shall be designed to retain the Pedestrian timing stored in its memory for all power outages of less than one second and to continue timing of the Pedestrian timing if the traffic control system has resumed Pedestrian timing following this duration outage. For outages of between one and two seconds memory may or may not be retained. For all power outages greater than two seconds the unit will resume operation as described in Paragraph 4.2.

E. ELECTRICAL

E.1 All wiring shall meet the requirements of Section 13.02 Wiring of the VTCSH standard. Each wire shall be approximately 1 m long. All wiring shall be rated for use over the temperature range of -40 deg F to +165 deg F. Under normal handling of the module over the specified temperature range, the wiring insulation shall not crack or fray along its entire length. The wires of the module shall be terminated in insulated 0.250 inch female quick disconnect push on terminals.

Units shall be supplied with three colored coded wires as defined below:

Red (Connection to Pedestrian Hand Switch pack output), Brown (Connection to Pedestrian Man Switch pack output) & White (AC Neutral)

E.2 The module shall operate with 603 Hz AC line voltage ranging from 80 volts to 135 volts rms. The circuitry shall prevent flicker over this voltage range. Rated voltage for all optical and power measurements shall be 1203 volts rms.

E.3 The on-board circuitry of the module shall include voltage surge protection, to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.8, NEMA Standard TS 2-2003.

E.4 Each module shall be designed so that the timer and displays do not function when connected to any voltage between 80 and 135 volts rms and in series with an impedance of 15 kohm (either resistive or capacitive) or greater.

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E.5 The individual LED light sources of the unit shall be wired so that a catastrophic failure of one LED light source will not result in the loss of illumination of more than one display segment.

E.6 All modules shall contain filtering dedicated to prevent inducing electronic noise into the AC power lines. In addition the module and associated on-board circuitry shall meet the requirements of the Federal Communication Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise by Class A digital devices.

E.7 All Modules shall be fused. The fuse shall be located before any electronic component used in the module and placed in series with the colored wire of the unit. Should fusing be external to the unit by placing inline fuse holders into the wiring of the unit, the fuse holder shall be installed so that it is between six to ten inches from the housing of the unit. Each individual circuit in the unit shall be fused separately. Fuse selection shall be such that it provides reliable operation for its intended operation.

E.8 All unit types shall be operationally compatible with the traffic signal equipment that each type is designed and intended to interface with. This equipment includes all controllers, conflict monitors, current monitors, switch packs and flashers and LED Signal Modules currently in use by the New York State Department of Transportation.

E.9 Power Requirements. The maximum power consumption of each circuit in the unit, when on, shall not exceed 10 Watts at rated voltage.

F. PERFORMANCE TESTS

F.1 Prior to shipment, each module shall be energized (burned-in), for a minimum of 24 hours, at rated voltage, and at a 100 percent on-time duty cycle. This test shall be conducted in an ambient temperature of 60 degrees Centigrade. Any failure of the module occurring during burn-in shall be cause for rejection

F.2 Each timer module shall be visually inspected for any exterior physical damage or assembly anomalies. Careful attention shall be paid to the surface of the lens to ensure there are no scratches (abrasions), cracks, chips, discoloration, or other defects.

F.3 Each shipment from the manufacturer shall be furnished with a Certificate of Compliance. The certificate shall certify that the modules comply with the requirements of these specifications. The certificate shall include the signature of the person responsible for certifying the tests. In addition to the certificate, the modules shall be supplied with copies of all applicable test reports.

G. SAMPLE SUBMISSION

Low bidder(s) may be required to submit a sample unit. In the event that a sample is required, it shall be provided within ten (10) working days of receipt of the request. Each device submitted shall be accompanied by five copies of the complete circuit schematic for the unit, one standard catalog cut and one manufacturers specification sheet for the individual LED light sources used in the unit.

Documentation shall also be provided describing the techniques used to ensure the units will satisfy the luminous intensity requirements over the life of the warranty. This documentation may include items such as the description of circuitry incorporated in the module needed to meet this requirement or literature from the LED manufacturer describing the expected degradation of luminous intensity of the individual

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LED light sources used in the fabrication of the module over the life of the unit and operating temperature range.

3.0 CONSTRUCTION DETAILS

The contractor shall install the Pedestrian Count-Down Timer Module in new or existing traffic signal heads as shown on the plans or as ordered by the engineer. Unless otherwise waived, the Contractor shall submit to the Regional Director within 30 days following the award of contract, detailed specifications and catalog cuts of the equipment he proposes to install.

4.0 METHOD OF MEASUREMENT

This item will be measured for payment as the number of Pedestrian Count-Down Timer Modules furnished, installed in accordance with the contract documents or as ordered by the Engineer.

5.0 BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, material, and equipment necessary to complete the work as shown on the plans, on the standard sheets, or as ordered by the Engineer. The cost of the pedestrian signal heads shall be paid for under their respective items.