



SPECIFICATIONS

FOR

PAINTED PAVEMENT MARKINGS

CONTRACT NO. DPW2023-02

CITY OF PLATTSBURGH

Christopher Rosenquest, MAYOR

May 12, 2023

City of Plattsburgh
Department of Public Works

(518) 563-1120

BID DATE: Tuesday, May 30th, 2023, 2:00 P.M.

TABLE OF CONTENTS

PAINTED PAVEMENT MARKINGS

DIVISION 0 - BIDDING & CONTRACT REQUIREMENTS

Section 00005	Table of Contents
Section 00020	Notice to Bidders
Section 00100	Instruction to Bidders
Section 00310	Bid Proposal Form Non Collusive Certificate
Section 00500	Form of Agreement
Section 00700	General Conditions Prevailing Wage Rate Determinations
Section 00800	Supplementary Conditions

DIVISIONS 1 - GENERAL REQUIREMENTS

Section 01010	Summary of the Work
Section 01201	Pre-Construction Conference
Section 01300	Submittals
Section 01310	Construction Progress Schedule
Section 01510	Maintenance of Traffic
Section 01700	Project Closeout

DIVISION 2 - SITE WORK

Section 02514	Reflectorized Pavement Markings
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APPENDICES

Appendix A	Traffic Control & Work Zone Safety
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ADVERTISEMENT TO BIDDERS

The Common Council of the City of Plattsburgh, New York will receive sealed bids until **2:00 P.M., Tuesday, May 30th, 2023** for **"Painted Pavement Markings, Contract #DPW2023-02.** The bids will be publicly opened and read aloud at that time in the Common Council Chambers in City Hall.

The proposed work approximately includes furnishing and applying reflectorized pavement markings at locations as ordered by the City and in conformance with the New York State MUTCD and these city specifications.

The required project completion date is **Friday, October 13, 2023.** Bidding and contract documents may be examined free of charge at the City of Plattsburgh Department of Public Works, 215 Idaho Avenue, Plattsburgh, NY. A compact disk (cd) in .pdf format containing the contract documents may be purchased from the Office of the City Clerk for \$15.00 per set.

Bids shall be submitted to the City Clerk, 41 City Hall Place, Plattsburgh, New York 12901, (from 8:00 to 4:00 daily) in sealed envelopes with the name and address of the Bidder and the **name and number of the contract** for which the bid is submitted clearly marked on the face of the envelope.

Bids shall be submitted on the provided forms in accordance with the Instructions for Bidders. Each bid must be accompanied by a security deposit in the amount of 5% of the Bid in the form and subject to the conditions provided in the Instructions for Bidders. A non-collusive certificate must accompany the bid. The successful Bidder shall furnish a 100% Performance Bond and a 100% Labor and Materials Bond. No Bidder may withdraw a bid within forty-five (45) days after opening thereof.

The Owner reserves the right to waive any informalities in or to reject any and all bids.

SECTION 00100

INSTRUCTIONS TO BIDDERS

- 1.01 SECURING DOCUMENTS
- 1.02 BID PROPOSAL SUBMITTAL
- 1.03 BID INELIGIBILITY
- 1.04 BID FORM SIGNATURE
- 1.05 NON-COLLUSIVE BIDDING CERTIFICATION
- 1.06 BID SECURITY
- 1.07 PERFORMANCE BOND
- 1.08 EXAMINATION OF DOCUMENTS & WORK SITE
- 1.09 PROOF OF COMPETENCY OF BIDDER
- 1.10 ADDENDA AND INTERPRETATIONS
- 1.11 EXECUTION OF AGREEMENT
- 1.12 WITHDRAWAL OF BID
- 1.13 AWARD OR REJECTION OF BIDS

1.01 SECURING DOCUMENTS

- A. Copies of the proposed Contract Documents may be obtained from:

Office of the City Clerk
41 City Hall Place
Plattsburgh, New York 12901
(518) 563 7702

- B. The cost for each set of documents obtained shall be as set forth in the Notice to Bidders. Where a deposit is required for the documents, such deposit shall be refunded in full upon return of the set in good condition, within fifteen (15) calendar days after the actual bid opening.

1.02 BID PROPOSAL SUBMITTAL

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Proposals must be submitted on prescribed forms. All blank spaces must be filled in, in ink or typewritten, in both words and figures where so indicated.
- C. Each bid/proposal must be submitted in a sealed envelope and shall have clearly designated on the outside, the name and address of the bidder, the name of the project and the contract for which the proposal is submitted.
- D. An abstract summary of submitted bids will be made available to all Bidders following the Bid opening.

1.03 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Failure to provide bid deposit will, at the discretion of the Owner, invalidate the Bid.

1.04 BID FORM SIGNATURE

A. The Bid Proposal Form shall be signed by the Bidder, as follows:

1. **Sole Proprietorship.** Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
2. **Partnership.** Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
3. **Corporation.** Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officers capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
4. **Joint Venture.** Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such part as described above, similar to the requirements of a Partnership.

1.05 NON-COLLUSIVE BIDDING CERTIFICATION

A. Each prime bidder submitting a bid for any portion of the work contemplated by the bidding documents shall execute a non-collusive certificate as required by applicable New York State Law, in the form herein provided, to the effect that he/she has not colluded with any person, firm or corporation in regard to any bid submitted. Such certificate shall be attached to the bid. Failure of any bidder to abide by this provision shall be cause for rejection of his/her bid.

1.06 BID SECURITY

- A. Each bid/proposal shall be accompanied by a bid bond or certified check (Payable to "City Clerk, City of Plattsburgh"). The choice of the form of security is at the option of the bidder.
- B. The bid security shall be in the amount of five percent (5%) of the base bid. Bid Bond shall be duly executed by the bidder as principal, having as surety thereon a surety company approved by the Owner.
- C. The bid security will be returned by the City Clerk to all except the two lowest bidders within 3 days after the opening of the proposals. The remaining security will be returned to the two lowest bidders within 48 hours after the Owner and the successful bidder have executed a contract, or, if no contract has been awarded, within 45 days after the bid opening.
- D. If any bidder refuses or fails to enter into a Contract within fifteen (15) days after notice of award, the Owner may retain his bid security as liquidated damages but not as a penalty.

1.07 PERFORMANCE BOND

- A. The successful bidder shall, prior to execution of the agreement, post a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the Contract Sum. Such bonds shall be furnished within fifteen (15) days after the Notice of Award.
- B. The form of all bonds shall be as prescribed by the Owner and issued by a Surety acceptable to the Owner.
- C. The successful bidder may, at his option, furnish in lieu of the above bonds a financial guarantee for 100% of the Contract Sum in the form of cash, certified check or an irrevocable letter of credit in satisfactory form. The financial guarantee shall remain on file and in full force and effect until the work is completed and accepted. The financial guarantee shall then continue in full force and effect for twelve (12) months after final acceptance of the work or, alternately, the Contractor may cancel the financial guarantee by substituting a five (5) percent retainage to be kept by the Owner for the 12 month period after the date of final acceptance.

1.08 EXAMINATION OF DOCUMENTS AND WORK SITE

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the specifications and all other Contract Documents, and shall visit the site of the Work. Each bidder shall inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the Contract Documents.
- B. No allowance will be made to a bidder because of lack of such examination of knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

1.09 PROOF OF COMPETENCY OF BIDDER

- A. A bidder may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in the time required and in a satisfactory manner.
- B. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein the time limit set forth.
- C. The ability of any bidder to secure performance and payment bonds shall not be the sole method of determining the bidder to be qualified.

1.10 ADDENDA AND INTERPRETATIONS

- A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the Engineer a written request for interpretation thereof not later than three (3) days before bids will be opened.

- B. Interpretation or correction of the proposed Contract Documents will be made only by Addendum and will be mailed or delivered to each plan holder on record not later than three (3) days prior to the date of bid opening. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligations under the contract.
- C. No interpretations of the meaning or intent of the Contract Documents will be made to any bidder orally.

1.11 EXECUTION OF AGREEMENT

- A. The Form of Agreement which the successful bidder will be required to execute is included in the Specification Manual.
- B. The bidder to whom the Contract is awarded shall, within fifteen (15) calendar days after notice of award from the Owner, submit the Certificate of Insurance, Labor and Material Bonds and Performance Bonds as required by these specifications. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may execute the Agreement and proceed with the Work.

1.12 WITHDRAWAL OF BID

- A. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw his bid for a period of forty-five (45) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

1.13 AWARD OR REJECTION OF BIDS

- A. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.
- B. On contracts with the estimated quantities, the award will be made based on the unit prices quoted and total estimated cost. In the event of math errors on such bids, the unit prices shall govern.

END OF INSTRUCTION TO BIDDERS

NON-COLLUSIVE BIDDING CERTIFICATE

**CONTRACT # DPW2023-02
PAINTED PAVEMENT MARKINGS**

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quote in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed: _____

Print Name & Title

RESOLUTION - (For Corporate Bidders Only)

Resolved that _____ be authorized to sign
(Individual's Name)

And submit the bid proposal for this corporation for:

(Name of Project)

And to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three - d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its Board of Directors held on the ____ day of _____, 20__ and is still in full force and effect on this ____ day of _____, 20__.

By: _____
Secretary

Seal of Corporation Print Name: _____

AGREEMENT

THIS AGREEMENT made the ____th_____, by and between the City of Plattsburgh, New York, a municipal corporation of the state of New York chartered by the Laws of 1902, Chapter 269, as amended, with principal offices at 41 City Hall Place, Plattsburgh, New York, 12901, hereinafter called the "Owner," and _____, _____, doing business as (an individual partnership or corporation), with principal office at _____, hereinafter called the "CONTRACTOR."

WITNESSETH:

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

1. The CONTRACTOR will commence and complete the construction of:
CONTRACT NO. DPW2023-02
PAINTED PAVEMENT MARKINGS
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the paint striping and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 days after the NOTICE TO PROCEED and will complete the work by October 13th, 2023.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices quoted and total estimated amount of \$_____ as shown in the Bid Proposal Form.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - a. Notice to Bidders.
 - b. Specification Manual
 - c. Bid Proposal
 - d. Performance, Labor and Material Payment Bonds.
 - e. Drawings
 - f. Notice of Award/Notice to Proceed.
 - g. All addenda issued.
 - h. Change Orders.

6. The CONTRACTOR agrees to pay as liquidated damages as stated in the General Conditions, Section 2.12 "Failure to Complete Work on Time" for work not substantially complete beyond the specified completion date.
7. The CONTRACTOR shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the PROJECT provided that any such claim, damage, loss or expense is:
 - a. attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the PROJECT itself) including the loss of use resulting therefrom; and, is,
 - b. caused in whole or in part by a negligent act or omission of the CONTRACTOR, any subcontractor, or of anyone for whose actions any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.
8. In any and all claims against the Owner or any of its agents or employees by any employee of the CONTRACTOR, any one directly or indirectly employed by them, or anyone for whose actions any of them may be liable, the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.
9. The obligations of the CONTRACTOR under this contract shall not extend to the liability of the City Engineer, his agents or employees, arising out of:
 - a. the preparation and approval of maps, drawings, opinions, reports, services, change orders, designs or specifications, or
 - b. the giving of or the failure to give instructions by the City Engineer, his agents or employees, provided such giving or failure to give is the primary cause of such injury or damage.
10. The obligation of the CONTRACTOR to indemnify shall be covered by an appropriate insurance policy.

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

CITY OF PLATTSBURGH

By: _____
MAYOR CHRISTOPHER ROSENQUEST

By: _____

PRINT NAME & TITLE

GENERAL CONDITIONS

	PAGE
2.1. CONTRACT AND CONTRACT DOCUMENTS	GC-1
2.2. DEFINITIONS	GC-1
2.3. PROGRESS CHART AND COMPLETION SCHEDULE	GC-1
2.4. PERMITS	GC-1
2.5. PRE-CONSTRUCTION CONFERENCE	GC-1
2.6. SHOP DRAWINGS	GC-1
2.7. INSPECTION AND TESTING OF MATERIALS	GC-2
2.8. DISCREPANCIES, ERRORS AND OMISSIONS	GC-2
2.9. SUSPENSION OF WORK	GC-2
2.10. TERMINATION OF WORK	GC-2
2.11. COMPLETION DATE	GC-3
2.12. FAILURE TO COMPLETE WORK ON TIME	GC-4
2.13. DELAY PROVISIONS	GC-4
2.14. LINES, GRADES AND ELEVATIONS	GC-5
2.15. SUPERINTENDENT BY CONTRACTOR	GC-5
2.16. CORRECTION OF WORK	GC-5
2.17. OCCUPANCY	GC-6
2.18. SUB-CONTRACTOR	GC-6
2.19. SALES TAX EXEMPTION	GC-6
2.20. CHANGES IN WORK	GC-6
2.21. METHOD OF PAYMENT	GC-6
2.22. FINAL PAYMENT AND ACCEPTANCE	GC-7
2.23. GUARANTEE	GC-7
2.24. INSURANCE PROVISIONS	G7-G8
2.25. INDEMNIFICATION	GC-9
2.26. LABOR LAWS & MINIMUM WAGE RATES	GC-9
2.27. PAYROLLS AND BASIC RECORDS	GC-9
2.28. EQUAL OPPORTUNITY BY EMPLOYER	GC-10
2.29. ANTI-KICKBACK PROVISIONS	GC-10
2.30. CLEAN AIR AND WATER	GC-10
2.31. OVERTIME REQUIREMENTS	GC-11
2.32. APPRENTICES	GC-11
2.33. "OR EQUAL" CLAUSE	GC-11
2.34. SAFETY AND HEALTH REGULATIONS	GC-11
2.35. CONTRACTOR'S TITLE TO MATERIALS	GC-11
2.36. CONTRACT CANCELLATION CLAUSE	GC-11
2.37. REQUIRED PROVISIONS DEEMED INSERTED	GC-11
2.38. TERMINATION AND DEBARMENT	GC-11
2.39. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS & REGULATIONS	GC-12

GENERAL CONDITIONS

2.1. CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications, and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The tables of contents, titles, headings, contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. The Contractor shall receive as part of his Contract, without cost, three (3) copies of Drawings and Specifications.

2.2. DEFINITIONS

- A. "Contract" means the contract executed by the Owner and the Contractor.
- B. "Contractor" means the person, firm or corporation executing the agreement or the duly recognized assignee thereof, who will perform the work described in the drawings and specifications of the contract documents.
- C. "Sub-Contractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project, for and under separate contract or agreement with, the Contractor.
- D. "Engineer" means the City Engineer a duly authorized person representing the City of Plattsburgh.
- E. "Owner" shall mean the City of Plattsburgh. All contracts and agreements connected with the Owner shall be executed by the Mayor.
- F. "Work" shall include both labor and materials.

2.3. PROGRESS CHART AND COMPLETION SCHEDULE

- a) The Contractor shall prepare a progress chart and submit to the Engineer. The progress chart shall reflect the desired completion schedule specified.
- b) The progress report shall be brought up to date each month and duplicate copies will be forwarded to the Engineer with monthly payment requisition.

2.4. PERMITS

The Contractor shall take out, at his own expense, all necessary permits, and give all notices required by law or municipal ordinances and shall pay all charges incidental to the lawful execution of the work done under this contract.

2.5. PRE-CONSTRUCTION CONFERENCE

The Contractor and all subcontractors if any shall attend the pre-construction conference as required by the City Engineer and as scheduled by the City Engineer prior to the start of any work.

2.6. SHOP DRAWINGS

- A. Furnish five (5) copies of Shop Drawings stamped and signed by the Contractor indicating clearly his complete approval and signifying that, to his knowledge, the Shop Drawings do comply with all of the Contract Documents. Submittals not approved by the Contractor will be returned. No partial or incomplete submittals will be accepted.
- B. Each Shop Drawing and letter of transmittal shall be identified with the following information:
 - a) Project name and number
 - b) Contractor's name, also name of Subcontractor, material supplier, and manufacturer, as applicable.
 - c) Specified name and specification section and article number of item submitted.
- C. Shop Drawings shall contain all data and information necessary to verify that the design, material, construction, apparatus, device, etc., complies in all respects with the requirements of the Drawings and Specifications. Catalog numbers only of manufacturers are not acceptable as sufficient information for compliance.
- D. Contractor shall verify all field measurements.

2.7. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract, unless otherwise expressly provided for in the Special Conditions or in the Technical Specifications.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

2.8. DISCREPANCIES, ERRORS AND OMISSIONS

The plans and specifications are intended to be explanatory of the work to be done and of each other, but should any discrepancies or errors appear or any omissions be made, they shall be called to the attention of the Engineer, subject to his corrections and interpretation, thereby defining and fulfilling the intent of this contract.

If there should be any dispute or any questioned decision by the Engineer which are subject to arbitration it shall upon demand in writing of either party be promptly submitted to arbitration. The Arbitrator shall be qualified by experience and knowledge of the work and shall have no direct or indirect financial interest in the Contract and no business or family connections with the Owner, Contractor or Engineer.

2.9. SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation, or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable times as the Owner may determine will compensate for time lost by such delay with such determination to set forth in writing.

The Owner shall have the right to suspend work, wholly or in part for such period or periods as he may deem necessary due to unsuitable weather, unfavorable working conditions or materials not meeting requirements.

2.10. TERMINATION OF WORK

A. The Owner shall; after giving ten (10) days written notice have the right to terminate his agreement with the Contractor in the event of any default by the Contractor.

The Contractor defaults whenever he:

1. Declares bankruptcy
2. Becomes insolvent
3. Assigns his assets for the benefit of his creditors
4. Fails to provide: a qualified superintendent, competent workmen, subcontractor, proper materials or fails to make prompt payment to his creditors.

In the event the Contractor defaults and the Owner terminates the Contract Agreement the Owner may complete the work by whatever means he may select, using the surety provided.

B. The Contractor may suspend or terminate the contract agreement with the Owner upon a written notice issued ten (10) days in advance for any of the following reasons:

1. Failure on the part of the Owner to pay the Contractor any sum within thirty days after its award by Arbitrators.
2. Failure on the part of the Owner to act upon a payment request within 30 days after it is presented.
3. If an Order from any Court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or his employees.

2.11. COMPLETION DATE

- A. The Contractor shall employ and supply a sufficient force of workers, materials and equipment and shall progress the work with such diligence so as to ensure completion of the work prior to the contract completion date.
- B. The Contractor shall complete all work to be performed under the contract within the time stated in the contract agreement or within such extended time for completion as may be granted by the Owner. If the Contractor desires an extension of time, an Application For Extension of Completion Date shall be submitted to the Engineer sufficiently early for the Engineer to make a recommendation and forward the application so that it may be filed with the Owner at least 15 days prior to the contract completion date.

2.12. FAILURE TO COMPLETE WORK ON TIME.

For each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages and/or Engineering Charges from the contract completion date to the final date of completion of the work will be assessed against the Contractor. When specified in the contract documents, Liquidated Damages may also be assessed for each calendar day, or any portion thereof, for failure to complete certain portions of work or for failure to comply with requirements shown in the contract documents. Liquidated Damages will be assessed not as a penalty, but as liquidated damages; provided however that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the specifications

- A. **.Engineering Charges.** Engineering Charges include all appropriate engineering and inspection expenses incurred by the Owner, its consultants and inspection agencies, and by railroad companies. Engineering Charges will be assessed in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Owner determines the Contractor to be responsible. Reasonable time necessary for reviews of shop drawings by the Owner or its agents, for changes or additions to the work to meet field conditions which do not significantly affect the scheduled completion of the contract, delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies or materials, and other situations which should be anticipated are neither compensatory nor eligible for extensions of time without the assessment of Engineering Charges.

Before assessing Engineering Charges, the Owner will give due consideration to factors attributing to such delay due to extenuating circumstances beyond the control of the Contractor limited to the following:

1. The work or the presence on the contract site of any third party, including but not limited to that of other contractors or personnel employed by the State, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party except as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work.
2. The existence of any facility or appurtenance owned, operated, or maintained by any third party, except as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work .\
3. The act, or failure to act, of any public or governmental body, railroad, transportation or utility companies or corporations, including, but not limited to, approvals, permits, restrictions, regulations or ordinances not attributable to a Contractor's submission, action or inaction or Contractor's means and methods of construction.
4. Restraining orders, injunctions, or judgments issued by a court not caused by a Contractor's submission, action or inaction or Contractor's means and methods of construction.
5. Any industry-wide labor boycotts, strikes, picketing or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of contractors or suppliers.
6. Any industry-wide shortages of supplies or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers.
7. Unusually severe storms of extended duration or impact, other than heavy storms or climatic conditions which could generally be anticipated by the bidders, as well as floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes.
8. Decisions by the Owner to open certain sections of the contract to traffic before the entire work is completed.
9. Significant changes in contract quantities, major extra contract work, delays in the review or issuance of orders-on-contract or field change sheets, or delays beyond the established time periods for review and approval for shop drawings, which significantly affect the overall completion of the contract.

10. Failure of the Owner to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract if such unavailability, as determined by the Owner, significantly affects the scheduled completion of the contract.
11. Any situation which was beyond the contemplation of the parties at the time of entering into the contract.
12. Award of the contract by the Owner more than forty-five (45) days beyond the letting date.
13. Situations covered by Differing Site Conditions, Significant Changes in the Character of Work and Suspensions of Work Directed by the Engineer.

B. **Liquidated Damages.** Liquidated damages will be in the amount per calendar day specified in *Schedule of Liquidated Damages* below, in addition to Engineering Charges. *Engineering Charges.* Liquidated Damages for special or very large contracts may be specified in the contract proposal. Liquidated Damages will not apply to contracts containing no work within the roadway limits. The Commissioner may waive such portions of the liquidated damages as may accrue if the work is deemed to be in such condition as to be safe and convenient for use by the traveling public.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way constitute a waiver on the part of the Owner of any of its rights under the contract.

The Contractor is responsible and liable for said liquidated damages even in the event that the Contractor abandons the performance of the contract or the Contractor's employment is terminated pursuant to the provisions of this contract.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Total Contract Bid Price		Liquidated Damages per Calendar Day
From More Than	To and Including	
\$0	\$100,000	\$500
\$100,000	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,500
\$2,000,000	\$5,000,000	\$2,000
\$5,000,000	\$10,000,000	\$2,500
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000	-	\$7,000

2.13 DELAY PROVISIONS.

- A. **Compensable Delays.** The Owner may provide monetary compensation for delays and interference in certain defined instances. The Contractor will only be eligible for extra compensation caused by delay or interference affecting the performance or the scheduling of contract work for those instances arising out of:
- (1) Differing Site Conditions;
 - (2) Significant Changes in the Character of the Work; and
 - (3) Suspensions of Work Directed by the Engineer ;
 - (4) Situations not referenced in this paragraph and which are not within the contemplation of the parties at the time of entering into the contract.

Failure of the Contractor to adequately progress completion of the work will be considered in determining whether the aforementioned instances are the primary causes of delay. In all such instances, for any requests made under this subsection, the Contractor shall keep detailed written records of the costs. Any dispute shall be promptly submitted to the Engineer in writing.

B. *Non-Compensable Delays.* The Contractor agrees to make no monetary request for, and has included in its bid prices for the various items of the contract, any extra/additional costs attributable to any delays, inefficiencies or interferences in the performance of the contract caused by or attributable to the items set forth below. The Contractor shall be compensated solely by an extension of time, with or without engineering charges as appropriate, to complete the performance of the work.

- (1) The work, or the presence on the contract site, of any third party, including but not limited to personnel or other contractors employed by the utility companies or corporations, or by private enterprises.

- (2) Any delay in progressing work by any third party as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work.
- (3) The existence of any facility or appurtenance owned, operated, or maintained by any third party, as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the work.
- (4) The act, or failure to act, of any other public or governmental body, railroad, transportation or utility companies or corporations, including, but not limited to, approvals, permits, restrictions, regulations or ordinances attributable to a Contractor's submission, action or inaction or Contractor's means and method of construction.
- (5) Restraining orders, injunctions, or judgments issued by a court which were caused by a Contractor's submission, action or inaction or Contractor's means and method of construction
- (6) Any labor boycott, strike, picketing or similar situation.
- (7) Any shortages of supplies of materials required by the contract work.
- (8) Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes. However, payment may be made for repairing damage to the work caused by *Damage*.
- (9) Extra work which does not significantly affect the overall completion of the contract, delays in the review or issuance of orders-on-contract, or field change sheets or delays within the established time periods for review and approval for shop drawings.
- (10) Any situation which was within the contemplation of the parties at the time of entering into the contract.
- (11) Award of the contract by the Owner more than forty-five (45) days beyond the letting date.

2.14 LINES, GRADES AND ELEVATIONS

The Contractor shall establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Engineer shall be permitted at any time to check the lines, elevations, reference marks, batter boards, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

2.15. SUPERINTENDENT BY CONTRACTOR

The Contractor shall furnish a superintendent or foreman who is acceptable to the Owner and who will represent the Contractor during the contract duration. He shall, supervise the work until its completion, have full authority on behalf of the Contractor, coordinate work of all subcontractors and shall be present at all times for coordination and supervision. Any and all directions given the superintendent shall be as binding as if given to the Contractor.

2.16. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all process of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

2.17. OCCUPANCY

Occupancy or use by the Owner prior to final acceptance shall be made possible by the Contractor after receiving written notice from the Engineer of his intent to occupy or use. The Owner's use of the apparatus or occupancy shall not constitute acceptance of such work or devices. The Contractor shall not be responsible for any damage directly associated with the Owner's occupation. However, occupancy or use by the Owner does not relieve the Contractor of the responsibility of having a wholly complete and acceptable job at the time of final inspection and acceptance and does not affect the guaranty or warranty as previously stated.

The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of material and execution of their work.

2.18. SUB-CONTRACTOR

Sub-contractor names shall be submitted to the Owner for review. The Contractor shall be responsible to the Owner for damages or deficiencies of his sub-contractor and of their direct or indirect employees. There shall be no contractual relation between Owner and Sub-contractor and the Owner or Engineer will not become involved with contractual disputes between Contractor and sub-contractor. The Contractor shall insert in any subcontracts these same "General Conditions."

2.19 SALES TAX EXEMPTION

A. The Owner (which is a municipal government) is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of Cities and Counties on all supplies and materials sold to the Owner pursuant to the provisions of the Contract and these taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including sales and compensating use taxes, on such leased tools, machinery, equipment and other property.

B. The purchase by the Contractor of the supplies and materials here under will be a purchase or procurement for resale and therefore not subject to the New York State sales or compensating use taxes or any such taxes of cities or counties. The sale of such supplies and materials by the Contractor to the Owner will not be subject to the aforesaid sales or compensating use taxes.

2.20 CHANGES IN WORK

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved changes shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid price previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - 1. Labor, including foreman;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed twenty percent (20%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

2.21. METHOD OF PAYMENT

The Contractor may submit to the Owner a monthly request for payment for work done and material delivered to and stored on the site along with supporting data and evidence to establish the Owner's title to such material.

The Engineer shall review the request and make recommendations to the Owner. Any recommendation other than payment of such request shall be accompanied with a written explanation with reasons for the recommendation. A copy of the explanation shall also be sent to the Contractor and other parties involved.

The Owner after receiving the recommendation from the Engineer shall:

1. Make payment within 30 days
2. Withhold all or part of the request for any of the following reasons:
 - a) Defective work
 - b) Evidence of claims against the contractor which may affect the Owner
 - c) Failure to make payments to sub-contractors, material supplies or employees.
 - d) Damage to another Contractor, his work or his equipment

A ten percent (10%) retainage is to be deducted on all pay estimates under 50% of the contract amount with no additional retainage taken on pay estimates when 50% of the contract amount has been paid.

The Contractor shall present the City Engineer with a complete and itemized breakdown of the cost of various aspects of the work, which he will use in his monthly estimates of work done.

2.22. FINAL PAYMENT AND ACCEPTANCE

The Contractor upon completion of the work according to the specifications, drawings and contract documents shall submit a certificate of completion and a request for final payment and acceptance. If required by the Engineer the Contractor shall supply proof that all debts incurred in connection with the contract have been fully paid. Any legal fees and other cost incurred by the Owner because of liens resulting from the Contractor's failure to satisfy shall be the responsibility of the Contractor. The Engineer shall be given sufficient time to thoroughly check the work and technical aspects of the contract for recommendation to the Owner for final payment.

After inspection of the substantially completed project by the City Engineer and issuance of a punch list of final items to be completed the Contractor shall submit to the City Engineer a Certificate of Completion indicating that all punch list items have been completed and the project is ready for final inspection.

After the completion and final inspection of all the work and after any defects discovered in the work have been corrected by the Contractor, the City Engineer will issue a Certificate of Final Acceptance, which shall be filed in the Office of the City Engineer. A copy thereof shall upon such filing be forwarded by the City Engineer to the Contractor.

2.23. GUARANTEE

A. The contractor shall replace, repair and make good at his own expense any Work found to be defective or not in accordance with the Contract Documents within a period of one year after the date of final acceptance of the Work by the Owner. The Contractor shall correct such Work promptly after receipt of written notice from the Owner to do so.

B. If the defective work is in such condition as to be a hazard to the public or Owner or the defect will cause consequential damage to the Owner, then the Contractor shall immediately commence repair of the Work after verbal notice by the Owner.

C. If the Contractor fails to begin such repairs in a timely manner as determined by the Owner, then the Owner may employ other persons to make the repairs and charge the Contractor the cost thereby incurred.

D. The method of repair or replacement of any defective work shall be as determined by the Engineer.

2.24. INSURANCE PROVISIONS

A. General Information

All Certificates of Insurance should be on Accord Form 25 (1-79) edition and indicate 30 days written notice to the Owner should any of the described policies be canceled before the expiration date listed. Certificates provided by the State Fund are permissible on their own form but should also contain the 30 days written notice of cancellation.

Excess liability on the Umbrella Form noted on the Certificate can be combined with the general liability and automobile liability limits to satisfy the minimum limits that are required by the Owner for that insured.

The Contractor and each sub-contractor, at his own expense shall procure and maintain until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by sub-contractor. Before commencing the work, the Contractor and each sub-contractor shall furnish to the Owner a Certificate of Insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each sub-contractor has complied with this Section.

B. Comprehensive General Liability Insurance

The kinds and amounts of Comprehensive General Liability Insurance with the **City of Plattsburgh** named as **additionally insured** and as follows:

	Each Occurrence	Aggregate
Premises-Operations	\$1,000,000	\$2,000,000
Completed Operations/Products	\$1,000,000	\$2,000,000
Contractual Liability	\$1,000,000	\$2,000,000

Combined single limit or equivalent. All policies shall be on the Comprehensive Form

The types of coverage shall be as follows:

- 1) Contractor's Liability- Insurance issued to and providing coverage to the Contractor for Liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.
- 2) Contractor's Liability Insurance issued to and providing coverage to each sub-contractor for liability for damages imposed by law upon each sub-contractor with respect to all work performed by said sub-contractor under this contract.
- 3) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by contract upon the Owner for work performed on private land with respect to all operations under the Contract by the Contractor or by his sub-contractor as set forth in the section "INDEMNIFICATION" of this specification.
- 4) Completed Operations and Products Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each sub-contractor arising between the date of the Certificate of Completion of the work and the date of the expiration of the guarantee.
- 5) Collapse and Underground (C.U.) shall be included under Property Damage in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Blasting and explosion coverage shall be obtained and provided if there is any blasting specified or needed under the contract.

C. Automobile Liability Insurance

Automobile Liability and Property Damage covering all claims of owned, non-owned and .hired vehicles of the contractor and sub-contractors, as a result of work under the contract, shall be provided by the Contractor in the following amounts:

BODILY INJURY/PROPERTY DAMAGE- \$1,000,000 EACH OCCURRENCE
 Combined single limit or equivalent

D. Worker's Compensation Insurance

Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor and sub-contractor shall at all times during the life of his contract provide adequate Worker's compensation Insurance at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

In addition, to the normal New York statutory coverage that is required, an ALL STATES OR NEW YORK endorsement must also be required of contractors domiciled in a state other than New York State. Those contractors that are domiciled in the monopolistic State Fund states of Nevada, North Dakota, Ohio,

Washington, West Virginia, Wyoming and also Quebec, Canada should obtain a certificate directly from their Respective State Fund rather than their agent or broker.

GC-8

E. New York State Disability Benefits

This coverage is required of contractors domiciled in New York or in a state other than New York.

2.25. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any Sub-contractor or anyone for whose acts any of them maybe liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Sub-contractor, anyone directly or indirectly employed by, them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-contractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the City Engineer, his agent or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders designs or specifications or (2) the giving of or the failure to give directions or instructions by the City Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

2.26. LABOR LAWS AND MINIMUM WAGE RATES

- A. Each Contractor and subcontractor performing work on this project shall take notice that all occupations employed directly on the site of the work shall be paid an hourly wage rate not less than the minimum rates as designated by the Industrial Commissioner of the New York State Labor Department in accordance with all applicable provisions of the Labor Law of New York State.
- B. Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.
- C. Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, also provides, that the supplements to be provided to laborers, workmen and mechanics upon public works, "Shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.
- D. The Contractor shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security.
- E. The Contractor shall include in his Bid, provisions for payment by the Contractor of current and prevailing wage rates applicable to the project over the entire course of the work, it shall be the responsibility of the Contractor to pay current wage rates as indicated in the wage schedule and included at the end of the General Conditions.

2.27. PAYROLLS AND BASIC RECORDS

- A. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address and social security number of each employee, his correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

- B. The Contractor will submit weekly a certified copy of all payrolls to the Owner. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work to be performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required available for inspection by authorized representatives of the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

2.28 EQUAL OPPORTUNITY EMPLOYER

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard, to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices that may be provided by the Owner setting forth the provisions of this nondiscrimination clause.
- C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

In particular the Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

2.29. ANTI-KICKBACK PROVISIONS

Under this section the Contractor is required to conform to section, 29 (FR Part 3, Prescribed "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

2.30. CLEAN AIR AND WATER

All Contractors and Sub-contractors shall comply with the following:

- 1) The Contractor will not utilize any facility, before or during the performance of this contract or sub-contract that is listed on the Environmental Protection Agency's (E.P.A.) "List of Violating Facilities" pursuant to 40 CFR 15.20.
- 2) The Contractor will comply to all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857-c.8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33U.S.C., 131~) relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulation and guidelines issued there under.

The Contractor agrees that as a condition for the award of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, and E.P.A., indicating that a facility utilized or to be utilized for this contract is under consideration to be listed on the E.P.A. 's list for Violating Facilities.

The Contractor also agrees that as a condition for the award of this contract he/she will include or cause to be included the criteria and requirements of the above paragraphs, inclusive hereof under section headed "Clean Air & Water" in every sub-contract and that he will take such action as the U.S. Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air or Section 309 (c) of the Federal Water Pollution Control Act.

2.31 OVERTIME REQUIREMENTS

No Contractor nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborer or mechanics shall require or permit any laborer or mechanic in any workweek in which he/she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.

2.32. APPRENTICES

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a, State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency, exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The Contractor or subcontractor shall be required to furnish to the Owner written evidence of the registration of his/her program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

2.33 "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

2. 34 SAFETY AND HEALTH REGULATIONS

In order to protect the lives and health of his/her employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain in accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

2.35 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, from all liens, claims or encumbrances.

2.36 CONTRACT CANCELLATION CLAUSE

The Contractor hereby agrees to the provisions of Section 103-a of the General Municipal Law which required that upon refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of any political subdivision thereof to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract: Such person and any firm, partnership or corporation of which he is a member shall be disqualified from any contract with the Owner for a period of five (5) years after such refusal.

2.37. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be amended to make such insertion.

2.38. TERMINATION AND DEBARMENT

A breach of any one of the Sections in these General Conditions may be considered by the Owner as grounds for termination of the contract and for debarment as provided by law.

2.39 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS & REGULATIONS

All parties shall be bound by, and comply with all applicable Federal, State, and Local Laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.

END OF SECTION

SECTION 00800

SUPPLEMENTARY CONDITIONS

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

2.37 Proposal Requirements and Conditions

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

2.38 TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and time for completion of the work specified herein are essential conditions of the contract. It is further mutually understood and agreed that the time for completion of the work described herein is a reasonable time for the same, taking into consideration the average climatic range, and usual industrial conditions prevailing in this locality.
- B. The Contractor agrees that all work, including final clean up, restoration and removal of the Contractor's construction equipment from the site will be accomplished in accordance with the contract agreement and General Conditions.

C. If delays are caused by acts of God, acts of government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the work provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner in writing, with a copy to the Engineer, of the cause and particular of the delay.

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

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

2.39 SPECIAL LABOR REQUIREMENTS

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

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

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

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

- (L) Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, it's officers, directors, owners and/or managerial employees, within the past five (5) years;
- (M) Disclosure of any violations within the past five (5) years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations;
- (N) Identify all work to be subcontracted when requested by the City of Plattsburgh, identifying the firm(s) to which the work will be subcontracted. All subcontractors are subject to the approval of the City of Plattsburgh. The approval of the subcontractors by the City of Plattsburgh, as provided in the general conditions, shall be subject to the same evaluation of responsibility.

Prior to a final determination that the apparent lowest bidder is not responsible, the City of Plattsburgh shall notify the part of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest bidder to appear and be heard, prior to a determination be made regarding its responsibility.

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

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

2.40 NOTICE OF EMPLOYEES' RIGHTS: CONTRACTORS RESPONSIBILITIES

1.) The contractor and as applicable, all subcontractors, acknowledge and agree to establish and maintain a bulletin board at or near the established job site, management office, or at such site as the City of Plattsburgh directs, for the conspicuous posting of notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the project. Worker's Compensation Law Notices and all other notices as the City of Plattsburgh may require the contractor to post at the site. Such postings shall be secure from deterioration and/or obliteration by the elements, defacement and acts of vandalism. Notices shall be maintained in a legible manner and shall be secure from deterioration and/or obliteration by the elements, defacement and acts of vandalism. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

The posting of such notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

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

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

Each contractor and/or subcontractor, claiming that payments are being made into supplemental funds, shall set forth how payments that are claimed are actually being made on behalf of employees working on the job site for work performed on the job site, into the applicable health and/or pension fund.

- 4.) The Contractor and all subcontractors shall maintain at the job site (or such place designated by the City of Plattsburgh of original payrolls, employee attendance records and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.
- 5.) The Contractor shall provide to the resident project engineer the Public Owner's Director of Labor Relations (or other individuals designated by the City of Plattsburgh) upon application for payment, an employment attendance sheet for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form acceptable to the City of Plattsburgh, containing such information as the City of Plattsburgh deems appropriate, including job classification, hours of employment, wage rates and supplements payable and employer. Current attendance records shall be maintained at a location designated by the City of Plattsburgh.
- 6.) The Contractor and all subcontractors shall provide the City of Plattsburgh on a weekly basis, copies of certified payrolls and certification of payment of wage supplements. Contractor shall also provide the City of Plattsburgh with such subcontractor's certified payrolls, affidavits, vouchers and receipts as to delivery and payment for materials (as the City of Plattsburgh deems necessary to substantiate claims and requests for payment).
- 7.) Before the contractor may request a progress payments for any item of work performed by subcontractor, the subcontractor's verified statement required by New York Labor Law, Section 220-a. Before issuance of the final payments, the Contractor shall furnish the City of Plattsburgh with the original certifications and verified statements required by New York State Labor Law, Section 220a.
- 8.) The Contractor and all subcontractors shall pay all wages, and supplements required by law. In the event that case payments in lieu of fringe benefit supplements are made upon the option of the contractor; such payments shall be made by check, draft, or order payable to the employee. The Contractor shall maintain records of such payments and present such records for inspection upon request of the City of Plattsburgh.

- 9.) The Contractor and all subcontractors agree that there will be no interruption in the performance of the work under this agreement. Neither shall the contractor nor shall the contractor permit any of its subcontractors to employ any labor or means whose employment or utilization during the course of the contract may tend to, or in any way cause, or result in, the interruption of work due to strikes, work stoppages, delays, suspension of work or similar troubles by labor employed by the Contractor or its subcontractors, or by any of the trades working in or about the job sites where work is being performed under this contract, or any other contract, on the job sites. Upon finding and written determination by the Commissioner of Public Works that the contractor is in violation of this paragraph, the Contract may be terminated and canceled without any penalty to the City of Plattsburgh and the City of Plattsburgh shall be entitled to recover any damages from the Contractor that may have been caused by such violations.
- 10.) The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill trade, or other professional or licensed trades.
- 11.) All bonding must be with an insurance company licensed to do business in New York State.
- 12.) The Contractor and all subcontractors under the contractor must properly classify employees as employees rather than as independent contractors and treat them accordingly for purposes of Workers Compensation, insurance coverage, unemployment taxes, social security and income tax withholding.
- 13.) The Contractor hired must perform an amount of work, as specified by the public owner of the job site.
- 14.) The submission of any false or misleading information with respect to the submission made by any Contractor or subcontractor in connection with these contractor requirements may, upon notice and hearing be subject to contractual and legal provisions, and may result in immediate disqualification.
- 15.) The submission of any false or misleading information with respect to the submission may be any contractor or subcontractor in connection with these contractor responsibility requirements may, upon notice and hearing, subject to contractual and legal provisions result in immediate disqualification.

16.) To the extent not previously provided for herein, and on an ongoing basis throughout the course of the project, a contractor/subcontractor shall be required to provide information including but not limited to the following:

- a.) any debarments or suspensions by any jurisdiction or contracting agency (federal, state, or local);
- b.) any findings that the contractor/subcontractor has been determined to be non-responsive or otherwise ineligible to submit bids/proposals on any project;
- c.) any findings of default in any project by a contractor/subcontractor;
- d.) any termination or lawsuits, arbitration claims or legal claims filed against the contractor/subcontractor in connection with any project;
- e.) any declaration of bankruptcy or receivership by a contractor/subcontractor;
- f.) any findings subsequent to initial submission that this contractor/subcontractor has been found to be in violation of any statute, regulation or other law by any local, state or federal administrative agency or that any contractor/subcontractor has been accused of, investigated for or charged with any such alleged violations;
- g.) advise with respect to the revocation of any license, permit or certification;
- h.) any bond denial;
- i.) Or any issue that might give rise to a conflict of interest that an individual is engaged in managerial or advisory capacity for the contractor/subcontractor and also has a relationship with solicitations for contract work.

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

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

2.41 SANCTION

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

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

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

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

2.42 **ENGINEER'S AUTHORITY.**

The Engineer will make all decisions regarding the quality and acceptability of materials furnished, work performed, work progress, and contract interpretation.

The Engineer may stop by written order any work or any part of the work under the contract if the methods or conditions are such that 1) unsatisfactory work might result; or 2) if improper material(s) or procedure(s) are being used; or 3) if the Contractor fails to comply with any requirement or provision of the contract documents or with any local, State or Federal law or regulation; or 4) conditions are considered to be sufficiently deficient as to seriously affect the safety of the public or the workers employed; or 5) nonconformance with the maintenance and protection of traffic provisions is causing serious disruptions to traffic operations. The Contractor will not be entitled to any additional monetary compensation for such a work stoppage. Any work completed in violation of a written stop order will not be paid for even if subsequently determined to be acceptable.

2.43 CHARACTER OF WORKERS.

The Contractor shall give its constant attention to the work while it is in progress or it shall place it in charge of a competent and reliable English speaking Superintendent, who shall have authority to act for the Contractor and who shall be acceptable to the Engineer.

The Contractor shall, at all times, employ sufficient workers to progress the work to completion in the manner and time specified. All workers operate the equipment involved. Any person employed by the Contractor shall have sufficient skill and experience to properly perform the work assigned them. All workers engaged on special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform it and Contractor whom the Engineer may deem unruly, disorderly, incompetent or unfit to perform the work shall be at once discharged, and shall not be again employed.

Whenever the Contractor or its superintendent is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer or his/her representative and shall be received and obeyed by the foreperson who may have charge of the particular work in reference to which the orders are given. All forepersons shall speak English.

END OF SECTION

SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 Description

- A. The proposed work includes furnishing and applying reflectorized pavement markings at locations as ordered by the City of Plattsburgh and in conformance with the NYS MUTCD and these specifications.

END OF SECTION

SECTION 01201

PRE-CONSTRUCTION CONFERENCE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included: To help clarify construction contract administration procedures, the City will conduct a Pre-Construction Conference. Provide attendance by the designated personnel.

1.02 QUALITY ASSURANCE

- A. For those persons designated by the Contractor, his subcontractors, and supplies to attend the Pre-Construction Conference, provide required authority to commit the entities they represent to solutions agreed upon in the Conference.

1.03 SUBMITTALS

- A. To the maximum extent practicable, advise the City at least 24 hours in advance of the Conference as to items to be added to the agenda.
- B. The Engineer will compile minutes of the Conference, and will furnish three copies of the minutes to the Contractor and one copy to all other in attendance. The Contractor may make and distribute such other copies as he wishes.

1.04 PRE-CONSTRUCTION CONFERENCE

- A. The conference will be scheduled to be held within 15 working days after the Owner has issued the Notice to Proceed, but prior to actual start of the Work.
- B. Attendance:
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
- C. Minimum agenda: Data will be distributed and discussed on:

1. Organizational arrangement of Contractor's forces and personnel and those of subcontractors, materials, suppliers, and the Engineer.
2. Channels and procedures for communication.
3. Coordination of work with other contractors on site.
4. Construction schedule, including sequence of critical work.
5. Contract Documents, including distribution of required copies of Drawings and revisions.
6. Processing of Shop Drawings and other data submitted to the Engineer for review.
7. Traffic control plan and procedures.
8. Processing of field decisions and Change Orders.
9. Rules and regulations governing the work, including Department of Labor Prevailing Wage Rate Determination and required payrolls.
10. Procedures for safety, first aid, security, quality control, housekeeping, and related matters.
11. Payment procedures.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Procedures
2. Shop Drawings
3. Product Data
4. Samples
5. Manufacturer's Instructions.

B. Related Work:

1. Section 01310 Construction Progress Schedule
2. Section 01700 Contract Closeout

1.02 PROCEDURES

A. Deliver submittals to City Engineer, City Hall.

B. Transmit each item under "Letter of Transmittal." Identify Project, Contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number, and Specification Section number, as appropriate.

C. After Engineer review of submittal, revise and resubmit if required, identifying changes made since previous submittal.

D. Distribute copies of review submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.03 SHOP DRAWINGS

A. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by the Engineer.

- B. Prior to submission to the City, the contractor shall review each shop drawing for compliance with the specification and shall so indicate such review on the drawing.
- C. Contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.
- D. Corrections or comments made on the shop drawings during review by the Engineer do not relieve the Contractor from compliance with requirements of the drawings and specifications. Shop drawing review by the Engineer is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents.

1.04 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers standard data to provide information unique to the work.
- B. Submit the number of copies which Contractor requires, plus two copies which will be retained by the Engineer.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up; adjusting, and finishing in quantities specified for product data.

1.06 NEW YORK STATE PREVAILING WAGE RATE

- A. Each Contractor and subcontractor performing work on this project shall take notice that all occupations employed directly on the site of the work shall be paid an hourly wage rate not less than the minimum rates as designated by the Industrial Commissioner of the New York State Labor Department in accordance with all applicable provisions of the Labor Law of New York State.

The Contractor shall include in his proposal, provisions for payment by the Contractor of current and prevailing wage rates applicable to the project over the entire course of the work, it shall be the responsibility of the Contractor to pay current wage rates as indicated in the wage schedule and included at the end of this Request-for-Proposal.

1.07 INSURANCE

- A. The Contractor shall provide statutory benefits for disability benefits, workman's compensation, unemployment insurance and social security.

1.08 PAYROLLS AND BASIC RECORDS

- A. The Contractor will submit weekly a certified copy of all payrolls to the Owner. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of labor and that the classification set forth for each laborer or mechanic conform with the work to be performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required available for inspection by authorized representatives of the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

END OF SECTION

SECTION 01310

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included: To assure adequate planning and execution of the work so that the work is completed within the time specified in the Contract, and to assist the City in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedule described in this Section.

B. Related Work:

1. Construction Completion Date: Form of Agreement.

C. Definitions:

1. "Day" as used throughout the Contract unless otherwise stated, means "calendar day."

1.02 QUALITY ASSURANCE

A. Perform data preparation analysis, charting and updating in accordance with standards approved by the City.

B. Reliance upon the approved schedule.

1. The Construction Progress Schedule as approved by the Engineer will be an integral part of the contract and will establish integral completion dates for the various activities under the Contract.

2. Should any activity not be completed within 15 days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.

3. It is expressly understood and agreed that failure by the Owner to exercise the option to order the Contractor to expedite an activity shall not be considered to either set a precedent for any other activities or relieve the Contractor from completing the work by the required completion date.

1.03 SUBMITTALS

- A. Construction Progress Schedule: The Contractor shall submit one reproducible copy of the Construction Progress Schedule after the Notice to Proceed and prior to the Pre-Construction Conference.
- B. Periodic reports: The Contractor shall update the Construction Progress Schedule on the first working day of each month and submit to the City.

PART 2 - PRODUCTS

2.01 CONSTRUCTION ANALYSIS

- A. Graphically show by bar-chart the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished, as planned by the Contractor in coordination with all subcontractors whose work is shown on the diagram.
- B. Include, but do not necessarily limit indicated activities to:
 1. Project Mobilization
 2. Submittal and approval of Shop Drawings.
 3. Procurement of equipment and materials.
 4. Performance of work items per Summary of Work.
 5. Final cleanup.
 6. Final Inspection by the Engineer.

PART 3 - EXECUTION

3.01 CONSTRUCTION PROGRESS SCHEDULE

- A. Contents:
 1. Show the Contractor's general approach to the Work.

2. For lump sum proposals, show cost of all activities scheduled.
 3. Review the Construction Progress Schedule in preliminary form with the City and make all revisions agreed upon prior to final submittal.
- B. Submit in accordance with Paragraph 1.03-A above.

3.02 PERIOD REPORTS

- A. As required under Paragraph 1.03-B above, update the approved Construction Progress Schedule.
1. Indicate "actual" progress in percent completion for each activity.
 2. Provide written narrative summary of revisions causing delay in the program and an explanation of corrective actions taken or proposed.
- B. Make only those revisions to the approved Construction Progress Schedule as are approved in advance by the Engineer.

END OF SECTION

SECTION 01510

MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide all facilities and traffic controls needed to allow safe conduct of the Work while maintaining public use of the site, including, but not necessarily limited to:
 - 1. Warning signs, barricades, delineators, lights, cones, etc.
 - 2. Flaggers with appropriate signs and ability to direct traffic through the work site.
- B. Traffic control shall be the sole responsibility of the Contractor.

1.02 QUALITY ASSURANCE

- A. Inspect site at least twice daily to verify all controls are in place and the site is in proper and safe condition throughout the progress of the work.

1.03 SUBMITTALS

- A. Traffic Control Plan: The Contractor shall submit one reproducible copy of the plan(s). Submit the plan as soon as possible after the Notice to Proceed and prior to the Pre-Construction Conference.
- B. The plan shall identify the means whereby partial or full disruption of traffic will be safely cared for.

1.04 JOB CONDITIONS

- A. The suggested procedure for maintaining traffic through the work zone is:
 - 1. Provide signing and traffic control devices in accordance with the short duration work zone methods.

2. Provide flaggers as required to direct traffic through the work zone while the pavement is being placed and until traffic may safely proceed on the new pavement. Damage or blemishes which occur in the new pavement due to traffic shall be repaired as directed by the City and at the total expense of the Contractor.
 3. Restore all streets to two way traffic during all non-work times (the street shall be left in a safe condition to allow such traffic).
 4. Where utility covers are in the traffic lanes and traffic cannot safely drive over the covers, place reflectorized devices (cones, barrels or similar) until traffic may proceed. If the street will not be resurfaced the following day after adjustment of the utility cover, place an asphalt shim the next day to allow traffic to safely drive over the covers (for covers in the traffic lanes). Remove the shim for a depth of at least 1" just prior to placing the top course.
 5. Coordinate all blockage of drives with the affected property owners.
- B. No street is to be closed completely to thru traffic unless a traffic control plan has been submitted to and approved by the City and the appropriate signs are in place.
1. The City of Plattsburgh reserves the right to restrict the duration and scheduled closing of any street. The Contractor shall take all steps to minimize the time a street is to be closed to thru traffic.

PART 2 - PRODUCTS

2.01 TRAFFIC CONTROL PLAN

- A. Locate on the plan all signs and devices to be employed for the control of traffic. The plan shall indicate general sign locations for all work activity and a separate plan may be used to represent signing for specific type activities (e.g. curbing, sidewalk, improvements of roadway, etc.).

- B. The Contractor shall prepare the traffic control plan in conformance with the requirements of the NYS "Manual of Uniform Traffic Control Devices (MUTCD).
- C. Include on the plan, but do not necessarily limit control devices to:
 - 1. Location of warning signs (indicate wording or symbols to be used);
 - 2. Location of delineators, barricades, cones or similar devices;
 - 3. Location of flagging stations.
- D. All work zone signs shall be reflectorized with black lettering on an orange background or as specified in the MUTCD. A sufficient number and type of signs and traffic control devices shall be provided in accordance with the MUTCD as follows:

OPERATION

MUTCD REFERENCE

Pavement Markings

Traffic Control & Work Zone Safety

PART 3 - EXECUTION

3.01 MAINTENANCE OF TRAFFIC

- A. The Contractor shall provide flagging stations as detailed by the traffic control plan or if deemed necessary by the City in order to maintain a smooth and safe flow of traffic. Flaggers shall be provided with a hard hat, safety vest, flag or sign and shall direct and control traffic in a safe and MUTCD approved manner.
- B. The Contractor is responsible for contacting in advance the Police (563-3411) and Fire Department (561-2347) to constantly appraise them of traffic detours and road blockages.
- C. The Contractor shall provide and maintain at all times during the work an adequate ingress and egress for the residents and any businesses in or adjacent to the work site.

1. Where new curb and/or sidewalk is freshly placed and vehicular access is not possible, provide temporary ramps, walks, bridges for pedestrian use and access. Such facilities shall have sufficient construction and be suitable for safe and easy use. Locate such ramps at convenient locations with maximum spacing of 150'.
- D. Emergency vehicle access shall be allowed within the work site at all times.
 - E. The Contractor shall provide emergency service at nights and on the weekends should the work site need attention due to weather conditions or similar problems. An on-call number shall be given to the Engineer and Police Department.
 - F. All traffic regulatory signs that must be removed while work progresses shall be temporarily relocated and shall remain in service as directed by the Engineer.

END OF SECTION

SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Closeout procedures
2. Project Record Documents.
3. Operation and Maintenance Data
4. Warranties
5. Spare Parts and Maintenance

1.02 DEFINITIONS

- A. "Date of Substantial Completion of the Work (or a portion thereof)." The date certified by the Engineer when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

1.03 CLOSEOUT PROCEDURES

- A. When the Contractor considers the Work has reached final completion, submit written certification that Contract Documents have been reviewed. Work has been inspected and that Work is complete in accordance with Contract Documents and ready for The City's Inspection.

- B. General: In order to ensure that all Contract requirements are met and that the Work is complete and acceptable, the following inspections will be made in addition to the normal daily inspections. The purpose of these inspections is to furnish the Contractor, in writing, list of Contract exceptions, omissions and incompletions in an orderly and timely way in order to reach Contract completion in an expeditious and satisfactory manner, and to establish a physical completion date.

1. Punch List Inspection: Such inspection will be made when the Work is substantially complete as determined by the City. A copy of the punch list items to be completed by the Contractor will be furnished to the Contractor within three days after the punch list inspection.

2. Joint Inspection for Physical Completion: The "Joint Inspection for Physical Completion" will be made to verify completion of the exceptions listed in the punch list inspection. The verification of the completeness of all exception items except minor deficiencies will enable the establishment of the "Physical Completion Date." Such date shall be used in determining the commencement of the guarantee period and for the consideration of any liquidated damages. Any additional deficiencies found during this inspection shall be promptly corrected by the Contractor.
- C. Upon acceptance of all work as complete by the Engineer, the Contractor will be directed to submit the final application for payment together with all other required documentation and submittals.

END OF SECTION

SECTION 02514

REFLECTORIZED PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included: Painted pavement markings with reflective glass spheres for centerline lane lines, stop bars, crosswalks, and railroad crossing symbols.

B. Related Work:

Section 01510 Maintenance of Traffic

1.02 QUALITY ASSURANCE

A. Qualifications of workers: Provide at least one person who shall be thoroughly trained and experienced in skills required, who shall be completely familiar with the design and application of work described for this Section, and who shall be present at all times during progress of the work of this Section and shall direct all work performed under this Section.

1.04 REFERENCE STANDARD

A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

PART 2 - PRODUCT

2.01 REFLECTORIZED PAVEMENT PAINT

A. Epoxy Paint Material Composition

Epoxy ReflectORIZED Pavement Marking materials and installation shall conform to NYSDOT SS Section 685 White and Yellow Epoxy ReflectORIZED Pavement Markings.

1.02. REFLECTIVE GLASS SPHERES

A. The reflective glass spheres shall be the drop-on type and conform to the following requirements:

1. The glass spheres shall be colorless; clean; free from milkiness or excessive air bubbles; and essentially clean from surface scarring or scratching. They shall be spherical in shape and at least 70% of the glass beads shall be true spheres when tested in accordance with ASTM D1155, Procedure A.
2. The refractive index of the spheres shall be a minimum of 1.50 as determined by the liquid immersion method at 25 degrees C.
3. The silica content of the glass spheres shall not be less than 60%.
4. The crushing resistance of the spheres shall be as follows:
 - (a) A forty (40) pound dead weight, for 20 to 30 mesh spheres, shall be the average resistance when tested in accordance with ASTM D1213.
 - (b) Reflective glass spheres gradation shall conform to NYSDOT SS Table 727-03-2 Glass Sphere Gradation. (Note: Requests for optional gradations may be submitted to the Engineer for evaluation and approval).

PART 3 - EXECUTION

3.01 LOCATIONS

- A. The painted lines and symbols are to be placed at locations as directed by the City.
- B. The estimated pavement marking quantities are as shown on the attached Bid Proposal Form.

3.02 APPLICATION OF PAINTED PAVEMENT MARKINGS

- A. Except as noted herein painted pavement markings shall be applied with atomizing or airless type striping equipment. The striping equipment may be either truck-mounted or hand operated and shall be equipped with glass bead dispensing equipment. All equipment shall be compatible with and suitable for the application of the type of paint being used. Paint shall be applied in strict accordance with the manufacturer's recommendations for use.
- B. Applied markings shall have clean-cut edges, true and smooth alignment and a minimum uniform wet film thickness of 15 mils. Glass beads shall be applied uniformly over and into the wet paint film at the rate of 6 lbs. per gallon of paint. Glass bead dispensers shall be of a type that will mechanically and automatically give such performance.
- C. Upon approval by the City, paint rollers or brushes may be used for marking gore areas, letters, symbols, stop bars, short temporary detours or other such areas as directed by the Engineer. When rollers and brushes are allowed, glass beads shall be applied to the wet paint film at the specified rate and in a manner suitable to the Engineer. Paint rollers or brushes may be used for applying black paint over unwanted existing markings.

3.03 CONSTRUCTION DETAILS

- A. Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the City. At least 5 days prior to starting striping, the Contractor shall provide the City with the paint manufacturer's written instructions for use. These instructions shall include, but not be limited to, material

mixing ratios and application temperatures. When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

- B. The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed. The Contractor shall be responsible for removing, to the satisfaction of the City, all tracking marks, spilled paint, and markings applied in unauthorized areas. When necessary, the Contractor shall establish marking line points at nine (9) meter intervals throughout the length of the pavement or as directed by the City.
- C. Epoxy application equipment shall be a truck-mounted self-contained pavement-marking machine specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The Engineer may approve the use of a portable applicator for use in applying special markings only, provided such equipment can demonstrate satisfactory application of epoxy markings in accordance with these specifications.

END OF SECTION

APPENDIX A

Traffic Control and Work Zone Safety