

**LEGAL NOTICE**  
**BD – 12 – 17**

Sealed bids will be received by the officers of the Board of Public Utilities (BPU), City of Jamestown, New York, at its 92 Steele Street office until **1:00 PM EDT on Monday, October 16, 2017** for Road Hole Repair.

Detailed specifications and bid forms may be obtained at the office of the Board of Public Utilities located at 92 Steele Street, Jamestown, New York, or at [www.jamestownbpu.com](http://www.jamestownbpu.com), under Quick Links, choose Legal Notice.

The BPU reserves the right to reject any or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the BPU deems to represent the prudent and economical expenditure of the public monies for the benefit of its customers by securing the maximum quality at the lowest possible cost.

Bids shall be placed in a sealed envelope addressed to the General Manager, Board of Public Utilities, City of Jamestown, New York, be plainly marked on the outside, "**PROPOSAL NO. BD-12-17**" and be delivered at the Board's office located at 92 Steele Street.

David L. Leathers, General Manager  
Board of Public Utilities  
City of Jamestown  
92 Steele Street  
Jamestown, New York 14701

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**INSTRUCTION TO BIDDERS**

## **1.0 INSTRUCTION TO BIDDERS**

Proposals for the work referred to in the foregoing Legal Notice and covered by the attached Specifications, must be submitted within the specified time and must be accompanied by such information as the Specifications require. When bidding on this work, Bidders shall use the forms included with these Specifications, returning the same, intact, with such supplementary specifications, data, drawings, etc., as are to be included. All requirements in the way of deposits or bonds as evidence of good faith must be complied with.

A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any change in price or other details be made by letter, telegram, or verbal statement. The prices and other information must be legibly written (or printed) in ink, the bid price, or prices being written in words as well as figures. **All items must be bid. This bid will be awarded as a whole package to one bidder, will not be sub-divided.**

**The Jamestown BPU will have the option of extending the annual bid for one additional year if agreed upon with current contract holder.**

Bidders must acquaint themselves fully with the amount and nature of the work to be done by carefully studying the Specifications and drawings and by visiting the site, examining existing construction, and inquiring into any local conditions which may affect their work.

No bid will be accepted from, nor will any contract be awarded to any person or company who is in arrears with the Board of Public Utilities upon debt or contract, or who is in default, as surety or otherwise, upon any obligation to said Board or whose work has heretofore proven unsatisfactory or dilatory.

Each proposal shall be accompanied by a Proposal Bond issued by a surety company authorized by license to write insurance contracts in New York State and rated "A" or better by A. M. Best Company, Inc. in Best's Key Rating Guide, and otherwise acceptable to the BPU, or by a certified check on solvent bank in an amount of at least ten percent (10%) of the amount bid, as an evidence of good faith that the Bidder will, within ten (10) days after the date of notification that its Proposal has been accepted, enter into a contract with the Board of Public Utilities of the City of Jamestown (BPU), New York, to execute its proposal. If a certified check is furnished, it shall be drawn to the order of the Treasurer of the City of Jamestown, New York. If a Performance Bond is furnished, it shall be on the blank form attached hereto.

Each Bidder shall furnish with the Proposal, a "Statement of Surety" to the effect that, should the bid be accepted, the Surety is willing to provide a Performance Bond in the sum of one hundred percent (100%) of the contract price, conditioned upon the faithful and satisfactory performance of all obligations and requirements of the contract and guaranty of materials and workmanship for 12 months following final acceptance of the work by the BPU.

If the Bidder to whom this Contract is awarded fails to sign same, and provide the required Performance Bond within ten (10) days after the award is made, the award may be canceled and in that event, the Bidder will forfeit to the BPU such portion of the check or Proposal Bond as may be required to pay the difference between its bid and that of the Bidder who shall eventually accept and fulfill the contract, or shall be used to reduce the cost of the work if done by the BPU.

A bid which is not accompanied by the required certified check or Proposal Bond, or a bid which is incomplete or which contains alterations, erasures, discrepancies, or a conditional proposal, or a bid in which the surety company is not named, may be rejected. All certified checks will be returned to their respective depositors immediately after the contract has been signed and the Contractor's Performance Bond herein required has been furnished and approved by the BPU's properly authorized representatives.

The Bidder to whom this work is awarded will be required to execute a contract and submit the required Performance Bond and insurance certificates within ten (10) days after the contractor is given notice of the award. In case of failure or neglect to do so, said Bidder will be considered as having abandoned the contract and as in default to the BPU and thereupon the work may be awarded to the next lowest and acceptable Bidder, or may be re-awarded and re-let, and the Bidder so defaulting with its Performance Bond surety, will be held responsible for the difference between the sum to which it would have been entitled on the completion of the work, and that which the BPU may be obliged to pay to any higher and acceptable Bidder to whom the contract may be later awarded.

The BPU reserves the right to reject any bid or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the BPU deems to represent the prudent and economical expenditure of the public moneys for the benefit of the BPU's ratepayers by securing the maximum quality at the lowest possible cost.

All proposals shall be submitted in an opaque sealed envelope or package plainly marked on the outside with the name, address, and phone number (including FAX number) of the person, firm, partnership, or corporation bidding and the name of their respective representatives whom they expect to be present when the bids are opened. The SPECIFICATION - PROPOSAL - CONTRACT NUMBER on which the bid is submitted shall be plainly marked on the outside of the sealed envelope containing the bid. If forwarded by US Mail, the envelope containing each proposal shall be placed in another envelope addressed to Mr. David Leathers, General Manager, Board of Public Utilities, P O Box 700, Jamestown, New York 14702-0700. If forwarded otherwise than by US Mail, it must be delivered to Mr. David Leathers, General Manager, Board of Public Utilities, 92 Steele Street, Jamestown, New York 14701.

An original and two (2) complete copies of the Proposal shall be provided in sealed envelopes marked "BD-12-17 - COPIES" and include the bidders information as indicated above.

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be cause for the rejection of all proposals in which it has been interested. Any or all proposals will be rejected if there is reasonable ground for supposing that there is collusion among bidders, and all participants in such collusion will receive no further recognition for this work.

The Bidder shall submit a complete proposal providing prices for all options and supply any information (with the proposal) which may be required to completely evaluate its proposal or the bid may be declared irregular.

If the Bidder should encounter any condition not provided for in the Contract Documents, that will affect its bid or the performance of its contract obligations should the Bidder be awarded the contract, the Bidder shall notify the BPU in writing, at least five (5) days prior to the opening of the bids and enclose a copy of such letter with the bid.

## **1.1 DEFINITION OF TERMS**

The terms and expressions used in these specifications and contract shall be understood as follows:

The word "BPU" or "JBPU" to mean the City of Jamestown, New York acting through its Board of Public Utilities.

"Bid Specifications" refers to the entire package of documents.

The word "Bidder" to mean any individual, firm or corporation submitting a proposal to the Board of Public Utilities of the City of Jamestown, New York.

"Contract" shall refer to the document executed by the parties which incorporates the Bid Specifications into an agreement.

The word "Contractor" to mean any individual, firm or corporation undertaking this contract with the City of Jamestown, New York.

The word "General Manager" to mean the General Manager of the Board of Public Utilities, City of Jamestown, New York.

The word "Inspector" to mean the person appointed to inspect the materials used and the work performed under this contract.

"Performance Bond" shall be interpreted to mean a document or documents executed by the contractor and a financial guarantor (surety) providing a financial guaranty that the Contractor will perform the work contracted for and will pay all subcontractors and material suppliers. The term Performance Bond shall include "Payment Bond."

"Proposal Bond" shall mean the written financial guaranty of a financial guarantor (surety) that the bidder will execute a contract with the BPU upon notification that the bid has been awarded to that contractor.

The word "days" when used in this contract shall be held to mean calendar days unless otherwise specified.

The "amount of the contract" shall be held to mean the total amount bid in the

Contractor's proposal.

The word "Vendor" shall be held to have the same meaning as "Contractor" .

## **1.2 AUTHORITY OF BIDDERS**

If the bid is made by a firm or partnership, the name and the place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing the bid shall state under the laws of what state the corporation was chartered and the name and title of officer or officers having authority under the by-laws to sign contracts. Anyone signing a proposal as agent must file it with legal evidence of their authority to do so.

## **1.3 INTERPRETATION OF SPECIFICATIONS**

The documents in this bid package are collectively intended to describe and provide for the complete work and each form a part of the Contract (s). They are to be cooperative and what is called for by one is as binding as if called for by all. It is important, therefore, that Bidders familiarize themselves with all documents.

## **1.4 STANDARDS AND SUBSTITUTIONS**

The names or make of any article, device, material, form of construction, fixture, etc., named in these specifications whether or not the words "or equal" are used, shall be known as "standard".

All proposals shall be based on the standards specified.

Where two or more standards are named together, Bidders may bid on any of the standards named, regardless of the order in which they are named.

Bidders are invited to submit substitutions for the standards specified, provided:

1. They name the substitution bid upon and the additions or deduction they will make to, or from their base bid provided each substitution is approved by the BPU.
2. The substitute bid upon shall be written on a substitute blank and attached to the formal proposal.
3. The complete specifications and a description of the substitution bid upon shall be furnished to the BPU prior to the award of the contract.

If the Bidder names no substitutions, the standards as specified shall be used.

## **1.5 EXCEPTIONS**

Any exceptions to the bidding specifications shall be noted on the Proposal Form in the space provided, if additional space is required the Bidder shall note in the space that the

exceptions are stated on an attached page(s). The attached page(s) shall be numbered and inserted immediately following the signature page of the Proposal Form and clearly titled "EXCEPTIONS"

## **1.6 BULLETINS**

It shall be understood that any bulletins issued from time to time to furnish additional information to the bidders shall become an integral part of these specifications. Receipt of bulletins shall be acknowledged by the bidders in the space provided therefor on the proposal sheet.

### NOTES:

(A) The bidding documents may be obtained at the offices of the Board of Public Utilities by any approved bidder.

(B) Bidders should provide any questions concerning the proposal in writing. The questions and requests for information should be submitted in writing to the following address, all questions submitted will be answered in writing along with any documentation being sent to all prospective bidders and who have previously obtained the bid documents. Address all correspondence to:

Todd Hoaglund, Purchasing Manager  
Jamestown Board of Public Utilities  
P. O. Box 700  
Jamestown, New York 14702-0700  
(716) 661-1662  
FAX (716) 661-1675



## **LEGAL REQUIREMENTS**

### **2.0 INTERPRETATION OF SPECIFICATIONS**

Should any misunderstanding arise as to the intent or meaning of the plans or Bid Specifications, or any discrepancies appear in either, the decision of the General Manager in such case shall be final and conclusive.

No person or persons except the General Manager or his designee shall have the power to revoke, alter, enlarge, or relax the stipulations or requirements of these specifications. No interpretation of the meaning of the plans, specifications or other documents will be made by the JBPU to any bidder orally. Every request for interpretation shall be made to the JBPU in writing at the address listed herein, and must be received seven (7) days prior to the date fixed for the opening of bids. Each response will be transmitted to each bidder that received a copy of the Bid Specifications.

### **2.1 ORAL STATEMENTS NOT BINDING**

It is understood that the written terms and provisions of these specifications, as incorporated into a Contract, supersede all prior oral statements of officers of all parties to the Contract and such statements shall not be effective or be construed as entering into or forming part of, or altering in any way, the written Contract.

### **2.2 SUITS IN COURTS**

These Bid Specifications, and any Contract incorporating them, shall be interpreted in accordance with the laws of the State of New York. Any action brought against the JBPU or its officers or agents under this Contract shall be brought in the courts of the State of New York, Chautauqua County.

### **2.3 LAWS TO BE OBSERVED**

The Contractor at all times shall observe and comply with all Federal, State and City laws, ordinances, and regulations, in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those that may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the JBPU and all its offices, officers, agents, and employees, against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by the Contractor, or its employees or subcontractors.

## **2.4 PREVAILING WAGES**

Work performed under this contract is public work subject to New York State Prevailing Wages for Chautauqua County. The relevant prevailing wage schedule and other applicable requirements may be viewed by referencing the New York State Department of Labor information at the following web address:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1423399>

The Contractor shall post the prevailing wage schedule at the job site in an area that is visible to employees. All employees performing work pursuant to this contract, whether employed by the Contractor or subcontractors thereof, shall be paid in accordance with the prevailing wage schedule. The Contractor shall provide the BPU with copies of certified payrolls upon request.

## **2.5 SAVE HARMLESS**

Contractor agrees to indemnify and save harmless the JBPU from and against any loss, expense, claims by reason of damage to property, or for bodily injury or both arising out of the performance of this Contract where such damage or injury is attributable to the negligence of Contractor or its subcontractors, and in the event that such damage or injury is caused by the joint or concurrent negligence of the JBPU, the loss shall be borne by the Contractor and the JBPU proportionately to their degree of negligence.

## **2.6 INDEPENDENT CONTRACTOR**

The relationship between the Contractor and JBPU shall be that of an independent contractor and not that of agent or employee. The Contractor, its employees, subcontractors and material suppliers shall, at all times during the term of the contract, conduct themselves in a matter consistent with this status and shall not hold themselves out as, or claim to be, acting in the capacity of officers, employees, agents, representatives or servants of the BPU, nor make any claim, demand or application for any right or privilege applicable to an employment relationship, nor have the right to bind the BPU to any obligation or liability to any third party.

## **2.7 SUBCONTRACTORS**

No part of this Contract shall be assigned, nor the work be sublet, to any contractor or subcontractor without the express written consent of the BPU upon a written request by the Contractor. Permission by the BPU to sublet or subcontract all or any portion of the work shall not relieve the Contractor from full responsibility for the work included in this contract, and for the due performance of all the terms and conditions of this contract. The BPU will not grant authority to assign or subcontract any work unless and until the Contractor has furnished the BPU with satisfactory evidence that the contractor is able to meet the insurance requirements to

the same extent and in the same manner as herein provided to be furnished by the Contractor.

## **2.8 HAZARDOUS WASTES**

Unless stated otherwise in the Technical Specifications, the Contractor shall be responsible for the removal of all hazardous wastes used or generated on the site under this contract.

## **2.9 INSURANCE**

The Contractor shall procure and maintain at its own expense and without expense to the JBPU, until final acceptance by the JBPU of the work covered by the contract, and covering the full periods covered by the contract, insurance for liability for damages of the kinds and in the amounts hereinafter provided. Said insurance shall be procured through insurance companies authorized by license to write insurance contracts in New York State and rated "A" or better by A. M. Best Company, Inc. in Best's Key Rating Guide, and otherwise acceptable to the JBPU covering all operations under the contract whether performed by it or by subcontractors. Before commencing the work, the Contractor shall furnish to the JBPU a certificate or certificates of insurance in forms satisfactory to the JBPU showing that it has complied with this paragraph. The kinds and amounts of insurance are as follows:

	COVERAGE	LIMITS OF LIABILITY
1.	Worker's Compensation Including U S L & H	Statutory
2.	Employer's Liability Including: Owned, non-owned, hired Including: Environmental Restoration Endorsement	\$1,000,000 occurrence BI & PD Combined
3.	Comprehensive Automobile Liability Including: Owned, non-owned, hired Including: Environmental Restoration Endorsement	\$1,000,000 each occurrence BI & PD Combined
4.	Comprehensive General Liability Including: Premises & Operations; X, C, U Coverage's; Personal Injury Liability; Completed Operations & Product Liability; Environmental Impairment Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate, BI & PD Combined
5.	Umbrella Liability - First Layer	\$5,000,000 per occurrence
6.	Builder's Risk	Full Replacement Value

**Notes:** U S L & H - United States Longshoreman & Harbor Compensation Act  
X - Explosion  
C - Collapse  
U - Underground  
BI - Bodily Injury  
PD - Property Damage

All policies of insurance for public liability as above provided shall name the Board of Public Utilities and City of Jamestown as an additional insured and provide for a 30 day notice prior to cancellation. In the event that the Contractor fails to meet these requirements for the duration of the contract, the JBPU may continue the Contractor's insurance or procure insurance protecting the interests of the JBPU at the expense of the Contractor.

THE FOLLOWING PARAGRAPH MUST BE TYPED ON THE CERTIFICATE OF INSURANCE TO INDICATE THAT THE INSURANCE POLICIES INCLUDE THE CONTRACTOR'S INDEMNIFICATION OBLIGATION:

**"The Contractor shall indemnify, hold harmless and defend the Jamestown Board of Public Utilities of from any and all damages and liability by reason of personal injury, or property damage arising either directly or indirectly from the work to be performed under the terms of this contract."**

Included with the Proposal the Person(s) shall supply either a certificate showing the meeting of the above levels of insurance, or a statement from its insurance agent that the above levels will be supplied.

If the Contractor proposes the furnishing of insurance levels lower than those indicated above it shall be so stated and noted as an exception to the proposal. In making the exception the Contractor shall indicate the cost of obtaining the limits requested herein, as a deduction to the base bid to arrive at the Contractor's proposed levels. Where possible the Contractor shall supply as much detailed information including costs for various levels of insurance to allow complete evaluation of its proposal.

## **2.10 PATENTS**

The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the JBPU and pay any award of damages assessed against the JBPU in such suits or proceedings, insofar as the same are based on any claim that the said apparatus or any part thereof constitutes an infringement of any patent of the United States, provided the JBPU gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its Counsel to defend the same and give the Contractor all needed information, assistance, and authority to enable the Contractor so to do. In case such apparatus is in such suit held to constitute infringement and its use is enjoined, the Contractor, within a

reasonable time, will either secure for the JBPU a license or will, at its own expense, replace such apparatus with non-infringing apparatus or modify it so that it becomes non-infringing or remove the said enjoined apparatus and refund the sums paid therefor. In the event any or all apparatus need be replaced, the replacing apparatus shall be to the satisfaction of the JBPU. The foregoing (patent indemnity) shall not apply to any apparatus furnished or specified by the JBPU and/or agents.

## **2.11 NO WAIVER OF LEGAL RIGHTS**

Neither the inspection by the JBPU, nor by any of its duly authorized agents, nor any order, measurement, or certificate by the JBPU, or said agents nor any orders by the JBPU for the payment of money, nor any payment for, nor acceptance of, any work by the JBPU, nor any possession taken by the JBPU or its duly authorized agents, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the JBPU, or any right to damage herein provided, nor shall any waiver of breach of this Contract be held to be a waiver of any subsequent breach.

## **2.12 CONFLICTING TERMS**

The terms of this Bid Specification shall be incorporated into any contract arising therefrom. If any conflict arises between these Specifications and a subsequent Contract, the terms of the Contract shall prevail.

## **2.13 USE OF BPU TOOLS AND EQUIPMENT**

Unless specifically provided for in the Technical Specifications, the use of BPU tools and equipment in the performance of the work specified herein shall be prohibited. In the event that use of BPU tools or equipment is permitted under the Technical Specifications, the Contractor shall only allow individuals who have received the proper training to use the tools or equipment. The Contractor shall indemnify and hold the BPU harmless from injury or accident caused as a result of the use of BPU tools or equipment.

## **FINANCIAL**

### **3.0 INTENT AND MEANING OF SPECIFICATIONS**

It is the intent and meaning of the specifications that the price bid is to include all expenses in connection with furnishing all labor, materials, tools, equipment, and supervision to completely perform the items covered by the attached Technical Specifications, whether or not all items necessary for such complete assembly of the items of equipment are mentioned in these specifications (except those items which are specifically stated to be furnished by the JBPU).

### **3.1 PERFORMANCE GUARANTY**

The Contractor shall furnish a Performance Bond to the JBPU in the amount of one hundred percent (100%) of the contract price as a guaranty that all work done under this contract will fully comply with the requirements of the plans and specifications. This bond shall be issued by a surety company authorized by license to do business in the State of New York, and the company issuing the bond shall be rated "A" or better by A. M. Best Company, Inc. in Best's Key Rating Guide. The Performance Bond shall guaranty the workmanship and materials required by the Bid Specifications and, if the Contractor uses subcontractors or material suppliers, the Performance Bond shall include a payment bond to guarantee the payment to subcontractors and material suppliers. The Performance Bond shall not expire earlier than six months after the expiration of the Contract, including all warranty periods.

### **3.2 TERMS OF PAYMENT**

Payments on account of the work done by the Contractor will be made by the JBPU on monthly detailed invoices submitted by the Contractor and approved by the General Manager of the Board of Public Utilities.

Ten percent (10%) of the amount of each invoice will be deducted and retained by the JBPU pending final completion and acceptance of the work by the JBPU, including a lien search. Invoices submitted on or before the first day of each calendar month will be paid on or before the 25th day of the same month providing the invoice is approved by the General Manager of the Board of Public Utilities. The JBPU reserves the right to retain additional amounts equal to the value of mechanics liens properly filed. Said retained amounts shall be paid to the Contractor upon proof of release of mechanics liens.

Monthly invoices will not include any allowance for raw material delivered to the site of the work which has not been actually used in the progress of the construction of the work contemplated by these specifications unless agreed to by the Contractor and the JBPU. A partial payment of this contract will in no way signify the final approval of any portion of the work.

Final payment of the contract price, including retained percentages, will be made after the regular Board meeting, normally the third Tuesday of the month, following the final acceptance of the work by the JBPU, the submission of the maintenance guarantee as required by these specifications and the furnishing by the Contractor of satisfactory releases of claims, liens, and claims for liens of subcontractors, workmen, vendors of material and equipment and all other persons and/or firms in any way performing service or furnishing labor, equipment, or materials to the Contractor in connection with the project covered by these specifications.

### **3.3 CHANGES IN WORK**

In case it becomes necessary to perform extra work of a character not covered by this contract, or the JBPU desires to omit some work specified in the work scope, it shall be done by the Contractor when so agreed upon by the JBPU and Contractor in writing in the form of a Change Order. Extra work shall be paid for by the JBPU on the same basis as contract work. Omitted work shall be taken as a deduction against future payments.

### **3.4 INCIDENTAL WORK AT CONTRACTOR'S EXPENSE**

All work to be done by the Contractor, specified or mentioned in the plans or specifications, as well as minor details of work not specifically mentioned but obviously necessary for the proper completion of the work, shall be considered as incidental, and as being a part of, and included in, the contract. The Contractor will not be entitled to any extra or additional compensation for the same.

### **3.5 PURCHASER NOT LIABLE**

Neither the JBPU, nor any agent, officer, nor representative thereof, shall be liable for, or be held to pay any money to the Contractor, except as herein provided; and the acceptance by the Contractor of the final payment shall operate as and shall be a release to the JBPU, its officers, and agents, from all claims and liability to the Contractor for anything done, or furnished for, or relating to the work, or for any act or neglect of the JBPU or any person relating to or affecting the work.

### **3.6 ACCEPTANCE**

Acceptance shall be made by the JBPU based on the compliance of the equipment with the specifications requirements, as determined by the General Manager. Compliance shall be judged by the results of test, operation and inspection.

The Contractor hereby agrees that the final inspection and acceptance of the work is to take place at the completion of the entire work under the contract, and that any inspection or acceptance of materials and workmanship at the mills, shops, or elsewhere, to facilitate the progress of the work shall not waive the JBPU's right to reject said materials or workmanship thereafter if same be found unsuitable or not in complete accord with the specifications.



**FORMS TO BE COMPLETED**  
**BY CONTRACTOR For BD-12-17**

<b><u>Document</u></b>	<b><u>Required (Y /N)</u></b>	<b><u>Provided</u></b>
Bidder's Federal Tax Identification Number:	<u>Yes</u>	_____
Guaranty for Proposal Contract (Proposal Bond)	<u>Yes</u>	_____
-or-		
Certified Check (if permitted in bid specifications)	<u>Yes</u>	_____
Form of Proposal	<u>Yes</u>	_____
Statement of Surety related to Performance Bond	<u>Yes</u>	_____
Non-Collusive Bidding Certification (provide one)		
(Corporation)	<u>Yes</u>	_____
(Individual or Partnership)	<u>Yes</u>	_____
Site Visit Certification	<u>No</u>	_____
Construction Schedule Form	<u>No</u>	_____
Contractor Qualifications	<u>Yes</u>	_____
Contract (at time of award)	<u>Yes</u>	_____
Insurance Certificate or Statement from Agent	<u>Yes</u>	_____
Exceptions to Bid (list on Page 3 Section 4 "Form of Proposal"):		

**PROPOSAL BD-12-17**  
**FORM OF PROPOSAL**

Board of Public Utilities  
City of Jamestown, New York

Date \_\_\_\_\_

Gentlemen:

The undersigned, a \_\_\_\_\_ (individual, partnership, corporation) represented by \_\_\_\_\_ proposes to furnish all of the engineering, labor, material, equipment, tools, scheduling, permits, licensing, and supervision required to perform all of the work covered by the accompanying specification BD-12-17.

**We (I) the undersigned declare that we (I) have carefully examined the specifications and will fully comply with the requirements of the specifications except as noted below (list all exceptions taken and provide additional pages if necessary):**

#1 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Description of exception  
(include proposed substitution):

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#2 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Description of exception  
(include proposed substitution):

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#3 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Description of exception  
(include proposed substitution):

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The above proposal is based on the receipt of bulletin(s) No.(s) \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**By:** \_\_\_\_\_,  
**(Signature of Contractor's Representative)** **(Print Name)**

**Title:** \_\_\_\_\_, **Date** \_\_\_\_\_

**GUARANTY FOR PROPOSAL CONTRACT**  
(Proposal Bond)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a corporation organized and having principal offices at \_\_\_\_\_ are held and firmly bound unto in the penal sum of \$ \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, to be paid to \_\_\_\_\_ or to its certain attorneys, successors, or assigns; for which payment will and truly to be made we bind ourselves, our successors, and assigns, jointly and severally by these presents.

WHEREAS \_\_\_\_\_ has presented a proposal to the Board of Public Utilities, of the City of Jamestown, New York on the foregoing proposal sheets.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said proposal, herewith accompanying, dated \_\_\_\_\_ be accepted as to any or all of the items offered, and if within ten (10) days after notice of such acceptance, said Person shall enter into contract with the Board of Public Utilities, of the City of Jamestown, New York and shall furnish a bond with good and acceptable sureties, as required, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the \_\_\_\_\_ has caused its corporate seal to be hereto affixed this \_\_\_\_\_ day of, \_\_\_\_\_, and these presents to be signed by its \_\_\_\_\_ pursuant to a resolution of its \_\_\_\_\_ passed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ A.D., a certified copy of which resolution is hereto attached.

**STATEMENT OF SURETY**  
Regarding Performance Bond

Having examined the "General Provisions" and "Technical Specification", and the proposal of \_\_\_\_\_ hereto attached, we hereby declare that, if said proposal or any part thereof be accepted, we are willing to be bound with said Person(s) in the sum of one hundred percent (100%) of the Contract Price, conditioned upon the faithful and satisfactory performance of all the obligations and requirements of the Contract.

Surety \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

As \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

1) The prices of this proposal 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.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer, this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporation)

By \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
(Title of Officer Executing)

Individual or Partnership

**NON-COLLUSIVE BIDDING CERTIFICATION**

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 their knowledge and belief:

1) The prices of 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.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Dated \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
or if partnership

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
(Signature of Partner)

By \_\_\_\_\_  
(Signature of Partner)

**SITE VISIT CERTIFICATION**

N/A



**BD-12-17**  
**BIDDING AND CONSTRUCTION**  
**SCHEDULE FORM**

Following is the proposed schedule to be followed for this bid.

<u>Date</u>	<u>Milestone</u>
September 19,2017	Bid Announcement
Not Applicable	Prebid Meeting BPU Board Room
October 16, 2017	Bid Opening BPU Board Room 1:00 PM
October 23, 2017	Tentative Bid Award Date

## CONTRACT

It is agreed between \_\_\_\_\_ a domestic corporation, herein after called "Contractor", and the City of Jamestown, New York, by its Board of Public Utilities a municipal corporation, hereinafter called "City", as follows:

1. The Contractor covenants with the City to provide the necessary engineering, materials, equipment, and technical supervision to perform Road Hole Repair BD-12-17

2. It is agreed the Contractor's proposal of \_\_\_\_\_, 2017, is made part of this instrument and is as binding upon both parties as is if incorporated herein in detail.

3. The Contractor covenants to and with the City:

(a) That the provisions of the Charter and Ordinances of the City and of the Laws of the State of New York relating to municipal contracts applicable hereto including but not limited to Sections 103a, 103d, 108, and 109 of the General Municipal Law, are hereby made part of this contract as though set forth fully herein and the parties hereto hereby agree to comply with all the requirements contained therein; and that in the event of the failure of the Contractor to so comply, the City of Jamestown may at its election declare this agreement to be void and of no effect or may resort to any other legal remedy. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein; and if through mistake or other wise any such provision is not inserted or is incorrectly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

(b) That pursuant to Section 103a of the General Municipal Law, upon the refusal of a member, partner, director or officer of the Contractor, 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 there 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) the Contractor and such member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with 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 on or after July 1, 1959 or with any fire district or any agency or official thereof on or after September 1, 1960, 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.

(c) That pursuant to Section 103d of the General Municipal Law, the Contractor hereby certifies in connection with the bid submitted by them that (a) the bid was arrived at by the bidder independently and was submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids and (b) the contents of the bid were not communicated by the bidder nor to its best knowledge and belief by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

(d) That pursuant to Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the Contractor shall secure workmen's compensation insurance for the benefit of those employed hereon and keep insured during the life of this contract all employees who are required to be insured under the provisions of the Workmen's Compensation Law of the State of New York.

(e) That pursuant to Section 109 of the General Municipal Law, the Contractor shall not assign, transfer, convey sublet or otherwise dispose of this contract or its right, title, or interest therein or its power to execute such contract to any other person or corporation without the previous consent in writing of the City.

(f) That pursuant to Sections 220 and 220d of the Labor Law, no laborer, workman, or mechanic in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency caused by fire, flood or danger to life or property. The wages to be paid for a legal day's work to all classes of such laborers, workmen, or mechanics upon such work or upon the material to be used thereon shall not be less than the prevailing rate of a day's work in the same trade or occupation in the locality where such work is being constructed. Each such laborer, workman, or mechanic shall receive a rate of wages which shall not be less than that shown in the schedule attached hereto as fixed by the Director of Finance of the City of Jamestown in accordance with the provisions of Section 220 of the Labor Law. The Contractor and every subcontractor shall post in prominent and accessible places on the site of the work legible statements of all wage rates as specified in the contract to be paid for the various classes of laborers, workmen, and mechanics employed on the work, and the Engineer shall be given access to the payrolls to determine compliance with the provisions of Chapter 220 of the Labor Law.

(g) That, pursuant to Section 220e of the Labor Law, the Contractor with the municipality agrees:

(I) That in hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(II) That no contractor, subcontractor nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex, or national origin;

(III) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(IV) That this contract may be canceled or terminated by the municipality and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(V) The aforesaid provisions of this section covering every contract for, or on behalf of

the municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

(h) That if in the construction of the public work a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor; and that if the provisions of Section 222a concerning harmful dust hazards are not complied with, the contract shall be void.

4. The City covenants with the Contractor that upon the fulfillment of each and all of the Conditions of this instrument, it will pay to the Contractor, in due course of municipal audit, and in accordance with the terms of payment, \_\_\_\_\_ (\$ \_\_\_\_\_), as quoted in the Contractor's proposal hereto attached.

5. It is agreed that the Contractor will complete the specified work in accordance with the **BIDDING AND CONSTRUCTION SCHEDULE FORM** listed in Section 4 of this specification.

IN WITNESS WHEREOF, the Contractor has caused its proper officer to execute and acknowledge this instrument on its behalf, and the City, by due resolution of its Board of Public Utilities, has caused the General Manager of the Board of Public Utilities to execute and acknowledge this instrument on its behalf, and to attach their corporation seals, this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2013.

\_\_\_\_\_  
(Contractor)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
(Contractor's Representative)

As \_\_\_\_\_

CITY OF JAMESTOWN, NEW YORK  
BOARD OF PUBLIC UTILITIES

By \_\_\_\_\_  
(as General Manager)

State of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2010, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say: That he/she resides in \_\_\_\_\_, State of \_\_\_\_\_, that he is \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

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

State of New York  
County of Chautauqua

On this day of \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2011, before me personally came David Leathers, to me known, who, being by me duly sworn, did depose and say: That he is the General Manager of the City of Jamestown Board of Public Utilities, the municipal corporation described in and which executed the above instrument; and that he has been authorized by the Board of Public Utilities to execute this document.

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

## **1.1 – BID ITEMS – ALL SIDEWALK AND CURBING MUST BE BACK FILLED.**

### **1.1.1 – ASPHALT PAVEMENT**

#### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials (including temporary paving materials) encountered while opening, cutting and trimming the utility trench back to the limits shown on these plans and specifications.
- Shall include the furnishing and placing a minimum of seven (7) inches or to a thickness equal to the existing asphalt on a compacted sub base as specified.
- Shall include furnishing and placing of tack coat and seal coat, which is required to seal joints as specified.

#### Payment:

- The quantity to be paid for under this item shall be the number of square yards of repair completed as specified. The unit bid price shall include the cost of all labor, materials and equipment necessary to complete the work.

### **1.1.2 – 6” ASPHALT PAVEMENT OVER 200 SQ FT.**

#### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials (including temporary paving materials) encountered while opening, cutting and trimming the utility trench back to the limits shown on these plans and specifications.
- Shall include the furnishing and placing a minimum of seven (7) inches or to a thickness equal to the existing asphalt on a compacted sub base as specified.
- Shall include furnishing and placing of tack coat and seal coat, which is required to seal joints as specified.

#### Payment:

The quantity to be paid for under this item shall be the number of square yards of repair completed as specified. The unit bid price shall include the cost of all labor, materials and equipment necessary to complete the work

### **1.1.3 – ASPHALT PAVEMENT WITH CONCRETE BASE**

#### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials (including temporary paving materials) encountered while opening, cutting and trimming the utility trench back to the limits shown on these plans and specifications.
- Shall include the furnishing and placing of six (6) inch concrete base on a compacted sub base as specified.
- Shall include the furnishing and placing a minimum of seven (7) inches or to a thickness equal to the existing asphalt as specified.
- Shall include furnishing and placing of tack coat and seal coat which is required to seal joints as specified.

#### Payment:

- The quantity to be paid for under this item shall be the number of square yards of repair completed as specified. The unit bid price shall include the cost of all labor, materials and equipment necessary to complete the work.

### **1.1.4 – ASPHALT OVERLAY (ORIGINAL BRICK PAVEMENT)**

#### Scope of Work:

- Shall include the demolition, excavation and disposal from the work site of all materials (including temporary paving material) encountered while opening, cutting and trimming the utility trench back to the limits shown on these plans and specifications.
- Shall include the furnishing and placing of a six (6) inch concrete base on a compacted sub base as specified.
- Shall include the furnishing and placing of a minimum of six (6) inch asphalt concrete as specified.
- Shall include furnishing and placing of tack coat and seal coat required to seal joints as specified.

#### Payment

- The quantity to be paid for this Item shall be the number of square yards of repair completed as specified. The unit price shall include the cost of all labor, materials and equipment necessary to complete the work.

## **1.1.5 – SURFACE TREATED STREET/DRIVEWAY PAVEMENT**

### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials (including temporary paving materials) encountered while opening, cutting, and trimming the utility trench back to the limits shown on these plans and specifications.
- Shall include the furnishing and placing of a three and one-half (3 ½) inch minimum asphalt concrete on a compacted sub base only with prior approval from the Engineer.
- Shall include furnishing and placing of tack coat and seal coat required to seal joints as specified.

### Payment

- The quantity to be paid for under this Item shall be the number of square yards of repair completed as specified. The unit price shall include the cost of labor, materials and equipment necessary to complete the work.

## **1.1.6 – ADDITIONAL ASPHALT BINDER**

### Scope of Work:

- The intent of this Item is for payment of asphalt concrete binder which exceeds the thickness specified for the asphalt items. This Item shall include the cost of furnishing and placing an increase of one (1) inch of Asphalt Concrete Binder as specified.

### Payment:

- The quantity to be paid for under this Item shall be the number of square yards of an extra inch thickness ordered by the Engineer. The unit bid price shall include the cost of all labor, materials and equipment necessary to complete the work.

## **1.1.7 – CONCRETE PAVEMENT**

### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials (including temporary paving materials) encountered while opening, saw cutting and trimming the utility trench back to the limits shown on these plans and specifications.
- Shall include the furnishing, placing and curing of a minimum of eight (8) inch concrete pavement on a compacted sub base as specified.



Payment:

- This quantity to be paid for under this Item shall be the number of square yards of an extra inch thickness ordered by the Engineer. The unit bid price shall include the cost of all labor, materials and equipment necessary to complete the work.

### **1.1.8 – BRICK PAVEMENT**

Scope of Work:

- Shall include the demolition, excavation and disposal of all materials (including temporary paving materials) encountered while opening, saw cutting and trimming the utility trench back to the limits shown on these plans and specifications.
- Shall include the furnishing, placing and curing of a minimum of eight (8) inch concrete pavement on a compacted sub base as specified.
- Shall include the furnishing and placing of the brick to a line, grade and pattern conforming to the street on a cement and cushion (1:5) as specified. The brick shall be supplied by the Owner at no cost.
- Shall include furnishing and filling the cracks between the bricks with the joint filler specified.

Payment

- The quantity to be paid for under this Item shall be the number of square yards of repair completed as specified. The unit price shall include the cost of all labor, materials and equipment necessary to complete the work..

### **1.1.9 – BRICK PAVEMENT – RELAY**

Scope of Work:

- The intent of this Item is to repair those street areas where the brick surface has become irregular and needs to be relayed.
- The work to be included is the removal of the existing brick, cleaning of the brick, cleaning of the concrete base and relaying the brick on a one (1) inch cement-sand (1:5) cushion as specified. Additional brick may be needed to complete work.
- If the area has to be shimmed with asphalt concrete, the shim course will be paid for under ITEM 9 – ASPHALT SHIM COURSE.

Payment:

- The quantity to be paid for under this Item shall be the number of square yards of brick relayed as specified. The unit bid price shall include all labor, equipment and material necessary to complete the work as specified.

### **1.1.10 – ASPHALT SHIM COURSE**

Scope of Work:

- This work shall include the cleaning of the surface to be shimmed, applying an asphalt tack coat, the delivery, placement and compaction of the asphalt concrete to a specified line and grade.
- The Item will be used in conjunction with ITEM 8 – REMOVAL AND RELAYING STREET BRICK.

Payment:

- Payment for all work under this Item shall be the number of tons of material compacted in place. This quantity will be determined from the delivery tickets which will be in duplicate and signed by the Engineer. One delivery slip will be retained by the Engineer and the other by the Contractor. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.

### **1.1.11 – 5” TEMP BINDER ONLY**

### **1.1.12 – CONCRETE SIDEWALK: 4 INCH**

Scope of Work:

- Shall include the demolition, excavation and disposal of all materials, to a maximum depth of eight (8) inches below existing grade, including the removal of the existing concrete sidewalk (maximum six (6) inch thickness), encountered while opening, cutting and trimming back to the limits needed to replace the sidewalk as shown on the plans and specifications.
- Shall obtain and place a maximum of four (4) inches of washed stone on a compacted sub base to a specified line and grade.
- Shall include the forming, placement, finishing and curing necessary to install four (4) inch concrete sidewalk as specified herein.
- Shall perform rough grading of the area disturbed by the work operations. The Contractor shall grade these areas of two (2) inches below finished grade, backfilling if necessary. Fine grading and landscaping will be performed by others.
- The required material will be part of a minimum order of three (3) cubic yards of concrete within a specified time and work location.

Payment:

- Payment for all work under this Item shall be the cost per square foot of sidewalk installed and complete. The Contractor shall complete removal of all forming materials

and debris and shall rough grade before payment will be made. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.

### **1.1.13 – CONCRETE SIDEWALK: 6 INCH**

#### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials, to a maximum depth of ten (10) inches below existing grade, including the removal of the existing concrete sidewalk (maximum six (6) inch thickness), encountered while opening, cutting and trimming back to the limits needed to replace the sidewalk as shown on the plans and specifications.
- Shall obtain and place a maximum of four (4) inches of washed stone on a compacted sub base to a specified line and grade.
- Shall include the forming, placement, finishing and curing necessary to install six (6) inch concrete sidewalk as specified herein.
- Shall perform rough grading of the area disturbed by the work operations. The Contractor shall grade these areas to two (2) inches below finished grade, backfilling if necessary. Fine grading and landscaping will be performed by others.

#### Payment

- The required material will be part of a minimum order of three (3) cubic yards of concrete within a specified time and work location.
- Payment for all work under this Item shall be the cost per square foot of sidewalk installed and complete. The Contractor shall complete removal of all forming materials and debris and shall rough grade before payment will be made. The unit bid price shall include all labor, materials and equipment necessary to complete the work specified.

### **1.1.14 – CONCRETE SAW CUT**

#### Scope of Work:

- Shall saw cut concrete slabs to a depth of twenty five percent (25%) of total slab thickness, not to exceed three (3) inches, as directed by in the Engineer.

#### Payment:

- Payment for all work under this Item shall be the cost per lineal foot of concrete cut. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.

### **1.1.15 – CONCRETE CURB AND GUTTER: 12 & 15 INCH**

#### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials, including the removal of the existing concrete curb and gutter, encountered while opening, cutting and trimming back to the limits needed to replace the curb and gutter as shown on the plans and specifications.
- Shall obtain and place a maximum of four (4) inches of washed stone on a compacted sub base to a specified line and grade.
- Shall include the forming, placement, finishing and curing necessary to install a twelve (12) inch or fifteen (15) inch curb and gutter section as shown on the drawings and to the line and grade set forth by the Engineer.
- Shall perform rough grading of the area disturbed by the work operations. The Contractor shall grade these areas to two (2) inches below finished grade, backfilling if necessary. Fine grading and landscaping will be performed by others.

#### Payment:

- The required material will be part of a minimum order of three (3) cubic yards of concrete within a specified time and work location.
- Payment for all work under this Item shall be the cost per lineal foot of curb and gutter installed and complete. The Contractor shall complete removal of all forming materials and debris and shall rough grade before payment will be made. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.

### **1.1.16 – CONCRETE CURB AND GUTTER: 18 & 24 INCH**

#### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials, including the removal of the existing concrete curb and gutter, encountered while opening, cutting and trimming back to the limits needed to replace the curb and gutter as shown on the plans and specifications.
- Shall obtain and place a maximum of four (4) inches of washed stone on a compacted sub base to a specified line and grade.
- Shall include the forming, placement, finishing and curing necessary to install an eighteen (18) inch or twenty-four (24) inch curb and gutter section as shown on the drawings and to the line and grade set forth by the Engineer.

- Shall perform rough grading of the area disturbed by the work operations. The Contractor shall grade these areas to two (2) inches below finished grade, backfilling if necessary. Fine grading and landscaping will be performed by others.

Payment:

- The required material will be part of a minimum order of three (3) cubic yards of concrete within a specified time and work location.
- Payment for all work under this Item shall be the cost per lineal foot of curb and gutter installed and complete. The Contractor shall complete removal of all forming materials and debris and shall rough grade seed before payment will be made. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.

### **1.1.17 – CONCRETE VERTICAL CURB**

Scope of Work:

- Shall include the demolition, excavation and disposal of all materials, including the removal of the existing concrete curb, encountered while opening, cutting and trimming back to the limits needed to replace the curb as shown on the plans and specifications.
- Shall obtain and place a maximum of four (4) inches of washed stone on a compacted sub base to a specified line and grade.
- Shall include the forming, placement, finishing and curing necessary to install a twelve (12) inch minimum vertical curb section as shown on the drawings and to the line and grade set forth by the Engineer.
- Shall perform rough grading of the area disturbed by the work operations. The Contractor shall grade these areas to two (2) inches below finished grade, backfilling if necessary. Fine grading and landscaping will be performed by others.

Payment

- The required material will be part of a minimum order of three (3) cubic yards of concrete within a specified time and work location.
- Payment for all work under this Item shall be the cost per lineal foot of curb and gutter installed and complete. The Contractor shall complete removal of all forming materials and debris and shall rough grade before payment will be made. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.

### **1.1.18 – CONCRETE VERTICAL CURB – INTEGRAL WITH SIDEWALK**

Scope of Work:

- Shall include the demolition, excavation and disposal of all materials, including the removal of the existing concrete curb, encountered while opening, cutting and trimming back to the limits needed to replace the curb as shown on the plans and specifications.
- Shall obtain and place a maximum of four (4) inches of washed stone on a compacted sub base to specified line and grade.
- Shall include the forming, placement, finishing and curing necessary to install a twelve (12) inch minimum vertical curb section poured integral with the sidewalk as shown on the drawings and to the line and grade set forth by the Engineer.
- Shall perform rough grading of the area disturbed by the work operations. The Contractor shall grade these areas to two (2) inches below finished grade, backfilling if necessary. Fine grading and landscaping will be performed by others.

Payment

- The required material will be part of a minimum order of three (3) cubic yards of concrete within a specified time and work location.

- Payment for all work under this Item shall be the cost per lineal foot of curb and gutter installed and complete. The Contractor shall complete removal of all forming materials and debris and shall rough grade before payment will be made. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.

### **1.1.19 – RESET STONE CURB**

#### Scope of Work:

- Shall include the demolition, excavation and disposal of all materials, including the removal of the existing stone curb, encountered while opening, cutting and trimming back to the limits needed to replace the curb as shown on the plans and specifications.
- Shall obtain and place a maximum of four (4) inches of washed stone on a compacted sub base to a specified line and grade.
- Shall obtain and place a minimum of four (4) inch thick by twelve (12) inch wide concrete bedding over the stone. An additional four (4) inches of concrete shall be placed on the backside of the curb after it has been set.
- Shall include the placement and finishing necessary to install a section of stone curb to the line and grade set forth by the Engineer. The stone curb joints shall be completely mortared.
- Shall perform rough grading of the area disturbed by the work operations. The Contractor shall grade these areas to two (2) inches below finished grade, backfilling if necessary. Fine grading and landscaping will be performed by others.

#### Payment:

- The required material will be part of a minimum order of three (3) cubic yards of concrete within a specified time and work location.
- Payment for all work under this Item shall be the cost per lineal foot of stone curb installed and complete. The Owner will supply the stone curb sections. The unit bid price shall include all labor, materials and equipment necessary to complete the work as specified.
- shall include all labor, materials, including pipe fittings and equipment necessary to complete the work as specified.

CITY OF JAMESTOWN  
DEPARTMENT OF PUBLIC WORKS

# STANDARD SPECIFICATIONS

FOR

RIGHT-OF-WAY WORK

APRIL 1998  
REVISED  
FEBRUARY 1999

SECTION 01040

SPECIAL CONDITIONS FOR RIGHT-OF-WAY WORK

PART 1 – GENERAL

1.01 INTENT

- A. The Special Conditions are in addition to the requirements set forth under the General Conditions, Item Specifications and other sections within a set Contract Documents; where conflicts occur, the Special Conditions shall govern.

1.02 DEFINITIONS

- A. "Engineer": Shall mean the Department of Public Works' representative assigned to observe the Contractor.
- B. "Temporary Pavement Material": Shall mean material used for a temporary patch of the street surface. This material may be concrete or blacktop.
- C. "Utility Hole (Cut)": Shall mean an opening (cut) that has been made in an existing roadway surface or terrace for the installation or repair of a gas, water, electric, sanitary or storm sewer line, etc., which has not been permanently repaired.
- D. "AOBE": Shall mean As Ordered By the Engineer.
- E. "Mandatory Repairs": Shall mean those repair that the Contractor shall be required to complete during this construction season.
- F. "Master List": The list of mandatory repairs which the Engineer is aware of at the time the contract is awarded which must be completed by the date set forth in the Repair Contract. If at the time the Contractor is working in a particular area and the Engineer becomes aware of an uncompleted repair, he may require that the Contractor complete this additional work.
- G. "Public Tree": Shall mean a tree or shrub located on a public parkway, public terrace or any other municipally owned property.
- H. "Repair Contractor": The Contractor who has entered into an Agreement with the City of Jamestown Department of Public Works for the Right-Of-Way Damage Repair, Concrete Work or Landscaping Contract.
- I. "ROW Contractor": A Contractor who has obtained a permit from the City of Jamestown Department of Public Works to perform work in the right-of-way (ex. Privately hired contractors or utility company)
- J. "Contractor": A person, firm or corporation who is under contract with, or is issued a permit by, the City of Jamestown Department of Public Works; includes the "Repair Contractor" and the "ROW Contractor".

1.03 COMPLIANCE

- A. Any violation of the Specifications herein may result in a fine or indefinite suspension of the Contractor's permit or contract.

PART 2 – SPECIAL CONDITIONS



## 2.01 PERMITS

- A. References: See Appendix B
- B. Repair Contractor – is exempt from obtaining a Right-Of-Way Permit from the Department of Public Works for work performed under their Agreement.
- C. ROW Contractor – shall procure a Right-Of-Way Permit from the Department of Public Works prior to performing any work within the City's right-of-way and shall comply with all the conditions stated therein. The permit holder shall be liable for the work of additional ROW Contractors working under the same permit. It is the permit holder's responsibility to verify the need for additional permits.
- D. All Contractors shall obtain an annual Public Tree Work Permit from the Department of Parks, Recreation and Conservation if they are working within 15 feet of a public tree.

## 2.02 DISPOSAL OF MATERIALS

Disposal of materials from excavation and clean up shall be the Contractor's responsibility.

## 2.03 TEMPORARY REPAIRS

The ROW Contractor making the original cut in the street shall maintain the excavation in a safe condition until a final repair can be made. Cold mix bituminous pavement or concrete shall be used as a permanent temporary repair to the satisfaction of the Engineer. A permanent temporary repair does not relieve the ROW Contractor of their liability to personal or property damage caused by such repair.

## 2.04 NOTIFICATION OF WORK

- A. Repair Contractor – before commencing any work, whether it be starting, continuing or finishing a specific job location, the Repair Contractor shall notify the Engineer for their daily work schedule. The schedule may be transmitted by means of a telephone, fax, mail or delivered note. The method must be acceptable to the Engineer. The daily work schedule shall list the job location(s) and a brief description of the work to be performed.
- B. ROW Contractor – shall notify the Engineer of their work intentions as stated in their right-of-way permit.

## 2.05 SCHEDULE OF REPAIRS

- A. Reference: See Appendix C
- B. Repair Contractor – will be furnished with a Master List for mandatory repairs to be completed by a date set forth in his Contract. All other repairs will be issued to the Repair Contractor on a Work Order/Notification form. The Repair Contractor shall be responsible for the scheduling and completion of the repairs within the specified time limits. Each work order will be located by street and house number. If there is no house number, it shall be referenced to some known permanent physical feature.
- C. ROW Contractor – shall submit a written Work Order/Notification form to the Department of Public Works within 14 days from the completion of the work, or as specified in their permit. The form must describe in detail all ROW damage, including any damage by borings and/or terrace landscaping. The notification must be in form acceptable to the Engineer.

- D. The ROW Contractor may become the Repair Contractor only with permission from the Department of Public Works. A Work Order/Notification shall be submitted and it must show that the ROW Contractor will perform the repair(s).

#### 2.06 PROTECTION TO WORKERS & THE PUBLIC

- A. The Contractor shall furnish and maintain traffic signs warning the public of any construction in the right-of-way, and adequate barricades and lights shall be placed around the work area until it is completed and all safety hazards have been eliminated.
- B. The Contractor shall take all precautions necessary to ensure the safety of his workers. The Contractor shall abide by all Federal, State and Local requirements concerning work place safety.

#### 2.07 CLOSING OF STREETS

The Contractor shall not close any street in the City without prior notification to the Department of Public Works. The Contractor shall also notify 911 Communications of his intentions. UNDER NO CIRCUMSTANCES SHALL THE STREET BE BLOCKED SO THAT EMERGENCY VEHICLES ARE UNABLE TO REACH THEIR DESTINATION.

#### 2.08 UTILITY MARKINGS

- A. ROW Contractor who creates right-of-way damage shall notify or make known to the Repair Contractor any/all utilities encountered during their operations which might affect the completion of the damage repair. The Repair Contractor will not be responsible for damage to the service owned by the ROW Contractor for whom they are performing a damage repair.
- B. For all other work and/or repairs in the right-of-way, which are not covered in Paragraph A above, the Contractor shall request for the locations of underground utilities as required by Rule 53 of the State General Business Law and Industrial Code.

#### 2.09 PUBLIC TREES

- A. Reference: Appendix F
- B. The guidelines listed in Appendix F shall be followed if a Contractor is performing work to a public tree or working within 15 feet of a public tree.

#### 2.10 DAMAGE TO STORM SEWERS

- A. A Contractor who damages a City owned storm sewer, regardless of its location or markings, shall repair such damage to the satisfaction of the Engineer. The sewer pipe shall be replaced to the same diameter and slope of the existing pipe. The pipe material may be changed only with the approval of the Engineer.
- B. Connections between the existing pipe and the new pipe shall be leak-proof and shall securely join the two pipes. The joints shall be completely surrounded with concrete if required by the Engineer. The pipe shall be backfilled according to Section 2200 of these specifications.
- C. The entire repaired pipe section must be inspected by the Engineer before it is backfilled. Under no circumstances shall the pipe become covered before it has been inspected. The Contractor shall remove any material around the pipe, which in the opinion of the Engineer, hinders a thorough inspection.

#### 2.11 DAMAGE TO TRAFFIC/PARKING SIGNS

- A. Reference: Appendix E
- B. A Contractor who removes or damages any signs in the ROW shall follow the guidelines in Appendix E.

#### 2.12 DAMAGE CAUSED BY SETTLEMENT

The Contractor who performs the backfilling operation of an excavation shall be responsible for any damage to the temporary or final repair placed above the excavation caused by settlement. The Contractor shall replace, at his own expense, the ENTIRE final repair (sidewalk block, curb section, street patch, etc.) where the settlement has occurred, regardless of the actual size of the effected area. Damage to adjacent ROW structures caused by the settlement of a Contractor's excavation/backfill shall also be repaired/replaced at the Contractor's expense. The Engineer shall have the final determination as to the cause of the damage.

#### 2.13 DAMAGE TO R.O.W. STRUCTURES

The Contractor shall be responsible for any damage to a ROW structure or substructure, regardless of its existing condition. If a ROW structure is damaged prior to starting work, the Contractor shall notify the Engineer of such conditions and shall take every precaution to protect the structure from further damage. Any new damage to a ROW structure or substructure caused by the Contractor's actions shall be repaired/replaced at the Contractor's expense.

#### 2.14 HANDICAP REQUIREMENTS

- A. Any ROW structure which is built, modified, repaired or replaced shall comply with the requirements set forth in the American with Disabilities Act. (ADA).
- B. When streets, roads or highways are newly constructed or altered in any way, they shall be built with ramps or sloped areas wherever there are curbs or other barriers to entry from a sidewalk or path. Likewise, when new sidewalks or paths are constructed or altered in any way, they shall contain curb ramps or sloped areas wherever they intersect with streets, roads or highways. The Construction of curb ramps located in areas other than intersections shall be determined by the Engineer on a case-by-case basis.
- C. Curb Ramps – The Contractor shall be responsible for the replacement or construction of the entire ramp, including effected curb/gutter and any additional sidewalk approach blocks, if their work damages any part thereof, or is in the boundaries of a new or existing handicap ramp.

#### 2.15 PARKING LOTS

- A. Reference: Jamestown City Code, Section 300-16
- B. Surface storm water collected from a new or modified parking lot, including a newly resurfaced lot, shall not run off onto a sidewalk or street.

#### 2.16 DRAIN TILE

- A. All drain tile placed in the right-of-way shall be rigid plastic pipe, four (4) inches in diameter and installed to a depth and location determined by the Engineer. No drain tile shall be installed without prior approval from the Engineer.
- B. The tile shall outfall to either a street gutter or a storm sewer pipe. Outfalling onto a sidewalk will not be allowed. The outfall connection to the curb or storm sewer shall be inspected and approved by the Engineer prior to backfilling the tile.

## 2.17 ASSIGNMENT OF WORK

- A. The City reserves the right to assign any repair or work to an additional Contractor, including their own work force, if in their opinion, the work was not completed within the specified time limits or to the specifications stated herein, or the work site contains a public health or safety hazard or to provide the most cost-effective results for the City.
- B. If more than one Contractor is under contract with the City of Jamestown and is qualified to perform the work, the City shall decide which Contractor will be assigned the work in order to complete the work in the most timely, safe or cost effective manner.

END OF SECTION  
SECTION 01200

## RIGHT-OF-WAY DAMAGE REPAIRS

### PART 1 – GENERAL

#### 1.01 SCOPE

This specification covers the work within the street right-of-way (property line) for the repair of that area which is disturbed during the construction or repair of utility services, lines, conduits, sewers, etc. The Contractor shall provide all necessary labor, materials and equipment to complete the work as hereinafter specified or as directed by the Engineer.

### PART 2 – MATERIALS AND METHODS

#### 2.01 GENERAL

- A. Gravel Backfill – shall be as specified in Section 300 “Bases and Sub bases” and as per Item 304.05, Type 4 of the New York State Department of Transportation Standard Specifications.
- B. Grading and Seeding – all disturbed lawn areas shall be replaced as per Section 02500 GRADING AND SEEDING of the City Specification.
- C. Workmanship – all work shall be done in a neat, efficient and professional manner and performed by competent workmen experienced in the trade.
- D. Line and Grade – the original line and grade for the street must be maintained. Parabolic crowns must be recreated to the satisfaction of the Engineer. If there is some question as to grade, the Contractor must consult with the Engineer before the repair is made.

#### 2.02 LIMITS OF STREET REPAIR

- A. The Contractor will make a surface repair the size of the hole backfilled plus twelve (12) inches on all sides. If any adjacent pavement has settled or shows signs of undermining, the twelve (12) inch measurement will begin where the settled (damaged) pavement has stopped. The Engineer will determine the final surface repair size.
- B. The Contractor shall make every attempt to minimize the number of sides to a street repair. On any one side, the 12 inch repair limit shall be measured from the outer-most point of damaged or missing pavement and extend in a

straight line in either direction until it is intersected by another limit line. Any repair shall not have more than six (6) sides without prior approval from the Engineer.

- C. All pavement material within the specified repair limits shall be removed and replaced as per the type of street surface unless otherwise directed by the Engineer.

### 2.03 PROGRESSION OF REPAIRS

- A. In the event a curb and street repair exist in the same location, the curb work shall be completed before the street is repaired, unless approved by the Engineer. A concrete curb shall be allowed to cure at least 24 hours before adjacent work can be performed. If the curb repair is scheduled by a different Contractor than the street repair, the street repair Contractor will be notified by the Engineer when he may start his repair work. He shall then have the street repair completed by the time set forth in his contract.
- B. Concrete Base – after the Contractor pours a concrete base, he shall wait at least 24 hours before installing the next layer of the repair. The repair shall not be subject to loads for a minimum of 72 hours after the concrete base was poured.

### 2.04 ASPHALT STREET REPAIR

- A. Concrete Base- The concrete base shall be a six (6) bag mix with a minimum compressive strength of 3500 psi and poured with not more than a four (4) inch slump. Extra 4000 psi concrete intended for sidewalk and/or curb repair, may be used for the concrete base. The concrete shall be poured on a compacted sub base and the excavation shall be free of standing water. The top of the concrete base will always be below the original street surface material, e.g., below the bottom of the brick sand cushion if street is originally brick or below blacktop if street was originally blacktop. The base will be a minimum of seven (7) inches below the surface for asphalt treatment of roads. The final decision shall be made by the Engineer.
- B. Concrete Surface – shall be as specified in Section 500, “Rigid Pavement,” of New York State Department of Transportation Standard Specifications and as per item 502.06, Cement Concrete Pavement Unreinforced, Class C., for Materials and Methods for Construction.
- C. Tack Coat – shall be equal to the New York State Department of Transportation Standard Specifications, 702-90 from Table 702-9 for Asphalt Emulsion Tack Coat. The tack coat will be sprayed or brushed on all edges and surfaces on which the asphalt concrete abuts the existing pavement. Contact surface between asphalt and concrete shall be painted with tack coat.
- D. Asphalt Concrete – shall be specified in Section 400, “Bituminous Pavement”, of the New York State Department of Transportation Standard Specifications and as per Item 403.13, Asphalt Concrete Type 3 Binder Course for Base, and Item 403.18, Asphalt Concrete Type 7F Top Course for Surface Course, for Materials and Methods for Construction. Asphalt binder shall be placed in maximum three (3) inch lifts.
- E. Asphalt Crack Filler – shall be placed hot and will meet the New York State Department of Transportation Standard Specifications for asphalt filler meeting Specification #702-05 from Table 702-2”Asphalt Cement for Filler and Subsealing.”

### 2.05 BRICK STREET REPAIR

- A. Concrete Base – The concrete base shall be a six (6) bag mix with a minimum compressive strength of 3500 psi and poured with not more than a four (4) inch slump. Extra 4000 psi concrete intended for sidewalk and/or curb repair, may be used for the concrete base. The concrete shall be poured on a stable sub base and the excavation shall be free of standing water. The top of the concrete base will always be below the original street surface material, e.g., below the bottom of the brick sand cushion if street is originally brick; below blacktop if street was originally blacktop. The base will be a minimum of six (6) inches below the surface for asphalt treatment of roads. The final decision shall be made by the Engineer.

- B. Street Brick – shall be equal in type and size to existing street brick. Brick may be acquired from the Jamestown Department of Public Works, free of charge, and obtained from their stockpile. Brick must be cleaned and free from scale, etc. before they are laid. The brick will be laid on a cement and sand cushion. The spacing should be a maximum of ¼ inch between brick and/or laid to the existing pattern with joints filled with an approval joint filler.
- C. Cement and Sand Cushion – the mixture for one (1) inch sand and cement cushion shall be a 5 sand to 1 Portland Cement ration MIXED THOROUGHLY. As a general rule, five (5) pounds of cement shall be used for each square yard of cushion placed (at a one (1) inch thickness). The setting bed shall be installed dry and no more than four (4) hours prior to installing the brick.
- D. Asphalt Crack Filler – shall be placed hot and will meet the New York State Department of Transportation Standard Specifications for asphalt filler meeting Specification #702-05 from Table 702-2" Asphalt Cement for Filler and Subsealing." The asphalt filler shall be poured to the full depth of brick (5 inches) and shall leave no voids or depressions between the bricks. A filler substitute will be permitted with approval from the Engineer.

## 2.06 CONCRETE REPAIR

- A. Sidewalk and Curbing – all sizes of sidewalk and/or curbing, disturbed, cracked or destroyed, regardless of its existing condition, shall be removed and replaced as per Section 2400 of the City Specifications for Sidewalk and Curbing.
- B. Repair Limits – if a sidewalk or curb is cut or damaged by the Contractor, the entire section(s) effected by the cut or damage shall be replaced. The limit of a curb repair shall be an even-spaced, existent joint in either direction of the damaged section(s). The limit of a sidewalk or apron repair shall be an existing joint or seam adjacent to the damaged section(s).

## 2.07 BORINGS, < 4" DIAMETER

- A. Borings taken through brick or asphalt pavement shall be backfilled with sand up to a depth of five (5) inches below the existing top surface. The remaining five inches of the boring shall be filled with an approved asphalt cement filler up to and level with the top surface.
- B. Borings taken through concrete pavement, sidewalk or driveway apron will be subject to either of the following minimum requirements, as determined by the Engineer:
  1. Backfill the boring with sand to the bottom of the concrete slab. Place a high-strength epoxy mortar, as approved by the Engineer, in the remaining portion of the boring. The thickness of the grout shall be greater or equal to the thickness of the existing concrete.
  2. The entire section block affected or damaged by the boring shall be removed and replaced in kind, as per these specifications. Exceptions may be approved by the Engineer (ex: saw cut smaller area).
- C. No borings will be allowed through gutter sections.

## 2.08 MANHOLE FRAME REPLACEMENT

- A. The replacement or modification of any manhole frame, including handholes and pull boxes, shall be in accordance with Section 02260 of these specifications.
- B. Street Manholes – the repair area for a manhole frame replacement in any pavement shall be, as a minimum, the square of three (3) times the diameter of the manhole frame. The street repair shall match the existing street pavement and thickness, unless otherwise directed from the Engineer. The cost of the street repair shall be the responsibility of the manhole owner. Payment will include the surface area of the manhole frame and cover.

- C. Terrace Manholes – the repair limits for manholes located in a sidewalk or apron which have been modified shall be the replacement of the entire section or block affected by the work. The cost of the terrace repair shall be the responsibility of the manhole owner.

### PART 3 – EXECUTION

#### 3.01 STREET REPAIR

- A. Related Sections: Section 02200-Excavation & Backfill and Section 02330-Asphalt Pavement
- B. Asphalt Pavement repair shall include:
1. Gravel compacted to 95% standard proctor density.
  2. Concrete base – 6 inch minimum thickness (optional-as directed by the Engineer)
  3. Existing edges shall be coated with an approval asphalt tack coat.
  4. Asphalt binder course – varies 5 ½ inch minimum thickness but not less than existing blacktop minus 1 ½ inches or top course.
  5. Asphalt concrete top course – 1 ½ inch minimum thickness.
  6. Joints shall be sealed with approved asphalt crack filler.
- C. Asphalt Overlay repair (over original brick street) shall include:
1. Gravel compacted to a 95% standard proctor density.
  2. Concrete base – 6 inch minimum thickness
  3. Existing edges shall be coated with an approved asphalt tack coat.
  4. Asphalt binder course – varies in thickness and shall be the total distance between bottom of sand cushion to top of existing asphalt overlay, less 1 ½ inch minimum for top course.
  5. Asphalt top course – 1 ½ inch minimum thickness.
  6. Joints shall be sealed with an approved asphalt crack filler.
- D. Surface Treated Street/Driveway repair (with Engineers approval) shall include:
1. Gravel compacted to a 95% standard proctor density
  2. Existing edges shall be coated with an approved asphalt tack coat.
  3. Asphalt binder course – 2 ½ inch minimum thickness
  4. Asphalt top course – 1 inch minimum thickness
  5. Joints shall be sealed with an approved asphalt crack filler
- E. Concrete Pavement repair shall include:
1. Gravel compacted to 95% standard proctor density.
  2. Concrete surface course – existing thickness plus two (2) inch minimum, no less than eight (8) inches.
- F. Brick Pavement repair shall include:
1. Gravel compacted to 95% standard proctor density
  2. Concrete base – six (6) inch minimum thickness
  3. Cement sand cushion – three-quarter (3/4) inch, plus or minus one-quarter (1/4) inch thickness. Cushion mix 1:5 ( one part cement to five parts sand).
  4. Street Brick – from City stockpile or equal
  5. Asphalt crack filler – full depth of brick.
- G. Brick Replay repair shall include:
1. Removal of existing bricks
  2. Create level surface using shim course (as needed)
  3. Cement and cushion – three-quarter (3/4) inch, plus or minus one-quarter (1/4) inch thickness. Cushion mix 1:5 (one part cement to five parts sand)
  4. Replace street brick
  5. Asphalt crack filler – full depth of brick
- H. Manhole Frame Replacement/Modification repair shall include:

1. Removal of material surrounding manhole.
2. Replace street pavement with asphalt, concrete or brick as described above in Part B, Part E or Part F, respectively.

### 3.02 CONCRETE REPAIR

A. Related Sections: Section 02400 – Concrete Sidewalk & Curbing and Section 02500-Grading & Seeding.

C. Concrete Sidewalk repair shall include:

1. Gravel to within four (4) inches of slab bottom compacted to 95% standard proctor density.
2. Washed stone four (4) inch minimum.
3. Concrete surface six (6) inch minimum – same as for six (6) inch concrete sidewalk.
4. Concrete aprons are not to be poured monolithic with curb. They are to be separated by a full depth ¼ inch expansion joint as specified.
5. Backfill and rough grade.

D. Concrete Curb and Gutter repair shall include:

1. Gravel to within four (4) inches of curb bottom compacted to 95% standard proctor density.
2. Washed stone four (4) inch minimum
3. Replace underdrain if needed
4. Concrete curb and gutter – section to be same as existing
5. Concrete curb and gutter are not to be poured monolithic with aprons, sidewalk, etc. They are to be separated by a full depth ¼ inch expansion joint as specified.
6. Backfill and rough grade.

### 3.03 LANDSCAPING

A. Related Section: Section 02500 – Grading & Seeding.

B. Terrace Areas

1. Trench Backfill – Gravel shall be brought up to within two (2) inches of finished surfaces for all trench within one foot of sidewalk, curbs or pavement and compacted.
3. Top Soil, Grade and Seed – Two (2) inches topsoil as specified per Section 2500 of the City's Specifications.



SECTION 01350

LABORATORY TESTING SERVICES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work included:

1. Cooperate with the Owner's selected testing agency and all other responsible for testing and inspecting the Work.
2. Provide such other testing and inspecting as are specified to be furnished by the contractor in this Section and/or elsewhere in the Contract Documents.

B. Related work:

1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 2 of these Specifications.
2. Requirements for testing may be described in various Sections of these Specifications.
  1. Where no testing requirements are described, but the Engineer and/or Owner decides that testing is required, the Engineer may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work not included:

1. Selection of testing laboratory: The Owner will select a pre-qualified independent testing laboratory.
2. Payment for initial testing: The Owner will pay for all initial services of the testing laboratory as further described in Article 2.01 of this Section.

1.02 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Engineer's approval in accordance with ASTM E 329.
- B. Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.

1.03 PRODUCT HANDLING

- A. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

PART 2 – PRODUCTS

2.01 PAYMENT FOR TESTING

- A. Initial services: The Owner will pay for initial testing services requested by the Engineer.
- B. Re-testing: When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the Engineer from a Progress Payment.

2.02 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority shall be the responsibility of and shall be paid for by the Owner, unless otherwise provided in the Contract Documents.

2.03 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspecting and testing performed exclusively for the contractor's convenience shall be the sole responsibility of the contractor.

PART 3 – EXECUTION

3.01 COOPERATION WITH TESTING LABORATORY

- A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.02 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3.04 SCHEDULES FOR TESTING

- A. Establishing schedule:
  - 1. By advance discussion with the testing laboratory selected by the Engineer, determine the time required for the laboratory to perform its tests and to issue each of its findings.
  - 2. Provide all required time to the Owner.
- B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
- C. Adherence to schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back charged to the contractor and shall not be borne by the Engineer.

END OF SECTION

## SECTION 02200

### EXCAVATION AND BACKFILL

#### PART 1 – EXCAVATION

##### 1.01 GENERAL

- A. The Contractor shall keep the excavation as small as needed to complete the work, and shall avoid undermining pavement, curbs and sidewalk. If sidewalks, curbs or pavements are undermined, they shall be removed and replaced or backfilled with flowable mortar, as per Part 2.02 of this Section.
- B. Excavated material may be stored on site until the work is completed, up to a maximum of seven (7) days. The stored material shall not block pedestrian or vehicle traffic and shall be protected with safety markers and barricades. If the material is stored on a permanent ROW structure, the Contractor shall provide adequate protection to such structures. For large excavations, the excavated material shall be hauled away as the material is excavated. All excess excavated material shall be the responsibility of the Contractor and properly disposed of at an off site location.
- C. The Contractor may use an underground sleeve as long as the sleeve is left in place and the method is approved by the Engineer. If the sleeve is removed and it undermines a permanent ROW structure, the cavity must be backfilled with flowable mortar, as per Part 2.02 of this Section.
- D. Excavations shall be adequately braced to prevent damage to the pipe or structure being constructed or to adjacent structures, utilities, pavements or injury to workmen or others through movement of the adjacent earth banks. The United States Department of Labor, Occupational Safety and Health Administration (OSHA), Construction Industry Code relating to excavation, shoring and bracing shall be made a part of this specification. Any damage resulting from lack of adequate bracing shall be the responsibility of the Contractor. The Contractor shall affect all necessary repairs or reconstruction at his own expense and shall bear all other expense resulting from such damage.

##### 1.02 EXCAVATION FOR PIPE

- A. Excavation for pipelines shall follow lines parallel to and equidistant from the location of the pipe centerline. Trenches shall be excavated to the depths and widths as shown on plan or as approved by the Engineer. Trenches must be of sufficient width to permit proper jointing of the pipe and inspection of work.
- B. The bottom of the trench shall conform to the final grade of the pipe and shall be so shaped that the pipe will rest upon earth for its entire length. Where rock or water-saturated earth is encountered, mechanical excavation may extend to a depth of at least six (6) inches below the bottom of the pipe. A bedding of No. 1 stone shall then be provided as per Article 2.01- BACKFILL AT PIPE ZONE of this Section. Unauthorized excavation below grade shall be filled with compacted gravel or bedding stone at no additional cost to the Department of Public Works. A concrete cradle may be required as determined by the Engineer. Trenches shall be kept free of water and super-saturated soil
- C. The length of trench that may be opened at any time in advance of the pipe laying shall be determined by the Engineer. All excess excavated material shall be the responsibility of the Contractor and properly disposed of at an off site location.

##### 1.03 EXCAVATION FOR STRUCTURES

- A. All manholes and other structures shall be constructed on and shall be in direct contact with undisturbed original subsoil. All unauthorized excavation below the specified structure subgrade shall be replaced with a bedding of No. 1 stone as per Article 2.01 – BACKFILL AT PIPE ZONE of this Section, at the Contractor’s expense.
- B. All excavations shall be kept dry. No water shall be permitted to come in contact with any concrete within twelve (12) hours after placement. Subgrade soil for all structures shall be firm, dense and consolidated, shall be free of mud and muck and shall be sufficiently stable to remain firm and intact under the feet of workmen engaged in subgrade surfacing. Where unsuitable subgrade soil is encountered, a layer of concrete, course gravel or crushed stone may be used for subsoil reinforcement. Shoring and bracing must be furnished when necessary.
- C. The excavation for all structures shall be made to the lines and grades as shown on the plan or as directed by the Engineer. All excess excavated material shall be the responsibility of the Contractor and properly disposed of at an off site location.

1.04 UNCLASSIFIED EXCAVATION

The grading and preparation of subgrade for pavement foundations, curb, gutter and sidewalks, shall conform to these specifications. It shall consist of excavating all earth, old concrete and any other material encountered relative to the required construction. The extent of excavation shall be according to plan or as directed by the Engineer. Should the Contractor cut below true subgrade, he will be required to re-establish subgrade, in accordance with Part 2 of this Section at no additional cost to the City.

1.05 BLASTING

Blasting will not be allowed except by written permission from the Director of Public Works.

PART 2 – BACKFILL

2.01 BACKFILL AT PIPE ZONE

Washed stone, equal to NYSDOT Standard Specifications Table 703-4, No. 1, with 100% passing 1 inch sieve, shall be deposited in the trench simultaneously on both sides of the pipe for the full width of the trench, in even layers to a maximum elevation of one (1) foot above the top of the pipe.

2.02 BACKFILL UNDER SIDEWALKS, CURBS AND STREET PAVEMENT

- A. Gravel Backfill – Trenches or utility cuts shall be backfilled with an approved screened gravel. The screened gravel shall meet the requirements of Item 304.03, Type 2 of the New York State Department of Transportation Standard Specifications. The gravel shall be placed in layers of not more than one (1) foot and mechanically compacted by an approved method to 95% of standard proctor density.

Dumping of gravel directly from trucks into the trench without compaction will not be allowed. Trench flooding as an alternate means of tamping will not be permitted unless specifically approved by the Engineer.

- B. Flowable Mortar Backfill – Trenches or utility cuts may be backfilled using flowable mortar instead of gravel. Flowable mortar must be used (1) when ROW structures or pavements were undermined during excavation, (2) to fill cavities beneath structures (3) after repair of manhole chamber or (4) when ordered by the Engineer.

The mortar mix shall flow easily and spread to all parts of the excavation (3” x 6” cylinder volume shall spread at least 8 inches in diameter on a flat, smooth surface). It shall yield a compressive strength greater than 75 psi but

less than 200 psa and shall be used within 2.5 hours from mixing. The mix shall not be placed on frozen ground and shall not be subject to loads for at least 24 hours after placement.

- D. Excavated material may be used as backfill material when, in the opinion of the Engineer, the material is suitable for such purpose. In cases where excavated material is not satisfactory for backfilling, the Contractor will be required to use imported gravel or flowable fill for backfilling as called for in Paragraphs A and B above.

#### 2.03 BACKFILL IN TERRACE AREA

- A. Terrace Area (between curb and property line) – The Contractor may backfill with the material removed during excavation providing that the trench is not within one (1) foot in any direction of a sidewalk, drive approach or curb. No stone larger than eight (8) inches in its greatest dimension shall be used in the backfilling. The material shall not be allowed to slough under curb, sidewalk or pavement. If the utility trench is within one foot of the sidewalk or curb and/or is parallel to the sidewalk or curb, all excavated material must be hauled away and the trench must be backfilled as per the requirements of Section 2.02 above.

#### 2.04 BACKFILL OF ABANDONED PIPES

- A. An abandoned underground, gravity-flow pipe which is left in-place shall be completely filled with flowable mortar, as specified in Paragraph 2.02B above. The down gradient end of the pipe shall be plugged with mortar and allowed to cure. The flowable mortar shall then be placed in the opposite end of the pipe in a manner which fills the entire diameter of pipe with the flowable mortar.
- B. Underground pressure-flow pipes which are abandoned shall be excavated and removed, as determined by the Engineer.

END OF SECTION

SECTION 02260

MANHOLES AND DROP INLETS

PART 1 – GENERAL

1.01 SCOPE

This specification covers the replacement, repair or adjustment of manholes, handholes and drainage units in the right-of-way.

1.02 REFERENCES

The requirements stated in the NYSDOT Standard Specifications Section 604 “Catch Basins, Manholes, Field Inlets, Drop Inlets and Leaching Basins” and Section 655 “Frames and Grates” shall be part of these specifications and incorporated below. Where a conflict occurs between the NYSDOT Specifications and the City’s Specifications, the City’s Specifications shall govern.

1.03 ADJUSTMENT RINGS AND FRAMES

The Utility shall furnish the prefabricated adjustment rings and frames for drainage units and manholes. The extensions shall elevate and support the manhole covers and drainage grates without the necessity of removing the original manhole casting or drainage unit frame, when the street is resurfaced or reconstructed.

PART 2 – MATERIALS

2.01 PREFABRICATED UNITS

All gratings, manhole covers, frames and adjustment rings shall meet the material requirements of NYSDOT Section 715. They shall be in new condition with no defects and approved by the Engineer prior to placement.

2.02 MORTAR

The material requirements for mortar used in laying block for manholes, drop inlets or other masonry products shall conform to NYSDOT Section 705-21. the mix ratio shall be one part Portland cement to three parts sand (1:3,Portland:sand).

2.03 ALTERING MANHOLES AND DROP INLETS

Unless otherwise directed by the Engineer, alterations shall be made with the same type of material used in the original construction. The Contractor may use Common Brick, Concrete Brick or Precast Concrete Pavers.

PART 3 – EXECUTION

3.01 MANHOLE CHAMBER REPAIR

- A. A manhole chamber or drainage structure shall be repaired prior to any framework if the chamber is badly deteriorated or structural unstable. The area or extent of the repair shall be determined by the Engineer.
- B. Bricks- all bricks shall be laid in full mortar beds. Brick rows shall be set at a slight offset from the preceding brick row.

- C. Joints – All joints in masonry units shall be full mortar joints not greater than a half inch (0.5”) wide on the inside and outside. The outside of each structure shall be plastered with a half-inch (0.5”) thick mortar coat.
- D. Backfill – No structure shall be backfilled until all the mortar has completely set. Backfilling around manhole chambers or drainage structures shall comply with Section 02200 Part 2.02B – Flowable Mortar Backfill.

### 3.02 FRAMES

- A. Frames, covers and grates shall be placed true to line and grade. Suitable measures shall be taken to ensure that the grates and covers shall have continuous, full and uniform bearing contact with their corresponding frames and shall be non-rocking when in place and under the influence of traffic or other loads. Frames shall not be leveled by use of any material object such as wooden wedges or stones.
- C. The frame shall be set on a mortar bedding between a half to two inches (0.5” – 2”) thick. The mortar shall adjoin the entire bottom surface of the frame flange. An additional one-inch of mortar shall then be placed on top of the frame flange and connected with the mortar bedding. Excess mortar shall be pared and trolled, inside and outside the chamber, to create a watertight seal. Pavement material shall not be placed until all the mortar has completely set.

### 3.02 ADJUSTMENT RINGS AND FRAMES

- A. Prior to the placement of the surface course and after the binder course, the Contractor shall install adjustment rings and frames for manholes and drainage units. The adjustment ring or frame shall be placed so the cover or grate will not protrude above the finished surface of the pavement. When adjustment rings or frames having incremental height adjustments are installed and the increment cannot produce a height which will result in the cover being flush with the pavement surface, they shall be installed so the cover or gate is no more than one increment below the finish grade of the pavement.
- B. To assure a firm and secure fit with the adjustment ring or frame, the seat of the existing manhole casting or drainage unit frame shall be free of all foreign material at the time of installation. The entire assembly shall be set on the seat of the existing casting or frame and the locking devices shall be tightened evenly.
- C. All rings or grates shall be protected from displacement caused by traffic maintained on the roadway or equipment used in paving operation.

END OF SECTION

SECTION 02310

PAVEMENT FOUNDATION

PART 1 – GENERAL

1.01 GENERAL

The Contractor shall construct pavement foundations in accordance with these specifications on a prepared subgrade and in conformity with the lines, grades, thickness and typical cross-section as shown on standard drawings and/or plan.

1.02 GRANULAR MATERIAL FOR FOUNDATION

- A. When in the opinion of the Engineer the field conditions are such that the sub base or sections of the sub base are not satisfactory for laying a pavement foundation, the Contractor shall furnish and place New York State approved gravel to depths as shown on plan or as determined by field conditions.
- B. Gravel shall be well-graded material conforming to the New York State Standard Specifications for Item 304-2.05, Type 4. The gravel is to be placed and compacted in lifts in accordance to State Specification 203-3.12 and resulting with a compaction of not less than 95% of standard proctor density for this gravel. After compaction, the sub base shall be true to grade and cross-section. The sub base must be thoroughly compacted so that it will not weave under the roller.

1.03 PAVEMENT FINE GRADE

- A. Before any paving material is placed, the sub base shall be fine graded, and shaped to line and grade with an approved template so constructed for this work.
- B. The sub base shall be compacted with an approved self-propelled roller weighing not less than 5 tons. All hollows and depressions which develop under rolling shall be filled with New York State approved gravel acceptable to the Engineer and shall again be rolled. This process of shaping, rolling and filling shall be repeated until no depressions develop. The Contractor shall remove boulders, spongy material, roots, stumps and any other objectionable material as directed by the Engineer. New York State approved gravel fill shall be used for replacement material for any suitable material removed. Method of replacement shall conform to the requirements under Article 1.02 – GRANULAR MATERIAL FOR FOUNDATION.
- C. The subgrade shall not be muddy nor otherwise unsatisfactory when the pavement is placed upon it. If the fine grade becomes rutted or displaced due to any cause whatsoever, the Contractor shall regrade same without additional payment.

1.04 CONCRETE FOUNDATION

The material and construction for this item shall be the same as specified in Section 2400 – CONCRETE.

END OF SECTION



SECTION 02330

ASPHALT PAVEMENT

PART 1 – GENERAL

1.01 SCOPE

This specification covers hot-mixed, hot-laid asphaltic concrete for surface courses of pavement. This asphaltic concrete surface shall be paid to a uniform compacted depth as shown on plan or as directed by the Engineer.

1.02 REFERENCES

The requirements stated in the NYSDOT Standard Specifications Section 400 "Bituminous Pavements", Section 633 "Conditioning Existing Pavement" and Section 702 "Bituminous Materials" shall be part of these specifications and incorporated below. Where a conflict occurs between the NYSDOT Specifications and the City's Specifications, the City's Specifications shall govern.

PART 2 – MATERIALS

2.01 BINDER COURSE

The course aggregate, fine aggregate, asphaltic cement and the grading of same shall meet every detail of NYSDOT Standard Specifications for Bituminous Concrete, Item 403.13, Type 3.

2.02 SHIM COURSE

The mixture of aggregate, filler and bituminous material shall conform to the NYSDOT Standard Specifications, Item 403.15 – Type 5

2.03 TOP COURSE

The Bituminous wearing surface shall be of hot-mix, hot-laid, asphaltic concrete, NYSDOT Standard Specifications for Bituminous Concrete, Item 403.19 Type 7F.

PART 3 – EXECUTION

3.01 WEATHER AND SEASONAL LIMITATIONS

- A. No mixture shall be spread when the sub base is wet or when other conditions prevent proper spreading, finishing or compaction.
- B. Bituminous plant mix shall not be placed when the surface temperature falls below 40 degrees Fahrenheit, unless approved by the Engineer.
- C. As a general rule, paving shall be discontinued during the period of November 15 through May 1 of the following year. The Contractor shall consult with the Engineer before paving during this restricted time period.
- D. Any binder course, placed by the Contractor, which shall be permanently incorporated into the final repair and left open to traffic over the winter, shall be cleaned in accordance with Article 3.02 – CONDITIONS OF EXISTING SURFACE and tack coated in accordance with Section 01200, Article 2.03.D – Tack Coat. Cleaning and tack coating shall be done immediately prior to overlaying.

3.02 CONDITIONING OF EXISTING SURFACE

- A. Existing surfaces to be overlaid or sealed shall be cleaned by the use of mechanical sweepers, hand brooms, or other effective means until the surfaces are free of all material which might interfere with the bond between the overlay material and the existing surface. The surface shall be left clean until the overlay operations are completed.
- B. All unsealed and inadequately sealed joints and cracks, as determined by the Engineer, shall be subjected to a compressed air stream for cleaning. All dirt and loose material shall be cleaned using an approved method and shall be left clean until sealing, filling or paving operations are completed.

### 3.03 HAULING ASPHALT MATERIAL

Mixtures shall be transported to the work site in trucks having tight, clean, smooth metal beds. No load shall leave the mixing plant that is not thoroughly protected by a waterproof canvas cover. Truck covers shall be so fastened as to exclude all wind. Any trucks causing undue delays shall not be used on the job.

### 3.04 SPREADING AND FINISHING

- A. The placing of the mixture shall be accomplished by mechanical spreading and finishing equipment. The equipment shall consist of self-powered pavers, capable of spreading and finishing the mixture true to line and grade. The mixture shall be spread and finished by hand methods acceptable to the Engineer in areas such as intersections where it is impractical to follow the spreading and finishing procedure specified above.
- B. If the areas to be paved are small and scattered, a paver may be dispensed with and the course spread by hand methods as directed by the Engineer. For such areas, the mixture shall be dumped, spread and screeded to give the required section and compacted thickness.
- C. All types of asphalt course shall be placed in maximum lifts of three (3) inch compacted thickness.

### 3.05 COMPACTION

- A. After the mixture is spread, it shall be thoroughly and uniformly compacted by a self-propelled roller weighting not less than ten (10) tons. The required rolling shall be completed while the materials are at a temperature at which proper compaction can be secured. Rolling shall proceed as per NYSDOT Standard Specification Article 401-3.12. Rollers shall be kept moist the full width of the rolls to prevent adhesion of bituminous material.
- B. Along forms, curbs headers, walls, and other areas not accessible to the rollers, or for small patch areas, the mixture shall be thoroughly compacted with mechanical tampers as directed by the Engineer.
- C. Suitable means shall be provided to keep compaction equipment and other tools free from bituminous accumulations. The surface of the pavement shall be protected from drippings of oil, kerosene, or other materials used in paving and cleaning operations.
- D. Any mixture that becomes loose or broken, mixed with dirt, or is in any defective shall be removed and replaced with fresh hot mixture which shall be compacted to conform with the surrounding area. Any areas showing an excess or deficiency of bituminous material shall be corrected to the satisfaction of the Engineer.

### 3.06 JOINTS

- A. In the formation of all joints, the exposed edge of the existing layer that will become part of the joint shall be the full thickness of the layer and straight. If the existing edge is unacceptable as determined by the Engineer, the edge shall be corrected by using a power saw or other approved tools to cut a neat, straight line.

- B. The pavement of successive courses shall be such that all joints are offset at least six (6) inches from the joint of the lower pavement course.

END OF SECTION

SECTION 02350

CONCRETE BLOCK PAVING – TERRACE AREAS

PART 1 – GENERAL

1.01 DESCRIPTION

This work consists of furnishing and installing concrete block paving when required by the Contractor.

1.02 QUALITY ASSURANCE

- A. Installer Qualifications – Minimum of 2 years experience in comparable paving work.

- B. Allowable Tolerances:

1. Block dimensions: Plus tolerance 1/16 inc, minus tolerance 1/16 inch
2. Completed base course: within ½ inch of grade indicated on drawings measured with a 10-foot strait edge.

1.03 SUBMITTALS

Submit manufactures literature on the requested paving block(s).

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Avoid damage to paving blocks
- B. Avoid contamination of sand with water or foreign materials.

1.05 PROTECTION

- A. Provide and maintain barricades and warning devices as required to prevent vehicular and pedestrian traffic on newly installed paving blocks or setting bed.
- B. Protect prepared subgrade, base course and setting bed from inundation from any source, until completion of paving block cement.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Sand – ASTM C-33, except containing maximum of 2% by weight of any combination of shale, schist, alkali, earth, mica, coated grains, and soft or flaky particles. Graduation:

SIEVE SIZE	BEDDING SAND		JOINT SAND	
	PERCENT PASSING		PERCENT PASSING	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM

3/8"	100		100	
No.4.	95	100	100	
No.8	80	100	95	100
No. 16	50	85	70	100
No. 30	25	60	40	75
No. 50	20	30	10	35
No. 100	5	15	2	15
No. 200		10		0

2.02 BASE COURSE

The base course shall conform to requirements of the New York State Department of Transportation Standard Specifications, Section 304, Item No. 304.05 – Type 4.

PART 3 – EXECUTION

3.01 EQUIPMENT

A. Control Bars

1. Wood or metal, rectangular or circular cross sections
2. Smallest dimension sufficient to product setting bed of finished depth indicated on drawings.
3. Sufficient strength and stability to support required manipulation of screed bar without deflection or displacement.

B. Screed Bar

1. Wood or metal, rectangular in cross-section
2. Smallest external dimension: 2 inches.
3. Sufficient strength to withstand required manipulation without deflection.

C. Compaction Equipment

1. Plate compactor capable of 5000-pound compaction force.

3.02 INSTALLATION

A. Subgrade

1. Bring to smooth even surface parallel with finished grades indicated on drawings.
2. Remove stones, clay lumps and other objects over 1 inch in greatest diameter from subgrade surface.
3. Adjust elevation of valve boxes, hand holes and other access facilities for underground utilities to meet finished pavement grade.

B. Sub base Course

1. Place and compact to depth indicated on drawings in conformance with requirements of Article 2.02 – BASE COURSE of this section.
2. Compact to 100% dry density as determined by ASTM D-698
3. Do not proceed with construction until completed sub base course has been approved by Engineer.

C. Setting Bed

1. Place control bars on base course, parallel to each other.
2. Place bedding sand between control bars, strike off even with top of control bars, using screed bar.
3. Fill low or porous areas with additional material and re-screed, repeat until uniform, smooth setting bed, of depth indicated on drawings, is established.
4. Reset control bars to next area to receive setting bed.
5. Fill and level depressions left by control bars.
6. Repeat process described above until entire setting bed is completed.
7. Do not compact bedding sand. Loosen and re-screed sand that has become compacted.
8. Do not allow exposed setting bed to stand overnight.

D. Laying Block

1. Do not lay paving block until setting bed has been approved by Engineer.
2. Place pavers in straight courses, with approximately 1/8-inch wide joints and uniform top surface.
3. Use string lines to hold pattern straight and true.
4. Cut paving blocks as required to maintain pattern along pavement edges with approved mechanical cutting equipment.
5. Sweep surface of paving blocks clean of all debris.
6. Compact surface with minimum of three passes with compactor

E. Joint Treatment

1. Sweep surface with joint sand until joints are filled.
2. Compact surface with minimum 2 passes with compactor.
3. Continue above process until joints are completely filled with sand.

3.03 CLEANUP

Upon completion of paving operations, remove excess and spilled materials from completed surfaces to approval of Engineer.

END OF SECTION

## SECTION 02400

### CONCRETE SIDEWALK AND CURBING

#### PART 1 – GENERAL

##### 1.01 SCOPE

This specification covers the material, method and installation required by the Contractor to repair damaged concrete streets, curbs, gutters and sidewalks. The Contractor shall provide all necessary labor materials and equipment to complete the work as hereinafter specified or as directed by the Engineer.

##### 1.02 DEFINITIONS

- A. “Aprons”: Shall mean that portion of a driveway approach between the backside of the curb and the street side of the sidewalk.
- B. “Step Block”: Shall mean a series of one (1) tread and one (1) riser.
- C. “Steps”: Shall mean a minimum series of two (2) treads and two (2) risers.
- D. “Terrace Blocks”: Shall mean a walkway between the main sidewalk and the backside of the curb.

#### PART 2 – MATERIALS

##### 2.01 CEMENT

- A. The cement to be used shall be Portland Cement Type II conforming to the current ASTM C150 Specification.
- B. Test Reports: Proposed cement manufacturer and Mill Test Reports must be submitted to the Engineer for approval thirty (30) days prior to anticipated use.

##### 2.02 FINE AGGREGATE

- A. Fine aggregate shall consist of hard, strong, durable, uncoated grains, free from organic impurities, and shall conform to the NYSDOT Standard Specifications Item 703-07.
- B. Test Reports: Proposed source of supply of fine aggregate, and report of all tests required by this section made by an independent testing laboratory, current within six (6) months must be submitted to the Engineer for approval thirty (30) days prior to anticipated use.

##### 2.03 COURSE AGGREGATE

- A. Coarse aggregates shall consist of hard, durable, crushed gravel or crushed stone free from clay, silt, shale or other soft or laminated stone. The stone shall be clean and uncoated. The standard of quality for the coarse aggregate shall be the New York State Department of Transportation Specification 703-02 “Coarse Aggregate” for crushed stone or crushed gravel.
- B. Test Reports: Proposed source of supply of coarse aggregates and reports required for standard of quality made by an independent testing laboratory current within the past (6) months must be submitted to the Engineer for approval thirty (30) days prior to anticipated use.

##### 2.04 WATER

Water shall be clean and free from oils, acids, alkalis, organic matter or other deleterious substances.

#### 2.05 AIR ENTRAINMENT

Air entrainment admixtures shall comply with current specification for air entraining admixtures for concrete ASTM Standard Specification C-260. Manufacturer is to be approved by the Engineer.

#### 2.06 WATER REDUCING AGENT

Water reducing agent shall comply with current specification for water reducing agents ASTM C-494, Type A. Manufacturer is to be approved by the Engineer.

#### 2.07 CONCRETE MIX DESIGN

- A. Mix design shall be established by an independent testing laboratory conforming to ACI 211 using approved materials and submitted to the Engineer for approval. The concrete shall consist of a design mixture of Portland Cement, fine and coarse aggregates, water, and admixtures ( Air Entrainment and Water Reducing Agent). The concrete mixture shall have a minimum cement content of not less than six (6) bags of cement per cubic yard. The proportions of fine aggregate to coarse aggregate shall be quantities of these materials which will product a workable and plastic concrete having a compressive strength of not less than four thousand (4000) pounds per square inch at twentyeight (28) days when tests are made in accordance with ASTM C-31 and ASTM C-39 Specifications. The design shall be made for workability equal to slump of four (4) inches as measured according to ASTM C-143 Specification with the smallest quantity of mixing water. The coarse aggregate shall consist of No. 1 and No. 2 sizes with not more than 50 percent nor less than 30 percent No. 1 aggregate size.
- B. Air entrainment is to be in accordance with ASTM C-260 and designed for amounts not less than five (5) percent and not more than seven (7) percent. Water reducing agents shall be in accordance with ASTM C-494 and shall reduce the total water required by at least ten (10) percent without any loss of workability and produce an increased strength proportional to the water/cement ratio.

### PART 3 – GENERAL INSTALLATION

#### 3.01 CONCRETE MIXING

Ready-mixed concrete shall be measured, mixed and delivered in accordance with the requirements set forth in the New York State Department of Transportation Standard Specifications for Ready-mixed Concrete and ASTM Standard Specifications, Designation C94. Discharge of the concrete from the truck mixer shall be complete within one hour after the introduction of mixing water to the cement and aggregates. The retempering of concrete which has partially hardened with or without additional materials or water is prohibited.

#### 3.02 COLD WEATHER CONSTRUCTION

Concrete shall not be placed on frozen subgrade or where the subgrade under adjacent pavement is frozen. Concrete may be placed when the air temperature in the shade, and away from artificial heat, is not less than 40 degrees Fahrenheit and rising. Concrete shall not be placed when the temperature is 40 degrees Fahrenheit or less and falling, and shall conform to ACI 306-66 Specifications, "Recommended Practice for Cold Weather Concreting".

#### 3.03 HOT WEATHER CONSTRUCTION

All concreting operations during hot weather shall conform to the requirements of ACI 605-59 "Recommended Practice for Hot Weather Concreting". Care shall be taken to protect the concrete. The operations shall be

scheduled to avoid problems that occur with flash set or too rapid drying conditions. Increasing the water cement ratio is not an acceptable method for retarding the set of concrete. Consideration shall be given to maintaining the temperature of the cement, aggregates, and mixing water. The temperature of the concrete at the time of delivery to the job site shall not exceed 90 degrees Fahrenheit. When the ambient air temperature exceeds 75 degrees Fahrenheit, an approved retarder shall be incorporated into the design mix.

### 3.04 CURING

- A. As soon as the concrete has hardened sufficiently to prevent damage, the finished surface shall be protected by waterproof paper blankets. A standard of quality for paper blankets shall conform to ASTM C-171 "Waterproof Paper for Curing Concrete." The Contractor shall take necessary steps to keep cover material moist and in proper position, firmly anchored down at all times during the curing period of seven (7) days. The concrete surface must not be damaged or pitted by rain.
- B. The Contractor may use a liquid membrane if a letter requesting permission is submitted to the Director of Public Works and the following criteria is adhered to:
  - 1. Liquid membrane shall conform to ASTM C-309 or latest revision.
  - 2. Liquid membrane is to be an approved material for curing by the New York State Department of Transportation.
  - 3. The curing compound is to be applied in accordance with the manufacturer's specifications.
  - 4. The concrete is to be covered as soon as the liquid membrane has dried with an approved material such as canvas, white paper, etc. The cover will be maintained for a minimum of seven (7) days.

### 3.05 PROTECTION OF WORK

- A. The Contractor shall furnish, erect and maintain suitable safety barriers to protect the finished surface until the concrete is cured. Acceptable forms of protection are traffic cones and/or safety barricades with brightly colored flagging. Wooden or steel stakes with flagging shall not be used under any circumstances.
- B. Any concrete section damaged or vandalized prior to final acceptance shall be repaired or replaced by the Contractor at his own expense, to the satisfaction of the Engineer.

## PART 4 – CONCRETE SIDEWALK INSTALLATION

Reference: Drawing No. DPW 11 – DPW 14

### SUBGRADE

Subgrade shall be placed on a compound sub base and graded to the proper elevation by using washed stone or AOB.

### FORMS AND FORMING

Forms to contain concrete may be of wood or metal. Forms shall be required to form the full depth of the section required: e.g. four (4) inch forms of four (4) inch slabs six (6) inch forms for six (6) inch slabs, etc. Forms shall be properly staked and braced to provide straight alignment. Forms are to be set so that finished sidewalk will have a slope equal to ¼ inch to the foot of width pitched toward the roadway.

### CONCRETE THICKNESS



- A. Concrete sidewalks shall be a minimum of four (4) inches thick in all areas, except that sidewalks spanning driveways and downtown areas shall have a minimum depth of six (6) inches.
- B. Drive aprons at drive approaches shall have a minimum thickness of six (6) inches.

#### CONSTRUCTIONS JOINTS

The sidewalk shall have straight traverse joints every five (5) feet by one of the following methods:

1. The use of one-eighth inch thick by four inch wide (1/8"x4") metal plate. All joints and outer edges shall be neatly rounded and finished with edger tools.
2. Saw cur to a depth of 25% of the slab thickness, up to a maximum depth of three (3) inches. All cuts shall be completed within 24 hours from initial placement of concrete.

#### EXPANSION JOINT

- A. Material-The expansion joint shall be ¼ inch thick premolded bituminous material the full depth of the section.
- B. Expansion joints shall be installed in the new sidewalk at the start of, and every 25 to 30 feet thereafter AOB, and also in those areas where the sidewalk abuts the curb, pavement, telephones poles, water hydrants, and other structures.

#### PRE-FORMED EXPANSION AND ISOLATION JOINT

Expansion joint material, conforming to ASTM D-994; pre-formed expansion joint filler, shall be approved. The material shall be ¼ inch in thickness and must extend the full depth of the slab. It shall be installed every twenty (20) to twenty-five (25) feet and also, where the sidewalk abuts the curb, pavement, buildings and other structures.

#### PLACING OF CONCRETE

Prior to placing of concrete, the sub base and forms shall be wetted. The concrete is to be poured with no more than a three (3) inch slump. If the concrete is supplied from a ready-mix plant, the concrete must be in place within sixty (60) minutes after initial mixing water is added. The total mixing water shall not exceed five (5) gallons per ninety-four (94) pound sack of cement. When the ambient air temperature exceeds 75 degrees Fahrenheit, the concrete must be in place within thirty (30) minutes from the addition of the initial mixing water unless a retarder is used. Retempering of concrete will not be permitted.

#### FINISHING

- A. Once concrete has been deposited, it shall be immediately screeded to correct elevation and then the dividers shall be put in place. When the concrete has set enough, the surface may be floated with a wood hand float, metal ball float or any other acceptable method. Final finish shall be done with a fine hair push broom or swirl wood float finish. All edges and joints shall be edged with a rounded tool of ¼ inch radius and transverse joints shall be the width of the walk every five (5) lineal feet.
- B. The procedures for finishing shall include the following operations in the proper sequences to the satisfaction of the Engineer.
  1. Screen to proper grade
  2. Float exposed surfaces

3. Edge.
4. Let set.
5. Cut full depth of joints by removing face forms and/or divider plates (See No. 11).
6. Magnesium float.
7. Edge
8. Broom
9. Re-edge.
10. Cure.
11. Saw cut joints – optional

#### CURING

See Article 3.04 – CURING of this Section

#### BACKFILL

After the forms are removed, exposed sides of the sidewalk shall be backfilled with gravel and rough graded to eliminate safety hazards. The backfill material shall be compacted gravel or soil and free of large stones. When stated in the Contractor's Agreement or Permit, the top two (2) inches of backfill material shall be feathered and graded with top soil, meeting the existing ground at a maximum distance of three (3) feet from the sidewalk edges(s).

#### DRIVE APRONS

- A. Drive aprons shall be constructed as shown on the work order and drawings. Payment shall be the same as six (6) inch sidewalk. There shall not be any dummy joints constructed without prior approval of the Engineer.
- B. The Contractor may make an agreement with the property owner to increase the specified quantities provided the property owner agrees in writing, to pay the additional costs. The City will not participate in any work done on private property.

#### PART 5 – CONCRETE CURB AND GUTTER INSTALLATION

5.01 Reference: Drawing No. DPW 6 – DPW 9 & DPW 14

##### 5.02 SUBGRADE

Subgrade shall be placed on a compacted sub base and graded to the proper elevation by using washed stone or AOBs.

##### 5.03 FORMS AND FORMING

- A. Forms shall be free from, warp and of sufficient strength to resist springing out of shape. All wood forms shall be thoroughly wetted and metal forms oiled before depositing any material against them. All mortar and dirt shall be removed from forms that have been previously used. Forms shall be required to form the full depth of the section required. Forms shall be properly staked and braced to provide straight alignments and conform to the shape of the appropriate section. Dividers shall conform to shape of section desired.
- B. A front form may be eliminated when the existing street pavement creates a smooth, uniform edge for placing concrete. The vertical placement edge shall be of matching curb thickness and grade and may only be used with the Engineer's approval.
- C. The forms in a sectional curb repair shall be set to match the same grade and dimensions as the existing curb of the same line. The new curb shall not follow the grade of the adjacent pavement surface if the pavement is damaged or uneven. For this case, a small area, less than six (6) inches wide, shall remain between the new curb and the pavement. After the forms are removed, the open area shall be filled with concrete or asphalt at the Contractor's expense.

#### 5.04 CONSTRUCTION JOINTS

The curb shall have straight traverse joints every ten (10) feet (or less as dictated by the existing curb sections) by one of the following methods:

1. The use of one-eighth inch thick by four-inch wide (1/8" x 4") metal plate. All joints and outer edges shall be neatly rounded and finished with edger tools.
2. Saw cut to a depth of 25% of the slab thickness, up to a maximum depth of three (3) inches. All cuts shall be completed within 24 hours from initial placement of concrete.

#### 5.05 PREMOLDED BITUMINOUS EXPANSION JOINT

- A. The expansion joint shall be ¼ inch thick premolded bituminous material the full depth of the section. Expansion joint shall be installed in the new curb at the start of, and every 40 to 50 feet thereafter. Expansion joint shall be installed at each side of the catch basins.
- B. Expansion joints shall be installed in the new curb at the start of, and every 40 to 50 feet thereafter. If the expansion joint is omitted, 20 feet of curbing will be deducted from pavement for each expansion joint that is missing. Payment will be made when one block is removed and repoured with the proper expansion material in place for each omission.

#### 5.06 PLACING OF CONCRETE

Prior to placing of concrete, the subways and forms shall be wetted. The concrete is to be poured with no more than a three (3) inch slump. If the concrete is supplied from a ready-mix plant, the concrete must be in place within sixty (60) minutes after initial mixing water is added. The total mixing water shall not exceed five (5) gallons per ninety-four (94) pound sack of cement. When the ambient air temperature exceeds 75 degrees Fahrenheit, the concrete must be in place within thirty (30) minutes from the addition of the initial mixing water unless a retarder is used. Retempering of concrete will not be permitted. After concrete is poured into the forms, it shall be puddle and spaded or vibrated by mechanical means so as to insure a dense and thorough mixture free from honeycomb and excessive pockets.

#### 5.07 FINISHING

- A. Before the concrete has thoroughly set and while the concrete is still green but firm enough to stand up, the form covering the exposed face of curb shall be removed and the front and top of the exposed surfaces shall be

finished with a float or steel trowel to make a uniform finished surface. Special tools and methods may be used to work the concrete to the shapes conforming to the sections as specified. Joints left by dividers at equal intervals must be left clean and unplugged to the full depth of the section. All edges are to be tooled with a ¼ inch edger unless specified otherwise.

B. The procedures for finishing shall include the following operations in the proper sequences to the satisfaction of the Engineer:

1. Screen to proper grade.
2. Float exposed surfaces.
3. Edge.
4. Let set.
5. Cut full depth of joints by removing face forms and/or divider plates (See No.11)
6. Magnesium float.
7. Edge
8. Broom.
9. Re-edge.
10. Cure.
11. Saw cut joints – optional

#### 5.08 CURING

See Article 3.04 – CURING of this Section

#### 5.09 BACKFILL

After the forms are removed, the backside of the curb shall be backfilled with gravel and rough graded to eliminate potential safety hazards. The backfill material shall be compacted gravel or soil and free of large stones. When stated in the Contractor's Agreement or Permit, the top two (2) inches of backfill material shall be feathered and graded with top soil, meeting the existing ground at a maximum distance of three (3) feet from the sidewalk edge(s).

#### 5.10 CURB CUTS & OPENINGS

Only with prior approval from the Engineer, the Contractor may cut the curb to create an opening (for a driveway or ramp) instead of removing and constructing a new curb. The curb shall be cut using a mechanical saw with a properly designed blade and left with a smooth, uniform finish. The curb shall not be broken or cracked using alternate means. The length and flare of the cut shall be determined by the Engineer with reference to Drawing No. DPW 13.

END OF SECTION

SECTION 02420

STONE AND ASPHALT CURBING

PART 1 – GENERAL

1.01 SCOPE

This specification covers the materials and installation procedures required by the Contractor to repair damage to stone and asphalt curbs. The Contractor shall furnish and place curb of type shown on the standard drawings, where shown on plan or as ordered by the Engineer.

PART 2 – MATERIALS

2.03 GRANITE STONE CURB

- A. The stone curb shall be of a hard and durable granite of light color satisfactory to the Engineer, free from seams which impair its structural integrity and of a good smooth splitting appearance. The granite shall come from approved quarries and when tested, shall have a "Dorry Hardness Value" of not less than seventeen (17). The curb shall conform to the shape and size shown on the standard drawings with the following allowable tolerances:

Item	Required Dimensions
Depth	16" + 1'
Face Batter	¾" in 10"
Min. Length of Section	3'

- B. All curb shall have top surface sawed to an approximate true plane with no projection or depression of over ¼ inch. The front and back arris lines shall be pitched straight and true. The back surface shall have no projection to exceed four (4) inches and twelve (12) inches, three (3) inches down from the top. The front face shall be at right angles to the plane at the top and shall be smooth quarry split free from drill holes in the exposed face with no projections or depressions exceeding ½ inch in eight (8) inches down from the top arris line. For the remaining distances there shall be no projection or depression greater than one (1) inch measured in the same manner. The arris lines at the ends shall be pitched with no variation from the plane of the face greater than 1/8 inch. The ends of all curb sections shall be square with the planes of the top and the face and so finished that when the sections are placed end to end as closely as possible, no space more than ½ inch shall show in the joint for the full width of the top or down on the face for eight (8) inches. The remainder of the end may break back not over twelve(12) inches from the plane of the joint. The curb shall be thoroughly cleaned and free from any iron rust or iron particles. The joints of all radius curb shall be cut on radial lines. All radius curb shall be cut to conform to the radius lengths as shown on plan.

2.02 MORTAR

Mortar for filling joints shall consist of one part of Portland Cement with one part of mortar sand mixed as stiff as practicable and of such consistence that it will require rodding when placed in joints.

2.03 ASPHALT CONCRETE CRUB

The New York State Public Works Specification shall apply except the fiber shall be added to the curb mix in the amount of two to three percent (2% to 3%).

2.04 CONCRETE CURB AND GUTTER

Specifications for concrete curb, concrete gutter, and concrete curb and gutter are included in Section 02400 – CONCRETE.

PART 3 – EXECUTION

3.01 Reference: Drawing No. DPW 10

3.02 GRANITE CURB INSTALLATION

A. The curb shall be set true to line and grade on an approved foundation course providing a firm and uniform bearing. The foundation course shall consist of porous material as specified under its respective item. All spaces under the curb shall be carefully and thoroughly rammed so that it shall be completely supported throughout its entire length. The trench for the curb shall be excavated for a width equal to the curb plus twelve (12) inches and to a depth indicated on the standard drawings or as ordered by the Engineer. Curb sections shall be fitted together as closely as possible but not closer than 1/8 of an inch to form a joint. The joints in the curb shall be carefully filled with cement mortar, rodded in place and applied in the manner as indicated on the standard drawings. The top and exposed front shall be neatly pointed flush with the curb surfaces and satisfactorily cleaned of all excess mortar. The posed face of all curb shall be set a minimum distance of 1 ½ inches away from the edge of the pavement foundation in order to provide suitable working clearance. The 1-½ inch space shall be filled with cement mortar after curb is set. After the curb has been set, the trenches shall be backfilled and thoroughly tamped with an approved material. The granite curb stub ends shall be finished off by installing a tapered driveway transition piece. The Contractor shall protect the curb and keep it in alignment and first class condition until the completion of the contract. Any curb which is damaged at any time previous to the final acceptance of the work shall be removed and satisfactorily replaced at the Contractor's expense. Driveway openings and catch basins are to be provided as shown on the standard drawings and the attention of the Contractor is hereby directed to those specifications which entail straight granite curb twelve (12) inches in depth and transition sections of the dimensions shown thereon.

B. The NYSDOT Standard Specifications shall apply except driveway cuts may be formed by means of a blade (square point shovel is acceptable) and a template to give a uniform appearance with the driveway. The template shall produce a 45-degree angle from top to bottom and a 90-degree angle from side to side.

3.03 CURB CUTS & OPENINGS

Only with prior approval from the Engineer, the Contractor may cut the curb to create an opening (for a driveway or ramp) instead of removing and constructing a new curb. The curb shall be cut using a mechanical saw with a properly designed blade and left with a smooth, uniform finish. The curb shall not be broken or cracked using alternate means. The length and flare of the cut shall be determined by the Engineer with reference to Drawing No. DPW 13.

END OF SECTION

SECTION 02500

GRADING AND SEEDING

PART 1 – GENERAL

1.01 SCOPE

This specification covers the material, method and inspection required by the Contractor to landscape damaged terrace areas. The Contractor shall provide all necessary labor, materials and equipment to complete the work as hereinafter specified or as directed by the Engineer.

1.02 DEFINITIONS

- A. Rough Grading- is to mean the work necessary to prepare the subgrade for topsoil to be compatible with the surrounding landscape.
- B. Subgrade, is to mean that level of earth below the topsoil layer.
- C. Compacted backfill – is to mean a compaction of 95 percent standard proctor density for that material.
- D, Tolerance – is to mean that amount above or below a given line.

PART 2 – MATERIALS

2.01 SELECT BARROWS

- A. The Contractor will be required to supply backfill material to bring the work areas within two (2) inches of finished grade. The backfill shall be free of refuse and/or materials dangerous to plant growth. The maximum size of the material shall be one (1) inch in the greatest diameter.
- B., Rate of application: as needed, compacted.

2.02 TOP SOIL MATERIAL

- A. The topsoil in general, shall conform to the New York State Department of Transportation Specification Section 713.01 "Top Soil". The topsoil shall be the surface layer of soil with no admixtures free of refuse and/or any material dangerous to plant growth. It shall be free of stumps, roots, brush, stones, clay lumps or similar objects larger than half (1/2) inch in the greatest diameter. The topsoil shall be approved by the Engineer.
- B. Rate of Application: Two (2) inch minimum, compacted.

2.03 SEEDS

- A. The standard of quality shall be as specified in the New York State Department of Transportation Specification 713-04 "Seeds," or as herein modified. The age of the seed shall be a crop from the previous year. Mixture to be as follows:

Mixture	%Wt	%Purity	%Germination
Kentucky Blue Grass	10	85	75
Chewing Fescue	15	98	85
Creeping Red Fescue	15	93	85
Perennial Rye Grass	60	85	85

- B. Rate of Application – 15 lbs per 1000 square feet

2.04 MULCH

Mulch material shall be hay mowings of acceptable herbaceous growth or straw – stalks of wheat, rye, oats or other approved crops, free from noxious weeds.

2.05 FERTILIZER

- A. Commercial 5-10-10 complete plant food, part of the elements of which are derived from organic sources.  
 B. Rate of Application – 25 lbs per 1000 square feet.

PART 3 – EXECUTION

3.01 ROUGH GRADING

The Contractor shall grade the sub base, by knocking down high spots and/or by backfilling with approved select borrow material. Any backfill shall be compacted and placed to a grade able to receive topsoil as specified. Compaction shall be equal to a 95 percent standard proctor density of material.

3.02 FINAL GRADING

After completion of rough grading spread and rake approved topsoil over the areas designated by the Engineer to charge to a uniform compacted depth of at least two (2) inches to bring to finish grade. All stones and debris in excess of ½ inches in diameter shall be removed from area.

3.03 FERTILIZER

Work soil until well pulverized, apply approved fertilizer with a mechanical spreader approved by the Engineer in charge at the rate of 25 pounds per 1000 square feet, and work into soil.

3.04 METHOD OF SOWING

- A. Grass seed shall be sown at the rate specified above and not less than three days after fertilizer has been applied to the topsoil. The seed shall be broadcast by approved sowing equipment in two applications, one-half the seed shall be sown while the seeder is traveling at right angles to the first direction.  
 B. After sowing has been completed, a straw or hay mulch shall be evenly applied over the entire surface of the seeded areas, at a rate of two tons per acre except in drainage channels where erosion control fabric shall be



used. The straw shall be in a moist condition at the time of placement or shall be sprinkled immediately after placing.

- C. The contractor shall seed each area as soon as practicable after work thereon has been completed. The Contractor shall maintain the area sown with grass seed until all work under the Contract has been completed and accepted by the Owner. The maintenance shall consist of refilling rain washed gullies, reseeding, watering to keep the soil moist and removal of large obnoxious weeds. The Contractor shall be responsible for maintaining the areas until a stand of grass free of barren spots and large and obnoxious weeds is provided and approved by the Engineer.

### 3.05 CLEAN UP

A project will not be considered completed until all debris is hauled away and the sidewalk, curb and street are swept clean of dirt to the satisfaction of the engineer.

### 3.06 INSPECTION

Prior to the application of mulch to the landscaped area the Contractor's designated superintendent shall notify the Engineer for final inspection. All stones shall be raked, all debris shall have been removed from the site, and the seeded area shall be lightly rolled before requesting an inspection. The Engineer shall be notified a minimum of four (4) working hours before the mulch is applied. The Contractor's superintendent is to be present during inspection.

END OF SECTION

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>Est. Units</b>	<b>Sq Yd.</b>
1.1.1	PAVEMENT	Asphalt Pavement	500
1.1.2	PAVEMENT	6" Asphalt Pavement over 200Sq.Ft.	Sq Yd
1.1.3	PAVEMENT	Asphalt Pavement with Concrete Base	10
1.1.4	PAVEMENT	Asphalt Overlay (original Brick Pavement)	20
1.1.5	PAVEMENT	Surface Treated Street/Driveway Pavement	20
1.1.6	PAVEMENT	Additional Asphalt Binder	20
1.1.7	PAVEMENT	Concrete Pavement	5
1.1.8	PAVEMENT	Brick Pavement	100
1.1.9	PAVEMENT	Brick Pavement (Relay)	5
1.1.10	PAVEMENT	Asphalt Shim Course	Ton
1.1.11	PAVEMENT	5" Temp "Binder Only"	100

			<b>Sq Ft.</b>
1.1.12	CONCRETE SIDEWALK	4" Concrete Sidewalk (>= 200 contiguous SF of S/W)	1
1.1.12	CONCRETE SIDEWALK	Remote 4" Concrete Sidewalk (< 200 contiguous SF of S/W)	300
1.1.13	CONCRETE SIDEWALK	6" Concrete Sidewalk (>= 200 contiguous SF of S/W)	1
1.1.13	CONCRETE SIDEWALK	Remote 6" Concrete Sidewalk (< 200 contiguous SF of S/W)	50

**Ln Ft.**

1.1.14	CURB AND GUTTER	Concrete Saw Cut	20	
1.1.15	CURB AND GUTTER	Concrete Curb & Gutter (12", 15") (>= 50 contiguous LF of C&G construction)	1	
1.1.15	CURB AND GUTTER	Remote Concrete Curb & Gutter (12", 15") (< 50 contiguous LF of C&G construction)	20	
1.1.16	CURB AND GUTTER	Concrete Curb & Gutter (18", 24") (>= 50 contiguous LF of C&G construction)	1	
1.1.16	CURB AND GUTTER	Remote Concrete Curb & Gutter (18", 24") (< 50 contiguous LF of C&G construction)	20	
1.1.17	CURB AND GUTTER	Concrete Vertical Curb (>= 50 contiguous LF of curb construction)	1	
1.1.17	CURB AND GUTTER	Remote Concrete Vertical Curb (< 50 contiguous LF of curb construction)	20	
1.1.18	CURB AND GUTTER	Concrete Vertical Curb (Integral with Sidewalk) (>= 50 contiguous LF of curb construction)	1	
1.1.18	CURB AND GUTTER	Remote Concrete Vertical Curb (Integral with Sidewalk) (< 50 contiguous LF of curb construction)	20	
1.1.19	CURB AND GUTTER	Reset Stone Curb	20	

			<b>Sq.Ft</b>	
1.1.20	HANDICAP ACCESS	6" Handicap Concrete Ramp	100	
1.1.21	HANDICAP ACCESS	4" Concrete S/W adjacent to handicap ramp	100	
1.1.22	HANDICAP ACCESS	Detectable Warning Surface	25	