

SET NO. \_\_\_\_\_



## **CONTRACT DOCUMENTS**

# **LOCAL PEDESTRIAN SAFETY ACTION PLAN**

**PIN 70PS.03  
LD036016**

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

**CHRISTOPHER ROSENQUEST  
MAYOR**

**OCTOBER 2021**

**CONTRACT DOCUMENTS**

**FOR THE**

**LOCAL PEDESTRIAN SAFETY**

**ACTION PLAN**

**CITY OF PLATTSBURGH**  
**CLINTON COUNTY**

**PIN 70PS.03**  
**LD036016**

*October 2021*

**Prepared by:**  
**C&S ENGINEERS, INC.**  
21 Arkansas Street  
Plattsburgh, New York 12903

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16	Traffic Signal Details	TSN-2
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18 to 20	Curb Ramp Details	CRD-1 to CRD-3

**NOTICE TO BIDDERS**

The Common Council of City of Plattsburgh will receive bids for the “**Local Pedestrian Safety Action Plan**” at the City Clerk's office, City Hall, 41 City Hall Place, Plattsburgh, New York 12901, until **2:00 P.M.**, on **Tuesday, November 30<sup>th</sup>, 2021** at which time and place all bids will be publicly opened and read aloud for:

**PROJECT NO.: LD036016**  
**Local Pedestrian Safety Action Plan**

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

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

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

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

ACTING AS THE GOVERNING  
BODY OF CITY OF PLATTSBURGH WATER  
DISTRICT

CITY CLERK, CITY OF PLATTSBURGH

**DATED: November 7<sup>th</sup>, 2021**

## INFORMATION FOR BIDDERS

### BIDS FOR PROJECT

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

### LOCAL PEDESTRIAN SAFETY ACTION PLAN

**PROJECT NO.: LD036016**

### TIME AND PLACE OF BID

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

### BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "PROJECT NO.: LD036016, LOCAL PEDESTRIAN SAFETY ACTION PLAN, CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK", but otherwise unmarked. Bid package shall include Proposal sheets, Qualifications of Bidder sheets, Certificate of Non-Collusion, and Approval of Subcontractor sheets.

### PLANS AND SPECIFICATIONS

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

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

### VERBAL ANSWERS

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

### EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed

work and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

## **PROPOSAL**

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

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

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

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

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

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

## **BID BOND OR CERTIFIED CHECK**

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

## **NAME OF BIDDER**

Each bidder must state, in its proposal, its full name and business address, and the full name of

every person, firm or corporation, interested in same, and the address of every person or firm, or president and secretary of every corporation, interested with it.

### **QUALIFICATIONS OF BIDDERS**

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

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

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

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

### **PERFORMANCE AND MAINTENANCE BOND**

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

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

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



days with a surety and bond deemed suitable by the said CITY. The premiums charged for all such bonds shall be a cost of the contractor and not the CITY. Upon notice to change surety being forwarded to a contractor, no further payments shall be made until a new bond in proper form naming an acceptable surety is provided.

### **SIGNATURE OF CONTRACTOR**

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

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

### **CONTRACTOR'S INSURANCE**

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

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

### **RESPONSIBILITY OF BIDDER**

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

### **LABOR RATES**

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

Each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (i) plumbing and gas fitting, (ii) steam heating, hot water heating, ventilating and air conditioning apparatus and (iii) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the owner, upon a showing presented to the

owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two (2) of section two hundred twenty-two (222) of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

### **COMPLETION OF WORK**

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

### **RESPONSIBILITY OF CONTRACTOR**

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

COMMON COUNCIL  
CITY OF PLATTBURGH  
CLINTON COUNTY, NEW YORK

**END OF SECTION**

# BIDDING & CONTRACT REQUIREMENTS

## BID PROPOSAL CHECKLIST

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

BID PRICES: All blanks appropriately filled in ink with both words and figures.

BID SUBMISSION FORMS (BASE BID, ADD ALTERNATE #1, ADD ALTERNATE #2, ADD ALTERNATE #3): All blanks appropriately filled and signed.

DISCLOSURE OF LOBBYING ACTIVITIES: Requires completion and Bidder's signature.

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

WAIVER OF IMMUNITY: Requires Bidder's Signature

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

RESOLUTION ACCOMPANYING BID: Requires Bidder's signature.

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

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

BIDDERS ADDRESS: Requires Bidder's signature.

CONFLICT OF INTEREST: Requires Bidder's signature.

BIDDER REFERENCES: Requires completion

DBE GOAL SHEET: Requires completion

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

**ITEMIZED PROPOSAL INSTRUCTIONS  
FOR**

**LOCAL PEDESTRIAN SAFETY ACTION PLAN**

The bidder proposes to provide all labor, materials, equipment and services necessary to complete the project in accordance with the contract drawings, contract documents and technical specifications.

This is a unit cost project and each bidder shall complete the following Bid Sheets:

Base Bid (Cornelia St/Broad St & Cornelia St/Prospect Ave Ints)	Pages 10 - 18
Add Alternate #1 (Cornelia St/Beekman St Intersection)	Pages 19 - 23
Add Alternate #2 (Cornelia St/North Catherine St Intersection)	Pages 24 - 28
Add Alternate #3 (Oak St/Brinckerhoff St Intersection)	Pages 29 - 36

The Itemized Proposal includes a Base Bid and three Add Alternates. The Base Bid includes the proposed work items and quantities at the Cornelia Street / Broad Street and Cornelia Street / Prospect Avenue intersections. Add Alternate #1 includes all the proposed work at the Cornelia Street / Beekman Street intersection. Add Alternate #2 includes all the proposed work at the Cornelia Street / North Catherine Street intersection. Add Alternate #3 includes all the proposed work at the Oak Street / Brinckerhoff Street intersection. Each Add Alternate includes the items and quantities of work that will be added to the Base Bid if that Add Alternate is selected.

The unit prices bid for the Add Alternate need not match those bid for the same items in the Base Bid. The award of the project will be made based upon the availability of City funds to pay for the work included in the Add Alternates. If adequate funds are available, the project will be awarded based on the Base Bid. If there are additional funds after the Base Bid items are accounted for, then Base Bid plus Add Alternate #1 will be awarded. If there are additional funds after the Base Bid and Add Alternate #1 items are accounted for, then Base Bid plus Add Alternate#1 and Add Alternate #2 will be awarded. If there are enough funds to pay for the Base Bid and all three Add Alternatives, then the Base Bid plus Add Alternate #1, Add Alternate #2, and Add Alternate #3 will be awarded.

The unit price bid for each item shall be written in words and figures including totals at the end. If the unit price written in words does not match the unit price written in figures, the unit price written in words will be applied. Bids which do not contain a price for every item contained in the Bid Sheets will not be accepted.

BID PROPOSAL FORM  
LOCAL PEDESTRIAN SAFETY ACTION PLAN  
CONTRACT No. LD036016

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

BID DATE: 2:00 P.M., Tuesday, November 30<sup>th</sup>, 2021

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

DESCRIPTION	BID PRICE IN FIGURES	BID PRICE IN WORDS
Base Bid: Total Gross Sum		
Base Bid <i>plus</i> Add Alternate #1: Total Gross Sum		
Base Bid <i>plus</i> Add Alternate #1 <i>and</i> Add Alternate #2: Total Gross Sum		
Base Bid <i>plus</i> Add Alternate #1 <i>and</i> Add Alternate #2 <i>and</i> Add Alternate #3: Total Gross Sum		

The undersigned hereby acknowledges receipt of the following addenda and agrees that they are bound by same:

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

=====

NAME OF FIRM: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

EMAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

		BASE BID		BROUGHT FORWARD		
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
203.02	110	UNCLASSIFIED EXCAVATION AND DISPOSAL  FOR ..... PER CY				
203.03	10	EMBANKMENT IN PLACE  FOR ..... PER CY				
206.03	95	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION  FOR ..... PER LF				
209.1702	2	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAG - TEMPORARY  FOR ..... PER CY				
304.12	65	SUBBASE COURSE, TYPE 2  FOR ..... PER CY				
402.000013	2	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS  For SIXTY FIVE DOLLARS AND NO CENTS PER QU	\$65 .00		\$130 .00	
402.098204	5	9.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION  FOR ..... PER TON				
<b>CARRY FORWARD</b>						

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

		BASE BID		BROUGHT FORWARD		
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
402.258904	7	25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION  FOR ..... PER TON				
402.378904	27	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION  FOR ..... PER TON				
407.0102	118	DILUTED TACK COAT  FOR ..... PER GAL				
418.7603	560	ASPHALT PAVEMENT JOINT ADHESIVE  FOR ..... PER LF				
608.0101	16	CONCRETE SIDEWALKS AND DRIVEWAYS  FOR ..... PER CY				
608.020102	4	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, BICYCLE PATHS & VEGETATION CONTROL STRIPS  FOR ..... PER TON				
608.21000003	12	CAST IRON EMBEDDED DETECTABLE WARNING UNITS  FOR ..... PER SY				
<b>CARRY FORWARD</b>						

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

		BASE BID		BROUGHT FORWARD		
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
609.0401	168	CAST-IN-PLACE CONCRETE CURB, TYPE VF150  FOR ..... PER LF				
609.0403	121	CAST-IN-PLACE CONCRETE CURB, TYPE M150  FOR ..... PER LF				
610.16010020	41	TURF ESTABLISHMENT - PERFORMANCE  FOR ..... PER SY				
619.01	NEC	BASIC WORK ZONE TRAFFIC CONTROL  FOR ..... PER LS				
619.04	32	TYPE III CONSTRUCTION BARRICADE  FOR ..... PER EA				
619.1613	2	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT C)  FOR ..... PER INTM				
625.01	NEC	SURVEY OPERATIONS  FOR ..... PER LS				
			CARRY FORWARD			



LOCAL PEDESTRIAN SAFETY ACTION PLAN  
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BIDDER'S NAME \_\_\_\_\_

		BASE BID		BROUGHT FORWARD		
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
627.50140008	98	CUTTING PAVEMENT  FOR ..... PER LF				
635.0103	1985	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES  FOR ..... PER LF				
645.5102	20	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS  FOR ..... PER SF				
645.81	5	TYPE A SIGN POSTS  FOR ..... PER EA				
645.85	1	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED)  FOR ..... PER EA				
647.31	1	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF)  FOR ..... PER EA				
647.61	1	REMOVE AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORT(S), FOUNDATIONS, AND ANY ATTACHED SIGNS - SIZE I  FOR ..... PER EA				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
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BIDDER'S NAME \_\_\_\_\_

		BASE BID		BROUGHT FORWARD		
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.5001	3.6	POLE EXCAVATION AND CONCRETE FOUNDATION  FOR ..... PER CY				
680.510501	4	PULLBOX - RECTANGULAR, 26" X 18", REINFORCED CONCRETE  FOR ..... PER EA				
680.520106	95	CONDUIT, METAL STEEL, ZINC COATED, 2 "  FOR ..... PER LF				
680.520108	485	CONDUIT, METAL STEEL, ZINC COATED, 3 "  FOR ..... PER LF				
680.53	485	CONDUIT JACKING OR BORING  FOR ..... PER LF				
680.6708	9	TRAFFIC SIGNAL POLE - POST TOP MOUNT, 8 FEET MOUNTING HEIGHT  FOR ..... PER EA				
680.730714	2140	SIGNAL CABLE 7 CONDUCTORS, 14 AWG  FOR ..... PER LF				
<b>CARRY FORWARD</b>						

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BIDDER'S NAME \_\_\_\_\_

		BASE BID		BROUGHT FORWARD		
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.77000105	1	MODIFY TRAFFIC SIGNAL INSTALLATION LOCATION 1  FOR ..... PER EA LOC				
680.78010005	5	ALTER PULLBOX FOR CONDUITS  FOR ..... PER EA				
680.79000105	1	REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 1  FOR ..... PER EA LOC				
680.813103	26	PEDESTRIAN SIGNAL SECTION - TYPE 1, 12 INCH  FOR ..... PER EA				
680.813105	13	PEDESTRIAN SIGNAL MODULE - 12 INCH, BI-MODAL HAND/MAN SYMBOLS, LED  FOR ..... PER EA				
680.81330010	16	AUDIBLE PEDESTRIAN SIGNAL  FOR ..... PER EA				
680.8142	9	PEDESTRIAN SIGNAL POST TOP MOUNT ASSEMBLY  FOR ..... PER EA				
			CARRY FORWARD			

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BIDDER'S NAME \_\_\_\_\_

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ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.81500010	13	PEDESTRIAN COUNTDOWN TIMER MODULE  FOR ..... PER EA				
680.8204	4	OVERHEAD SIGN ASSEMBLY, TYPE D  FOR ..... PER EA				
680.8207	1	OVERHEAD SIGN ASSEMBLY, TYPE G  FOR ..... PER EA				
685.11120009	2510	EPOXY REFLECTORIZED PAVEMENT STRIPES 20 MILS - HAND WORK  FOR ..... PER LF				
697.03	10000	FIELD CHANGE PAYMENT  For ONE DOLLAR AND NO CENTS PER DC		\$1 .00		\$10,000 .00
698.04	100	ASPHALT PRICE ADJUSTMENT  For ONE DOLLAR AND NO CENTS PER DC		\$1 .00		\$100 .00
698.05	100	FUEL PRICE ADJUSTMENT  For ONE DOLLAR AND NO CENTS PER DC		\$1 .00		\$100 .00
<b>CARRY FORWARD</b>						

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

BASE BID

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
698.06	100	STEEL/IRON PRICE ADJUSTMENT				
		For ONE DOLLAR AND NO CENTS PER DC		\$1 .00		\$100 .00
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXXXX	XXX
		CARRY FORWARD				

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ITEM NUMBER		ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD		
				UNIT BID PRICE		AMOUNT BID
				DOLLARS	CTS	DOLLARS
						CTS
699.040001		NEC	MOBILIZATION; MUST NOT EXCEED 4.00 % OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.			
			FOR ..... PER LUMP SUM			
			SUBTOTAL \$			
			PLEASE BE SURE BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS.			
			TOTAL OR GROSS SUM WRITTEN IN WORDS _____			\$ _____

EACH PROPOSAL MUST BE ACCOMPANIED BY CASH, CERTIFIED CHECK OR BID BOND PAYABLE TO THE ORDER OF THE "CITY OF PLATTSBURGH" IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE GROSS SUM BID.

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #1

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
203.02	5	UNCLASSIFIED EXCAVATION AND DISPOSAL  FOR ..... PER CY				
206.03	35	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION  FOR ..... PER LF				
209.1702	0.5	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAG - TEMPORARY  FOR ..... PER CY				
608.0101	5	CONCRETE SIDEWALKS AND DRIVEWAYS  FOR ..... PER CY				
608.21000003	8	CAST IRON EMBEDDED DETECTABLE WARNING UNITS  FOR ..... PER SY				
619.01	NEC	BASIC WORK ZONE TRAFFIC CONTROL  FOR ..... PER LS				
619.04	12	TYPE III CONSTRUCTION BARRICADE  FOR ..... PER EA				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #1

ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD	
			UNIT BID PRICE DOLLARS	AMOUNT BID DOLLARS
619.1613	1	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT C)  FOR ..... PER INTM	CTS	CTS
625.01	NEC	SURVEY OPERATIONS		
635.0103	2180	FOR ..... PER LS CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES  FOR ..... PER LF		
645.85	1	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED)  FOR ..... PER EA		
680.5001	1.6	POLE EXCAVATION AND CONCRETE FOUNDATION  FOR ..... PER CY		
680.520106	35	CONDUIT, METAL STEEL, ZINC COATED, 2 "		
680.520108	120	FOR ..... PER LF CONDUIT, METAL STEEL, ZINC COATED, 3 "		
		FOR ..... PER LF		
<b>CARRY FORWARD</b>				



LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.53	120	CONDUIT JACKING OR BORING  FOR ..... PER LF				
680.6708	4	TRAFFIC SIGNAL POLE - POST TOP MOUNT, 8 FEET MOUNTING HEIGHT  FOR ..... PER EA				
680.730714	900	SIGNAL CABLE 7 CONDUCTORS, 14 AWG  FOR ..... PER LF				
680.78010005	4	ALTER PULLBOX FOR CONDUITS  FOR ..... PER EA				
680.813103	16	PEDESTRIAN SIGNAL SECTION - TYPE 1, 12 INCH  FOR ..... PER EA				
680.813105	8	PEDESTRIAN SIGNAL MODULE - 12 INCH, BI-MODAL HAND/MAN SYMBOLS, LED  FOR ..... PER EA				
680.81330010	8	AUDIBLE PEDESTRIAN SIGNAL  FOR ..... PER EA				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #1

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.8142	4	PEDESTRIAN SIGNAL POST TOP MOUNT ASSEMBLY  FOR ..... PER EA				
680.81500010	8	PEDESTRIAN COUNTDOWN TIMER MODULE  FOR ..... PER EA				
680.8204	1	OVERHEAD SIGN ASSEMBLY, TYPE D  FOR ..... PER EA				
685.11120009	1220	EPOXY REFLECTORIZED PAVEMENT STRIPES 20 MILS - HAND WORK  FOR ..... PER LF				
697.03	4000	FIELD CHANGE PAYMENT  For ONE DOLLAR AND NO CENTS PER DC	\$1.00		\$4,000.00	
XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX	XXX	XXXXXXXXXX	XXX
XXXXXXXX	XXXXXXXX	FOR ..... PER	XXXXXXX	XXX	XXXXXXXXXX	XXX
CARRY FORWARD						

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #1

		BROUGHT FORWARD			
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID
			DOLLARS	CTS	DOLLARS
699.040001	NEC	MOBILIZATION; MUST NOT EXCEED 4.00 % OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.  FOR ..... PER LUMP SUM			
SUBTOTAL \$					
PLEASE BE <u>SURE</u> BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS.  TOTAL OR GROSS SUM WRITTEN IN WORDS _____ \$					

EACH PROPOSAL MUST BE ACCOMPANIED BY CASH, CERTIFIED CHECK OR BID BOND PAYABLE TO THE ORDER OF THE "CITY OF PLATTSBURGH" IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE GROSS SUM BID.

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #2

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
203.02	7	UNCLASSIFIED EXCAVATION AND DISPOSAL  FOR ..... PER CY				
206.03	35	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION  FOR ..... PER LF				
209.1702	0.5	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAG - TEMPORARY  FOR ..... PER CY				
608.0101	7	CONCRETE SIDEWALKS AND DRIVEWAYS  FOR ..... PER CY				
608.21000003	7	CAST IRON EMBEDDED DETECTABLE WARNING UNITS  FOR ..... PER SY				
619.01	NEC	BASIC WORK ZONE TRAFFIC CONTROL  FOR ..... PER LS				
619.04	8	TYPE III CONSTRUCTION BARRICADES  FOR ..... PER EA				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #2

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
619.1613	1	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT C)  FOR ..... PER INTM				
625.01	NEC	SURVEY OPERATIONS  FOR ..... PER LS				
635.0103	890	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES  FOR ..... PER LF				
645.81	1	TYPE A SIGN POSTS  FOR ..... PER EA				
647.31	1	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF)  FOR ..... PER EA				
647.61	1	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SF)  FOR ..... PER EA				
680.5001	1.6	POLE EXCAVATION AND CONCRETE FOUNDATION  FOR ..... PER CY				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #2

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.510501	5	PULLBOX - RECTANGULAR, 26" X 18", REINFORCED CONCRETE  FOR ..... PER EA				
680.520106	35	CONDUIT, METAL STEEL, ZINC COATED, 2 "  FOR ..... PER LF				
680.520108	320	CONDUIT, METAL STEEL, ZINC COATED, 3 "  FOR ..... PER LF				
680.53	320	CONDUIT JACKING OR BORING				
680.6708	4	TRAFFIC SIGNAL POLE - POST TOP MOUNT, 8 FEET MOUNTING HEIGHT  FOR ..... PER EA				
680.730714	880	SIGNAL CABLE 7 CONDUCTORS, 14 AWG				
680.813103	16	PEDESTRIAN SIGNAL SECTION - TYPE 1, 12 INCH  FOR ..... PER EA				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
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BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #2

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.813105	8	PEDESTRIAN SIGNAL MODULE - 12 INCH, BI-MODAL HAND/MAN SYMBOLS, LED FOR ..... PER EA				
680.81330010	8	AUDIBLE PEDESTRIAN SIGNAL FOR ..... PER EA				
680.8142	4	PEDESTRIAN SIGNAL POST TOP MOUNT ASSEMBLY FOR ..... PER EA				
680.81500010	8	PEDESTRIAN COUNTDOWN TIMER MODULE FOR ..... PER EA				
680.8204	1	OVERHEAD SIGN ASSEMBLY, TYPE D FOR ..... PER EA				
685.11120009	1160	EPOXY REFLECTORIZED PAVEMENT STRIPES 20 MILS - HAND WORK FOR ..... PER LF				
697.03	4000	FIELD CHANGE PAYMENT For ONE DOLLAR AND NO CENTS PER DC		\$1 .00		\$4,000 .00
<b>CARRY FORWARD</b>						

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #2

		BROUGHT FORWARD		
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE	
			DOLLARS	CTS
			DOLLARS	CTS
699.040001	NEC	MOBILIZATION; MUST NOT EXCEED 4.00 % OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.  FOR ..... PER LUMP SUM		
SUBTOTAL \$				
PLEASE BE SURE BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS.  TOTAL OR GROSS SUM WRITTEN IN WORDS _____ \$				

EACH PROPOSAL MUST BE ACCOMPANIED BY CASH, CERTIFIED CHECK OR BID BOND PAYABLE TO THE ORDER OF THE "CITY OF PLATTSBURGH" IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE GROSS SUM BID.



LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
203.02	48	UNCLASSIFIED EXCAVATION AND DISPOSAL  FOR ..... PER CY				
206.03	60	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION  FOR ..... PER LF				
209.1702	1	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAG - TEMPORARY  FOR ..... PER CY				
304.12	27	SUBBASE COURSE, TYPE 2  FOR ..... PER CY				
402.098204	2	9.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION  FOR ..... PER TON				
402.258904	3	25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION  FOR ..... PER TON				
402.378904	10	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION  FOR ..... PER TON				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
407.0102	42	DILUTED TACK COAT  FOR ..... PER GAL				
418.7603	200	ASPHALT PAVEMENT JOINT ADHESIVE  FOR ..... PER LF				
608.0101	15	CONCRETE SIDEWALKS AND DRIVEWAYS  FOR ..... PER CY				
608.21000003	9	CAST IRON EMBEDDED DETECTABLE WARNING UNITS  FOR ..... PER SY				
609.0401	96	CAST-IN-PLACE CONCRETE CURB, TYPE VF150  FOR ..... PER LF				
609.0403	26	CAST-IN-PLACE CONCRETE CURB, TYPE M150  FOR ..... PER LF				
610.16010020	9	TURF ESTABLISHMENT - PERFORMANCE  FOR ..... PER SY				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
619.01	NEC	BASIC WORK ZONE TRAFFIC CONTROL  FOR ..... PER LS				
619.04	16	TYPE III CONSTRUCTION BARRICADES  FOR ..... PER EA				
619.1613	1	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT C)  FOR ..... PER INTM				
625.01	NEC	SURVEY OPERATIONS  FOR ..... PER LS				
635.0103	2680	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES  FOR ..... PER LF				
680.5001	1.2	POLE EXCAVATION AND CONCRETE FOUNDATION  FOR ..... PER CY				
680.510501	5	PULLBOX - RECTANGULAR, 26" X 18", REINFORCED CONCRETE  FOR ..... PER EA				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.520106	60	CONDUIT, METAL STEEL, ZINC COATED, 2 "  FOR ..... PER LF				
680.520108	330	CONDUIT, METAL STEEL, ZINC COATED, 3 "  FOR ..... PER LF				
680.53	330	CONDUIT JACKING OR BORING  FOR ..... PER LF				
680.6708	3	TRAFFIC SIGNAL POLE - POST TOP MOUNT, 8 FEET MOUNTING HEIGHT  FOR ..... PER EA				
680.700603	1	RISER ASSEMBLY, 1" DIAMETER  FOR ..... PER EA				
680.730714	1000	SIGNAL CABLE 7 CONDUCTORS, 14 AWG  FOR ..... PER LF				
680.77000205	1	MODIFY TRAFFIC SIGNAL INSTALLATION LOCATION 2  FOR ..... PER EA/LOC				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.79000205	1	REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 2  FOR ..... PER EA LOC				
680.80149305	1	NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET  FOR ..... PER EA				
680.813103	16	PEDESTRIAN SIGNAL SECTION - TYPE 1, 12 INCH  FOR ..... PER EA				
680.813105	8	PEDESTRIAN SIGNAL MODULE - 12 INCH, BI-MODAL HAND/MAN SYMBOLS, LED  FOR ..... PER EA				
680.81330010	8	AUDIBLE PEDESTRIAN SIGNAL  FOR ..... PER EA				
680.8141	1	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY  FOR ..... PER EA				
680.8142	3	PEDESTRIAN SIGNAL POST TOP MOUNT ASSEMBLY  FOR ..... PER EA				
			CARRY FORWARD			

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
680.81500010	8	PEDESTRIAN COUNTDOWN TIMER MODULE  FOR ..... PER EA				
680.8204	3	OVERHEAD SIGN ASSEMBLY, TYPE D  FOR ..... PER EA				
680.94000008	1	TRAFFIC SIGNAL SERVICE ENTRANCE  FOR ..... PER EA				
680.94997008	1	FURNISH AND INSTALL ELECTRICAL DISCONNECT GENERATOR TRANSFER SWITCH  FOR ..... PER EA				
680.95020615	30	SERVICE CABLE 2 CONDUCTOR NO. 06 AWG  FOR ..... PER LF				
680.95533211	1	METER CABINET  FOR ..... PER EA				
685.11120009	1610	EPOXY REFLECTORIZED PAVEMENT STRIPES 20 MILS - HAND WORK  FOR ..... PER LF				
CARRY FORWARD						

BIDDER'S NAME \_\_\_\_\_

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
697.03	4000	FIELD CHANGE PAYMENT		\$1 .00		\$4,000 .00
XXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXX	XXX
XXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR ..... PER	XXXXXXXX	XXX	XXXXXXXX	XXX
		CARRY FORWARD				

LOCAL PEDESTRIAN SAFETY ACTION PLAN  
 CITY OF PLATTSBURGH, NEW YORK PIN 70PS.03, LD036016

BIDDER'S NAME \_\_\_\_\_

ADD ALTERNATE #3

		BROUGHT FORWARD				
ITEM NUMBER	ESTIMATE OF QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS	DOLLARS	CTS
699.040001	NEC	MOBILIZATION; MUST NOT EXCEED 4.00 % OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.  FOR ..... PER LUMP SUM				
SUBTOTAL \$						
PLEASE BE SURE BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS.						
TOTAL OR GROSS SUM WRITTEN IN WORDS _____						

EACH PROPOSAL MUST BE ACCOMPANIED BY CASH, CERTIFIED CHECK OR BID BOND PAYABLE TO THE ORDER OF THE "CITY OF PLATTSBURGH" IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE GROSS SUM BID.



**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b>		<b>2. Status of Federal Action:</b>		<b>3. Report Type:</b>	
a. contract		a. bid/offer/application		a. initial filing	
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		b. initial award c. post-award		b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>		
Congressional District, if known:			Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>		
			CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>		
			\$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<p><b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		Date:
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

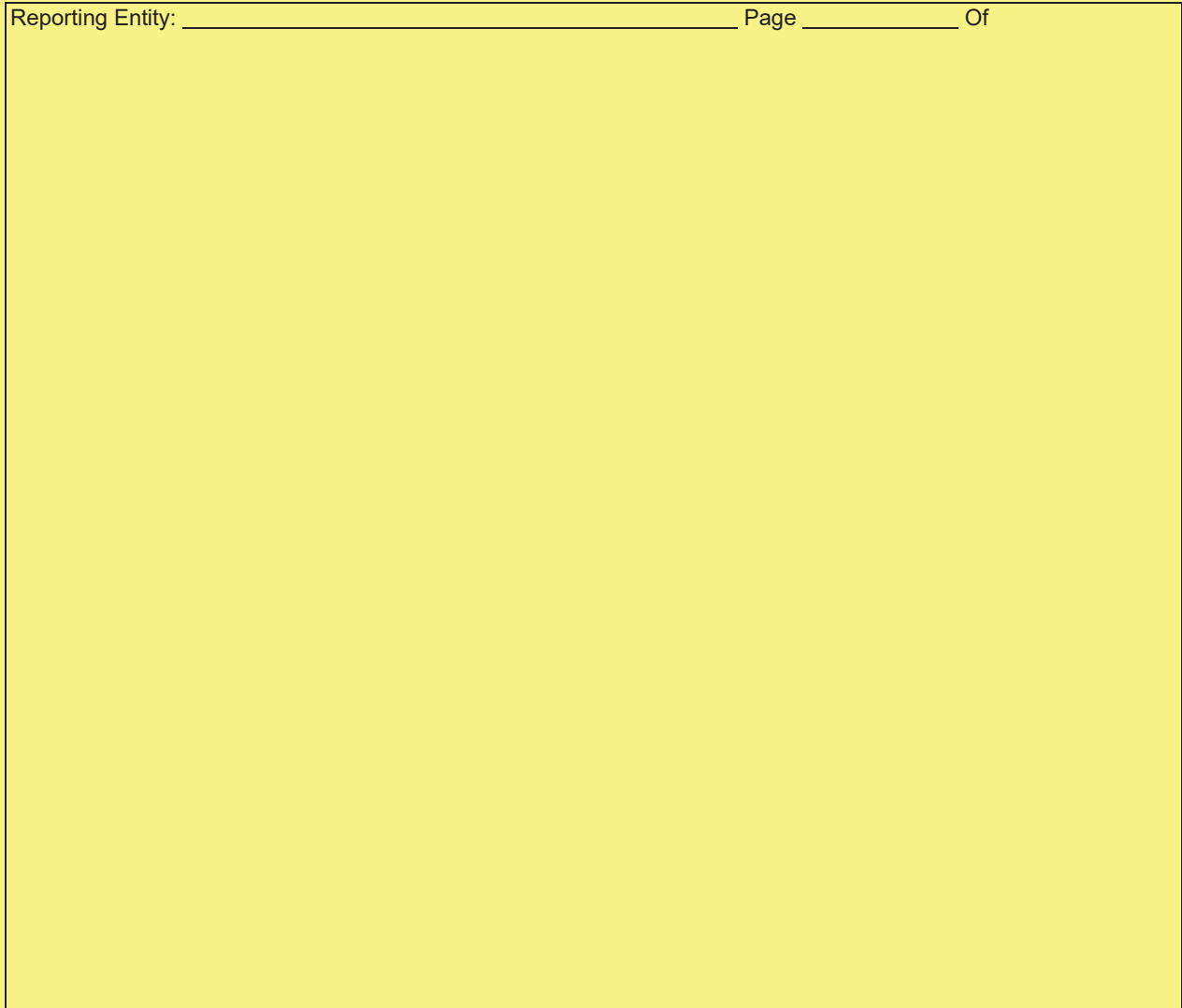
**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by  
OMB  
0348-0046

Continuation Sheet

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ Of \_\_\_\_\_



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## NON-COLLUSIVE BIDDING CERTIFICATIONS

### REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

“Section 139-d, SFL and Section 103-d, GML, “Statement of non-collusion in bids to the state.”

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

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

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

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

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non collusion as the act and deed of the corporation."

**REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

(A) 2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

**REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29**

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.**

**THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:**

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

Date:

(Legal Name of Person, Corporation, or Firm Which  
is Submitting Bid or Proposal)

BY: \_\_\_\_\_  
(Signature of Person Representing Above)

AS: \_\_\_\_\_  
(Official Title of Signator in Above Firm)  
(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally came \_\_\_\_\_, to me known and known  
to me to be the person who executed the above instrument, who being duly sworn by me, did  
depose and say that he/she resides at

\_\_\_\_\_, and that he/she is the  
of the

the corporation described in and which executed the above instrument, and that he/she signed  
his/her name thereto on behalf of said Corporation by order of the Board of Directors of said  
Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me  
personally came \_\_\_\_\_, to me known and known  
to  
me to be the person described in and who executed the above instrument, who, being duly  
sworn  
by me, did for himself/herself depose and say that he/she is a member of the firm of  
, consisting of himself/ herself and  
, and that he/she executed the foregoing instrument in the firm name of  
and that  
he/she had authority to sign same, and did duly acknowledge to me that he/she executed same  
as  
the act and deed of said firm of \_\_\_\_\_ for the uses  
and  
purposes mentioned herein.

\_\_\_\_\_  
Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK                    )  
  ) SS:  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me personally came \_\_\_\_\_, to me known and

known to me to be described in and who executed the foregoing instrument, and that he/she  
acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address: \_\_\_\_\_

Street or P. O. Box No.

\_\_\_\_\_  
City

\_\_\_\_\_  
State                                    ZIP

Federal Identification No.: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_

If Bidder is a Corporation:

President's Name & Address:  
\_\_\_\_\_

Secretary's Name & Address:  
\_\_\_\_\_

Treasurer's Name & Address:  
\_\_\_\_\_

If Bidder is a Partnership:

Partner's Name & Address:

---

Partner's Name & Address:

---

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

---

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,  
MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES**

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

**THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.**



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

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

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

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

\_\_\_\_\_  
Authorized Signature for Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

### CERTIFICATION OF BIDDER:

Bidder's Name: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_

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

Yes \_\_\_ No \_\_\_

If answer is yes, identify the most recent contract: \_\_\_\_\_

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

Yes \_\_\_ No \_\_\_

If answer is yes, identify the most recent contract: \_\_\_\_\_

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

Yes \_\_\_ No \_\_\_ None Required \_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title Typed

**RESOLUTION ACCOMPANYING BID**

(Corporate Bidders Only)

TO: \_\_\_\_\_  
(Name of Owner)

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

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

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Secretary: \_\_\_\_\_

Date: \_\_\_\_\_

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

**STATEMENT OF SURETY’S INTENT**

TO: CITY OF PLATTSBURGH:

We have reviewed the bid of \_\_\_\_\_ (Contractor)  
of \_\_\_\_\_  
(Address)

for:              Local Pedestrian Safety Action Plan  
                    City of Plattsburgh, New York

Bids for which will be received on:

\_\_\_\_\_, 20\_\_, (bid opening date) and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract. Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
(Surety’s Authorized Signature)

Attached Power of Attorney

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

**BID SECURITY**

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

**BIDDER'S ADDRESS**

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

The post office address of the bidder is

\_\_\_\_\_ (Street)

\_\_\_\_\_ (City and State)

IF A CORPORATION:

NAME

ADDRESS

\_\_\_\_\_ President \_\_\_\_\_

\_\_\_\_\_ Secretary \_\_\_\_\_

\_\_\_\_\_ Treasurer \_\_\_\_\_

IF A FIRM:

NAME

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CONFLICT OF INTEREST

### (A) AFFIDAVIT:

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

### (B) DUTY TO DISCLOSE:

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

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

### (C) DUTY TO MAINTAIN CONFIDENTIALITY:

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

**CONFLICT OF INTEREST**

**AFFIDAVIT**

STATE OF NEW YORK)

ss:

CITY OF PLATTSBURGH)

\_\_\_\_\_, being duly sworn, disposes and says that:

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

Dated: \_\_\_\_\_ 20\_\_

By: \_\_\_\_\_

Sworn before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



## **BIDDER REFERENCES**

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

**BIDDER'S NAME:** \_\_\_\_\_

**Date Filed:** \_\_\_\_\_

1. **Reference's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

2. **Reference's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

3. **Reference's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

4. **Reference's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

5. **Reference's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**FEDERAL AID PROJECT**

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION  
GOALS**

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE  
UTILIZATION REQUIREMENTS**

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOAL – 4%**

Information related to the current certification status of Disadvantaged Business Enterprises can be obtained by contacting the:

NYS Department of Transportation  
Office of Equal Opportunity Development and Compliance  
1220 Washington Avenue  
Building 4, Room G-16  
Albany, NY 12232  
(518)457-1128 or 457-1129

Disadvantaged Business Enterprise Officer:

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer

\_\_\_\_\_  
(Name, Title)

Telephone Number \_\_\_\_\_

**RETURN THIS PAGE WITH BID**

**UNIFORM REPORT OF DBE AWARDS OR COMMITMENTS AND PAYMENTS**

\*\*Please refer to the instructions sheet for directions on filling out this form\*\*

1. Submitted to (check only one)  X  FHWA  FTA--Vendor Number \_\_\_\_\_

2. PIN: \_\_\_\_\_

3. Federal fiscal year in which reporting period falls: FY 201X

4. Date This Report Submitted: \_\_\_\_\_

5. Reporting Period  Report due June 1 (for period Oct. 1 - Mar. 31)  Report due Dec. 1 (for period April 1 - Sept. 30)

6. Name of Recipient: \_\_\_\_\_

7. Annual DBE Goal(s): Race Conscious Goal \_\_\_\_\_ % Race Neutral Goal \_\_\_\_\_ % OVERALL Goal \_\_\_\_\_ 10 %

AWARDS OR COMMITMENTS MADE DURING THIS REPORTING PERIOD (total contracts and subcontracts awarded or committed during reporting period)	Race Conscious Goal		Race Neutral Goal		OVERALL Goal		Percentage of total dollars to DBEs			
	A	B	C	D	E	F		G	H	I
8. Prime contracts awarded this period										
9. Sub contracts awarded or committed this period										
<b>TOTAL</b>										

DBE AWARDS/COMMITMENTS THIS REPORTING PERIOD-BREAKDOWN BY ETHNICITY & GENDER	A		B		C		D		E		F		G		H		Year-End TOTALS
	Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other (i.e. not of any other group listed here)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (number)	Total to DBEs/Race Conscious (dollars)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (number)	
10. Total Number of Contracts (Prime and Sub)																	
11. Total Dollar Value																	

ACTUAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD	A		B		C		D		Percentage of Total DBE Participation
	Number of Prime Contracts Completed	Total Dollar Value of Prime Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)	Total DBE Participation (Dollars)	DBE Participation Needed to Meet Goal (Dollars)	Total DBE Participation (Dollars)	Percentage of Total DBE Participation		
12. Race Conscious									
13. Race Neutral									
14. Totals									

15. Submitted by (Print Name of Authorized Representative) \_\_\_\_\_

16. Signature of Authorized Representative \_\_\_\_\_

17. Phone Number: \_\_\_\_\_

18. Fax Number: \_\_\_\_\_

### Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN   
 Contract #   
 DBE Goal  % as Stated in the Advertisement

We hereby submit a DBE commitment of  % for the above-referenced project.

Identified below are the commitment(s) to certified\* DBE's for this contract:

<u>DBE Name:</u>	<u>Work Category*</u>	<u>Description of Work</u>	<u>DBE Credit % (A)</u>	<u>Commitment (B)</u>	<u>DBE Credit (AxB)</u>
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					
Address: <input type="text"/>					

\*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments. **Total Commitment:**

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Department, in accordance with NYSDOT Standard Specification §105-21.D.3.

*NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Pre-Award Unit, within 5 calendar days of notification.*

<u>*Key:</u>	<u>Work Categories:</u>	<u>DBE Credit %</u>
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

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

Local Pedestrian Safety Action Plan  
City of Plattsburgh  
PIN 70PS.03, LD036016,

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

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

Bidder

\_\_\_\_\_  
(Name, Title)

Date

\_\_\_\_\_

**RETURN THIS PAGE WITH BID**

## AGREEMENT

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

WITNESSETH:

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

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

**CONTRACT NO. LD036016**  
**Local Pedestrian Safety Action Plan**

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 days after the NOTICE TO PROCEED and will complete all work by 07/31/2022.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$<VALUE> or as shown on the BID schedule.
5. The undersigned further agrees to accept the Itemized Bid as compensation for the completion of the project as detailed in the contract documents.
6. The term "CONTRACT DOCUMENT" means and includes the following:
  - a. Notice to Bidders.
  - b. Specification Manual
  - c. Lump Sum Bid Proposal Form
  - d. Performance, Labor and Material Payment Bonds.
  - e. Drawings
  - f. Notice of Award/Notice to Proceed.
  - g. All addenda issued.
  - h. Change Orders.
7. The Contractor agrees to pay liquidated damages as outlined in the General Conditions Sections 2.11 and 2.12 if the work is not substantially complete beyond the specified completion date.
8. The CONTRACTOR shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the PROJECT provided that any such claim, damage, loss or expense is:
  - a. attributable to bodily injury, sickness, disease or death or to injury to or destruction of

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

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

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

CITY OF PLATTSBURGH

By: \_\_\_\_\_  
Christopher Rosenquest, Mayor

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME & TITLE

## CONTRACTOR'S PERFORMANCE & PAYMENT BOND

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

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

**Local Pedestrian Safety Action Plan**  
**PIN 70PS.03, LD036016**  
**City of Plattsburgh, Clinton County**

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

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

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



## CONTRACTOR'S PERFORMANCE & PAYMENT BOND

(Continued)

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

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

WITNESS OUR HANDS AND SEALS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Contractor

Witness

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

CITY OF PLATTSBURGH, NEW YORK

\*\*\*\*NOTICE OF AWARD\*\*\*\*

Issued to: Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company City/State/Zip \_\_\_\_\_

Bid Number and Title \_\_\_\_\_

Advertisement Date \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

City of Plattsburgh Resolution Number \_\_\_\_\_ Date \_\_\_\_\_

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

City of Plattsburgh Department of Public Works

Street Address \_\_\_\_\_

Post Office Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

By: \_\_\_\_\_  
Department Head Signature                      Typed Name/Title

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\*\*\*\*\*

**ACCEPTANCE OF NOTICE OF AWARD**

**NOTICE OF AWARD is hereby acknowledged and accepted.**

By: \_\_\_\_\_  
Authorized Signature                      Typed Name/Title

For: \_\_\_\_\_  
Organization

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF PLATTSBURGH, NEW YORK

\*\*\*\*NOTICE TO PROCEED\*\*\*\*

Issued to: Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company City/State/Zip \_\_\_\_\_

Bid Number and Title \_\_\_\_\_

Advertisement Date \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

City of Plattsburgh Resolution Number \_\_\_\_\_ Date \_\_\_\_\_

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

City of Plattsburgh Project Manager: \_\_\_\_\_

PH: \_\_\_\_\_ FAX \_\_\_\_\_ Mobile PH: \_\_\_\_\_ Email: \_\_\_\_\_

Project Engineer: \_\_\_\_\_

PH: \_\_\_\_\_ FAX \_\_\_\_\_ Mobile PH: \_\_\_\_\_ Email: \_\_\_\_\_

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

City of Plattsburgh Department of Public Works

\_\_\_\_\_  
Street Address PO Box City State Zip Code

\_\_\_\_\_  
Telephone Fax

By: \_\_\_\_\_  
Department Head Signature Typed Name/Title

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\*\*\*\*\*

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: \_\_\_\_\_  
Authorized Signature Typed Name/Title

For: \_\_\_\_\_  
Organization

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SITE ENTRY AGREEMENT AND INDEMNITY**

Date: \_\_\_\_\_

Owned and/or Operated by the following:

**CONTRACTOR:** \_\_\_\_\_ Print Name  
\_\_\_\_\_ Address  
\_\_\_\_\_  
( ) \_\_\_\_\_ Phone  
\_\_\_\_\_ Person to Contact

**SITE/PROJECT:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR:**

**APPROVAL OF OWNER:**

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

## **GENERAL CONDITIONS**

### **1. GENERAL CONDITIONS**

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

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

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

### **2. CONTRACT DOCUMENTS**

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

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

### **3. APPROVAL OF SUBCONTRACTORS AND MATERIALS**

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

### **4. INTERPRETATION OF DRAWINGS, ETC.**

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

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

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

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

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

## **5. ADDITIONAL WORK**

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

## **6. SAFETY PROVISIONS**

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

## **7. SANITARY REGULATIONS**

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

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

## **8. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION**

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

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

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

## **9. LABOR**

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

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

## **10. CLAIMS OR PROTESTS**

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

## **11. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES**

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

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

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

## **12. INFRINGEMENT OF PATENTS**

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



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

**13. DAMAGES**

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

**14. GUARANTEE/WARRANTY**

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

**15. STANDARDIZATION**

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

**END OF SECTION**

## DEFINITIONS AND TERMS

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

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

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

Under Section 101-02 – Definitions and Terms

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

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

Under Section 102 – Bidding Requirements and Conditions

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

## SUPPLEMENTARY CONDITIONS

### PART 1 – GENERAL

#### 1.01 DESCRIPTION

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

#### 1.02 PROPOPAL REQUIREMENTS AND CONDITIONS

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

#### 1.03 TIME FOR COMPLETION

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

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

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

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

#### 1.04 SPECIAL LABOR REQUIREMENTS

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

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

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

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

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

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

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

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

#### 1.05 NOTICE OF EMPLOYEES' RIGHTS: CONTRACTORS RESPONSIBILITIES

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

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

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

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

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

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



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

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

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

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

#### 1.06 SANCTION

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

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

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

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

**DIG SAFELY NEW YORK**

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

**Phone 1-800-962-7962.**

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

Ticket No. \_\_\_\_\_ Today's Date \_\_\_\_\_

Excavating Company \_\_\_\_\_

Caller's Name \_\_\_\_\_

Excavator's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Fax # \_\_\_\_\_ Phone # \_\_\_\_\_

Ext. \_\_\_\_\_

Call Back (Person or Phone #) \_\_\_\_\_

Excavation Site: State \_\_\_\_\_ City \_\_\_\_\_

Name of Town, Village or City \_\_\_\_\_

Street Address of Work Site \_\_\_\_\_

Nearest Intersecting Street \_\_\_\_\_

Are you working within 500' of a:

Traffic Signal \_\_\_\_\_ No \_\_\_\_\_ Yes Intersection \_\_\_\_\_ No \_\_\_\_\_ Yes

Other pertinent details/additional site information \_\_\_\_\_

Work Date \_\_\_\_\_ Time \_\_\_\_\_

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

Type of Work \_\_\_\_\_

Are you blasting? \_\_\_\_\_ No \_\_\_\_\_ Yes Means of Excavation \_\_\_\_\_

Done for (if applicable) \_\_\_\_\_

Field Contact (Name) \_\_\_\_\_

Cellular or Field Office # \_\_\_\_\_

Dig Safely NY Members Contacted:

\_\_\_\_\_

**REMINDER: NON-MEMBER UTILITIES MUST BE CONTACTED SEPARATELY**

### **POTENTIAL LEAD AND/OR ASBESTOS CONTAINING MATERIALS (ACM)**

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

### **POTENTIAL CONTAMINATED MATERIALS**

A contaminated materials and hazardous substances screening was conducted for this project and is available for the Contractor's review. The purpose of the screening was to identify recognized environmental conditions (REC) which would point towards the likelihood of encountering contaminated materials or hazardous substances during construction phases of the project. A REC is the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water or surface water of the property.

This screening revealed no evidence of a Recognized Environmental Condition except for:

- NYSDEC records indicating a fuel spill at the northeast corner of Cornelia and Broad Streets (Stewart's Shops). The incident is closed and no contaminated soil is expected to be encountered. If the Contractor encounters any suspect soil, notify the Engineer in Charge immediately.

### **SUBMITTALS**

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

### **Shop Drawings:**

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

### **Procedures for Material Certifications:**

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

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

### **Procedure for Delivery Tickets:**

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

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

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

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

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

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

Asphalt will be provided only by NYSDOT approved plants.

**REQUEST FOR INFORMATION (RFI) PROCESS:**

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

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

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

The RFI process shall be as follows:

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

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

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

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

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



**DRAFT - NOT FOR**

**USE**

**REQUEST FOR INFORMATION**

Office Use Only – RFI#  
\_\_\_\_\_

**Project Name:** \_\_\_\_\_

FROM  
Name:  
Company:  
Phone:  
Email:

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

CONTRACTOR'S REQUESTED REPLY DATE:

COPIES TO: *(Copies originating from Contractor)*

DESCRIPTION: Full description of question or information requested.

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

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

SENDER'S RECOMMENDATION:

ENGINEER'S REPLY:

By: \_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

Copies To:





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

## Submittal Cover Sheet

Transmittal No. \_\_\_\_\_ Date: \_\_\_\_\_

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

<b>Item No. &amp; Description:</b>	_____
<b>Supplier:</b>	_____
<b>Manufacturer:</b>	_____

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

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