

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

VILLAGE OF COBLESKILL

SAMPLE PROJECT

SCHOHARIE COUNTY, NEW YORK

CONTRACT NO. X – SAMPLE CONTRACT

FEBRUARY 2012

OWNER:

**VILLAGE OF COBLESKILL
378 MINERAL SPRINGS RD.
SUITE 200
COBLESKILL, NEW YORK 12043**



ENGINEER:

ISSUE DATE: 7/17/12

DOCUMENT 00005

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DOCUMENT 00100**NOTICE TO BIDDERS**

Notice is hereby given that the Village of Cobleskill will accept sealed bids for:

Contract will be awarded based upon the lowest qualified bid for the Base Bid.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings and any Addenda, may be examined at no expense at the Village of Cobleskill Village Hall, 378 Mineral Springs Rd, Suite 200, Cobleskill, NY 12043.

Plans and specifications in **hard copy format or electronic format on CD** may be obtained at the office of

Between the hours of 8:00 am and 5:00 pm upon receipt of \$50.00 per set for a hardcopy or \$10.00 per CD. Checks shall be made payable to _____ for each set of the contract documents so obtained. Receipt of the contract documents by mail must be arranged for individually with a shipping company. Any bidder, upon returning the contract documents in good condition to _____ within 10 calendar days from the bid opening, will be refunded their payment. Any non-bidder may be refunded their deposit only upon returning the contract documents prior to the bid opening.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid form and subject to the conditions provided in the Instruction to Bidders. No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract.

Bids to be considered must be received in a sealed envelope at the Village Office, Attn: Village Clerk, 378 Mineral Springs Rd, Suite 2, Cobleskill, NY 12043 by _____ pm, local time on (date) _____ at which time and place they will publicly opened and read aloud. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled "**BID FOR THE _____**". The sealed bids shall include the completed Bid Form with supporting documentation, Non-Collusive Bidding Certification, and Bid Bond.

The Bidder to whom the Contract is awarded will be required to furnish Performance and Payment Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid.

The Village of Cobleskill reserves the right to consider the bids for sixty (60) days after receipt before awarding any Contract, and to waive any informalities in or reject any and all bids or to accept the one that in its judgment will be for the best interest of the Village. All bids are subject to final review and approval by the Village of Cobleskill before any award of contract may be made. Receipt of bids by the Village shall not be construed as authority to bind the Village.

Owner's Contact: _____

Engineer's Contact: _____

Dated: _____

DOCUMENT 00200

INSTRUCTION TO BIDDERS

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ARTICLE 1 – NYSDOT STANDARD DOCUMENTS

1. In general, the New York State Department of Transportation Office of Engineering *Standard Specifications, Construction and Materials* of May 1, 2008, and all addenda in effect on the date of advertising for bids shall apply, except where modified in these specifications. Updates and modifications of the NYSDOT Standard Specifications, Construction and Materials dated May 1, 2008 are available at:
<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>. The CONTRACTOR should note that the Project Plans are dimensioned in US Customary units only, and that all Payment Items will be measured and paid in US Customary units. Further direction is provided under SPECIAL NOTES. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Village of Cobleskill Department or Official shall be substituted.
2. The Village of Cobleskill or its authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications, Construction and Materials* used on this project.

ARTICLE 2 – DEFINED TERMS

See Document 00800, para. 101-02, for the modification of terms used in the NYSDOT Standard Specifications.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for. Also, Bidder is required to submit certain information with the Bid as an attachment.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

See NYSDOT Standard Specifications, 102-02.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at _____, (AM, PM) local time on (date) _____ at the Village Office, 378 Mineral Springs Rd, Suite 2, Cobleskill, NY 12043. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of _____ percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety. See NYSDOT Standard Specifications, 102-06.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the NYSDOT Standard Specifications, 108-03.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

See NYSDOT Standard Specifications, 108-05.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.12 See also NYSDOT Standard Specifications, 102-05.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price (Contract XX)*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with the Specifications.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 *Lump Sum (Contract XX)*

- A. Bidders shall submit a Bid on a lump sum basis as set for the in the Bid Form.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with all of the attachments outlined in Article 7 of the Bid Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner at address in Article 1.01 of the Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 72 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Notice to Bidders and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 If the Contract is to be awarded, Owner will award the Contract to the Bidder with the lowest responsible bid for the Base Bid.

19.02 See Document 00800, Modifications to General Provisions, Article 103-01 for additional information.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Performance and Payment Bonds.

20.02 See NYSDOT Standard Specifications, 107-06 and Special Notes.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. **Within 15 days thereafter**, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. **Within 10 days thereafter**, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from New York state sales and use taxes on materials and equipment to be incorporated in the Work. Exemption No.14-6002133. Said taxes shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

DOCUMENT 00410.1

BID FORM

TABLE OF ARTICLES

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Bid Recipient	1
Bidder's Acknowledgements	2
Bidder's Representations	3
Further Representations	4
Basis of Bid	5
Time of Completion	6
Attachments to this Bid	7
Defined Terms	8
Bid Submittal	9

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Village of Cobleskill
378 Mineral Springs Rd., Suite 2
Cobleskill, NY 12043*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS**4.01** Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Date: xx/xx/xxxx		CONTRACT NO. X		PAGE X	
LN #1 ITEM DESCRIPTION	EST OF QUANTITIES AND UNITS	UNIT PRICE		BID AMOUNT	
		DOLLARS	CENTS	DOLLARS	CENTS
0000 ITEM: 201.06 LUMP SUM CLEARING AND GRUBBING	1.00 LUMP SUM				
0000 ITEM: 203.02 CUBIC YARD UNCLASSIFIED EXCAVATION AND DISPOSAL	1.00 CUBIC YARD				
0000 ITEM: 203.06 CUBIC YARDS SELECT FILL	100.00 CUBIC YARDS				
0000 ITEM: 203.07 CUBIC YARDS SELECT GRANULAR FILL	100.00				

	CUBIC YARDS				
0000 ITEM: 203.20 CUBIC YARDS SELECT GRANULAR SUBGRADE	100.00				
	CUBIC YARDS				
0000 ITEM: 203.25 CUBIC YARDS SAND BACKFILL	100.00				
	CUBIC YARDS				
0000 ITEM: 204.01 CUBIC YARDS CONTROLLED LOW STRENGTH MATERIAL (CLSM)	100.00				
	CUBIC YARDS				
0000 ITEM: 206.02 CUBIC YARDS TRENCH AND CULVERT EXCAVATION	100.00				
	CUBIC YARDS				
0000 ITEM: 206.05 EACH TEST PIT EXCAVATION	100.00				
	EACH				
0000 ITEM: 207.20 SQUARE YARD GEOTEXTILE SEPARATION	100.00				
	SQUARE YARDS				
0000 ITEM: 209.1003	100.00				

SQUARE YARD SEED AND MULCH – TEMPORARY					
	SQUARE YARDS				
0000 ITEM: 209.13 FEET SILT FENCE-TEMPORARY	100.00				
	PER FOOT				
0000 ITEM: 209.1701 FEET DRAINAGE STRUCTURE INLET PROTECTION SILT FENCE	100.00				
	PER FOOT				
0000 ITEM: 210.3103 LUMP SUM REMOVAL AND DISPOSAL OF UNDGROUND PIPE ACM	100.00				
	LUMP SUM				
0000 ITEM: 403.118902 TON HOT MIX ASPHALT, TYPE 1 BASE COURSE	1.00				
	PER TON				
0000 ITEM: 403.138902 TON HOT MIX ASPHALT, TYPE 3 BINDER COURSE	1.00				
	PER TON				
0000 ITEM: 403.158902 TON HOT MIX ASPHALT, TYPE 5 SHIM COURSE	1.00				
	PER TON				

0000 ITEM: 403.198902 TON HOT MIX ASPHALT, TYPE 7 TOP COURSE	1.00 PER TON			
0000 ITEM: 490.30 SQUARE YARD MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	1.00 SQUARE YARD			
0000 ITEM: 501.01 CUBIC YARD PORTLAND CEMENT CONCRETE	1.00 CUBIC YARD			
0000 ITEM: 603.98040007 FEET POLYVINYL CHLORIDE (PVC) SEWER PIPE AND FITTINGS, 4"	100.00 PER FOOT			
0000 ITEM: 603.98060007 FEET POLYVINYL CHLORIDE (PVC) SEWER PIPE AND FITTINGS, 6"	100.00 PER FOOT			
0000 ITEM: 603.98080007 FEET POLYVINYL CHLORIDE (PVC) SEWER PIPE AND FITTINGS, 8"	100.00 PER FOOT			
0000 ITEM: 608.0101 CUBIC YARDS CONCRETE SIDEWALKS AND DRIVEWAYS	1.00 CUBIC YARDS			

0000 ITEM: 609.02 FEET GRANITE CURB	100.00 PER FOOT				
0000 ITEM: 609.04 FEET CAST-IN-PLACE CONCRETE CURB	100.00 PER FOOT				
0000 ITEM: 609.05 FEET CAST-IN-PLACE CONCRETE CURB AND GUTTER	100.00 PER FOOT				
0000 ITEM: 609.15 FEET RESETTING EXISTING CURB	100.00 PER FOOT				
0000 ITEM: 610.0203 ACRE ESTABLISHING TURF	1.00 PER ACRE				
0000 ITEM: 611.0201 EACH PLANTING – MINOR DECIDUOUS TREES	1.00 EACH				
0000 ITEM: 613.02 CUBIC YARD PLACING TOPSOIL – TYPE A	1.00				

	CUBIC YARD			
0000 ITEM: 619.0101 LUMP SUM BASIC WORK ZONE TRAFFIC CONTROL (DAILY OPERATIONS)	1.00			
	LUMP SUM			
0000 ITEM: 650.10XX FEET TRENCHLESS INSTALLATION OF CASING UNDER HIGHWAY WITH A DIAMETER LESS THAN OR EQUAL TO 24"	100.00			
	PER FOOT			
0000 ITEM: 650.20XX FEET TRENCHLESS INSTALLATION OF CASING UNDER RAILROAD WITH A DIAMETER LESS THAN OR EQUAL TO 24"	100.00			
	PER FOOT			
0000 ITEM: 655.05010010 EACH RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS	1.00			
	EACH			
0000 ITEM: 655.1202 EACH MANHOLE FRAME AND COVER	1.00			
	EACH			
0000 ITEM: 655.1302 EACH TELESCOPING MANHOLE FRAME AND COVER	1.00			
	EACH			
0000 ITEM: 660.97100010 FEET PRECAST SANITARY SEWER	100.00			

MANHOLE				
	PER FOOT			
0000 ITEM:663.0108 FEET DUCTILE IRON CEMENT LINED WATER PIPE, 8"	100.00			
	PER FOOT			
0000 ITEM: 663.02XX FEET STEEL WATER PIPE	100.00			
	PER FOOT			
0000 ITEM:663.03XX FEET CONCRETE WATER PIPE	100.00			
	PER FOOT			
0000 ITEM: 663.0408 FEET PLASTIC WATER PIPE, 8"	100.00			
	PER FOOT			
0000 ITEM: 663.0508 FEET BRIDGE MOUNTED WATER PIPE, 8"	100.00			
	PER FOOT			
0000 ITEM: 663.05510003 EACH INSTALLATION OF PIPE SUPPORTS AND ASSEMBLIES (ON STRUCTURE)	100.00			

	EACH			
0000 ITEM: 663.0603 FEET COPPER WATER SERVICE PIPE, 3/4"	100.00			
	PER FOOT			
0000 ITEM: 663.07XX0107 EACH FURNISH AND INSTALL XX NPS INSERTING VALVE AND BOX	1.00			
	EACH			
0000 ITEM: 663.0703 FEET POLYETHYLENE WATER SERVICE PIPE, 3/4"	100.00			
	PER FOOT			
0000 ITEM: 663.08ZZ FEET STEEL WATER SERVICE PIPE	100.00			
	PER FOOT			
0000 ITEM: 663.1008 EACH RESILIENT WEDGE VALVE & VALVE BOX, 8"	1.00			
	EACH			
0000 ITEM: 663.11XX EACH BUTTERFLY VALVE & VALVE BOX	1.00			
	EACH			

0000 ITEM: 663.12XX EACH DOUBLE DISK GATE VALVE & VALVE BOX	1.00 EACH			
0000 ITEM: 663.13000010NN EACH INSTALL FIRE HYDRANT	1.00 EACH			
0000 ITEM: 663.14 EACH HYDRANT FENDER	1.00 EACH			
0000 ITEM: 663.14010004 EACH TEMPORARY FIRE HYDRANT	1.00 EACH			
0000 ITEM: 663.15NN EACH DRY HYDRANT	1.00 EACH			
0000 ITEM: 16XXYY EACH TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY	1.00 EACH			
0000 ITEM: 663.17XX EACH LINE STOP FITTING	1.00			

	EACH				
0000 ITEM: 663.18XX EACH BOLTED SLEEVE TYPE COUPLING	1.00				
	EACH				
0000 ITEM: 663.2001 POUNDS IRON WATER MAIN FITTINGS (3-8 INCH DIAMETER)	1.00				
	PER POUND				
0000 ITEM: 663.20010004 LUMP SUM MAGNESIUM ANODE	1.00				
	LUMP SUM				
0000 ITEM: 663.2002 POUNDS IRON WATER MAIN FITTINGS (10-16 INCH DIAMETER)	1.00				
	PER POUND				
0000 ITEM: 663.2003 POUNDS IRON WATER MAIN FITTINGS (18 INCH DIAMETER AND LARGER)	1.00				
	PER POUND				
0000 ITEM: 663.21XX EACH WEDGE TYPE MECHANICAL RESTRAINT GLANDS (XX INCH DIAMETER)	1.00				
	EACH				

0000 ITEM: 663.22XX EACH HIGH DEFLECTION RESTRAINED JOINT FITTING (XX INCH DIAMETER)	1.00 EACH			
0000 ITEM: 663.23XX FEET POLYETHYLENE ENCASEMENT FOR WATER PIPE	1.00 PER FOOT			
0000 ITEM: 663.24XXGG FEET INSULATION FOR BURIED WATER PIPE (XX INCH DIAMETER WITH GG THICK INSULATION)	1.00 PER FOOT			
0000 ITEM: 663.25ZZ EACH WATER SERVICE CONNECTION	1.00 EACH			
0000 ITEM: 663.25000010 LUMP SUM RESTORING WATER SERVICE CONNECTIONS	1.00 LUMP SUM			
0000 ITEM: 663.26ZZ EACH CURB STOP & CURB BOX	1.00 EACH			
0000 ITEM: 663.27NN EACH WATER METER PIT, TYPE A	1.00			

	EACH				
0000 ITEM: 663.28NN EACH WATER METER PIT, TYPE B	1.00				
	EACH				
0000 ITEM: 663.29NN LUMP SUM TEMPORARY WATER SERVICE FOR WATER MAIN INSTALLATION	1.00				
	LUMP SUM				
0000 ITEM: 663.29010008 EACH TEMPORARY WATER MAIN	1.00				
	EACH				
0000 ITEM: 663.30 EACH RELOCATE EXISTING WATER VALVE & VALVE BOX	1.00				
	EACH				
0000 ITEM: 663.31 EACH RELOCATE EXISTING HYDRANT	1.00				
	EACH				
0000 ITEM: 663.32 EACH RELOCATE EXISTING CURB STOP & CURB BOX	1.00				

	EACH			
0000 ITEM: 663.33 EACH ADJUST EXISTING VALVE BOX ELEVATION	1.00			
	EACH			
0000 ITEM: 663.34 EACH ADJUST EXISTING HYDRANT ELEVATION	1.00			
	EACH			
0000 ITEM: 663.35 EACH ADJUST EXISTING CURB BOX ELEVATION	1.00			
	EACH			
0000 ITEM: 663.40 EACH DISCONNECT AND CAP EXISTING WATER MAIN	1.00			
	EACH			
0000 ITEM: 663.41XX FEET REMOVE AND DISPOSE OF EXISTING WATER MAIN	1.00			
	PER FOOT			
0000 ITEM: 663.42 EACH REMOVE AND DISPOSE OF EXISTING WATER VALVE & VALVE BOX	1.00			
	EACH			
0000 ITEM: 663.43 EACH REMOVE AND	1.00			

DISPOSE OF EXISTING HYDRANT	EACH				
0000 ITEM: 663.44 EACH REMOVE AND DISPOSE OF EXISTING WATER SERVICE CONNECTION	1.00 EACH				
0000 ITEM: 663.45 EACH REMOVE AND STORE EXISTING WATER VALVE & VALVE BOX	1.00 EACH				
0000 ITEM: 663.46 EACH REMOVE AND STORE EXISTING HYDRANT	1.00 EACH				
0000 ITEM: 663.47 EACH REMOVE AND STORE EXISTING CURB STOP & CURB BOX	1.00 EACH				
0000 ITEM: 698.04 DOLLARS CENTS ASPHALT PRICE ADJUSTMENT	DOLLARS/ CENTS				
0000 ITEM: 699.040001 LUMP SUM MOBILIZATION	LUMP SUM				
TOTAL				\$ _____	

TOTAL BID (ITEMS 1-XX) _____
_____ Dollars (_____)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Security
- B. Required Bidder Qualification Statement with Supporting Data
- C. Non-Collusive Bidding Certification
- D. Performance Bond Information Form

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in New York is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)

DOCUMENT 00430.1

BID SECURITY

1. Bid Security is required for all contracts. Refer to Document 00200, Article 8 for Bid Security options.
2. Bid Bond Form follows for use, if Bid Bond is elected to be used for Bid Security.

DOCUMENT 00430.1 BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____

(Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

DOCUMENT 00440.1

BIDDER'S QUALIFICATION STATEMENT

The undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 3 of the Instructions to Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid Opening in accordance with Article 3.

- 1. List equipment that you plan to rent or purchase for this work and specify whether rent or purchase. If none, so state.

- 2. List equipment that you own that is available for this work.

- 3. How many years has your firm been in business as a contractor? _____ years

- 4. Is your firm qualified to do business in the state where the project is located?
YES ___ NO ___ If NO, by signing this Qualification Statement at the end you are agreeing to obtain such qualification prior to award of contract within fourteen days of Owner's request.

- 5. List up to two (2) projects that are of the same or related nature to the one now being bid that you have completed in the last ten (10) years. For each project, list the name, address, and telephone number of the Owner and/or the Engineer, the original bid price, the completion date, and the completed contract price.

6. List projects presently under construction by your firm, the dollar volume of the contract, the percentage complete of the contract, and the name and telephone number of the Owner and/or the Engineer.

7. Have you ever failed to complete a contract awarded to you:
YES ___ NO ___ If YES, state where and why?

8. Give the name, address, and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a bank and a major material supplier.

Upon request, I agree to expand the foregoing statements.

(name of Bidder)

By:

(signature)

(individual's name & title)

END OF DOCUMENT

DOCUMENT 00480.1

NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 103-d of the New York State General Municipal Law)

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

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

(print or type name of Bidder)

By: _____
(signature) (individual's name & title)

Subscribed and sworn to before me

this _____ day of _____, 20XX.

(signature of Notary Public)

(Notary Stamp)

DOCUMENT 00485.1

PERFORMANCE BOND INFORMATION FORM

Project Location _____

Construction Contract Number _____

Name of Contract _____

Name of Contractor _____

Address _____

_____ Phone No: _____

Bonding Company or Person Issuing Security Bond _____

Address _____

_____ Phone No: _____

Bonding Company Agent _____

Address _____

_____ Phone No: _____

Amount of Bond* Contract Price As Awarded

Duration of Bond* One Year After Date of Final Payment

Identification Number of Bond Assigned When Bond is Furnished

* Amount and duration of bond are in accordance with Paragraph 5.01 of the General Conditions and any applicable Supplementary Conditions.

DOCUMENT 00520.1**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Cobleskill

(Owner) and _____

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1. WORK TO BE DONE.

The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of the _____ day of , 20 __as further described in Article 4, and as generally identified and shown on the contract plans entitled:

Village of Cobleskill
Sample Project

in accordance with the "Standard Specifications" of the New York State Department of Transportation (as modified), which contain the information for bidders; proposal form, contract agreement, and bonds; and payment Items; and (b) do everything required by the Contract and/or Contract Documents as defined herein.

The Contractor further agrees their bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; an extension of Contract Completion Date will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any Value Engineering Change Proposals will be approved.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.

The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contract proposal, including Special Notes and Special Specifications contained therein; the contractor's proposal; the Equal Employment Opportunity (EEO) participation goals; the Disadvantaged/Minority/Women's Business Enterprise (*D/M/WBE*) participation goals; the contract agreement; the base line data; the "Standard Specifications" including all addenda thereto identified in the contract proposal; the Standard Sheets; the plans; any amendments issued prior to the date of proposal submission, and all provisions required by law to be inserted in the contract whether actually inserted or not. Whenever separate publications are referenced in the Contract Documents it shall mean those, as amended, which are current on the date of advertisement for bids.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE.

The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including

the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, except latent conditions that meet the requirements of § 104-03 Differing Site Conditions, and that its information was secured by personal and other investigation and research.

ARTICLE 4. DATE OF COMPLETION.

The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the Owner, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Owner. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Owner, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, including engineering and inspection expenses incurred upon the work by railroad companies on contracts for grade crossing elimination. Notice of application for such extension shall be filed with Owner at least fifteen days prior to the date of completion fixed by the terms of this agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS.

The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Owner other than the consideration named in this agreement.

The Owner reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest-making allowances for additions and deductions with compensation made in accordance with the Standard Specifications, for this work without constituting grounds for any claim by the contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 6. NO COLLUSION OR FRAUD.

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the Owner has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract.)

ARTICLE 7. CONTRACT PAYMENTS.

As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as provided in §38(7) of the Highway Law. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semimonthly payments may be rendered provided (a) the value of the work performed in two successive weeks is more than \$50,000 or (b) the

Owner deems it to be in its best interests to do so, The Contractor shall not hold any retainage from any Subcontractor.

ARTICLE 8. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE.

It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Owner, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have said contract payment processed, nor shall any contract payment(s) be processed for work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 9. FINAL ACCEPTANCE OF WORK.

When in the opinion of the Engineer, a Contractor has fully performed the work under the contract, the Engineer shall recommend to the Owner the acceptance of the work so completed. If the Owner accepts the recommendation of the Engineer, he/she shall thereupon by letter notify the Contractor, with copies to other interested parties, of such acceptance. Prior to the final acceptance of the work by the Owner or his/her designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the Owner or Engineer, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the Owner's rights under any warranty or guarantee. Final acceptance may be revoked by the Owner at any time prior to the issuance of the final check by the Owner upon the discovery of such defects, mistakes, fraud or errors in the work.

ARTICLE 10. FINAL PAYMENT.

After the final acceptance of the work, the Engineer shall prepare a final agreement of the work performed and the materials placed and shall determine the value of such work and materials under and according to the terms of the contract. This final agreement shall be certified, as to its correctness, by the Engineer. The right, however, is hereby reserved to the Owner to reject the whole or any portion of the final agreement, should the said certificate of the Engineer be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates upon which partial payments may have been made, shall be subject to correction in the final certificate or final agreement.

ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT.

It is further mutually agreed that if at any time during the prosecution of the work the Owner shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the Owner, the execution of the work by the Contractor may be temporarily suspended by the Owner, who may then proceed with the work under his/her own direction in such manner as will accord with the contract specifications and be for the best interests of the Owner; or he/she may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his/her own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he/she may cancel the contract and either re-advertise or relet as provided in Section 38 of the Highway Law, or complete the work under its own direction in such a manner as will accord with the contract specifications and be for the interests of the Owner; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety; all in pursuance of the provisions of Section 40 of the Highway Law.

Whenever the Owner determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 12. DETERMINATION AS TO VARIANCES.

In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Commissioner, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13. SUCCESSORS AND ASSIGNS.

This agreement shall bind the successors, assigns and representatives of the parties hereto.

ARTICLE 14. CONTRACT DOCUMENTS

14.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Document 00520.1).
2. Performance Bond (Document 00610.1).
3. Payment Bond (Document 00615.1).
4. Supplements to Bond Forms (Document 00630.1)
5. Certificates of Insurance (Document 00650.1).
6. Approval Certificate of Owner's Attorney (Document 00670.1).
7. NYSDOT Standard Specifications of May 1, 2008 as amended.
8. NYSDOT Standard Sheets (US Customary Units) of May 3, 2012.
9. New York State Department of Labor Contract Requirements and Wage Rates (Document 00850).
10. Specifications bearing the title "Contract Documents and Specifications, Village of Cobleskill, Sample Project".
11. Drawings bearing the title "Village of Cobleskill Sample Project".
12. Addenda numbers ____ to ____, inclusive (Document 00900).
13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form (Document 00410.1).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Notice of Award
14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed

- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 14.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the NYSDOT Standard Specifications.

ARTICLE 15. MISCELLANEOUS

15.01 Terms

A. Terms used in this Agreement will have the meanings stated in the NYSDOT Standard Specifications.

15.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15.03 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20XX (which is the Effective Date of the Agreement).

OWNER:
Village of Cobleskill

CONTRACTOR:

By: _____

By: _____

Title: _____, Mayor

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

378 Mineral Springs Rd, Suite 2

Cobleskill, NY 12043

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Federal Employer Identification No: _____

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

DOCUMENT 00610.1

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

- 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker Owner’s Representative (engineer or other party)

DOCUMENT 00615.1

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

DOCUMENT 00630.1

SUPPLEMENTS TO BOND FORMS

IN WITNESS WHEREOF, this instrument is executed in a number of counterparts equal to the number of executed Agreements, each counterpart of which shall be deemed an original, and dated as of the _____ day of _____ in the year 20____(must be same or later than date of Agreement).

PRINCIPAL: _____
(print or type company name)

By: _____
(signature) print individual's name & title

Attest (witness):

(signature)

(name & title)

Corporate Seal)

Address of Principal: _____

If Contractor (PRINCIPAL) is a partnership, all partners must sign.

If Contractor (PRINCIPAL) is a corporation, a duly authorized officer, agent, or attorney-in-fact must sign.

If Contractor (PRINCIPAL) is a joint venture, each joint venturer must sign.

SURETY: _____
(print or type company name)

By: _____
(signature) (print individual's name & title)

Attest (witness):

(signature)

(name & title)

(Corporate Seal)

Address of Surety: _____

Surety Company must be licensed to conduct business in the State where the Project is located, and must appear on the Treasury Department's most current list (Circular 570 as amended), all in accordance with Article 5 of the General Conditions.

Each executed bond shall be accompanied by the following:

1. Appropriate acknowledgements of the respective parties (see next several pages).
2. Surety Company data as listed on the last page of this section, and to be attached thereto.

CERTIFICATE OF ACKNOWLEDGEMENT - CONTRACTOR

INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally appears _____, to me known, who being duly sworn by me, deposes and says that he (she) is the person described in and who executed the foregoing instrument, and acknowledges to me that he (she) executed the same.

(signature of Notary Public)

(Notary Stamp)

CERTIFICATE OF ACKNOWLEDGEMENT - CONTRACTOR

PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally appears
, to me known, who being duly sworn by me, deposes and says that he

(she) is a member of the Partnership of _____

; that he (she) is the person described in and who executed the foregoing instrument, and
acknowledges to me that he (she) executed the same on behalf of said Partnership.

(signature of Notary Public)

(Notary Stamp)

CERTIFICATE OF ACKNOWLEDGEMENT - CONTRACTOR

CORPORATION

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally appears
, to me known, who being duly sworn by me, deposes and says that he (she) resides in

(City/Town/Village, County, State)

that he (she) is the _____ of _____, the
Corporation described in and which executed the foregoing instrument; that he (she) knows the
seal of 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 (she) executed the
said instrument on behalf of said Corporation by like order.

(signature of Notary Public)

(Notary Stamp)

CERTIFICATE OF ACKNOWLEDGEMENT - CONTRACTOR

JOINT VENTURE

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally appears the following:

(name) (residing in City/Town/Village, County, State)

to me known, who being duly sworn by me, deposes and say that they reside at the locations indicated above; that they are the

parties to the Joint Venture of _____

that they are the parties described in and who executed the foregoing instrument, and acknowledge to me that they executed the same on behalf of said Joint Venture.

(signature of Notary Public)

(Notary Stamp)

CERTIFICATE OF ACKNOWLEDGEMENT - SURETY COMPANY

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally appears _____, to me known, who being duly sworn by me, deposes and says that he (she) resides in

(City/Town/Village, County, State)

that he (she) is the _____ of _____, the Company described in and which executed the foregoing instrument; that he (she) knows the seal of said Company; 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 Company; and that he (she) executed the said instrument on behalf of said Company by virtue of a certain power of Attorney executed by said Company and dated _____, which said power has never been revoked, and is still in force and effect; and that the said Company has received from the

(title of official)

of the State of _____ a certificate of solvency and of its sufficiency as surety or guarantor under the laws of said State, and that such certificate has not been revoked.

(signature of Notary Public)

(Notary Stamp)

SURETY COMPANY DATA

Attach here the following:

1. POWER OF ATTORNEY - duly certified copy of power of attorney or other certificate of authority when bond is executed by agent, officer, or other representative of Surety.
2. POWER OF ATTORNEY AUTHORIZATION - duly certified extract from by-laws or resolutions of Surety under which power of attorney or other certificate of authority of its agent, officer, or other representative was issued.
3. FINANCIAL STATEMENT - certified copy of latest published financial statement of assets and liabilities of Surety.

END OF DOCUMENT

DOCUMENT 00650
CERTIFICATES OF INSURANCE

Attach insurance certificates here.

DOCUMENT 00670.1

APPROVAL CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned _____, the duly authorized and acting legal representative of The Village of Cobleskill do hereby certify that I have examined the attached contract and the Surety Bond(s) attached thereto and the manner of execution thereof; and that I am of the opinion that each of the aforesaid agreements has been duly executed by the proper representatives; and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signed: _____

Name: _____

Title: Attorney for Village of Cobleskill

Date: _____

Notice to Proceed

Dated _____

Project: WTP CLARIFIER REHABILITATION PROJECT	Owner: Village of Cobleskill	Owner's Contract No.: 1
Contract: General Construction		Engineer's Project No.: 2010009

Contractor: Spensieri Diversified, LLC

Contractor's Address: [send Certified Mail, Return Receipt Requested]

15 Dwight Park Drive, Syracuse, NY 13209

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ (or) the number of days to achieve Substantial Completion is ____days and the number of days to achieve readiness for final payment is ____days].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit schedules and product list per General Conditions 2.05 and Supplemental Conditions SC-2.05.

Spensieri Diversified, LLC

 Owner

Received by:

 Authorized Signature

 Owner

 Date

Village of Cobleskill

 Owner

Given by:

 Authorized Signature

 Mayor

 Date

Copy to Engineer

DOCUMENT 00700

NYSDOT STANDARD SPECIFICATIONS -
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The State of New York Department of Transportation Office of Engineering *Standard Specifications, Construction and Materials* of May 1, 2008, including any addenda to date, are hereby incorporated, in their entirety, and made a composite part of these specifications except as herewith modified and supplemented by these specifications and subsequent documents issued by the Owner.

The Engineer or his authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications, Construction and Materials* used on this project.

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where the words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation, or prescription of the Engineer is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved or acceptable or satisfactory to the Engineer, unless another meaning is plainly intended. Whenever, in the description of any part of the Work to be done under this Contract, the expression as shown, as shown on the plans or the words of like import are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly intended.

This following table of contents is provided for reference only. Contractor shall refer to May 1, 2008 NYSDOT Standard Specifications, as amended, for complete contract requirements.

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DOCUMENT 00800

MODIFICATIONS TO GENERAL PROVISIONS

The following subsections of the May 1, 2008 NYSDOT Standard Specifications, as amended to date of letting, shall be modified as indicated below:

101-02 DEFINITIONS OF TERMS

1. Page 17, Chief Engineer

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Village of Cobleskill" or its authorized representative.

2. Page 17, Commissioner

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Village of Cobleskill".

3. Page 18, Comptroller

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Village of Cobleskill".

4. Page 19, Department

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Village of Cobleskill" or its authorized representative.

5. Page 19, Departmental Geotechnical Engineer

Delete the stated definition. The "Village of Cobleskill" or their authorized representative shall be responsible and is in charge of all engineering and construction work on this contract.

6. Page 19, Departmental Engineering Geologist

Delete the stated definition. The "Village of Cobleskill" or their authorized representative shall be responsible and is in charge of all engineering and construction work on this contract.

7. Page 19, Director, Construction Division

Delete the stated definition. The term where used in the Specifications or Contract Documents shall mean the "Village of Cobleskill".

8. Page 19, Division

Delete the stated definition and insert: "Village of Cobleskill".

9. Page 19, Engineer or Engineer-In-Charge

Delete the words "Department of Transportation" and substitute "Village of Cobleskill". Also delete the words "Regional Director" and substitute "Village of Cobleskill".

10. Page 20, Final Agreement

Delete "State of New York Department of Transportation" and substitute "Village of Cobleskill".

11. Page 20, Inspector

Delete "The Department of Transportation representative" and substitute "The authorized representative of the Village of Cobleskill".

12. Page 21, Materials Bureau

Delete the word "Bureau" and the stated definition and substitute "Village of Cobleskill has the responsibility for the quality assurance for materials to be used on the contract".

13. Page 22, Regional Director

Delete the stated definition and substitute: "When used, means the "Village of Cobleskill".

14. Page 23 State

Delete the stated definition and substitute: "When used, means the "Village of Cobleskill".

15. Under subsequent sections of this document, the following modifications apply:

- A. The term "Owner" means the Village of Cobleskill, and the governmental unit whose name is given on the Contract Document cover.
- B. The term "Engineer" means **(insert Project Consultant)** and or any duly authorized representative of this firm or the Village of Cobleskill.
- C. The term "Bidder" shall mean any party or parties submitting in proper form a Proposal to perform the work specified hereinafter.
- D. The term "Contractor" shall mean the successful Bidder selected by the Owner to contract to perform the work – or his heirs, executors, successors, administrators or assigns.
- E. The term "Work" is used to designate the work, equipment, materials and things required to be done, furnished or performed by the Contractor under the Specifications attached hereafter.

- F. Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, Contract Management Bureau, Regional Office of Legal Affairs, DOT, DCES or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrications, inspections or other approvals, the approving authority shall be changed to the Owner. This change shall be made in all of the documents relating to this contract.
- G. Where NYSDOT addresses are given, they shall be replaced with Village of Cobleskill, 378 Mineral Springs Rd., Suite 200, Cobleskill, NY 12043.

102-01 LOCATION OF REGIONAL OFFICES

1. Page 24, Subsection 102-01, Location of Regional Offices

Delete the entire subsection – not applicable.

102-08 STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

Delete this subsection in its entirety.

102-09 STANDARD CLAUSES FOR NON-FEDERAL AID NEW YORK STATE CONTRACTS

Delete this subsection in its entirety.

102-11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Delete this subsection in its entirety.

This could be needed depending on project –specific funding requirements.

102-12 D/M/WBE UTILIZATION

Delete this subsection in its entirety.

This could be needed depending on project –specific funding requirements.

102-15 SAMPLE FORM OF BID BOND

See Document 00430.1 for the required Bid Bond Form.

102-17 SAMPLE FORM OF ITEMIZED PROPOSAL/JURAT

See Document 00410.1 for the required proposal form and acknowledgements.

103-01 CONTRACT AWARD

Delete this subsection in its entirety and replace with the following:

- A. *Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.*
- B. *More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.*
- C. *In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.*
- D. *In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.*
- E. *Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.*
- F. *If the Contract is to be awarded, Owner will award the Contract to the Bidder with the lowest responsible bid for the Base Bid.*

103-06 SAMPLE FORM OF CONTRACT AGREEMENT

See Document 00520.1 for the required Agreement Form.

103-07 SAMPLE FORM OF FAITHFUL PERFORMANCE BOND

See Document 00610.1 for the required Performance Bond Form.

103-08 SAMPLE FORM OF LABOR AND MATERIAL BOND

See Document 00615.1 for the required Payment Bond Form.

105-01 ENGINEER'S AUTHORITY

Delete Section 105-01 and replace with the following:

1.01 *Owner's Representative*

- A. *Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.*

1.02 *Visits to Site*

- A. *Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.*
- B. *Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 1.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.*

1.03 *Project Representative*

- A. *If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the attached document, and limitations on the responsibilities thereof will be as provided in Paragraph 1.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.*

1.04 *Authorized Variations in Work*

- A. *Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding*

on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided elsewhere.

1.05 *Rejecting Defective Work*

- A. *Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.*

1.06 *Determinations for Unit Price Work*

- A. *Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor.*

1.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. *Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.*
- B. *Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made.*
- C. *Engineer's written decision on the issue referred will be final and binding on Owner and Contractor.*
- D. *When functioning as interpreter and judge under this Paragraph 1.07, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.*

1.08 *Limitations on Engineer's Authority and Responsibilities*

- A. *Neither Engineer's authority or responsibility under any provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.*
- B. *Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.*
- C. *Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.*
- D. *Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.*
- E. *The limitations upon authority and responsibility set forth in this Paragraph shall also apply to the Resident Project Representative, if any, and assistants, if any.*

1.09 *Compliance with Safety Program*

- A. *While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed.*

105-02 CHARACTER OF WORKERS

The discharge of any workers from the site for reasons cited in this Section will be done by the Owner.

105-11 INSPECTION

Delete this Section and replace with the following:

105-11 Resident Project Representation

See paragraph 105-10, 1.03.

105-21 CIVIL RIGHTS MONITORING AND REPORTING

Delete this subsection in its entirety.

106-03 PLANT INSPECTED MATERIALS

Delete this subsection in its entirety.

106-05 RECYCLED MATERIALS

Delete this subsection in its entirety.

106-10 INDEPENDENT ASSURANCE SAMPLING AND TESTING

Delete this subsection in its entirety.

106-11 BUY AMERICA

Delete this subsection in its entirety.

107-03 FEDERAL AID PARTICIPATION

Delete this subsection in its entirety.

107-05 SAFETY AND HEALTH REQUIREMENTS

At para. 107-05. B, delete the fourth sentence (Before....project.) in its entirety.

At para. 107-05.E, delete the first sentence (Any....Authority) in its entirety.

107-06 INSURANCE

See Special Note for listing of Additional Insureds.

This item can also be used to amend the standard insurance requirements, presumably with the input of the Village's Insurance Agent. Insurance requirements could vary based on the project type and/or the Village's current Insurance Agent.

108-05 SUBLETTING OR ASSIGNING THE CONTRACT

Delete para. D. Disadvantaged/Minority/Women's Business Enterprises (D/MWBE) Policy in its entirety.

ALL SECTIONS -- STOP WORK AUTHORITY

All references to the Engineer having authority to stop work shall be changed to mean that the Owner shall have the sole authority to stop work under such circumstances.

END OF DOCUMENT
EXCEPT FOR THE FOLLOWING REFERENCED MATERIAL:

1. DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF RESIDENT PROJECT REPRESENTATIVE (4 pages)

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Resident Project Representative

Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff shall provide full time representation unless representation to a lesser degree is approved by Agency.

Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are as follows:

General: RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Liaison:

Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.

Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

Shop Drawings and Samples:

Record date of receipt of Samples and approved Shop Drawings.

Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

Review of Work and Rejection of Defective Work:

Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

Inspections, Tests, and System Startups:

Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

Records:

Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

Maintain records for use in preparing Project documentation.

Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

Reports:

Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

Completion:

Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.

Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

Accept Shop Drawing or Sample submittals from anyone other than Contractor.

Authorize Owner to occupy the Project in whole or in part.

DOCUMENT 00810

ERRATA TO 2008 NYSDOT
STANDARD SPECIFICATIONS

(5 pages follow)

User Note: Print current Errata from DOT website at time of letting and insert after this page.

ERRATA to 2008 STANDARD SPECIFICATIONS

Make the following change to the *Standard Specifications of May 1, 2008* :
(Issued with Prop Makeup for 9/4/08)

Page 5, insert, in numerical sequence, the following:

“Section 625 - Survey Operations, Row Markers, and Permanent Survey Markers.....609”

Page 12, insert, in numerical sequence, the following:

“SECTION 726 - DETECTABLE WARNING UNITS.....1005	1005
726-01 Surface-Applied Detectable Warning Units.....1005	1005
726-02 Embedded Detectable Warning Units.....1006	1006
SECTION 727 - PAVEMENT MARKING MATERIALS.....1006	1006
727-01 Extruded Thermoplastic.....1006	1006
727-02 Removable Raised Pavement Markers.....1008	1008
727-03 Epoxy Paint.....1009	1009
727-04 Permanent Pavement Tape.....1011	1011
727-05 Glass Beads for Pavement Markings.....1012	1012
727-06 Removable Pavement Tape.....1013	1013
727-07 Removable Wet-Night Reflective Tape.....1015	1015
727-08 Permanent Wet-Night Reflective Tape.....1016	1016
727-09 Traffic Paint.....1018”	1018”

Make the following change to the *Standard Specifications of May 1, 2008* :
(Issued with Prop Makeup for 1/8/09)

Page 530, Section 608-3.01 Concrete Sidewalks and Driveways, third paragraph, first sentence,

Delete "When using fiber reinforcement it shall be added to the concrete at a rate of 2 pounds of fibers per cubic yard of concrete".

And *replace* with "When using fiber reinforcement it shall be added to the concrete at a rate of 1.5 pounds of fibers per cubic yard of concrete".

Page 606, Section 623-5 Basis of Payment, *delete* the M from all item numbers.

Page 911, TABLE 715-01-1 Charpy V-Notch Impact Requirements, *replace* the column entries of ENERGY with 15, 15¹, 15¹, 15¹, 20¹, 20

Make the following change to the *Standard Specifications of May 1, 2008* :
(Issued with Prop Makeup for 5/7/09)

Page 143, Section 201-3.02, second paragraph, first sentence, *replace* “15 feet” with “16 feet”

Page 147, Section 202-3.01, third from the last paragraph, first sentence, *replace* “3 feet” with “42 inches”

Page 148, Section 202-3.02F, third paragraph, first sentence, *replace* “3 feet” with “42 inches”

Page 153, Section 202-3.09, fourth paragraph, *replace* the second sentence with “If excavation support is necessary to support structures or other improvements, or if the alternatives of laying back slopes or benching are not available, the support system shall be as indicated in the contract documents.”

Page 157, Section 203-1.09, last line, *replace* “Analysis” with “Science”

Page 157, Section 203-1.15, last line, *replace* “below 32°F.” with “32°F or less.”

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Page 158, *replace* Section 203-1.17 with the following:

“203-1.17 Cleaning Culverts, Closed Drainage Systems, Drainage Structures and Manholes. This work shall consist of cleaning and keeping clean, existing culverts, closed drainage systems, drainage structures and manholes indicated in the contract documents or where directed by the Engineer, for the duration of the contract.”

Page 161, Section 203-3.02, second paragraph, *replace* “Analysis” with “Science”

Page 163, Section 203-3.05C, *replace* “215 feet” with “212 feet” throughout

Page 163, Section 203-3.05C, *replace* “a Scaled Distance of 30 feet” with “a Scaled Distance of 30” throughout

Page 163, Section 203-3.05C, between the two equations, *replace* “AND” with “OR”

Page 167, Section 203-3.12B.2., fourth paragraph, first sentence, *replace* “CFR” with “PLI”

Page 168, Figure 203-3 Vibratory Compactors - 800 is missing on the vertical axis of the Figure.

Page 171, Section 203-3.14C, *replace* “Select Granular Subgrade, §203-2.202E,” with “Select Granular Subgrade, §203-2.02E,”

Page 176, Section 203-5, Pay Item list, in numerical sequence *add* the following:

“203.22	Sand Backfill (screenings)	Cubic Yard
203.23	Sand Backfill (Type 1B)	Cubic Yard
203.24	Sand Backfill (Type 1A)	Cubic Yard”

Page 176, Section 203-5, Pay Item list, item 203.51, under Pay Unit, *replace* “Foot” with “Linear Foot”

Page 182, Section 205-3.02A1.&2., 3.02B, *delete* “0.25 millimeter and 0.15 millimeter”

Page 183, Section 205-3.03, third paragraph, third sentence, *delete* “10°C”

Page 184, Section 205-3.04, first paragraph, fifth sentence, *replace* “0.3 meters” with “one foot”

Page 184, Section 205-3.04, first paragraph, third sentence from the end, *replace* “EIC” with “the Engineer”

Page 186, Section 205-5, Note at the end, *replace* “nnn” with “nn”

Page 192, Section 209-2.04, first paragraph, *delete* the second sentence “Strawbale shall be §713-19 Straw.”

Page 198, Sections 209-4.01,.02,.09,.10,.11, *replace* “square feet or square foot” with “square yard”

Page 215, Section 307-3.11, fourth sentence *replace* “0.02 gallons/square yard” with “of 0.2 gal/sy”

Page 218, Section 308-3.07, first paragraph, third sentence *replace* “nine metric tons” with “10 tons”

Page 270, Section 407-4, Volume equation, *replace* “ 0.00045” with “0.00025”

Page 500, Section 605-2.02, second paragraph, *replace* “Soil Control Procedure (SCP)” with “Geotechnical Control Procedure (GCP)”

Page 602, Section 620-2.05, third paragraph, *replace* “Soil Control Procedure (SCP)” with “Geotechnical Control

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Procedure (GCP)”

Page 603, Figure 620-1 under Medium Stone Size, *replace* “6 inch” with “4 inch”

Page 603, table following Figure 620-1 entitled Approximate Shape, *add* “Figure 620-2” to title

Page 605, Section 620-3.06, last word, *replace* “water” with “weather”

Page 606, Section 623-3, *replace* with the following:

“623-3 CONSTRUCTION DETAILS. Screened gravel, crushed gravel, crushed stone or crushed slag shall be placed as shown on the plans or as directed by the Engineer.”

Page 606, Section 623-5, all Payment Item Numbers, *delete* “M”

Page 609, Section 624-5, all Payment Item Numbers, *delete* “M”, and *replace* “624.020611” with “624.020610”

Page 773, Table 703-2, under Material Designation, 5th and 6th row, *replace* “12.5mm” with “1/2 inch”

Page 774, Table 703-4, at Size Designation 4 and Screen Size 2 in, *replace* “0.15” with “0-15”

Page 780, Section 703-09, under Method of Measurement, *replace* “metric tons” with “tons”

Page 1048, Section 732-09, Material and Fabrication Requirements, first sentence, *replace* “15 3/4 inches” with “16 inches”

On page 1047, under 732-04 **SAMPLERS**, replace **MATERIAL REQUIREMENTS** with the following:

“MATERIAL REQUIREMENTS. Samplers shall be equipped with a ball check in the head section and have a minimum inside length of 20 inches. Samplers shall conform to the following sizes:

Sampler Diameter (Inches)	Outside Diameter (Inches)	Cutting Shoe Opening (Inches)
2	2	1 $\frac{3}{8}$
2 $\frac{1}{2}$	2 $\frac{1}{2}$	1 $\frac{7}{8}$
3	3	2 $\frac{3}{8}$
3 $\frac{1}{2}$	3 $\frac{1}{2}$	2 $\frac{7}{8}$

On page 1048, under 732-10 **BOULDER AND ROCK CORE BOXES**, replace the *first paragraph* under **MATERIAL AND FABRICATION REQUIREMENTS** with the following:

“MATERIAL AND FABRICATION REQUIREMENTS. Boxes shall be fabricated of white pine, Grade No. 2 common or better, 1 inch stock (finished $\frac{3}{4}$ inch) thickness or an approved equal material and conform to the overall box dimensions given below:

Core Box Size	Length (Inches)	Width (Inches)	Height (Inches)
“AX”	61 $\frac{1}{2}$	9 $\frac{5}{8}$	2 $\frac{3}{4}$
“BX”	61 $\frac{1}{2}$	10 $\frac{3}{4}$	3 $\frac{1}{4}$
“NX”	61 $\frac{1}{2}$	10 $\frac{7}{8}$	3 $\frac{3}{4}$
“HX”	61 $\frac{1}{2}$	11 $\frac{1}{8}$	4 $\frac{5}{8}$

Core rows shall be separated by wooden or tempered hardboard, $\frac{1}{8}$ inch thick strips recessed to $\frac{3}{8}$ inch depth and glued with waterproof glue at the bottom and ends of the box.”

Page 1049, Section 732-12, Material Requirements, *replace* with the following:

“MATERIAL REQUIREMENTS.

Cement. The material shall meet the requirements of §701-01 Portland Cement Type 1 or 2.

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Water. The water for the mix shall conform to the requirements of §712-01 Water.

Bentonite Powder. There are no material requirements for the bentonite, except it shall be supplied in powder form from a reputable manufacturer and pass a No. 200 sieve."

Make the following change to the *Standard Specifications of May 1, 2008* :

(Issued with Prop Makeup for 9/3/09)

Page 656, Table 645-1 Wind Load Criteria, row 1 column 4 and 5, **replace** "140 ft." with "14.0 ft".

Page 657, Table 645-2 Allowable Sign Areas, under Wooden Post Sections with Embedment of 6.0 ft., **replace** "3.5 x 3.5" with "3.5 x 5.5".

Page 661, Payment Item 645.8XYYZZ Type B Sign Posts, under YY Section, **replace** 01 to 08 with "01 S3x5.7, 02 W6x9, 03 W6x12, 04 W8x15, 05 W10x19, 06 W10x22, 07 W12x26, 08 W14x34"

Make the following change to the *Standard Specifications of May 1, 2008* :

(Issued with Prop Makeup for 1/7/10)

Page 386, Section 565-2.03, Second line, **replace** with the following:
"Type M.R. Bearings 716-06.01 or 716-07.01"

Page 609, Section 624-5, Payment Item Numbers 624.020101 and 624.020601 under Pay Unit, **replace** "Metric Ton" with "Ton"

Make the following change to the *Standard Specifications of May 1, 2008* :

(Issued with Prop Makeup for 5/6/10)

Page 218, Section 308-3.07, **Page 608**, Section 624-4.01, **Page 641**, Sections 638-4 and 638-5, **Page 780**, Section 703-09, Method of Measurement, **replace** "metric ton" with "ton"

Page 769, Table 702-9, under Tact Coat Material Designations, **replace** 702-9000, 702-9001, 702-9002, 702-9003, 702-9004 with 702-9001, 702-9002, 702-9003, 702-9004, 702-9005 respectively.

Page 770, Table 702-10, **replace** Note 1 with XX = 01, 02, 03, 04, or 05

Make the following change to the *Standard Specifications of May 1, 2008* :

(Issued with Prop Makeup for 9/2/10)

Page 702, Section 663-3.23 Hydrostatic Testing, last sentence, **replace** "1035 kPa" with "150 psi"

Page 702, Section 663-4.01 Water Pipe, **replace** "0.1 m" with "1/2 foot"

Make the following change to the *Standard Specifications of May 1, 2008* :

(Issued with Prop Makeup for 1/6/11)

Page 520, Section 606-5, under Payment Item Numbers, **delete** Item 606.36.

Make the following change to the *Standard Specifications of May 1, 2008* :

(Issued with Prop Makeup for 5/5/11)

Page 289, Section 501-2.04 C Mobile Concrete Mixing Units, **replace** Tolerances for Water and Admixtures with the following, "Admixtures $\pm 3\%$, Water $\pm 1\%$ "

ERRATA to 2008 STANDARD SPECIFICATIONS

Page 524, Section 607-2 Materials, Steel and Iron Posts, Rails, Braces and Fittings for Chain-Link Fence, *replace* “710-10.03” with “710-10”

Make the following change to the *Standard Specifications of May 1, 2008* :
(*Issued with Prop Makeup for 9/1/11*) No Errata

Make the following change to the *Standard Specifications of May 1, 2008* :
(*Issued with Prop Makeup for 1/12/12*)

Page 517, Table 606-2 under Heavy Post Blocked Out Corrugated Beam and Payment Factor 1.8, *replace* 3' 1” with 3' 1 1/2”

Make the following change to the *Standard Specifications of May 1, 2008* :
(*Issued with Prop Makeup for 5/3/12*) No Errata

DOCUMENT 00850

NEW YORK STATE DEPARTMENT OF LABOR
CONTRACT REQUIREMENTS AND WAGE RATES

1. The Contract Requirements and Wage Rates contained herein are the latest currently available from the Department of Labor. Contractors may contact the NYSDOL at (518) 457-3246 for information or clarifications relating to wage rates for this project. This information is also available on the Internet at www.labor.state.ny.us.

DOCUMENT 00900

ADDENDA AND MODIFICATIONS

NOTICE TO BIDDERS

Any addenda and modifications may be inserted in the pocket at the end of this Project Manual book.

After Bid Opening and Contract Award, any addenda and modifications will be bound in this Project Manual immediately following this page.

END OF DOCUMENT

(Following to be completed after Bidding.)

____ NO ADDENDA AND MODIFICATIONS

____ ADDENDA AND MODIFICATIONS
FOLLOW AND END ON PAGE 00900 - ____

ADDENDUM NO. 1 – DATE

SAMPLE PROJECT

VILLAGE OF COBLESKILL
SCHOHARIE COUNTY, NEW YORK

CONTRACT NO. XX – SAMPLE CONTRACT

TO: Prospective Bidders and Holder of Contact Documents of Record

FROM: Engineer

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents issued DATE as noted below. Acknowledge receipt of this Addendum No. 1 in the space provided in the bid form on page 00410.1-2 and via Email and/or Fax. Failure to do so may subject bidder to disqualification. This addendum consists of ____ pages.

Enter Addendum Items Here

SECTION 01000

SPECIAL NOTES

<u>TITLE</u>	<u>PAGE</u>
1. Additional Insured Parties	2
2. Owner Requirements for Water Mains and Appurtenances	3
3. Owner Requirements for Sanitary Sewer Mains and Appurtenances	5
4. Alternate Water System Materials	8

SPECIAL NOTE
ADDITIONAL INSURED PARTIES

The Additional Insured Parties for the project shall be as follows:

1. Village of Cobleskill
2. Design Engineer
3. Design Engineer's Subconsultants, as applicable
4. Regulatory Agencies, as applicable
5. Funding Agencies, as applicable
6. Permitting Agencies, as applicable

SPECIAL NOTE**OWNER REQUIREMENTS FOR WATER MAINS
AND APPURTENANCES**

The following are the requirements of the Village of Cobleskill Water Department:

Contact: Jeff Pangman, Water Superintendent
Telephone: (518) 234-2195

Water Mains:

1. DIP, Class 52, CML, with push-on joints, AWWA C151 (Standard Material)
2. PVC, AWWA C-900, DR-18, with push-on joints (Alternate Material)
3. HDPE, SDR-11, DIPS, AWWA C-906, blue stripe, with heat-fused butt joints (Directional Drills)
4. Fittings: Ductile Iron, 350 psi, MJ, AWWA C153. All valves and fittings shall have mechanical thrust restraint.
5. Mechanical Restraint for DIP: Conventional retainer glands, wedge action retainer glands, or Anchor Pipe (hydrant leads).
6. Mechanical Restraint for PVC Pipe: 360 degree Grip-Ring style restraint, PVC Ring Lock Series 3500 by Star Pipe Products or approved equivalent.
7. Transition from HDPE Pipe to DIP fittings: Plexco HDPE MJ Adapter, or approved equivalent.

Valves:

1. Resilient Wedge, AWWA C-509, Open Left, with 2" nut operator and MJ connections. Mueller A-2360, or approved equivalent.
2. Tapping Valves, Resilient Wedge, MJ x FL ends, Mueller T-2360 or approved equivalent.
3. Valve Boxes: Cast iron telescopic pattern at least 5-1/4" diameter, with cast iron drop-type cover with arrow indicating direction of valve opening and **WATER** cast in the cover. Valve Box castings shall be made in USA or Canada.
4. Tapping Sleeves shall be Mueller Catalog H-615 or approved equivalent.

Hydrants:

1. AWWA C-502, with 5-1/4" Main Valve, 6" MJ fittings, 5.5 ft. standard bury depth, with break flange and drain. All hydrants shall be Mueller Super Centurion, Model A-423, as specified by Village of Cobleskill Resolution. No substitutions or equals.
2. Nozzle Arrangement: Two 2-1/2" hose connections and one 4-1/2" pumper connection. Threads shall be NST.
3. Operator: 1-1/2" pentagon, Open Left.
4. Color: Red

Water Services:

1. Copper Tubing, Type K (Standard Material).
2. HDPE Tubing, CTS, DR-9, 200 psi (Alternate Material).

SPECIAL NOTE**OWNER REQUIREMENTS FOR WATER MAINS
AND APPURTENANCES**

3. Joints and Fittings:
 - a. Shall be bronze compression connections.
4. Service Clamps:
 - a. Material: Bronze.
 - b. Tap Size: 1 inch.

Curb Boxes:

Shall be extension type with a stationary rod and arch pattern base suitable for a 5 foot bury and having a minimum 1-inch inside diameter upper section. Curb boxes shall be Mueller H-10314, with matching #88036SS stationary rods (stainless steel) and #89982 one-piece lids, or approved equivalents.

Curb Stops:

Shall be ¾-inch or 1-inch Mueller H-15209 Mark II Oriseal (no drain), or approved equivalent. The curb stops shall be set on a solid concrete block.

Corporation Stops:

Shall be ¾-inch or 1-inch Mueller H-15008, or approved equivalent, suitable for copper tubing and Mueller thread at the main.

Accessories:

1. Thrust Blocks: 3000 psi concrete. All fittings shall have thrust blocks (in addition to mechanical thrust restraint).
2. Buried Pipeline Location Tape (all HDPE and PVC mains):

The tape shall be a metallic blue plastic strip 6-inches wide with the following words imprinted in large black letters in continuously repetitive elements along the tape: "CAUTION: WATER MAIN BELOW:" or a variation of those words.
3. Tracer Wire and Accessories (all HDPE and PVC mains):

Tracer wire shall be multi-strand 14 gauge stainless steel wire with a 45 mil polyethylene jacket. Splice fittings shall be non-corrosive (not brass).

Alternate Water System Materials:

1. See Special Note – Alternate Water System Materials for instructions on completing the bid form for the use of alternate materials.

SPECIAL NOTE**OWNER REQUIREMENTS FOR SANITARY SEWER
MAINS AND APPURTENANCES**

The following are the requirements of the Village of Cobleskill Wastewater Department:

Contact: Don Borthwick, Chief Operator
Telephone: (518) 234-3691

Sanitary Sewer Gravity Mains:

1. PVC, SDR-35 ASTM D3034 with push-on joints (Base Bid)
2. DIP, Class 50, CML, with restrained joint gaskets for cased installations at Highway and Railroad Crossings
3. Lateral Fittings: SDR-35 PVC, ASTM D3034.
4. Transition Couplings: Fernco Series 1056 or approved equivalent.

Sanitary Sewer Force Mains:

1. DIP, Class 50, CML, with push-on joints (Base Bid)
2. HDPE, SDR-11, DIPS, AWWA C-906, green stripe, with heat-fused butt joints (Force Main Directional Drills)
3. PVC, SDR-21, with push-on joints (Deduct Alternate Bid)
4. Fittings: Ductile Iron, 350 psi, MJ, AWWA C153. All valves and fittings shall have mechanical thrust restraint.
5. Mechanical Restraint for DIP: Conventional retainer glands or wedge action retainer glands.
6. Mechanical Restraint for PVC Pipe: 360 degree Grip-Ring style restraint, PVC Ring Lock Series 3500 by Star Pipe Products or approved equivalent.
7. Transition from HDPE Pipe to DIP fittings: Plexco HDPE MJ Adapter, or approved equivalent.

Force Main Valves:

1. Resilient Wedge, AWWA C-509, Open Left, with 2" nut operator and MJ connections. Mueller A-2360, or approved equivalent.
2. Valve Boxes: Cast iron telescopic pattern at least 5-1/4" diameter, with cast iron drop-type cover with arrow indicating direction of valve opening and **SEWER** cast in the cover.

Manholes:

1. Precast Concrete, 48" diameter, with Cone Section between riser section and grade rings.
2. Precast Concrete Grade Rings
3. Vacuum Testing to be employed instead of Exfiltration Test.
4. Standard Frames and Covers shall have 24" diameter opening.
5. Telescopic Frames and Covers shall only be used where indicated on the drawings.
6. Watertight Frames and Covers shall be used only where indicated on the

SPECIAL NOTES**OWNER REQUIREMENTS FOR SANITARY SEWER
MAINS AND APPURTENANCES**

drawings.

Sewer Laterals:

1. Laterals and Lateral Fittings: SDR-35 PVC, ASTM D3034.
2. Cleanout Castings: Top Section of Valve Box with cast iron drop-type cover with SEWER cast in the cover.

Accessories:

1. Manhole Bench Walls: 3000 psi concrete.
2. Buried Pipeline Location Tape (HDPE and PVC force mains):

The tape shall be a metallic blue plastic strip 6-inches wide with the following words imprinted in large black letters in continuously repetitive elements along the tape: "CAUTION: SEWER WATER MAIN BELOW:" or a variation of those words.

3. Tracer Wire and Accessories (HDPE and PVC force mains only):

Tracer wire shall be multi-strand 14 gauge stainless steel wire with a 45 mil polyethylene jacket. Splice fittings shall be non-corrosive (not brass).

No Stormwater Connections to Sanitary Sewer:

1. Contractor shall not reconnect known stormwater lines to the sanitary sewer system.
2. In areas where more than one service lateral come from the same building, it will be necessary to cease mainline pipe laying operations in an effort to determine if any service laterals are discharging extraneous water (not sewage) to the sanitary sewer system. This determination shall be achieved by flushing building toilets and dye testing, if necessary. Building service laterals found to be discharging only groundwater shall be disconnected from the mainline sanitary sewer by the Contractor. The Contractor shall either reconnect the building stormwater lateral to an existing or proposed storm sewer or plug it if no storm sewer is available.

Maintenance of Sanitary Sewage Flow:

1. It is essential to the operation of the existing sanitary sewer system that there be no interruption in the flow of sanitary sewage.
2. Provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment, and conduit necessary to intercept or otherwise handle the sewage flow before it reaches the point where it would interfere with the work, carry it past the work, and return it to the existing sewer below.

SPECIAL NOTES**OWNER REQUIREMENTS FOR SANITARY SEWER
MAINS AND APPURTENANCES**

3. At no time shall the contents of any sewer, drain or house inlet connection be allowed to enter an open trench, pipe or structure being constructed under this contract. If such an overflow occurs, the Contractor shall at his own expense immediately remove all offensive matter from the vicinity of the work.
4. At the completion of each day's work the CONTRACTOR shall temporarily reconnect for overnight use all mainline sanitary sewers disconnected during that day's work.

SPECIAL NOTE**ALTERNATE WATER SYSTEM MATERIALS**

The project will allow the use of approved alternate pipe and service lateral materials. The Bid price shall include the costs for the use of approved materials that will result in the lowest bid to the Owner.

The Bid Form contains line items for all approved material options. The Bidder shall enter prices only for the materials to be used and shall strike-out the line items for materials that will not be used.

Note that this Alternate does not apply to Fire Hydrant leads. These shall always be 6" DIP.

This alternate shall not apply to HDPE Mains.

For this project, the following Alternate Bid Options exist:

1. Water Main (applies to pipe sizes 8" – 12")

Item 663.010X Ductile Iron Cement Lined Water Pipe, X"

or

Item 663.040X Plastic Water Pipe, X"

where x = pipe size designation

Note:

The bid price for Item 663.040 - Plastic Water Pipe shall include Sand backfill as depicted on the Standard Sheets.

2. Services (applies to service sizes ¾" to 2")

Item 663.060X Copper Water Service Pipe, X"

or

Item 663.0703X Polyethylene Water Service Pipe, X"

where x = pipe size designation

SECTION 02000

SPECIAL SPECIFICATIONS LISTING

WATER:

663.05510003	INSTALLATION OF PIPE SUPPORTS AND ASSEMBLIES (ON STRUCTURE)
663.07XX0108	FURNISH AND INSTALL XX NPS INSERTING VALVE AND BOX
663.13000010	INSTALL FIRE HYDRANT
663.14010004	TEMPORARY FIRE HYDRANT
663.20010004	MAGNESIUM ANODE
663.25000010	RESTORING WATER SERVICE CONNECTIONS
663.29010008	TEMPORARY WATER MAIN
663.50000017	INSTALLING WATER SUPPLY UTILITIES BY DIRECTIONAL DRILLING

SANITARY SEWER:

603.98XX0007	POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS
655.05010010	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS
660.97100010	PRECAST SANITARY SEWER MANHOLE
664.01XX0004	DUCTILE IRON SEWER PIPE & FITTINGS, NPS
664.05XX0003	BRIDGE MOUNTING OF SEWER PIPE, NPS
664.96010008	TEMPORARY SANITARY SEWER FORCE MAIN

These Special Specifications (attached) shall be incorporated into the project.

User Note: Revise the above listing based on project requirements.

ITEM 603.98XX0007- POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS

DESCRIPTION:

Under this item the Contractor shall furnish, install and test (PVC) Sewer Pipe and fittings of the size and at the locations shown on the plans or as ordered by the Engineer.

MATERIALS:

The Contractor shall be responsible for all material furnished under this item and shall replace at his expense all material found defective in manufacture or damaged in handling. Materials shall be as follows:

POLYVINYL CHLORIDE (PVC) SEWER PIPE

All Polyvinyl Chloride (PVC) pipe and fittings shall meet or exceed all of the requirements of ASTM specification D3034, "Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings," 4 NPS through 15 NPS, Class SDR-35 and ASTM F679 "(Polyvinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings" for 18 NPS through 36 NPS. The minimum modulus of elasticity shall be 19 lbs/sq. ft. All pipes shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber ring. The bell shall consist of an integral wall section which securely locks the solid cross-section rubber ring into position. The gasket shall meet the requirements of ASTM F477-76.

Fittings - All fittings and accessories shall be as manufactured and furnished by the pipe supplier, and have bell and/or spigot configurations identical to that of the pipe to which they are connected. Service connections shall be of the "tee-wye" combination. The PVC pipe shall be cut to the correct length in the field as necessary to allow installation of new service connections or service connections to existing laterals.

Saddles - Where it is impractical to install a PVC "tee-wye" service connection, a saddle may be used to make a service connection for new lateral.

The saddle shall contain a rubber (O) - ring gasket cemented in place in accordance with ASTM D1869 specifications. The saddle shall have a spigot or bell inlet suitable for acceptance of the kind and size of lateral pipe to be connected. If necessary, a flexible coupling or gasket may be used to connect the lateral to this saddle. The saddle shall be installed in accordance with the manufacturer's specifications and shall meet any requirements established by the owners of the sewer system.

ITEM 603.98XX0007 - POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS

CONSTRUCTION DETAILS:

- A) EXCAVATION - Excavation shall conform to the requirements of Item 206.02 - Trench and Culvert Excavation or Item 206.04 - Trench and Culvert Excavation - O.G., except as modified herein and the limits are shown in the Contract Plans.
- B) BACKFILLING - No trench, pit or other excavation shall be backfilled until the pipe or appurtenant structures contained therein shall have been completely installed and inspected and approved by the Engineer. In backfilling around and over pipes, stone bedding material shall be spread in layers not over 6 inches in depth on both sides of the pipe and thoroughly spaded and tamped around the pipe so that no displacement of the pipe results. Backfill for a minimum distance of 2 ft above the top of the pipe shall be of the same material and shall be spread in layers not to exceed 6 inches in thickness or depth and each layer shall be thoroughly compacted by spading and tamping before further refilling is done. In all cases, the backfill above the top of the pipe shall be placed to a minimum of 18 inches before compaction is begun directly over the pipe.
- C) DISPOSAL OF WATER - Except when included in another specification (i.e. work area located in a hazardous or contaminated area), water in excavated trenches or pits shall be removed by pumping, bailing or other satisfactory method before the installation of any pipe or structure. Water so removed shall be conveyed to such places and points that it will not interfere with the progress of the work or be a hazard or damage to public or private property. No water containing mud, grit or substances that would settle and be detrimental to the operation of sanitary sewers shall be permitted to flow into any storm or sanitary sewer or drain. No sewage entering excavated trenches or pits shall be pumped or dumped into any surface drainage course. No water, sewage or other material shall be allowed to enter any water main.
- D) LAYING SEWER PIPE - Excavation of trenches for sewer pipe shall be made to the line and grade established or as directed by the Engineer and shall be made straight and true with no deviations from a straight line or grade between manholes.

The sewer pipe shall be bedded on a minimum of 6 inches of stone bedding material.

The trench bottom shall be flat. Holes for bells or couplings shall be dug so that no portion of the bell or coupling will contribute to the support of the pipe. The barrel of the pipe shall be uniformly supported throughout the entire length. Should over digging occur, all loosened material shall be removed and the trench bottom brought back to grade with stone bedding material. Bedding material shall be according to specifications and shall be placed and tamped in a manner satisfactory to the

ITEM 603.98XX0007 - POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS

Engineer. Bedding material in such instances shall be placed at the sole expense of the Contractor.

In areas of rock excavation the pipe shall be bedded on a minimum of 6 inches bedding material.

In areas where unstable trench bottoms are encountered, the trench shall be excavated to an additional depth below the layer of stone bedding material and a layer of stone foundation material placed and graded so as to properly support the bedding material, pipe, and backfill. The depth shall vary according to the actual conditions. Payment for such foundation material shall be as hereinafter specified.

All preformed joints shall be made according to manufacturer's specifications. Where it may be necessary to connect to existing facilities of like or unlike materials, such connection shall be made by use of special manufactured adapters as approved by the Engineer.

The inside of each pipe shall be inspected and all foreign matter, joint material that squeezed through, etc., shall be removed before backfilling. Care shall be taken in placing backfill so that the joints are not loosened or sprung. The backfill shall be packed and tamped into place under the pipe. All loosened or broken joints shall be removed and replaced.

- E) LEAKAGE TESTS - Unless otherwise ordered by the Engineer, all sewers, service connections and sewer laterals, shall be tested for leakage and shall satisfactorily meet the test requirements. No connections to existing sewer laterals shall be made until the leakage requirements are met. The Contractor shall furnish all labor, materials and equipment and shall perform the tests. The Contractor shall make all necessary repairs or replacements and shall repeat the final leakage test(s), until the minimum leakage requirements are met.

Leakage tests shall be made only after backfilling is completed. Two types of tests will be acceptable: (a) Exfiltration Test or (b) Low Pressure Air Test. The type of test used will depend upon the extent and type of installation and shall be as directed by the Engineer.

(a) Exfiltration Test

This leakage test consists of an exfiltration test wherein the main sewer, sewer laterals and manholes are filled with clear water to provide a head of at least 5 ft above the top of the pipe or 5 ft above the level of the groundwater table, whichever is higher, at the highest point of the sewer line under test, and measuring the loss of water from the line by the amount which must be added to maintain the original level. In this test the

ITEM 603.98XX0007- POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS

line must remain filled with water for at least 24 hours prior to taking measurements, and the actual test period shall not be less than two (2) hours.

For purposes of determining the elevation of the top of the groundwater table, the Contractor shall furnish and install an open-end standpipe of perforated pipe. The standpipe shall be installed at least 24 hours before the line is filled with water. One (1) standpipe shall be installed for each section of sewer line tested. A section of sewer is defined as the length of main sewer, including sewer laterals, between two consecutive manholes. Following successful completion of the leakage tests, the standpipe shall be filled with approved material and the top cut off at least 2 ft below finished grade.

Exfiltration shall be measured by the drop of water level in a standpipe or in one of the sewer manholes. When a standpipe and plug arrangement is used in the upper manhole of a line under test, there must be some positive method of releasing entrapped air in the sewer prior to taking measurements. In the case of sewers laid on steep grades, the length of line to be tested at any one time may be limited by the maximum allowable internal pressure on the pipe and joints at the lower end of the line. The recommendations of the pipe manufacturer shall be followed.

When the level of the groundwater table is of such height that the manholes cannot be used for convenient measuring, or if the vertical distance between the top of the pipe and the manhole rim is less than 5 ft, the Contractor shall test the pipe separately from the manholes utilizing the standpipe method including plugs, hoses, etc., to establish the required head of water. Manholes shall then be tested separately.

The total leakage of any section tested shall not exceed the rate of 30 gallons per mile of pipe per 24 hours per 1 inch of nominal pipe diameter. For purposes of determining the maximum allowable leakage, manholes shall be considered as sections of 4 ft or 5 ft diameter pipe, depending on the type manhole included in the test. The equivalent leakage allowance shall be 5 gallons per manhole per 24 hours for 4 ft diameter manholes, and 6 gallons per manhole per 24 hours for 5 ft diameter manholes.

(b) Low Pressure Air Test

This leakage test consists of plugging each section of sewer, pressurizing the line with air, and measuring the pressure drop time relationship.

Each end of the section of line to be tested shall be sealed off with inflatable pneumatic or manual plugs which shall hold against the air pressure without external bracing and without movement. Plugs shall have at least two valved connections opening into the pipe section, one for introducing low pressure air and one for

ITEM 603.98XX0007- POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS

connecting an approved air gauge calibrated in .25 psi increments.

Air shall be introduced into the test section to a pressure of 4 psi above the average pressure of any ground water that may be over the pipe. In such ground water areas, the Contractor shall install during the original installation a ½ inch capped pipe nipple through the manhole wall at a level of the top of the lowest pipe. The ground water level shall be determined by clearing the nipple with air and connecting a clear plastic hose to the same and measuring the water level in the hose. The height of the water level in feet above the pipe invert divided by 2.3 shall establish the pounds pressure to be added to all readings.

A minimum of two minutes shall be allowed for the pressure to stabilize during which time the pressure shall not drop more than 0.5 psi. The air supply shall then be disconnected and the time in minutes shall be recorded for the pressure to drop no more than 1 psi. Such time shall not be less than the following:

<u>NOMINAL SIZE</u>	<u>MINUTES</u>
4 NPS	2.0
6 NPS	3.0
8 NPS	4.0
10 NPS	5.0
12 NPS	5.5
15 NPS	7.5
18 NPS	8.5
21 NPS	10.0
24 NPS	11.5
27 NPS	13.0
30 NPS	14.5
33 NPS	16.0
36 NPS	17.5

ITEM 603.98XX0007 M-POLYVINYL CHLORIDE (PVC) SEWER PIPE & FITTINGS

METHOD OF MEASUREMENT:

The quantity to be paid for under these items will be the number of feet of new sewer pipe (including all necessary connections and fittings) furnished and installed in accordance with the plans, specifications and as ordered by the Engineer.

BASIS OF PAYMENT:

The unit prices bid per yard for these items shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work including fittings, plugs, connections, and leakage tests.

Excavation, sheeting, and backfill material will be paid for separately under their respective items. Payment will be made under:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF</u>	<u>PAYMENT</u>
603.98040007	PVC Sewer Pipe & Fittings	4 NPS	Feet
603.98060007	"	6 NPS	Feet
603.98080007	"	8 NPS	Feet
603.98100007	"	10 NPS	Feet
603.98120007	"	12 NPS	Feet
603.98150007	"	15 NPS	Feet
603.98180007	"	18 NPS	Feet
603.98210007	"	21 NPS	Feet
603.98240007	"	24 NPS	Feet
603.98270007	"	27 NPS	Feet
603.98300007	"	30 NPS	Feet
603.98330007	"	33 NPS	Feet
603.98360007	"	36 NPS	Feet

"Progress payments will be made at the unit price bid for 80 percent of the quantity of pipe installed. The remaining 20 percent will be paid for when the testing of the system has been completed."

ITEM 655.05010010 - RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS

DESCRIPTION:

This work shall consist of resetting the frame (bottom ring) on the existing sanitary sewer manholes after replacing the brick masonry collar. This method shall be used for adjusting existing sanitary sewer manholes as indicated on the "Table of Sanitary Sewer Structures", unless otherwise directed and/or approved by the Engineer.

MATERIALS:

Materials shall meet the requirements of the following subsections of Section 700, "Materials Details".

Precast Concrete Paver	704-13
Mortar for Concrete Masonry	705-21

CONSTRUCTION DETAILS:

The existing frames, covers and appurtenances shall be removed, stored if necessary, cleaned and reset to the proposed grade indicated in the plans or as directed by the Engineer.

The Contractor shall remove the existing brick masonry collar in its entirety and construct a new brick masonry collar of the height required.

The Contractor shall thoroughly clean the surface of the top slab of the manhole around the opening to insure proper bond to the satisfaction of the Engineer for the construction of the new brick masonry collar.

Upon completion, each structure shall be cleaned of any accumulation of silt, debris or foreign matter of any kind and shall be kept clean of such accumulation until final acceptance of the work.

METHOD OF MEASUREMENT:

This work will be measured by the number of existing frames, complete with covers and appurtenances, reset to grade on existing sanitary sewer manholes as specified herein.

BASIS OF PAYMENT:

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

Any frames, covers and appurtenances damaged or misplaced shall be replaced at the Contractor's expense.

ITEM 660.97100010 - PRECAST SANITARY SEWER MANHOLE

DESCRIPTION

This specification covers the requirements for furnishing and installing complete sanitary sewer manholes as shown on the plans and in accordance with these specifications.

MATERIALS

Materials used for the construction of the sanitary sewer manholes shall be as indicated on the plans, and shall conform to the requirements of the following:

- Cast-In-Place Concrete (Class A).....Section 501
- Mortar for Concrete Masonry.....Section 705-21
- Bar Reinforcement, Grade 420.....Section 709-01
- Frames and Grates.....Section 655
- Concrete Brick.....Section 704-02
- Precast Concrete Drainage Units.....Section 706-04

In addition, precast manhole sections shall be of round configuration, constructed in conformance with the details shown in the Contract Documents and the applicable sections of ASTM Designation C478. In case of conflict, the details included in the Contract Documents shall govern. All sections of precast manholes shall be provided with at least three (3) lifting anchors, details of which shall be submitted to the Engineer for approval before casting.

Inlet and outlet provisions for precast manholes shall conform to details included in the Contract Documents.

Manholes constructed of precast concrete with a circular interior are to conform to ASTM designation C478 except that walls of 48 inches diameter barrels shall have a thickness of 5 inches. Joints shall be made with flexible gaskets conforming to ASTM C361.

Concrete for manhole invert fill shall be Class A Concrete.

A. Quality Assurance

1. General

- a. The State reserves the right to inspect and test all precast concrete manhole components, accessories, and joint material upon delivery to the site and/or at the point of manufacture.
- b. All precast concrete manhole sections delivered to the job site shall be clearly marked at the factory with the date of manufacture and the manufacturer's identification. Omission of this information may be cause for rejection of the manhole sections.

12/22/08E

ITEM 660.97100010 - PRECAST SANITARY SEWER MANHOLE

- c. The State reserves the right, at all times, to have its representative inspect the materials, the processes of manufacture, the records of analysis and tests, and to select the test specimens at the place of manufacture of the precast manhole sections.
- d. The Contractor shall conduct leakage tests in accordance with the requirements specified in the "Leakage Tests" Section of these Specifications.

2. Manufacturer's Testing

- a. All sampling and testing shall be in accordance with Section 501 - Cast-in-Place Concrete (Class A) and Section 706-04 - Precast Concrete Drainage Units.
- b. Manhole components *shall not* be shipped prior to attaining the specified twenty- eight (28) day compressive strength.
- c. Manhole components *shall not* be shipped unless they bear a stamp of approval by the State or as ordered by the Engineer.

B. Submittals

1. Shop Drawings

- a. Shop drawings shall be submitted for all manholes, manhole castings, and manhole accessories. The Contractor shall submit to the Engineer, with such promptness as to cause no delay in the work, or in the work of any other Contractor, seven (7) copies of all shop drawings for all manhole sections and appurtenances specified herein, and no work shall be fabricated until the Engineer's approval has been given. All shop drawings, cuts, catalogs, or other data requiring approval must be submitted to the Engineer by the Contractor and must bear his stamp of approval evidencing that the data have been checked. Drawings, cuts, catalogs, or other data submitted without his stamp of approval will not be considered by the Engineer and will be returned to the Contractor. Likewise, all questions concerning the plans and specifications which require clarification or interpretation shall be submitted in writing to the Engineer through the Contractor.

The Contractor shall make corrections in the drawings required by the Engineer and shall file with the Engineer seven (7) corrected copies. Approval by the Engineer of such drawings shall not relieve the Contractor of responsibility for errors of any sort in shop drawings; or for deviations

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from plans and specifications unless the Contractor, at the time of submission of said drawings, has given notice to the Engineer of such deviations.

- b. Shop drawings shall include, but not be limited to, the following information:
 - (i) Size and spacing of steel reinforcement.
 - (ii) Wall and slab thickness.
 - (iii) Concrete cover over steel reinforcement.
 - (iv) Joint design between component manhole sections, show all dimensions.
 - (v) Concrete mix design including design compressive strength.
 - (vi) Design of flexible manhole seal assemblies.
 - (vii) Details of manhole ladders, attachments and supports.

2. Design Calculations

- a. Design calculations, conforming to the applicable requirements of the American Concrete Institute Standard ACI318, shall be submitted by the Contractor to verify that all components of the manhole will have the required strength to withstand the following loadings:
 - (i) All manholes shall be of sufficient strength to withstand a minimum load produced by the prevailing earth pressure plus hydrostatic pressure in areas subject to ground water.
 - (ii) The maximum Live Load produced by H20-44 Loading as stipulated in the American Association of State Highway Transportation Officials (AASHTO).
- b. All manholes in areas of high ground water or affected by tidal conditions shall be designed with a factor of safety of 1.25 against uplift.
- c. All calculations shall be certified by a Professional Engineer registered in the State of New York.

C. Castings

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1. All manhole frames and covers shall conform to the requirements of Section 655, "Frames and Grates" of the New York State Standard Specifications and the details shown on the plans.
2. The manhole frames and covers shall be of the adjustable type, as shown on the Contract Plans.

D. Manhole Collars

1. General
 - a. Brick masonry shall be installed between the precast concrete manhole top slab and the manhole casting as shown on the Contract Plans in order to set the manhole casting at the proper grade.
 - b. Precast concrete collar rings may be substituted for brick masonry subject to shop drawing submittal and approval.
2. Brick
 - a. All brick shall meet the requirements stated in Section 704-02, "Concrete Brick" of the New York State Standard Specifications.
3. Mortar
 - a. All mortar required to complete brick masonry as shown on the Contract Plans shall be in conformance with the requirements stated in Section 705-21, "Masonry Mortar" of the New York State Standard Specifications.

E. Steel Reinforcement

1. Steel reinforcement shall be placed in the various sections of precast manholes as shown on the Contract Plans. All steel reinforcement shall meet the requirements specified in Section 709-01, "Bar Reinforcement-Grade 420" of the New York State Standard Specifications.

F. Precast Concrete Top Slabs

1. The precast reinforced concrete top slab placed on the top of the manhole chimney shall be manufactured in accordance with the detail shown on the contract plans. The concrete used in the manufacturing of these slabs shall be minimum 4.35 ksi concrete as specified under Section 706-04, "Precast Concrete Drainage Units" of the New York State Standard Specifications.

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G. Precast Concrete Chimney

1. General

- a. The precast reinforced concrete chimney shall be 48 inches diameter reinforced concrete pipe meeting the requirements of ASTM C478, having a minimum wall thickness of 5 inches.

2. Joints

- a. Joints between precast reinforced concrete chimney sections shall be of the bell and spigot type with a preformed plastic sealing compound gasket as specified in the Federal Specifications SS-S-210A. Joints shall be formed so that adjacent manhole sections will fit and seat properly. Gap between sections shall be no more than 3/8 inches.

H. Precast Manhole Base

1. General

- a. Concrete used in the manufacture of precast reinforced concrete manhole bases shall meet all the requirements specified for precast concrete in Section 706-04, "Precast Concrete Drainage Units" of the New York State Standard Specifications.

2. Pipe Connections

- a. The precast reinforced concrete manhole base shall be provided with circular openings at the locations and elevations for the proper connection of pipes. The pipe connections shall be sealed with flexible manhole seal assemblies.
- b. The flexible manhole seal assemblies shall be installed in accordance with the recommendations of the seal assembly manufacturer and shall conform to ASTM C923-79.
- c. Flexible manhole seal assemblies shall permit at least an eight (8) degree deflection from the center line of the opening in any direction while maintaining a watertight connection.
- d. The flexible manhole seal assemblies shall be as manufactured by Interpace Corp. (Lock Joint Flexible Manhole sleeve), National Pollution Control Systems, Inc. (Kor-N-Seal) or Press-Seal Gasket Corp. or approved equal.

3. Cast-In-Place Concrete Invert

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- a. The cast-in-place concrete invert shall be formed within the precast concrete manhole base with 4.35 ksi concrete conforming to the Specifications of Section 501, "Portland Cement Concrete - General" of the New York State Standard Specifications. This concrete shall be Class A.
4. Crushed Gravel Foundation
 - a. Crushed gravel foundations shall be provided under manhole bases as shown on the contract plans. The crushed gravel shall meet the requirements specified in Section 703-02, "Coarse Aggregates" of the New York State Standard Specifications. This crushed gravel shall be of the size designation as indicated on the plans.

CONSTRUCTION DETAILS

A. Preparation

1. Excavation
 - a. All excavation required for the construction of manholes shall be performed in accordance with Subsection 206-3, "Construction Details" of the New York State Standard Specifications.
2. Dewatering
 - a. All measures required to keep the excavation dewatered during pipe installation shall be included under Trench and Culvert Excavation. The Contractor is directed to the proposal for special notes regarding dewatering.

B. Backfill

1. All backfilling required for the construction of manholes shall be performed in accordance with the requirements of Subsection 203-3.15, "Fill and Backfill at Structures, Culverts, Pipes, Conduits and Direct Burial Cables" of the New York State Standard Specifications.

C. Precast Manhole Base

1. For precast manhole bases, the area underneath the manhole base shall be excavated to the required elevation. The soil below the base shall not be disturbed. The manhole base shall then be lowered into the trench and checked for proper bearing on the subgrade, proper elevation and orientation to receive the incoming and outgoing sewers at the designated invert elevation. If the invert elevation varies by

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more than plus or minus ½ inch from the designated invert elevation, the base shall be removed and reset.

2. The concrete invert fill shall be installed following the connection of all sewer pipes to the manhole. The invert fill shall be true to the sewer pipe invert elevations, with smooth channels of uniform cross section and slope, either straight or with a continuous curve between inlet and outlet of pipes.

The concrete invert fill shall be placed in accordance with dimensions and details shown on the Contract Plans.

To eliminate free fall conditions in a manhole resulting from invert elevation differentials between incoming and outgoing pipes, the Contractor shall form and construct suitable channels in the bottom of the manhole connecting the inverts.

D. Joints Between Manhole Sections

1. All joints between the various manhole sections, including chimneys and top slabs, shall be made with a bell and spigot configuration with a preformed plastic sealing compound as specified in the Federal Specification SS-S-210A.

E. Manhole Collars

1. The brick masonry or precast concrete collar be constructed on the Precast Concrete Top Slab to bring the manhole frame and cover to the proper grade in accordance with the detail on the Contract Plans. The minimum height shall be 4 inches and the maximum height shall not exceed 16 inches.
2. Following the placement of the brickwork, a ½ inch layer of Portland cement mortar shall be applied to the exterior surface of the brick and trowelled to a smooth finish.

F. Castings

1. Manhole castings shall be set in a bed of Portland cement mortar on masonry collars as shown in the contract plans. The rim elevation shall be as determined by the Engineer.

G. Leakage Tests

1. Definitions

- a. For leakage test purposes, a section of sewer line shall be construed as being that portion of a sewer line between two (2) consecutive manholes inclusive

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of upstream manhole and appurtenances unless otherwise specified.

2. Submittals

- a. The Contractor shall submit a schedule of lines to be tested and the methods and equipment to be utilized in the testing to the Engineer for approval.
- b. In areas requiring dewatering, the Contractor shall submit to the Engineer prior to starting the dewatering pumps, a record of each observation well as specified in the Dewatering Section of these Specifications.
- c. The Contractor shall be required to notify the Engineer not less than forty-eight (48) hours prior to the time he intends to begin testing at any particular location.
- d. Prior to undertaking any repairs, the Engineer's written approval of method and material to be used in the repair shall be secured. Items which in the opinion of the Engineer cannot be repaired shall be replaced.

3. General Parameters

- a. All gravity and pressure sewer lines, including but not limited to pipe, fittings, manholes, risers, stubs, specials and appurtenances shall be tested for water tightness as hereinafter specified.
- b. The Contractor shall furnish all necessary material, equipment, labor and other facilities required to satisfactorily perform the tests and shall make all necessary repairs or replacements and retests as required at his own expense.
- c. In areas requiring dewatering, groundwater observation wells shall be utilized for monitoring ground water levels prior to and during all leakage testing.
- d. The Contractor is warned that the Engineer may refuse to allow exfiltration testing, or void those already underway if, in his judgment, heavy rain or rainwater inflow will distort test results. Retests of the affected lines shall be done at no cost to the County, State or other agency having jurisdiction. No claims for delays will be considered by the County, State or other agency having jurisdiction, in the event testing is suspended by the Engineer, as specified above.

4. Preparation

- a. General

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- (i) All sewer pipes and manholes must be clean prior to any work described in this section. They shall be free from dirt, debris, sand, stones, etc. and accumulated water must be removed.

5. Manholes

- a. The testing of new manholes will be performed using the water exfiltration test only. Air pressure testing on manholes will not be accepted.
- b. Prior to the test, all pipes in the new manhole to be tested shall be plugged. All plugs shall be installed in the presence of the Engineer or his representative. Each new manhole shall be filled with water to a level not less than 24 inches above the exterior crown of the upstream pipe or above the normal groundwater level whichever is higher.
- c. A one (1) hour stabilization period will be permitted to allow for water absorption by the manhole. This stabilization period may be extended with the permission of the Engineer. Water *shall not* be allowed to remain in the manhole overnight. Should the water level during the stabilization period drop below the test level as specified above, the Contractor, in the presence of the Engineer or his representative shall add make-up water for water lost during the stabilization period to increase the water level to the required height for the test.
- d. The actual test period shall begin following the stabilization period. Addition of make-up water will not be allowed once the test has begun. *Any deviation* from the aforementioned will *void* the test.
- e. The test be conducted for a period of five (5) hours. The Engineer or his representative will take three (3) readings of the water level at the beginning of the test period, and another three (3) readings of the water level at the end of the test period. The average of the readings will be used by the Engineer to calculate the leakage quantity.
- f. The maximum allowable quantity of exfiltration from any manhole under test shall not exceed ½ gal per 12 inches diameter of manhole per 12 inches of water depth measured from the invert of the downstream pipe per twenty-four (24) hours.

6. Repairs and Retest

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a. General

- (i) Prior to making any repairs, the Contractor shall submit to the Engineer, in writing, the proposed method of repair and secure his written approval of methods and material to be incorporated in the repair. The Engineer shall be the sole judge as to whether the pipes or manholes shall be repaired or replaced.
- (ii) All repairs and retesting must be made in the presence of a representative of the Engineer and to the satisfaction of the Engineer.
- (iii) Should a section or sections of pipe, or manholes fail to meet the leakage criteria, the Contractor shall at no cost to the County, State, or other agency having jurisdiction, locate the leaks and repair pipe and manholes, as necessary, until the leakage is within the permitted allowance.
- (iv) Regardless of the results of the infiltration test, it is required that all visible leaks be repaired.
- (v) The injection of gel, sealant, or any other product to seal cracks, porous section, or any other structural defect of the pipe or manhole will not be permitted.

b. Retests

- (i) All tests and repairs shall be repeated as many times as necessary, at no cost to the County, State or other agency having jurisdiction, until the requirements hereinbefore specified have been met.

METHOD OF MEASUREMENT

The quantity to be measured under this item will be the number of linear feet of height, measured to the nearest tenth of a foot, from the bottom of the bottom slab to the top of the masonry.

BASIS OF PAYMENT

The unit price bid per foot shall include the cost of all labor, equipment, and materials necessary to complete the work including flexible gaskets between manhole sections, concrete invert fill, and all necessary testing and any repairs to the manhole required in connection with the sewerage tests on the manhole.

Manhole frames and covers will be paid for separately.

Excavation (dewatering included in Excavation), backfill, crushed gravel, geotextile and any necessary sheeting will be paid for separately.

ITEM 663.05510003 - INSTALLATION OF PIPE SUPPORTS AND ASSEMBLIES (ON STRUCTURE)

DESCRIPTION:

Under this item, the contractor shall install the pipe hangers and associated hardware at locations shown on the plans.

MATERIALS:

The contractor shall furnish the supports and all other materials, as shown on plans, required for the installation of the pipe.

Structural steel, including the steel grating, shall meet the requirements of §715-01, and shall be galvanized according to §719-01. The steel grating shall match the size and spacing of the existing grating.

Any damage to the galvanized coating shall be repaired according to §719-01.

CONSTRUCTION DETAILS:

The contractor shall install the pipe hangers and associated hardware as shown in the contract documents and in accordance with §663-3.

METHOD OF MEASUREMENT:

Payment will be made by lump sum.

BASIS OF PAYMENT:

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

ITEM 663.07040108 - FURNISH AND INSTALL 4 NPS INSERTING VALVE AND BOX
ITEM 663.07060108 - FURNISH AND INSTALL 6 NPS INSERTING VALVE AND BOX
ITEM 663.07080108 - FURNISH AND INSTALL 8 NPS INSERTING VALVE AND BOX
ITEM 663.07100108 - FURNISH AND INSTALL 10 NPS INSERTING VALVE AND BOX
ITEM 663.07120108 - FURNISH AND INSTALL 12 NPS INSERTING VALVE AND BOX
ITEM 663.07160108 - FURNISH AND INSTALL 16 NPS INSERTING VALVE AND BOX

DESCRIPTION:

Under this item, the contractor shall furnish and install inserting valves and valve boxes of the specified sizes at the locations shown on the plans and as directed by the Engineer. The installations are to be made under pressure with no allowable discontinuance of service.

Before ordering inserting valves, the contractor shall dig exploratory pits to determine the exact outside diameter of the existing mains at the sites of the proposed installations.

MATERIALS:

Shop drawings showing dimensions and all necessary details shall be submitted to the Engineer for approval. Materials shall meet the appropriate AWWA/ANSI specifications for valves.

CONSTRUCTION DETAILS:

Exploratory pits shall conform to the requirements of sub section 206-3.04 – Test Pits. Installation of inserting valves shall be done only by personnel experienced in making wet taps. The method of installation and the equipment for making the taps shall be in strict accordance with the recommendations of the inserting valve manufacturer.

The valve box cover shall be flush with the surface of finish pavement or grade. The word "WATER" shall be cast into the cover.

METHOD OF MEASUREMENT:

The quality of inserting valves and boxes for which payment will be made, will be the number of complete units of each size furnished and installed in accordance with the plans, specifications and as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid for each complete unit of each size shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work, except that excavation, backfill and sheeting will be paid for separately under their respective items.

Progress payment shall be made to the extent that 80% of the unit price bid shall be paid when the installation is completed and backfilled to a minimum of 2 feet over the top of pipe plus whatever additional cover is necessary to protect the installation from vehicular traffic and/or construction traffic. The remaining 20% will be paid upon acceptable completion of the testing and disinfection specified in the proposal under "Water Mains and Appurtenances".

ITEM 663.13000010 - INSTALL FIRE HYDRANT

All provisions of Section 663 pertaining to fire hydrant shall apply, except that the Municipal authority, as specified in a special note, will furnish the fire hydrant. The Contractor shall pick up the fire hydrant at the location specified in the special note.

The cost of picking up the fire hydrant shall be included in price bid for this item.

ITEM 663.14010004 - TEMPORARY FIRE HYDRANT

DESCRIPTION

Under this item, the Contractor shall furnish and install temporary fire hydrants where indicated in the contract documents.

MATERIALS:

Temporary fire hydrant shall consist of a 4 NPS by 4 NPS tee or 4 inch 90° bend, with a butterfly valve connected to the end of the tee or bend, and an operating nut to control the valve.

Temporary fire hydrant shall be equipped with a 4-1/2 NPS diameter national standard threaded nozzle.

CONSTRUCTION DETAILS:

Temporary fire hydrants shall be installed where indicated on the plans and as specified in the Proposal under "Water Mains and Appurtenances." Temporary fire hydrants shall be required on temporary bypass pipe which is 4 NPS in diameter or larger in size.

METHOD OF MEASUREMENT:

The quantity to be measured for payment will be the number of temporary fire hydrants satisfactorily installed and removed.

BASIS OF PAYMENT:

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

ITEM 663.20010004 - MAGNESIUM ANODE

DESCRIPTION: The work shall consist of installing prepackaged magnesium anodes, to cathodically protect a portion of a cast or ductile iron water main, as required in the Contract Documents and as directed by the Engineer. The work shall be in conformance with the requirements of Section 663 Water Supply Utilities.

MATERIALS: Magnesium anodes shall be prepackaged high potential magnesium alloy ingot having the following chemical composition:

Aluminum	0.01% maximum
Manganese	0.50 to 1.30%
Copper	0.02% maximum
Nickel	0.001% maximum
Iron	0.03% maximum
Other	0.05% each or 0.30% maximum total
Magnesium	remainder

Each anode shall meet or exceed the nominal weight and dimensions as shown in the following table:

Bare Anode Weight	Width	Height	Length	Packaged Anode Weight
4.1 kg	3 1/4 inches	3 3/4 inches	13 1/2 inches	11 kg
21.8 kg	5 1/2 inches	6 inches	30 inches	44 kg

Anode and backfill shall be prepackaged into a single unit, in a permeable cloth bag. A minimum of 3 meters of #12 AWG solid copper wire with THHN, TW, THWN, or HMWPE type insulation shall be attached to the anode.

Each anode shall be vibratory packaged in a permeable cloth bag containing backfill having the following composition:

Hydrated Gypsum	75%
Bentonite	20%
Sodium Sulfate	5%

Electrical connection of copper wire to cast iron or ductile iron pipe or fittings shall be by the thermite weld method. Thermite weld materials shall consist of wire sleeves, welders and weld cartridges according to the weld manufacturer's recommendations for each wire and pipe size and material. Weld materials from different manufacturers shall not be interchanged. Welder molds shall be graphite molds. Ceramic "one-shot" molds will not be acceptable.

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ITEM 663.20010004 - MAGNESIUM ANODE

Thermite weld caps shall consist of pre-made weld cap with coating and suitable primer.

CONSTRUCTION DETAILS: Each anode shall be placed in a horizontal position at or below the elevation of the water main. The anode shall also be placed with a minimum horizontal separation of 0.6 meters from the water main. Care shall be taken to ensure that the cloth bag is not damaged and no backfill lost during installation. Each anode shall be centered in the cloth bag. It may be necessary to re-center the anode in the cloth bag by rolling it on the ground prior to installation. Each prepackaged anode shall be lowered into the trench using a sling or rope. The anode shall not be lowered, transported, handled or lifted by the lead wire. The anode lead wire shall be long enough to reach from the pipe to the anode without a splice. The anode lead wire shall be attached to the pipe using the thermite weld process.

Clean a 50 mm square area of pipe or fitting surface at each weld location to a bright shiny surface, free of all serious pits and flaws, by use of a mechanical grinder.

To connect anode lead wire to water mains that are encased in a polyethylene tube, the Contractor shall first cut back the polyethylene tubing to expose the ductile iron pipe. The Contractor shall make an "X" shaped cut in the polyethylene and temporarily fold back the polyethylene film at the point where the anode lead wire will connect to pipe. After the anode lead wire is connected to the pipe the Contractor shall repair the polyethylene film. The Contractor shall use polyethylene compatible adhesive tape to repair the polyethylene film. The polyethylene film shall be folded back against the pipe and the repair tape shall be applied on all four sides of the thermite weld cap and anode lead wire. The repair tape shall completely cover the area of the polyethylene film that was cut and shall completely cover all exposed ductile iron pipe material.

Prepare the anode lead wire for thermite welding by assuring that the wire is absolutely dry. Wire shall be free of dirt, grease and other foreign products. Remove insulation at end to be welded in a manner that will avoid damage to wire. Install adapter sleeves for anode lead wire as recommended by thermite weld manufacturer prior to welding. Hold wire at an approximate 30° angle to pipe surface when welding.

When weld has cooled, remove weld slag and test weld for strength by pulling firmly on the wire. Reweld unsound welds and retest weld. Thoroughly clean mold and mold covers after completion of each weld to remove all excess slag. After soundness of weld has been verified, thoroughly clean with a stiff wire brush and coat with a cold applied thermite weld mastic cap. Apply primer over entire weld area. Push dome of the prefabricated cap containing mastic firmly into weld area. Lift wire away from pipe and apply mastic coating completely around and underneath the wire. Push wire back down on the pipe.

Extra anode lead wire for each anode shall be coiled. The wire shall have sufficient slack to allow for pipe and anode movement and to protect against undue stress during backfilling. Prior to backfilling the anode, water shall be applied to the anode to moisten its prepacked backfill.

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ITEM 663.20010004 - MAGNESIUM ANODE

Cushion sand shall be backfilled around the water main so that the sand covers the pipe to a minimum depth of 300 mm on top, and along both sides of the pipe. The excavation shall be backfilled in stages using select granular backfill (water) material free from stone, rocks, roots, organic material, trash or other debris, and carefully tamped to ensure that no voids exist around the bag and that the bag and wire are not damaged.

METHOD OF MEASUREMENT: The quantity to be measured for payment shall be by the number of prepackaged magnesium anodes installed.

BASIS OF PAYMENT: The unit price bid shall include the cost of: furnishing and installing the prepackaged magnesium anode; all thermite weld equipment and materials and weld caps; attaching the anode lead wire to the pipe; repairing the polyethylene film; and furnishing all labor, material and equipment necessary to complete the work.

Excavation, rock excavation, furnishing and placing of bedding and select granular backfill, temporary pavement, and surface restoration will be paid for under separate items.

Payment will be made under:

ITEM NO.	ITEM DESCRIPTION	PAY UNIT
663.20010004	Magnesium Anode - 4.1 kg	Each
663.20020004	Magnesium Anode - 21.8 kg	Each

ITEM 663.2500010 - RESTORING WATER SERVICE CONNECTIONS

DESCRIPTION.

Under this item the Contractor will be required to remove sections of the existing water service where necessitated by the construction and to restore these water service connections where and as ordered by the Engineer.

This item includes only those water service connections which require new locations due to conflict with drainage lines or structures or due to excavation operations.

MATERIALS.

All material furnished and work performed shall meet all requirements of the Local Water District.

Pipe and appurtenances used in connections shall be of the same size and type and of a quality equal to or better than the line being restored.

CONSTRUCTION DETAILS.

Water service connections shall be maintained at all times unless permission is granted otherwise by the owner or by the Engineer. If service is allowed to be interrupted, it shall be held to a minimum and cause the least possible inconvenience to the consumer. Twenty-four (24) hour advance notice shall be given the Engineer and the affected user when interruption is necessary.

If any water service line is broken through carelessness on the part of the Contractor, it shall be replaced at his own expense.

METHOD OF MEASUREMENT.

The water service connections to be measured will be the number of water service connections restored in accordance with the Plans, Specifications, or orders of the Engineer and to the satisfaction of the Local Water District.

BASIS OF PAYMENT.

The price bid for this item shall cover the cost of all materials, labor, excavation, and incidentals necessary to complete the work.

ITEM 663.29010008 - TEMPORARY WATER MAIN

DESCRIPTION

This work shall consist of furnishing, installing, connecting, testing, supporting, restraining, disconnecting, and removing a temporary water main of the size indicated on the plans in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Plastic Pipe and Fittings – Material Section 722-05. The pipe Standard Dimension Ratio (SDR) shall be as indicated on the plans.

CONSTRUCTION DETAILS

The work includes everything necessary for the installation etc of a temporary water main. The appropriate parts of Section 663 shall apply as directed by the Engineer and the owner of the water system. The temporary water main shall be installed as shown on the plans and as directed by the Engineer. Hydrostatic pressure and leakage tests shall be performed in accordance with AWWA C605.

Removal of the temporary water main shall be in accordance with Section 663-3.02 of the Standard Specifications and shall not be removed until the permanent water main is installed and in operation.

METHOD OF MEASUREMENT

This work will be measured on a lump sum basis.

BASIS OF PAYMENT

Payment for the temporary water main shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Excavation and backfill is also included. Sawcutting the pavement will be paid separately.

Progress payments will be made at the unit bid for 80 percent of the quantity after the temporary water main is installed, tested, and satisfactorily operating. The remaining 20 percent will be paid upon removal.

ITEM 663.50000017 - INSTALLING WATER SUPPLY UTILITIES BY
DIRECTIONAL DRILLING

DESCRIPTION

This work shall consist of furnishing and installing water supply utilities by directional drilling methods in accordance with these specifications and the contract plans.

MATERIALS

All of the requirements of §663 - Water Supply Utilities apply, except as modified herein. Provide to the Engineer the appropriate materials certification as part of the evidence of acceptability for the supplied materials at least 10 days prior to the shipment of the product to the job site.

CONSTRUCTION DETAILS

A. General

1. Clear Holes. Clear all directional drill hole locations in accordance with New York State Department of Public Service Rule 753.

2. Equipment. Furnish equipment of adequate capacity and power to install water supply utilities by directional drilling methods. Supplement each rig with the necessary auxiliaries, appurtenances, tools and other equipment required for proper operation. The alignment(s), profile(s), size(s), and length(s) of the water supply utilities are specified in the contract documents.

3. Submittal. Submit for review and approval a detailed work plan and schedule of activities required to perform all directional drilling, including any proposed variation from the methods and techniques stipulated in this Specification. Information in this work plan should include, but not be limited to, the following:

- a. Qualifications of the Contractor showing that all directional drilling operations will be performed by a competent driller with a minimum of 5 years of relevant experience. Completed projects with details of the types of pipe installations, owner contact names, and telephone numbers must be included.
- b. Designed direction drill path indicating compliance with the project design criteria.
- c. Method for directional drilling indicating the following:
 - i. Plan showing the work zone equipment configuration at the end of the bore(s), staging areas, storage areas and the location of slurry, cuttings and pit spoil handling areas.
 - ii. Equipment list including make and model number and specifications (catalog cuts) of all major equipment proposed for use on the project. The Contractor is responsible for the final determination of the drill rig size based on the length and depth of the actual runs, the subsurface conditions expected, etc.
 - iii. Boring procedure, tooling for drilling, method to control slurry, design of entrance

ITEM 663.50000017 - INSTALLING WATER SUPPLY UTILITIES BY
DIRECTIONAL DRILLING

and exit pits and method to verify that installed water supply utilities is acceptable.

- iv. Materials list including bentonite and bentonite additives proposed for use on the project along with material detail sheets for all other materials used on the site, water supply utility product data sheets showing steel type and all dimensions and tolerances and water source for drilling operations.
 - v. Steering and tracking equipment, procedures and proposed locations of ground based tracking coils or other equipment requiring surface or subsurface access.
- d. Method(s) for erosion and sediment control.

4. Approval of Submittal. Do not start work prior to receiving the Engineer's written approval. Approval, if granted, will be based on the decision of the Director, Geotechnical Engineering Bureau (DGEB) as to the acceptability of the proposed work plan and any variations to provide satisfactory installation of the water supply utilities and avoid damage. The Engineer will forward the proposed work plan to the DGEB for review. The DGEB requires 20 working days from the date of receipt of the proposed work plan in the Bureau to perform his review. Approval will remain in force only as long as all conditions set forth in the approval are met and satisfactory results are obtained. In the event that unsatisfactory results and/or damage occur, the Contractor will stop work and modify his methods and submit them for review and approval.

5. Shoring. Shore entrance and exit pits as necessary to meet OSHA requirements.

6. ROW. Perform all work within the designated right-of-way limits shown on the contract plans.

7. Utilities. Protect any existing underground utilities during this work.

B. Installation

1. General. Exercise special care and handling during delivery and distribution of water supply utilities to avoid damage. Damaged water supply utilities will be rejected and replaced at the Contractor's expense. Store water supply utilities prior to use in such a manner as to keep the interior free from dirt and foreign material. Thoroughly clean any water supply utility that becomes contaminated before it is incorporated into the work.

2. Alignment. The alignment of the water supply utility must conform to the following requirements:

- a. Choose the ground entry and exit angles such that water supply utilities can be installed along the alignment and profile indicated on the contract plans and to the depths indicated in the New York State Standard Sheets.
- b. The entrance point(s) and exit point(s) shall be approved by the Engineer and physically

ITEM 663.5000017 - INSTALLING WATER SUPPLY UTILITIES BY
DIRECTIONAL DRILLING

located in the field.

- c. The exit point(s) shall be no more than 1 foot left or right of the location in the field.
- d. The vertical depth, as specified in the New York State Standard Sheets, is the depth to which the water supply utilities shall be installed.
- e. The Contractor may, with written permission from the Local Water District and the Engineer, elect to install the water supply utilities at a greater depth than shown in the New York State Standard Sheets.
- f. Limit the longitudinal pull so as to prevent any damage of the water supply utilities. Continuously monitor the longitudinal pulling forces during pullback of water supply utilities.

3. Installation Procedure

- a. Direct all drilling operations using steering and tracking systems capable of producing the required alignment. The control system shall provide an angle of inclination reading and the direction in which the cutting tool is pointing. Provide access to the Engineer at all times to all measuring or gauging devices used for the drilling operations including drilling logs maintained by the Contractor.
- b. Adequately support the water supply utilities on rollers during the pullback into the pre-drilled hole. Rollers and cradles shall be of the type that will prevent damage to the water supply utility and in sufficient number to prevent overstressing during the pullback procedure. Pullback equipment shall be adequate for the length(s) and depth(s) of the runs and for the soil types encountered.
- c. Pull an additional length of pipe through the entrance pit upon pull back and expose it. The Engineer will examine the pipe for scratches, scores, gouges, cuts and other forms of damage. The permissible depths of gouges and scratches do not exceed 10 percent of the wall thickness of the pipe.
- d. Pull an adequate sized tracer wire with the water supply utilities.
- e. Take necessary procedures to prevent bentonite leakage.
- f. Supply water for mixing drilling fluid.
- g. Supply portable mud tanks or construct temporary mud pits to contain excess drilling fluids during construction. Upon completion of the water supply utility installation, dispose of any cuttings and excess drilling fluids in a manner consistent with local and State regulations.

4. Abandoned Holes. In the event that the drill hole must be abandoned before completion of

**ITEM 663.50000017 - INSTALLING WATER SUPPLY UTILITIES BY
DIRECTIONAL DRILLING**

the installation, fill abandoned drill holes with grout to prevent subsidence. Progress new drill holes at the Contractor's expense.

5. **Service Shutdown.** Shutdown of any portion of any water service to make connections with existing mains will be made only with the written approval of the Engineer and the Local Water District. When any service is shut down for such purposes, the work on the connection shall be carried on continuously by the Contractor until the water is again turned into the existing main. Maintain adequate water service and fire protection whenever service is interrupted.
6. **Construction Site.** During construction, maintain the site in a neat and orderly condition. At the completion of work, remove all temporary structures erected and materials required for temporary access, drill and pipe staging areas, platforms, and drilling fluids. Restore the area to the approximate original conditions.

C. Flushing, Testing and Disinfection

1. After water supply utility installations, demonstrate to the Engineer that the installations are continuous and without obstructions. In addition, test all water supply utilities and their appurtenances in accordance to the requirements of the Local Water District or §663 - Water Supply Utilities.
2. Disinfect all water supply utilities and their appurtenances in accordance with the requirements of the Local Water District or §663 - Water Supply Utilities. Do not discharge any chlorinated water into any waterway. Remove chlorinated water by tank to an acceptable disposal facility.

METHOD OF MEASUREMENT

This work will be measured as the number of linear feet of each size water supply utility furnished, measured in the field and installed to the satisfaction of the Engineer and the Local Water District.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials and equipment (including dewatering if required) necessary to install water supply utilities and their appurtenances by directional drilling, furnishing and removing all equipment, pipe testing, grouting of abandoned bores, performing and supporting temporary excavations, and site restoration.

Progress payments will be made at the unit price bid for 80% of the quantity of water supply utility satisfactorily installed and accepted. The remaining 20% will be paid when the system has been successfully flushed, disinfected and tested to the satisfaction of the Engineer and the Local Water District.

ITEM 664.01040004 - DUCTILE IRON SEWER PIPE & FITTINGS, 4"
ITEM 664.01060004 - DUCTILE IRON SEWER PIPE & FITTINGS, 6"
ITEM 664.01080004 - DUCTILE IRON SEWER PIPE & FITTINGS, 8"
ITEM 664.01100004 - DUCTILE IRON SEWER PIPE & FITTINGS, 10"
ITEM 664.01120004 - DUCTILE IRON SEWER PIPE & FITTINGS, 12"
ITEM 664.01140004 - DUCTILE IRON SEWER PIPE & FITTINGS, 14"
ITEM 664.01160004 - DUCTILE IRON SEWER PIPE & FITTINGS, 16"
ITEM 664.01180004 - DUCTILE IRON SEWER PIPE & FITTINGS, 18"
ITEM 664.01200004 - DUCTILE IRON SEWER PIPE & FITTINGS, 20"
ITEM 664.01240004 - DUCTILE IRON SEWER PIPE & FITTINGS, 24"
ITEM 664.01300004 - DUCTILE IRON SEWER PIPE & FITTINGS, 30"
ITEM 664.01360004 - DUCTILE IRON SEWER PIPE & FITTINGS, 36"
ITEM 664.01420004 - DUCTILE IRON SEWER PIPE & FITTINGS, 42"

DESCRIPTION: Under this item, the Contractor shall furnish and install cement lined, ductile iron sewer pipe and fittings and make all necessary connections to new and existing mains in accordance with the specification, as shown on the plans or as directed by the Engineer.

MATERIALS: As specified in the contract documents.

CONSTRUCTION DETAILS: As specified in the contract documents.

METHOD OF MEASUREMENT: The quantity will be measured as the number of feet of new sewer pipe (including all necessary connections and fittings) furnished and installed in accordance with the plans, specifications and as directed by the Engineer.

BASIS OF PAYMENT: The unit price bid shall include the cost of furnishing all labor, materials and equipment necessary to complete the work including, but not limited to fittings, plugs, connections, and leakage tests.

Excavation, backfill, sheeting and specials will be paid for under their respective items.

Progress payments will be made at the unit price bid for 80 percent of the quantity of pipe installed. The remaining 20 percent will be paid for when the testing of the system has been completed.

ITEM 664.05120003 - BRIDGE MOUNTING OF SEWER PIPE, 12"
ITEM 664.05140003 - BRIDGE MOUNTING OF SEWER PIPE, 14"
ITEM 664.05160003 - BRIDGE MOUNTING OF SEWER PIPE, 16"
ITEM 664.05180003 - BRIDGE MOUNTING OF SEWER PIPE, 18"
ITEM 664.05200003 - BRIDGE MOUNTING OF SEWER PIPE, 20"
ITEM 664.05240003 - BRIDGE MOUNTING OF SEWER PIPE, 24"

DESCRIPTION:

This work shall consist of the installation of sewer supply utilities in accordance with these specifications, the contract documents and the standard sheets.

MATERIALS:

As specified in the contract documents.

CONSTRUCTION DETAILS:

Sewer pipe shall be installed on a bridge in accordance with the contract plans. This shall include but, is not limited to, expansion devices, rollers, chairs, connectors, insulation, insulation covering and sleeves.

METHOD OF MEASUREMENT:

The quantity to be measured for payment will be in feet to the nearest 1/2 foot from a point 5 feet behind the back surface of each structure abutment or backwall, or to points indicated in the contract documents for installations that do not pass through an abutment or backwall.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, materials and equipment necessary to complete the work, including, but not limited to, expansion devices, rollers, chairs, connectors, insulation, insulation covering and sleeves, except that structural utility support members and leak testing of the pipe will be paid for separately.

ITEM 664.96010008 - TEMPORARY SANITARY SEWER FORCE MAIN

DESCRIPTION

This work shall consist of furnishing, installing, connecting, testing, supporting, restraining, disconnecting and removing a temporary sanitary sewer force main of the size indicated on the plans in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Plastic Pipe and Fittings – Material Section 722-05. The pipe Standard Dimension Ratio (SDR) shall be as indicated on the plans.

CONSTRUCTION DETAILS

The work includes everything necessary for the installation etc of a temporary sanitary sewer force main. The appropriate parts of Section 664 shall apply as directed by the Engineer and the owner of the sewer system. Hydrostatic pressure and leakage tests shall be performed in accordance with AWWA C605.

METHOD OF MEASUREMENT

This work will be measured on a lump sum basis.

BASIS OF PAYMENT

Payment for a temporary sanitary sewer force main shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Excavation and backfill is also included. Sawcutting the pavement will be paid separately.

APPENDIX A

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

(2 pages follow)

CONR 9 (3/11) SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following information is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date. The bidder's signature on this proposal certifies that they have made themselves aware of the availability, for their inspection and review prior to the letting date, of the information indicated below:

INFORMATION	Hard Copy Only	CD/DVD	Not Available
1. Asbestos Information			
a. Asbestos Blanket Variances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Asbestos Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. CADD Information			
a. MicroStation DGN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. InRoads DTM and XML format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. InRoads ALG and XML format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cross Sections in ADOBE PDF format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Quantity Information			
a. Quantity Work-ups – All	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Quantity Work-ups – Partial (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Record Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Rock Cores (available for inspection only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Sign Face Layouts in ADOBE PDF format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Stormwater Pollution Prevention Plan (SWPPP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Subsurface Information			
a. Subsurface Exploration Logs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Undisturbed Sample Logs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Laboratory Test Data from Soil Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Tabulated Results of Probing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Tabulated Depth to Bedrock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Rock Core Evaluation Logs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Compression Test Data from Rock Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Rock Outcrop Maps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Granular Materials Resource Survey Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Terrain Reconnaissance Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Subsurface Information - Other Information			
a. Subsurface information from outside sources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Source Information - Granular Material and aggregates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Special Subsurface Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Anticipated Construction Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Special Reports or Other Information:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Design Approval Document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Wetland Compensation Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Survey Control Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONR 9 - next page

**Instructions for Filling Out the CONR 9
SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS**

Note:

- The CONR 9 shall be submitted with the PS&E materials for all projects. The PS&E Section will then include it as part of the project proposal.
- Regions are encouraged to package the CONR 9, with all of the electronic Supplemental Information Available to Bidders onto 1 CD/DVD. The CD/DVD shall be made available to bidders at the Regional Office.
- The Region should contact the PS&E Section for further instructions if the Supplemental Information is proposed to be provided to prospective bidders on the same CD that contains the Contract Bid Documents.

Instructions:

1. Save a local copy of the CONR 9 Form.doc
2. Turn on the "form protections" so that the boxes on the CONR9 can be filled in. Do this by following these steps:
 - On the toolbar select Developer/Protect Document
 - Restrict formatting and editing by selecting "Filling in forms" in item 2 of the pop up.
 - In item 3, click Yes, Start Enforcing Protection
 - Do not provide a password in the next pop-up. Select OK
3. The boxes on the CONR 9 can now be filled in. Delete these "instructions" from the file.
4. Save the file as Dnnnnnn_R#_CONR9.pdf for submission with the PS&E materials.

Packaging the CONR 9 and Supplemental Information on a CD/ DVD for the bidder:

1. Copy all electronic files that make up the Supplemental Information Available to Bidders onto the CD/DVD using intuitive file names, or names in accordance with Appendix 14 of the Project Development Manual. To group a set of files, create a folder on the CD/DVD and place the set of files in the folder.
2. Copy the CONR 9 Form.doc onto the same CD for use as an index for the Supplemental Information. Add hyperlinks from the descriptions listed in the Information Column on the CONR 9. Hyperlink to the corresponding electronic document (or to the corresponding folder containing a group of documents).

Note: You must first turn off "form protections" in order to add or revise the hyperlinks. (from the toolbar -Developer/Protect Document/Stop Protection)

3. Save the file. (as .pdf if desired, removing .doc version)

APPENDIX B
SOIL BORINGS

APPENDIX C

PERMITS

APPENDIX D

PRELIMINARY CONSTRUCTION SCHEDULE