PROJECT TITLE:

Proposed Commuter Parking Stairway Improvements Village of Hastings-on-Hudson May 3, 2022

NOTICE TO BIDDERS:

Village of Hastings-on-Hudson, Westchester County, New York

VILLAGE CONSULTING ENGINEER:



1689 Route 22 Brewster, NY 10509

Phone: 845-279-2220

DESCRIPTION OF BID:

The Village of Hastings-on-Hudson, New York (the "Village") is requesting a proposal for the removal and construction of steel handrails, reinforced concrete steps, adjusting manhole frame and cover, removal of asphalt sidewalks and paving sidewalks. Also included is to have a licensed surveyor locate the property line in the field, mark and layout handrails, Village and Engineer to confirm location. The project is located in the Village of Hastings-on-Hudson. Other related work shall include maintenance access, preparing, restoring and cleaning the project area all in accordance with the plans and specifications as directed by the Engineer.

PROPOSED WORK:

The proposed work includes removing and replacing the existing handrails, asphalt sidewalks, concrete steps and related site work. Additional work includes obtaining a licensed surveyor to locate the property line, and cleaning and restoring the area of construction.

The Contractor is responsible to become familiar with the site and to verify all measurements and conditions in the field. A pre-bid meeting shall be held at the site on May 17, 2022.

SHOP DRAWINGS:

Shop drawings are required for all manufactured items and any item directed by the Engineer. Shop drawings shall be submitted to the Engineer for review sufficiently in advance of requirements to afford ample time for checking, correcting, resubmitting, and rechecking as necessary.

No construction, purchase, delivery, installation, or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk.

Note, all concrete shall contain twenty percent (20%) ground granulated blast furnace slag (GGBFS).

PROJECT TITLE:

Proposed Commuter Parking Stairway Improvements Village of Hastings-on-Hudson May 3, 2022

BID SUBMITTAL DATE AND TIME OF COMPLETION:

Sealed proposals for performing the work herein described will be received by the Village Board of Hastings-on-Hudson, New York, at the Office of the Village Clerk, Village Hall, 7 Maple Avenue, Hastings-on-Hudson, New York 10706, on **June 2, 2022** at 10:00 a.m. and immediately thereafter the bids will be publicly opened and read aloud in said office. A **pre-bid meeting shall** be held at the site on May 17, 2022.

All technical questions should be directed in writing to Mary Beth Murphy, Village Manager by email to Villagemanager@hastingsgov.org

The Contractor shall provide the required Village insurance documents. All documents are required to be complete for this agreement within ten (10) business days (in the State of New York) of notice of award.

References of work similar in size and scope shall be submitted upon the request of the Engineer. Work shall proceed in the field within five (5) business days of the Contract signing. Once work has started, it shall proceed continuously and diligently. All items of work shall be completed and approved within forty-five (45) calendar days of the Contract date.

AWARD AND AGREEMENT

The Contract will be awarded to the lowest responsible bidder with a formal written agreement pursuant to the provisions of the General Municipal Law. The Village reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Village further reserves the right to reject any or all bids.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the municipality, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

WAGES AND LABOR

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL).

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with. Each and every provision of law and clause required by law to be part of this PROJECT TITLE: Proposed Commuter Parking Stairway Improvements Village of Hastings-on-Hudson May 3, 2022

Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, section 200-e, of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

The project is funded by a state grant. The grant program does not have MWBE/SDVOB requirements but strongly encourages MWBE/SDVOB participation. All contractors and vendors retained to perform services in connection with the project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the project.

COMPLIANCE WITH IRAN DIVESTMENT ACT

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

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

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

COMPLIANCE WITH NYS SEXUAL HARASSMENT PREVENTION LAW

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 201-g of the labor law.

PROJECT TITLE:

Proposed Commuter Parking Stairway Improvements Village of Hastings-on-Hudson May 3, 2022

ATTACHMENTS

- Notice to Bidders
- Minimum Village Insurance Requirements
- Indemnification and Hold Harmless Agreement
- Non Discrimination Clause
- Statement of Non-Collusion

Technical Specifications

Section		Page No.
AMC	ADJUST MANHOLE COVERS	AMC-1-AMC-2
ASW	ASPHALT SIDEWALKS	ASW-1-ASW-2
CSG	FURNISH AND PLACE CRUSHED STONE OR GRAVEL	CSG-1-CSG-2
DR	DEMOLITION AND REMOVAL	DR-1-DR-3
HR	HANDRAILS	HR-1-HR-2
MPT	MAINTENANCE AND PROTECTION OF TRAFFIC	MPT-1-MPT-2
R	RESTORATION	R-1-R-5
RC	REINFORCED CONCRETE (STEPS)	RC-1-RC-5
SS	SURVEY AND STAKEOUT	SS-1
UFG	UNCLASSIFIED EXCAVATION, FILLING AND GRADING	UFG-1-UFG-5

Drawings

[&]quot;Site Plan", Dated 4/27/22, Drawing C-1, Sheet 1 of 3.

[&]quot;Details (1)", Dated 4/27/22, Drawing C-2, Sheet 2 of 3.

[&]quot;Details (2)", Dated 4/27/22, Drawing C-3, Sheet 3 of 3.

BID PROPOSAL

PROPOSED COMMUTER PARKING STAIRWAY IMPROVEMENTS HASTINGS-ON-HUDSON, NY

Name of Bidder		
Address	Telephone:	
City, State Zip	Fax:	

Note: The Lump Sum and Unit Price amount is to be written in both words and numbers. In case of discrepancy, the amount shown in words shall govern. The price shall be in dollars and cents. The Lump Sum amount shall include all labor, materials, equipment, services, etc. required to complete the work in accordance with the Plans, Specifications and all other Contract Documents within the specified completion date

SECT	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
AMC, ASW, CSG, DR, MPT, RC, SS, UFG	Adjust Manhole Covers, Asphalt Sidewalks, Furnish & Place Crushed Stone or Gravel, Demolition and Removal, Maintenance and Protection of Traffic, Reinforced Concrete (Steps), Survey and Stakeout, Unclassified Excavation, Filling and Grading	LS	LS			
HR	Handrails	LS	LS			
R	Restoration	NP	NP	NP	NON-PAYMENT	NP
	TOTAL BASE BID					

The total bid shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit prices in words shall govern.

The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein.

The contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price Bid shall remain in effect for this work.

BID PROPOSAL

PROPOSED COMMUTER PARKING STAIRWAY IMPROVEMENTS HASTINGS-ON-HUDSON, NY

BID PROPOSAL:

The Bid Proposal information must be provided and signed by the contractor's representative.

NYSDOL Prevailing Wage Rate requirements must be included in the bid amount. Contractors must comply with all related Dormitory Authority Of The State Of New York (DASNY) grant requirements. The Contractor must visit the site and understand any site constraints prior to submission of this bid.

(Signature)
 (Print Name)
(1 IIIIt Ivailie)
(Title)
 (Date)

NOTICE TO BIDDERS

Sealed proposals for performing the work herein described will be received by the Village Board of Hastings-on-Hudson, New York, at the Office of the Village Clerk, Village Hall, 7 Maple Avenue, Hastings-on-Hudson, New York 10706, on June 2, 2022 at 10:00 a.m. and immediately thereafter the bids will be publicly opened and read aloud in said office.

The work consists of the removal and construction of steel handrails, reinforced concrete steps, adjusting manhole frame and cover, removal of asphalt sidewalks and paving sidewalks. Also included is to have a licensed surveyor locate the property line in the field, mark and layout handrails, Village and Engineer to confirm location. The project is located in the Village of Hastings-on-Hudson. Other related work shall include maintenance access, preparing, restoring and cleaning the project area all in accordance with the plans and specifications as directed by the Engineer.

Specifications and Bid proposal forms may be obtained online at https://www.hastingsgov.org/village-clerk/pages/rfps-and-bid-documents or by emailing the Village Clerk at Acostantini@hastingsgov.org on or after 2:00 P.M., May 6, 2022.

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: www.bidnetdirect.com/new-york/hastings-on-hudson.

A pre-bid meeting will be held at the site on May 17, 2022.

Bids shall be made on the separate Bid Proposal Forms furnished with the Specifications.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Hastings-on-Hudson, 7 Maple Avenue, Hastings-on-Hudson, New York and endorsed "Proposed Commuter Parking Stairway Improvements", Hastings-on-Hudson, New York.

The Village of Hastings-on-Hudson reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Village to do so.

Grant funds are utilized on this project and are subject to all the applicable requirements.

All technical questions should be directed in writing to Mary Beth Murphy, Village Manager by email to Villagemanager@hastingsgov.org

Dated May 3, 2022 By Order of the Village Board

By, Anthony Costantini, Village Clerk

VILLAGE OF HASTINGS-ON-HUDSON (the "Village") 7 Maple Avenue, Hastings-on-Hudson, NY 10706

MINIMUM INSURANCE REQUIRED BY CONTRACTORS & SUBCONTRACTORS

Insurance Exhibit

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.
- **Note**: c) The Village and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to the Village and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.
 - d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.
 - e) XCU may not be excluded
 - 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) The Village and their agents, officers, directors and employees shall be included as additional insured on the auto policy.
 - d) Also needs to include waiver of subrogation
 - 3) Workers Compensation and Employers Liability and N.Y.S Disability
 - a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - d) Workers Compensation must include a waiver of subrogation.

NOTE: <u>ACORD</u> forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

4) The Contractor shall not sublet any part of his work without written approval of the Village, and without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Village. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include the Village and their agents, officers, directors and employees as an additional insured.

- 5) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Village. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Village no less than 30 days prior to cancellation or renewal.
- 6) Contractor acknowledges that failure to obtain such insurance on behalf of the Village constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village. The contractor/permittee is to provide the Village with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village.

Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Village representative on the job site.

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 work must be performed between 7:30 a.m. and 4:30 p.m. Monday through Friday. Any exceptions out of these hours must have prior approval by the Department Head in charge of the public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed in a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. The prime contractor shall obtain a Prevailing Rate Schedule from the: New York State Department of Labor, Bureau of Pubic Work, Sate Office Campus, Bldg. 12, Albany, NY 12240. The prime contractor must provide copies of this schedule to all subcontractors and obtain an affidavit certifying such schedule was received.

VILLAGE OF HASTINGS-ON-HUDSON 7 Maple Avenue, Hastings-on-Hudson, NY 10706

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, <u>Contractor/Subcontractor</u> will indemnify and hold harmless the Village of Hastings-on-Hudson (the "Village"), their officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor will defend and bear all costs of defending any actions or proceedings brought against the Village, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor hereby expressly permits the Village to pursue and assert claims against the Contractor/Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company Title/Name:	
Name:	Signature:
Date:	
Nature/Scope of Work Being Performed:	
Please sign, date, and return to:	

Anthony Costantini
Village Clerk
Village of Hastings-on-Hudson
Village Hall
7 Maple Avenue
Hastings-on-Hudson, NY 10706

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, sex, sexual orientation, age, disability or marital status, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin, sex, sexual orientation, age, disability or marital status. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, sex, sexual orientation, age, disability or marital status, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin, sex, sexual orientation, age, disability or marital status. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin, sex, sexual orientation, age, disability or marital status.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of

the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose.
- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

STATEMENT OF NON-COLLUSION (To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or perjury; non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signed:	Firm:
Title:	Date:

ADJUST MANHOLE COVERS

WORK

Under this item the Contractor shall furnish all labor, materials and equipment necessary to adjust manhole covers and frame to one-quarter (1/4") inch below finished grade of final paving course. The work required to adjust existing manhole covers and frames within sidewalks shall be performed under the specification for the particular type of sidewalk to be installed.

The Contractor shall also be responsible for providing adequate warning signs and lighted barricades for vehicular and pedestrian protection in roadways and sidewalks under construction. Signs and barricades shall be installed immediately after adjustment of manhole covers and shall be maintained until paving is complete.

METHOD AND MATERIALS

The Contractor shall determine the elevation of finished pavement grade and shall set the rim of the manhole one-quarter (1/4") inch below said finished grade. The pavement and any subgrade material shall be carefully and neatly excavated around the manhole frame to the elevation of the bottom of the frame. The pavement shall be cut, a minimum of 2 feet from the edge of the frame, by means of a pneumatic drill with spade-shaped bit or other means to provide a neat, even edge. The frame shall be lifted out and a ring of mortar, or brick and mortar, shall be placed on the top of the manhole and below the casting so as to adjust it. The outside of the ring shall extend at least as far as the outer edge of the flange of the casting. The inside of the ring shall not extend any further than the inside diameter of the existing manhole opening, and shall not obstruct the opening in any way. If the required thickness of the ring to bring the manhole frame to the proper elevation is greater than the thickness of a brick, the ring shall be constructed of bricks with mortar joints and with a leveling course of mortar. If the required ring thickness is less than one brick, the entire ring shall be of mortar. The mortar shall be allowed to harden thoroughly before traffic or rollers are permitted to pass over the frame. Wooden wedges will not be permitted.

After the frame has been set to grade, the excavated space shall be filled with a sandy or gravelly material free of clay, organic material or large stones and topped with six (6") inches of asphalt binder course material so as to be flush with the adjoining existing pavement. This material shall be thoroughly tamped to a density equal to that of the adjoining material. Before placing this material the casting shall be primed with a liquid asphalt so as to provide a tack coat.

MEASUREMENT AND PAYMENT

Payment shall be for "LUMP SUM" manhole adjusted to grade, and shall include all labor, materials and equipment for the excavation, mortar or brick and mortar ring, resetting of casting, backfill with paving material and any other construction described above. The insertion of metal rings or adaptors will not be accepted as a substitution for the above.

Payment shall also be for providing adequate roadway and sidewalk signage and barricades for protection of traffic during construction.

ASPHALT SIDEWALKS

WORK

The Contractor shall furnish all labor, materials and equipment required to saw cut concrete and asphalt pavements, remove and dispose of pavements, completely install asphalt sidewalks and pave utility areas as shown on the plans. The Contractor shall bring the subgrade to the required elevation, and place a subbase of four (4") inch thick crushed stone bed and install a two (2") inch thick asphaltic concrete sidewalk and pavements as shown and detailed on the plans or as directed by the Engineer. The Contractor shall bring the area behind or adjacent to the sidewalk and paved areas to the required elevation and contour with topsoil if required and adjust utility structures in sidewalk areas to grade.

The Contractor shall do all necessary cutting of roots, excavation and removal of all material of every nature and kind, preparing of subgrade and other incidentals required to complete the work in all respects. All pavements and surplus excavated material shall be hauled from the site of the work and legally disposed of as ordered by the Engineer.

MATERIALS

All work and materials shall conform to the requirements of Section 608-2.02 of the New York State Department of Transportation Standard Specifications of January 2, 1990 for Asphalt Concrete Sidewalks, Driveways and Bicycle Paths.

METHOD

The Contractor shall remove and dispose of all existing asphalt and/or concrete sidewalks, surface material, vegetation and excess earth within the proposed sidewalk area. Unsatisfactory excavated foundation material shall be removed and replaced with clean suitable material.

After the necessary excavation has been completed to the required subgrade and has been properly compacted to 100% density, a layer of select granular fill shall be placed and compacted with an approved compactor to a compressed thickness of not less than four (4") inches or as shown on construction details.

Sidewalks shall be two (2") inches thick and laid to the elevations indicated on the plans or directed in the field by the Engineer. The base shall be inspected by the Engineer prior to placing asphalt sidewalk. The asphalt sidewalk shall be compacted with a minimum six ton roller.

MAINTENANCE AND PROTECTION OF EXISTING UTILITY STRUCTURES

The Contractor shall adjust all existing utility structures to finished grade of new sidewalk pavement. Utility structures shall include, but not be limited to, manhole covers, valve boxes (water, gas and oil), and any other resetting within the new construction work as directed by the Engineer. The Contractor shall supply all labor, materials, and equipment necessary to adjust structures to finished grade. The Contractor shall incorporate the cost of these items in the bid price for Specification item "Adjust Manhole Covers".

MEASUREMENT AND PAYMENT

The quantity of sidewalks to be paid for under this item shall be "LUMP SUM" of asphalt sidewalks constructed in accordance with the plans and specifications and directions of the Engineer. The Contractor shall only be paid for the construction of sidewalks and utility areas as dimensioned on the drawings and approved in the field by the Engineer. Measurements for payment shall be limited to and not exceed the payement widths indicated on the plans.

The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials including saw cutting concrete and asphalt removal and legal disposal of pavements and excavated material, the preparation, excavation and compaction of subgrade, furnishing and placing four (4") inch thick subbase material, installation of a two (2") inch thick bituminous pavement, removal and disposal of any surplus materials and any other incidental work required for a complete asphalt sidewalk and utility area installation.

CRUSHED STONE OR GRAVEL

WORK

Under this item the Contractor shall supply all labor, material and equipment required to furnish and place crushed stone or gravel as directed by the Engineer. This item will in general cover the use of the material placed to correct unsuitable subgrade conditions in earth or placed as a subbase for asphalt pavement or for use as a foundation for concrete structures but is not necessarily limited to these purposes.

Recycled or processed material shall not be acceptable for this item.

MATERIAL

All materials shall conform to the New York State Department of Transportation Standard Specifications dated May 1, 2008 and subsequent addenda, except that no limestone or crushed slag shall be permitted. Stone sizes referred to are as specified in Table 703-4 of the New York State Department of Transportation (NYSDOT) Specifications (703-0203, No. 1). The stone size to be supplied shall be as specified on the plan or as approved in the field by the Engineer. Item 304.12 (Item 4) shall meet NYSDOT Specification Table 304-1, Type 2.

METHOD

When unsuitable, unstable, mucky foundations for structures, or sidewalks are encountered, the Contractor shall notify the Engineer, who shall, if he so deems necessary, order the excavation of the muck to defined lines and grade. The Contractor shall then supply the material ordered by the Engineer and carefully place it within the area excavated. The material shall be placed in six (6") inch layers and be compacted, in trenches by hand or mechanical tampers and in roadways by roller.

TESTING MATERIAL

The Engineer may, if he deems it necessary, take samples of the material supplied and have it analyzed to ascertain whether or not it fulfills the requirements of the specifications set forth.

If the material does not meet these specifications and has already been utilized in the construction, payment shall be reduced to fifty (50%) percent of the bid price and the Contractor shall pay for the cost of testing.

MEASUREMENT

Measurement shall be by the "CUBIC YARD" of the designated material actually placed within the payment limit lines ordered by the Engineer.

For stabilization of excavated areas, the measurement shall be within the following payment limit lines:

Length: The length measurement shall be the actual length of excavation ordered to be stabilized by the Engineer.

Width: The width measurement shall be one foot, on each side, outside the structure being installed irrespective of actual width of excavation or stabilized area.

Depth: The depth measurement for material placed shall be the depth of the excavation below the normal bottom pay limit for the bottom of a structure as ordered by the Engineer. In no case shall payment be made to depths excavated below those ordered by the Engineer. No payment shall be made for using stone or gravel to fill undercuts below the required grade when not ordered by the Engineer.

PAYMENT

The payment shall be at the unit price bid for the material shown on the plans or as designated by the Engineer which shall include all labor, materials and equipment necessary for furnishing the materials and for placing and preparing them in the excavated areas or as specified or directed.

No payment will be made under this item for gravel or crushed stone used in connection with any item where this material is specified on the plans or in the specifications to be included as part of that item.

DEMOLITION AND REMOVAL

WORK

Under this item the Contractor shall furnish all labor, materials and equipment necessary to demolish and remove existing equipment and site features at the project site as required for the construction of the new work as shown on the Plans and specified herein. Any materials demolished for removal and not to be salvaged shall become the property of the Contractor and must be disposed of legally. The Contractor shall submit to the Engineer written permission from the owner of the proposed dump site prior to disposal. The items to be removed included under this section include, but not necessarily limited to, all components and appurtenances of the handrail system, concrete bases and piers, concrete curbs and steps.

The Contractor shall at the direction of the Engineer, salvage equipment and materials existing on the site. Any equipment to be salvaged shall be made known to the Contractor in the field prior to demolition operations. These items shall be delivered by the Contractor to a location within the municipality.

Blasting and the use of explosives will not be permitted for any demolition work.

CONDITION OF STRUCTURES

The Owner and the Engineer assume no responsibility for the actual condition of structures to be demolished and removed.

Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable.

RULES AND REGULATIONS

The Building Code of the State of New York, shall control the demolition of structures.

DISPOSAL OF MATERIAL

All removed and demolished material and unwanted items of equipment shall become the Contractor's property and must be removed from the site. Any existing equipment to be salvaged shall be made known to the Contractor prior to demolition operations. The Contractor shall be responsible for the careful and proper removal of items to be salvaged and shall not cause damage due to excessive force in disconnecting and removing equipment. The Contractor shall provide safe transportation of salvaged items to the Water Department or Highway Department or a location designated by the Engineer.

The dumping, burial, burning, storage, or sale of removed and demolished items on the site will not be allowed. All materials to be removed shall be disposed of in accordance with all applicable regulations.

SUBMITTALS

Submit to the Engineer for approval, a plan of the proposed methods and operations of demolition of the structures in accordance with the General Conditions prior to the start of demolition work.

TRAFFIC AND ACCESS

Conduct demolition operations, and the removal of equipment and debris to ensure minimum interference with abutting street and local traffic.

Special attention is directed towards maintaining safe and convenient access to the proposed facilities by the Owners' personnel and associated vehicles.

Do not close or obstruct streets, walks or other occupied or used facilities without permission from the Engineer. Provide alternate routes around closed or obstructed traffic in access ways.

PROTECTION

Conduct operations to minimize damage by falling debris or other causes to structures, roadways, and other facilities, including persons.

Exercise precautions for fire prevention. Acceptable fire extinguishers shall be available at all times in areas where demolition work by burning torches is being performed. Burning of demolition debris shall not be permitted on or near the site.

DAMAGE

Promptly repair damage caused to existing site features by demolition operations as directed by the Engineer and at no cost to the Owner. Repairs shall be made to a condition at least equal to that which existed prior to construction operations.

UTILITIES

Maintain existing utilities as directed by the Engineer to remain in service and protect against damage during demolition operations. Do not interrupt existing utilities except when authorized by the Engineer. Provide temporary services during interruptions to existing utilities as acceptable to the Engineer.

The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies.

All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirement of the utility companies or the municipality owning or controlling them.

DUST AND NOISE CONTROL

The Contractor shall take all measures necessary to minimize the amount of dust and noise resulting from demolition activity.

MATERIALS

All materials or items of equipment required for the performance of the work of this Section shall be suitable for the intended purpose and shall be equal, where applicable, to similar items and materials specified in other sections of the technical specifications.

DEMOLITION

Demolition shall be performed to the limits shown on the Drawings or if no limits are shown, to a depth at least two (2') feet below final grade or two (2') feet below any new foundation. Handrail posts and concrete piers shall be completely removed from the concrete step or asphalt.

Wet down work during demolition operations to prevent dust from arising. Provide maximum practical protection from inclement weather for materials, equipment and personnel.

Remove all existing work as indicated on the drawings and prepare adjoining areas for installation of new work. All demolition debris shall become the property of the Contractor and shall be removed from the site and properly disposed of by the Contractor. Demolition debris shall not be used for fill or backfill.

Blasting or the use of explosives will not be allowed for demolition work.

MEASUREMENT AND PAYMENT

The unit of measurement for payment shall be a "LUMP SUM" amount for furnishing all labor, materials and equipment and for performing all items of work complete as specified and shown on the plans. The cost shall be included with all other items within the specifications and shown on the plans.

HANDRAILS

WORK

Under this item the Contractor shall furnish all labor, equipment, materials and incidentals necessary or required to install steel pipe handrails in accordance with the plans and specifications and at the directions of the Engineer.

The Contractor shall have a licensed surveyor locate the property line in the field, mark and layout handrails, Village and Engineer to confirm location. The handrail layout shall be completed by the surveyor and approved by the Engineer prior to any proposed work.

All areas where the existing handrail posts were removed during demolition shall be infilled with material to match the area adjacent the penetration. Penetrations shall be infilled with non-shrink grout or asphalt. Infilled material shall be flush with the adjacent surfaces.

MATERIAL

Handrails shall be 1-1/2" O.D. nominal steel pipe, ASTM A53, Type S, Grade B, Schedule 40. All joints are to be field welded and ground smooth. All railings to be mounted as per drawings and as directed by Engineer.

SURFACE PREPARATION

Prior to painting, all metal shall be cleaned with Surf-Etch 108 Rust-Oleum. All grease, oil and chemicals effecting priming and painting shall be removed. All adjacent areas shall be protected prior to cleaning to avoid staining new or existing surfaces.

METHOD

Set handrail accurately in location, alignment and elevation, measured from established lines and levels and free of rack. Set posts plumb with a tolerance of 1/16-inch in 3-feet. Align rails so variations from the level for horizontal members do not exceed 1/4-inch in 12-feet. Form work true to line and level with accurate angles and surfaces.

Welding procedures shall be in accordance with AWS D1.1, Structural Welding Code for steel. Use fully welded joints, weld all around connections and fittings. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

The paint manufacturer's recommendations for handling, preparing surfaces, applying coatings, and re-coat intervals, shall be followed. No work shall be performed when temperature and humidity conditions are outside the limitations stated by the coatings manufacturer.

FINISH

All rails shall be primed and painted with Benjamin Moore, Pittsburgh Paint, Sherwin-Williams, Tnemec or equal products. Minimum dry film thickness as herein specified shall hold precedence over any recommendations made for supplier's products.

Shop Primer: one coat of #92 Inorganic Theme-Zinc @ 3.0 Mils min. dry thickness

Touch up primer: one coat, by brush, of #93 Primer organic Zinc-Rich

Finish Coat: Shall be two (2) coats black high gloss exterior oil base enamel metal paint dry film thickness 4.5 mils.

SHOP DRAWINGS

Must be submitted to the Engineer for approval prior to Contractor's construction and installation of handrails. Include materials, sizes, styles, fabrication, anchorage and installation details. Submittals shall include non-shrink grout material and paint products.

MEASUREMENT AND PAYMENT

The price bid for the construction and installation of handrails and fittings shall be the "LUMP SUM" amount in accordance with the plans and specifications and directions of the Engineer.

The "LUMP SUM" bid shall be complete and shall include the cost of furnishing all labor, materials and equipment including, but not limited to, shop drawings, sleeves, non-shrink grout, field welding, joint grinding, painting, one prime coat and two finish coats and any incidentals necessary as required to complete the work to the satisfaction of the Engineer.

MAINTENANCE AND PROTECTION OF TRAFFIC

WORK

Under this item the Contractor shall furnish all labor, materials and equipment required to protect and maintain pedestrian and vehicular traffic. The work shall include providing flaggers, lighted barricades, excavation bridges and proper temporary traffic signage during construction as specified hereinafter and as directed by the Engineer.

METHOD

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard.

Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the road construction. Where directed by the Engineer, the Contractor shall provide such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Engineer and Highway Department and written notice must be given by the Contractor to the Police and Fire Departments, and adequate detour signs posted. Any other public services effected by the road closing must also be notified by the Contractor in writing.

Approved traffic control devices in accordance with the New York State Manual of Uniform Traffic Control Devices shall be provided along all highways while work is in progress. Where traffic direction is required, flaggers shall be designated by the Contractor to direct traffic past the construction equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and two lanes of traffic shall be maintained at night.

Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary, in the opinion of the Engineer, Highway Superintendent or the Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.

MEASUREMENT AND PAYMENT

The Contractor shall be paid a "LUMP SUM" amount for providing all labor, materials and equipment required to protect and maintain pedestrian and vehicular traffic for the duration of the project. The Contractor shall be paid percentages of the lump sum amount bid during the course

of the project. Progress payments for this item shall be in proportion to the total amount of contract work completed less any deductions for unsatisfactory maintenance and protection of traffic as determined by the Engineer.

If the Contractor fails to provide adequate flaggers, barricades, bridging, signage, etc., for the safe operation of construction activities, deductions shall be made from the bid amount for this item. The Owner reserves the right to use the deducted funds to hire an outside Contractor to provide the required services.

RESTORATION

WORK

Under this item the Contractor shall provide all the labor, material, and equipment necessary to restore the site to its original condition. All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

Physical features damaged outside the limits of the work, as determined by the Engineer, shall be repaired as described in the "GENERAL CONDITIONS".

Restoration of utility lines of private companies or municipalities is covered under the "GENERAL CONDITIONS" and is not included as part of this item.

SCOPE

After the new work in an area has been completed, tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features disturbed shall proceed.

These features are of the general types outlined below but not necessarily limited to these specific items, as this specification item covers all required restoration work within these general categories:

Trees, shrubbery and bushes.

Gardens (rock gardens, flowers, annual, perennials, etc.) with all soils and mulches.

Ground Covers (pachysandra, myrtle, phlox, ivy, etc.) with all soils and mulches.

Lawns (fescues, bluegrasses, perennial ryes, zoysia, etc.) with all topsoil or sod. See paragraph "GRASS AREAS" below.

Walls and Wall Footings (stone, masonry, brick, dry bound, etc.).

Fences (chain link, picket, board, barbed wire). This shall include such new work as footings, guys or braces as may be required to secure work.

Sidewalks, Pathways, Patios (concrete, flagstone, crushed stone, precast slab, brick, gravel, slate, terrazzo, tile). The Contractor shall provide all labor, materials and equipment required to restore all concrete walkways and sidewalks etc. intersecting the new work as specified on the plans and as directed by the Engineer. The work shall include furnishing crushed stone, concrete and any other replacement material required to restore the disturbed area to the satisfaction of the Engineer.

Curbs and curb footings (concrete, asphalt, granite, stone, brick, metal, etc.).

Driveways (Concrete, slab, gravel, crushed stone and asphalt). The Contractor shall supply all labor, material and equipment required to restore all driveways intersecting the new work as specified on the plans and as directed by the Engineer. The work shall include furnishing and installing crushed stone or gravel, bituminous top course, concrete and reinforcing material, etc. to repave the surface to existing grade.

Private Underground Utilities (footing drains, roof leader drains, dry wells, private electric cables, sprinkler system, swimming pool appurtenances, septic fields, etc.).

Front or Rear Yard Man-Made Features (mail boxes, sign posts, lamp posts, dog houses, bird baths, pigeon coops, storage sheds, fireplaces, barbecue pits, trash burning pits, playing courts, religious creches, awnings, gates, wells, etc.) can best be handled if they are carefully removed and replaced after the construction. Those disturbed, damaged, or destroyed shall be reset, repaired, or replaced.

EQUIVALENT ITEMS

All features damaged or destroyed shall be repaired or restored with features equal to or better than the original ones. The Contractor shall make all reasonable attempts to satisfy the Owner but the Engineer shall be the judge as to the reasonableness of equivalency of repaired and restored features.

In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants), the Contractor may substitute other similar items whose total value shall equal that of the destroyed one. This shall be done to the satisfaction of the Owner. In such cases the Contractor shall secure a written release from the home stating that he is accepting a substitute for the destroyed item and that he releases the Contractor and the Owner from further claims for said item. The Engineer shall be the judge of the value of the destroyed and the value of the restored items and the reasonableness of the substitution.

GRASS AREAS

Immediately after backfilling, grass areas shall be temporarily restored using fast germinating annual or perennial rye grass seed. The patched area shall be watered as necessary to insure proper germination.

All disturbed grass areas shall be permanently replaced during the planting seasons from April 7th to May 15th and from August 25th to October 1st as follows:

Harrow the ground. Remove weeds and other undesirable growth.

Furnish and place a minimum of four (4") inches of screened topsoil obtained from a local nursery.

Rake and grade topsoil to match adjoining area; the Engineer is to approve the grading before fertilizing and seeding.

Furnish and place 15 lbs. of fertilizer containing ten (10) parts Nitrogen, six (6) parts of Phosphoric Acid and four (4) parts of Potash (10-6-4) to every 1,000 square feet of area.

Furnish and place 10 lbs. of grass seed mixture to every 1,000 square feet of area containing, by percentage of weight, the following seed (NYSDOT Standard Specifications):

For Roadside areas, use:

50-70%	Fine Fescue (Festuca rubra), 2 varieties min., including "creeping red"
15-40%	Perennial Ryegrass (Lolium perenne), 2 varieties min., "turf" type
5-15%	Annual Ryegrass (Lolium multiflorum)
5-10%	White Clover (Trifolium repens), other varieties may be acceptable

For Lawn areas, use:

20.500/	Eine Fesseya (Festives mibus) 2 variaties min including "areaning and"
30-50%	Fine Fescue (Festuca rubra), 2 varieties min., including "creeping red"
15-40%	Kentucky Bluegrass (Poa pratensis), 3 varieties min.
15-40%	Perennial Ryegrass (Lolium perenne), 2 varieties min., "turf" type
5-15%	Annual Ryegrass (Lolium multiflorum)

If the above mixtures are unavailable, the Contractor shall request permission to utilize a specific comparable mixture.

The Contractor shall water the new grass until the grass reaches a stand of four (4") inches.

The Contractor shall be responsible for all restored grass areas until final acceptance by the Owner. He shall regrade, reseed, refertilize, etc., any grass that has failed to maintain a dense stand of any area that has lost its grade due to settlement of the trench. The finished restored area shall be free of weeds and shall have the same density of grass as the adjoining areas.

In lawn areas that contain Zoysia grasses, the Contractor shall replace the area with the same.

In lieu of the above method placing topsoil and seeding, the Contractor may substitute sodding at his own option and at no extra cost to the Owner.

PROTECTION OF TREES

Tree trunks are to be protected with heavy wooden fences. All trees in the vicinity of construction activity are to be secured, in a manner acceptable to the Engineer, to prevent toppling. The Contractor shall avoid cutting more than one-third (1/3) of a tree root system, as measured by the perimeter of the canopy. The Contractor shall avoid cutting roots greater than one (1") inch in diameter. Under low canopy trees the Contractor shall modify the vertical extension of the

construction equipment boom to avoid injury to the low tree branches. Construction equipment movement in the vicinity of trees shall be kept to a minimum to avoid compaction of the soil around the trunks of trees. During backfill operations the Contractor shall avoid excessive tamping of earth around tree roots and trunks and shall apply an approved mulch to the roots during the operation.

MAINTENANCE

All work done as part of this item shall be maintained for a period of two (2) years after completion of the project by this contract.

Trenches that have settled shall be refilled to the proper grade. If this refilling operation disturbs the previous restoration of lawns, etc., the lawns, etc., shall again be restored to their original condition under this item and at no additional cost to the Owner.

Items replaced, replanted or restored shall be protected to ensure their proper establishment. This protection may take any form required, such as guying, wrapping, covering, barricading, shoring, signage, etc.

REGRADING SURFACES TO FINISHED GRADE

In some instances, grading by machines will not be considered as properly or satisfactorily graded to the required finished grades. In these instances, hand grading such as raking, rolling, trimming, etc., will be ordered by the Engineer to complete the work satisfactorily.

DELETION OR ADDITION OF WORK

If the alignment of a pipe line is changed and it results in an increase or decrease of restoration work, adjustment of payment for this item shall be made. In general, the adjustment shall be based on the proportion that the change bears to the total of all the restoration work and the bid price for this item. For any increase in the work, the increase in payment shall in no case exceed the cost of labor, materials and equipment plus percentage allowances computed as outlined in "GENERAL SPECIFICATIONS" section "CHANGES IN THE WORK, COST-PLUS BASIS".

RELEASES

The Owner may require the Contractor to obtain a written release from any or all private property owners and/or public agencies as to satisfactory restoration of easement or permit areas, or written acceptance of other considerations or substitutions in lieu of such satisfactory restoration. Final payment may be withheld pending receipt of such releases.

MEASUREMENT AND PAYMENT

No measurement for payment under this item shall be made, as this item includes all work or materials that may be required to restore the site.

Deductions shall be made for work improperly or unsatisfactorily done. The Owner reserves the right to use such funds to hire other contractors to properly complete the work.

Payment for this item shall be included in the base bid for all other items in this Contract, whether called for on the plans or not, as required to restore the site to its original condition. The price bid shall include the cost of furnishing all labor, materials and equipment necessary to complete the work as specified herein, and to maintain it.

If any restoration work is covered by a separate item listed on the proposal sheet, it shall be paid for under such item and shall not be included under this item.

REINFORCED CONCRETE

WORK

Under this item the Contractor shall furnish all labor, materials and equipment necessary to completely install reinforced concrete steps in accordance with the plans and as specified herein.

The work shall include but not be limited to saw cutting concrete and asphalt, removal and legal disposal of concrete and asphalt, preparation, excavation, backfilling and tamping, placing of crushed stone, form work, steel reinforcement, epoxy adhesive anchor and concrete, surface treatment, removal of forms, concrete curing, coating, sealing and testing.

MATERIALS

The intent of these specifications is to produce a finished product satisfactory for the purpose for which it is to be used. The selection of materials, their proportioning, mixing, handling and curing is to be the responsibility of the Contractor but is subject to inspections and testing.

All structural concrete and reinforcing steel shall conform to Section 501 "PORTLAND CEMENT CONCRETE - GENERAL" and 709 "REINFORCING STEEL" of the Standard Specifications of the New York State Department of Transportation (NYSDOT), latest edition. Low Carbon Concrete shall conform to NYSDOT Standard Specifications, latest edition, Section 501 "Portland Cement Concrete General" for Class A concrete with 15-20% ground granulated blast furnace slag (GGBFS). The GGBFS pozzolan content shall not exceed more than 20% of the cement content for Class A concrete. GGBFS shall not mixed with other pozzolans, such as fly ash. All Class A concrete with GGBFS shall be produced in a facility approved by NYSDOT. Testing results shall be submitted to the Engineer for review.

All concrete shall be Class A concrete having a minimum compressive strength of 4000 psi at twenty eight (28) days. Reinforcing steel shall conform to ASTM Designation A615, Grade 60. All concrete delivered to job shall be accompanied with the automated batching plant ticket prior to allowing placement of concrete. Tickets to be given to Engineer. Reinforcing steel connection to existing concrete shall be installed with Hilti-HY 200 epoxy adhesive anchor, or approved equal.

Exposed concrete surfaces shall receive two (2) coats of 1100 Resin-Based, Water Emulsion Concrete Curing Compound as manufactured by the W. R. Meadows, Inc. or approved equal, applied in accordance with directions of the manufacturer. Typical installation requires application as soon as surface water disappears, or promptly after forms are removed. The curing compound must comply with ASTM C309, Type 1, Class A&B.

Forms for Exposed Finish Concrete, unless otherwise shown or specified, the Contractor shall construct form work for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. The Contractor shall furnish in largest practicable sizes, to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection. Plastic or wood cones shall be used at snap ties. The Contractor shall provide a stucco finish on the exposed concrete.

CONCRETE PROPORTIONS AND STRENGTH

The Contractor shall be responsible for obtaining the proportions of cement, sand, coarse aggregate and water that will result in the specified strength, together with the workability suitable for the purpose intended.

Concrete shall be proportioned as specified in Section 501-3 of the New York State Department of Transportation Standard Specification. It shall be obtained from a batching plant meeting these specifications and the Contractor shall give the Inspector the time dated delivery ticket for each batch.

TESTING OF STRENGTH OF CONCRETE

The Contractor will furnish the Engineer for testing a minimum of two (2) standard test cylinders for every ten (10) cubic yards of concrete poured, or for pours of less than ten (10) cubic yards, a minimum of two (2) test cylinders for the days work. All test cylinders will be prepared by the Contractor under the inspection of the Engineer, and will be cured under conditions equal to that of the finished product. Should the Engineer so require, the Contractor will furnish core samples of the finished work, at his own expense, to demonstrate that the concrete meets the minimum strength called for in these specifications or required by the agency having jurisdiction.

If the tests show a substandard product, the work and all other similarly constructed, will be rejected regardless of previous inspection and/or preliminary acceptance, and will be removed and replaced at the expense of the Contractor.

EXCAVATION

The Contractor shall cut and remove any asphalt paving, curbs, drives, or other surface material required to make the excavations. He shall make all excavations in such a manner and to such widths as will provide ample room for properly installing the reinforced concrete structure and to permit the thorough compacting of the backfill material. The Contractor shall remove and dispose of any excess of unsuitable materials.

The Contractor shall provide adequate sheeting, bracing, and pumping of the excavation, whenever necessary to provide working conditions, prevent damage to pavements, structures, pipes and utilities, or shifting of materials and shall be completely responsible for its adequacy and all damages resulting from its installation, removal, failure or omission. Such sheeting, shoring or bracing shall be included as part of this item.

BACKFILL

After the work has been properly constructed and inspected, the space between the concrete and the sides of the excavated area shall be backfilled and compacted in nine (9") inch layers. No stones larger than that which can be handled by one (1) man shall be allowed in the backfill within three (3') feet from the sides of the structure. Excess material shall be removed from the site, unsuitable backfill material shall be removed from the site and replaced with suitable backfill as determined by the Engineer.

FORMS

Forms for concrete shall be sound, true and tight and sufficiently rigid to prevent displacement and sagging between supports. All forms shall be removed in a manner to prevent injury to the concrete. If the surface of the concrete is bulged, uneven, or shows honeycombing, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced.

REMOVAL OF FORMS

Formwork not supporting weight of concrete, such as sides of walls and similar parts of the work, be removed after cumulatively curing at not less than 50 degrees Fahrenheit for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

Care shall be exercised to prevent damaging of surfaces or edges or obliterating the lines of chamfers, rustications or corners when removing the forms or doing any other work adjacent thereto.

Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete, to the satisfaction of the Engineer.

SCHEDULE OF FINISHES

Concrete for the project shall be finished in the various specified manners either to remain as natural concrete or to receive an additional applied finish or material under another section.

Finishes to the base concrete for the following conditions shall be finished as noted and as further specified herein:

- 1. Exterior concrete (excluding slabs and walking surfaces) and exposed interior concrete Rubbed finish as approved.
- 2. Concrete for exterior on walks, steps and other horizontal areas Broomed finish, non-slip.

RUBBED FINISH

Immediately upon stripping forms and before concrete has changed in color, all fins shall be carefully removed with a hammer. While the wall is still damp apply a thin coat of medium consistency neat cement slurry by means of bristle brushes to provide a bonding coat within all pits, air holes or blemishes in the parent concrete; avoid coating large areas of the finished surface with this slurry.

Before the slurry has dried or changed color, apply a dry (almost crumbly) grout consisting of one volume cement to 1-1/2 volumes of clean masonry sand having a fineness modulus of approximately 2.25 and complying with the gradation requirements of the ASTM for such a material. Grout shall be uniformly applied by means of damp (neither dripping wet nor dry) pads of coarse burlap approximately six (6") inch square used as a float. Grout shall be well scrubbed into the pits and air holes to provide a dense mortar in the imperfections to be patched.

Allow the mortar to partially harden for one or two hours depending upon the weather. If the air is hot and dry, keep the wall damp during this period using a fine, fog spray. When the grout has hardened sufficiently so it can be scraped from the surface with the perpendicular edge of a steel trowel without damaging the grout in the small pits or holes, cut off all that can be removed with a trowel. Grout allowed to remain on the wall too long will get too hard and will be difficult to remove.

Allow the surface to dry thoroughly and rub it vigorously with clean dry burlap to completely remove any dried grout. No visible film of grout should remain after this rubbing. The entire cleaning operation for any area must be completed the day it is started. Do not leave grout on surfaces overnight. Allow sufficient time for grout to dry after it has been cut with the trowel so it can be wiped off clean with the burlap.

On the day following the repair of pits, air holes and blemishes, the walls again shall be wiped off clean with dry, used pieces of burlap containing old hardened mortar which will act as a mild

abrasive. After this treatment, there shall be no built-up film remaining on the parent surface. If, however, such is present a fine abrasive stone shall be used to remove all such material without breaking through the surface film of the original concrete. Such scrubbing shall be light and sufficient only to remove excess material without working up a lather or mortar or change the texture of the concrete.

A thorough washdown with stiff bristle brushes shall follow the final bagging or stoning operation in order that no extraneous materials remain on the surface of the wall. The wall shall be sprayed with a fine fog spray periodically to maintain a continually damp condition for at least three days after the application of the repair grout.

STEPS

Steps shall be screeded to the established grades and shall be level with a tolerance of one-eighth (1/8") inch when checked with a digital level. Failure to meet either of above shall be cause for removal, grinding, or other correction as directed by the Engineer. Following screeding, the steps shall be compacted to a smooth surface and floated until sufficient mortar is brought to the surface to fill all voids. The surfaces shall be tested with a straightedge to detect high and low spots which shall be eliminated. Compaction shall be continued only until thorough densification is attained and a small amount of mortar is brought to the surface. Excessive floating shall be avoided. After procedures specified above are accomplished, concrete shall be broomed finished perpendicular to the path of travel maintaining the surface tolerance to provide a non-slip finish as approved.

MEASUREMENT AND PAYMENT

The measurement for payment of in-place reinforced concrete shall be "LUMP SUM". Payment shall be at the unit price bid which shall include, but not be limited to, all cost for saw cutting of concrete and asphalt, removal and disposal of concrete and asphalt, excavating, preparing subgrade, furnishing and placing crushed stone, tamping, concrete forming, providing concrete for steps, pouring concrete, providing expansion joints and jointing material, reinforcing steel and ties, removing forms, finishing, curing, sealing, epoxy adhesive anchor, backfilling and protecting the finished concrete areas, and any other work required to provide a complete and finished concrete stairs and landings. The Contractor shall also remove and dispose of all excess excavated material in accordance with State and local requirements. Materials shall be disposed of in a legal manner.

SURVEY AND STAKEOUT

WORK

Under this item, the Contractor shall do all necessary surveying required to construct all elements of the project as shown on the plans and described in the specifications. The Contractor is to protect all boundary and survey markers that are either shown on the plans or discovered on the project site. This work shall include field locating the adjacent property lines within twenty (20) feet of the proposed improvements, as shown and as required, and shall be performed by a competent and experienced New York State licensed surveyor.

The surveyor shall locate all property lines, mark and layout all handrails in the field for Village and Engineer review and approval. If the Contractor installs the handrails before the Engineer accepts and approves the layout in writing, then the Contractor shall be responsible for correcting any handrails deemed unacceptable by the Engineer.

SURVEY REQUIREMENTS

The Contractor shall employ a licensed surveyor as required to field verify boundaries, property lines, layout, and any other information deemed necessary by the Engineer. Unless otherwise stated, the horizontal projection shall be in the 1983 New York State Plane East Zone, U.S. foot (NY83-EF) coordinate system and the vertical projection shall be in the North American Vertical Datum of 1988 (NAV88).

MEASUREMENT AND PAYMENT

Survey and Stakeout under this item shall be the unit price bid per "LUMP SUM".

The "LUMP SUM" price bid shall include the cost of furnishing of all labor, materials and equipment required to do all survey and stakeout work, per the plans and specifications, and to the satisfaction of the Engineer.

UNCLASSIFIED EXCAVATION, FILLING, AND GRADING

WORK

Under this item the Contractor shall supply all labor, material and equipment necessary to export material if required, site grading, cutting, filling, earthwork, required to bring the site to the proposed lines and grades. The Contractor shall also perform any excavating work, which is not included under other bid items of work as required for the proper completion of all site work. Large boulders or stones shall be included under this item.

The Contractor shall perform the required cuts and fills, place and compact the cut material in fill areas, rough grade the site and legally dispose of unsuitable excavated materials offsite, all in accordance with the plans, specifications and directions of the Engineer.

This bid item shall include the excavation and filling work required to bring the site to the proper lines and grades for the complete construction of the proposed improvements. Stumps, large rocks and unsuitable material not removed under Clearing and Grubbing, shall be removed and properly and legally disposed of as part of the site grading work. If applicable, paved areas of the site shall be thoroughly compacted to 95% maximum density by the use of a 10-ton vibratory roller (75% density in lawn and planting areas).

Only if it is determined by the Engineer that the onsite cut material to be used as fill is unsuitable shall the Contractor be allowed to export the unsuitable material and import acceptable fill material.

DESCRIPTION

Excavation shall be taken to mean the removal of earth, unsuitable subbase materials, miscellaneous surface materials, boulders, and other materials of any nature that may be encountered.

CLEAN FILL

If necessary to bring the site to the required grades, clean fill from sources outside the site is to be brought in to augment existing materials. The fill shall be clean, soil materials of uniform quality, free from boulders, hard clods, stiff clay, hard pan, sod, slags, toxins, ashes, construction debris, cement, brick, concrete, petroleum products, glass and other deleterious substances.

Textural analysis of the soil shall be as follows:

Sieve Size	Percent Passing by Weight
2 inch	100
1 inch	50 to 100

Sieve Size	Percent Passing by Weight
· · · · · · · · · · · · · · · · · · ·	

No. 40 mesh 15 to 50 No. 200 mesh 0 to 15

The pH of the soil shall be between 5.5 and 7.4 inclusive.

The maximum density of borrow fill shall be as determined in the laboratory when tested in accordance with the most recent ASTM D1557 standard.

Prior to importing fill, the Contractor shall supply all testing reports and data including source location for fill material. Contractor shall certify that fill material delivered to the site is from said source location and all fill shall be free of chemicals and other containments and be approved for use by the Engineer prior to importing fill. Contractor shall supply onsite samples of material delivered to the site for testing.

BOULDERS

The Contractor shall remove all boulders, stone or pieces of concrete, or other objectionable material located at the surface and in excavations required to grade the area. Any stones larger than two (2 CF) cubic feet shall not be allowed within 12" of the rough grade.

EXCAVATION NEAR EXISTING STRUCTURES

Attention is directed to the fact that there are pipes, drains, and other utilities in certain locations. Some of these have been indicated on the drawings, and the completeness or accuracy of the information is not guaranteed.

As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and the excavation shall be performed by means of hand tools. Such manual excavation when incidental to normal excavation shall be included in the work to be done under items involving normal excavation.

Where determination of the exact location of pipe or other underground structure is necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations. When such test pits may be properly considered as incidental to other excavation, the Contractor shall receive no additional compensation, the work being understood to be included as part of the excavation. When the Engineer orders test pits beyond the limits of excavation he considers a part of the work, such test pits shall be paid for as an extra pursuant to the General Conditions.

PROTECTION OF EXISTING STRUCTURES

All existing pipes, poles, wires, fences, curbing, property line markers, and other structures, which

the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the Contractor. Should such items be damaged, they shall be restored by the Contractor, without compensation therefore, to at least as good condition as that in which they were found immediately before the work has begun. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) later restore them to at least as good condition as that in which they were found immediately before the work was begun, all without additional compensation. The restoration of fences shall be done as promptly as possible and not left until the end of the construction period.

CARE AND RESTORATION OF PROPERTY

On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment the treads or wheels or which are so shaped as to cut or otherwise injure such surfaces.

All surfaces, which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period.

UNAUTHORIZED EXCAVATION

If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted, screened gravel.

DISPOSAL OF SURPLUS EXCAVATED MATERIALS

Unwanted surplus excavated materials shall be removed from the site of the work and disposed of in a legal manner, after approval by the Engineer.

Surplus excavated materials suitable for back fill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill and shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions without additional compensation.

DUST CONTROL

During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride

for more effective dust control, the Contractor shall furnish and spread the material, as directed at no additional cost to the Owner.

BRIDGING EXCAVATIONS

The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings where required for the accommodation of travel, and to provide access to private property during construction, and shall remove said structures thereafter.

PLACING AND COMPACTING FILL MATERIAL

Establish all line and grades. Verifying the location and elevation of solid rock subgrade will be the responsibility of the Contractor. Any areas which rock is encountered shall require eighteen inches (18") of a combination of fill, topsoil and seed to meet proposed finished grade.

Fill shall be constructed in successive horizontal layers not over eight (8") inches in depth, extending across the entire fill.

Fill shall be spread by acceptable methods, and shall be thoroughly compacted by a vibratory roller, to the satisfaction of the Engineer. At least six (6) perpendicular passes will be required. In places where the character of the material makes the use of the roller impracticable or where drains or other construction may be damaged, a lighter one may be substituted, or the area shall be compacted by the tamping, all with the approval, and to the satisfaction of the Engineer.

The compaction effort should achieve a density of fill soil that is at least ninety-five (95%) percent of the maximum density beneath paved areas, and at least seventy-five (75%) percent in lawn areas.

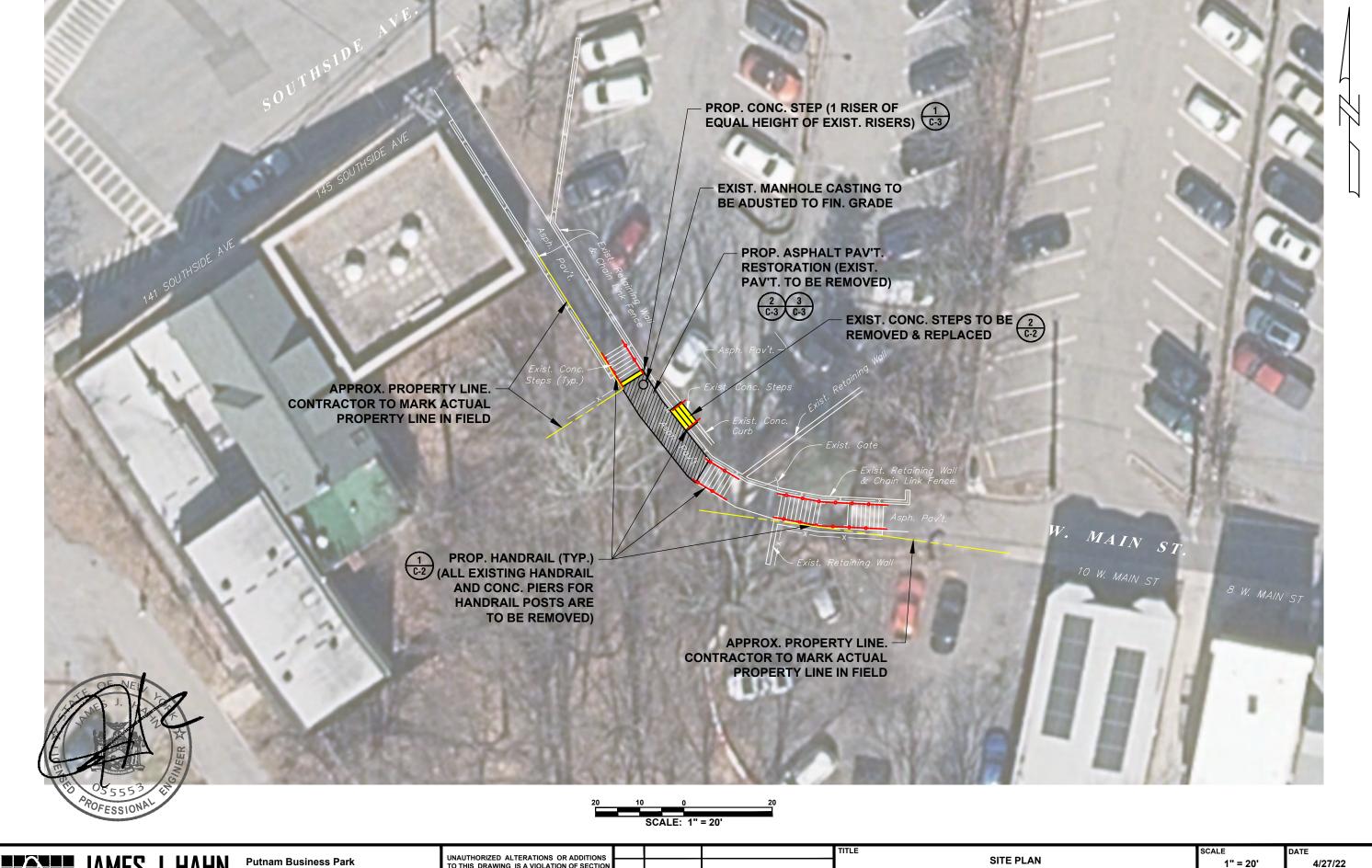
All hollows and depressions which develop during the process of rolling and compacting shall be filled with acceptable material, and the subgrade shall again be compacted. This process of filling and compacting shall be filled with acceptable material, and the subgrade shall be filled again and compacted. This process of filling and compacting shall be repeated until no depressions develop.

For large expanse areas, such as fields and parking lots, laser grading equipment shall be used to ensure designed slopes are obtained.

MEASUREMENT AND PAYMENT

The Contractor shall provide a "LUMP SUM" bid amount for the unclassified excavation, filling, and grading work, including all removal and disposal of objectionable material from the cuts, providing fill material as required, and compacting of cut and fill areas as shown on the plans, specified herein and as directed by the Engineer.

The "LUMP SUM" price bid for unclassified excavation, filling and grading work shall include the cost of furnishing all labor, materials and equipment necessary or required including but not limited to hauling and dump fees for debris and excess material, surveying costs, testing of material all in accordance with the plans and specifications and to the satisfaction of the Engineer.



JAMES J. HAHN ENGINEERING, P.C.

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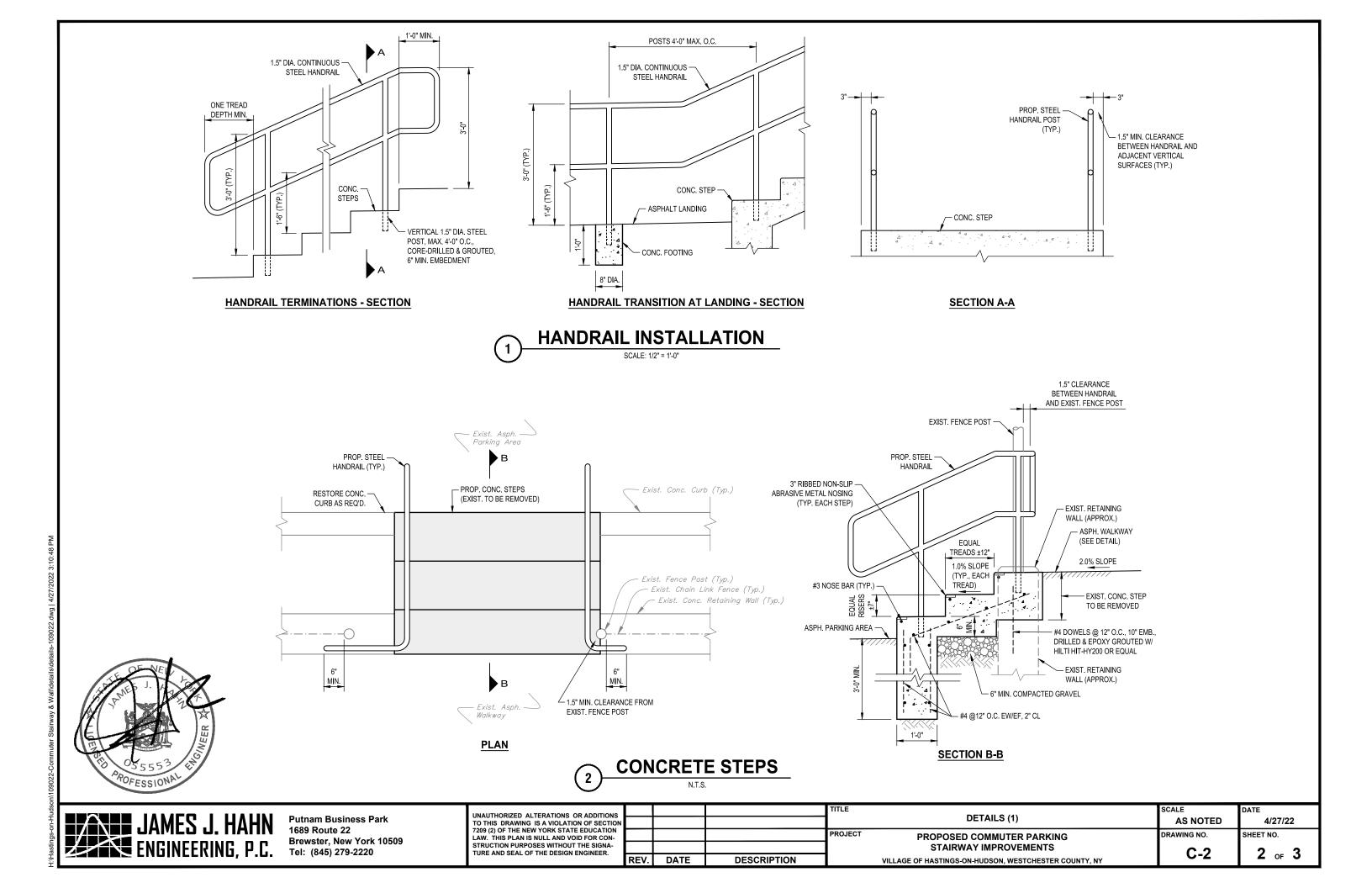
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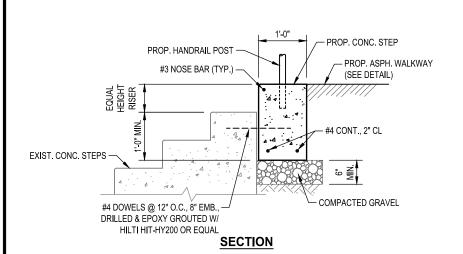
PROJECT

PROPOSED COMMUTER PARKING STAIRWAY IMPROVEMENTS VILLAGE OF HASTINGS-ON-HUDSON, WESTCHESTER COUNTY, NY 1" = 20' 4/27/22

DRAWING NO. SHEET NO.

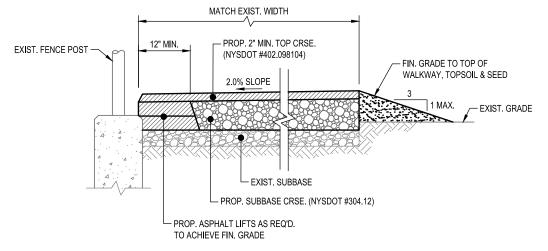
C-1 1 of 3





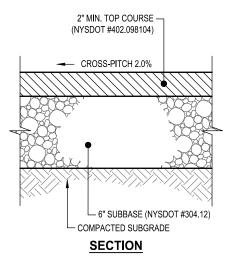
CONCRETE STEP ADDITION

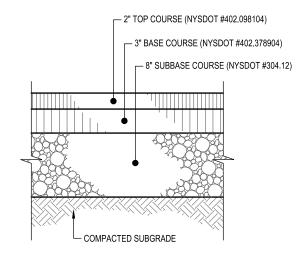
SCALE: 1/2" = 1'-0"



SECTION

RAISED ASPHALT WALKWAY SCALE: 1/2" = 1'-0"





SECTION

PARKNG AREA PAVEMENT

ASPHALT WALKWAY



GENERAL NOTES

- 1. All work and materials shall be in accordance with these plans, specifications, any revisions thereto, and the rules and regulations of the Village of Hastings-on-Hudson.
- 2. The subsurface information shown hereon is not guaranteed as to accuracy or completeness. The Contractor shall verify the location of all existing utility lines whether in public right-of-way, in easements, or in private property prior to starting any excavation and shall be responsible for the same. The Contractor shall be responsible for contacting the Underground Facilities Protective Organization, pursuant to N.Y.S. Law, 16 NYCRR Code 753.
- 3. The maintenance and protection of traffic schemes, both pedestrian and vehicular, shall be the responsibility of the Contractor. Access to all commercial, institutional and residential parking facilities shall be maintained at all times. A safe means of pedestrian access to and from all points within the contract limit shall be provided. The Contractor must submit traffic maintenance and staging schemes in writing to the Engineer for approval. All traffic maintenance devices, including, but not limited, to temporary signs, barricades, steel plates, lights and warning signals, shall be constructed and displayed in accordance with the rules and regulations of the Village of Hastings-on-Hudson and the Federal MUTCD.
- 4. All damage to public or private facilities caused by the Contractor's operation shall be repaired to the satisfaction of the Owner at the Contractor's expense.
- 5. The Contractor shall submit shop drawings for all works to the Engineer. No construction shall be allowed until the shop drawings are approved.
- 6. Refuse from demolition shall become the property of the Contractor. It shall be the Contractor's responsibility to dispose of all construction refuse legally.
- 7. Existing pavement shall be sawcut in a straight line where it is to be bounded by new pavement.
- 8. Fill material shall be free from organic matter, loam and frozen material. Soft or spongy areas after compaction shall be removed, the pocket drained and refilled with select material.
- 9. All existing site features, including, but not limited to, pavement, curbing, grass, landscaping, piping, utility lines, walls, fencing, and structures, disturbed or damaged by construction shall be restored by the Contractor to a condition equal to or better than those currently existing and as directed by the Engineer.
- 10. Disturbed grass or earth areas shall be provided with 4 inches minimum of topsoil and seeded or sodded as described in the specifications.



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CALE DATE DETAILS (2) **AS NOTED** 4/27/22 DRAWING NO. HEET NO. PROPOSED COMMUTER PARKING STAIRWAY IMPROVEMENTS **C-3** 3 of 3 VILLAGE OF HASTINGS-ON-HUDSON, WESTCHESTER COUNTY, NY