

TOWN OF YORKTOWN

BID AND SPECIFICATIONS

FOR

STONY STREET INTERCHANGE IMPROVEMENTS

BID #24-3

Edward Lachterman Deputy Town Supervisor

Daniel A. Ciarcia, P.E. Town Engineer

Dated: January 2024

TOWN OF YORKTOWN SERVICES AND PUBLIC WORKS CONTRACTS BID

INSTRUCTIONS TO BIDDERS

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until 10:00 A.M. on Thursday, February 29, 2024 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Stony Street Interchange Improvements, Bid #24-3. Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: "Bid: Stony Street Interchange Improvements, Bid #24-3."

The Bid Documents consists of the following documents:

- 1. **Instructions to Bidders**
- 2. **Part One** Bid Proposal Form
- 3. **Part Two** General Terms and Conditions of Bid
- 4. **Part Three** Specifications
- 5. **Part Four** Prevailing Wage Rates
- 6. **Part Five** Addenda, if any
- 7. Part Six Non-Collusive Bidding Certificate

Wherever in the Bid Documents any section or paragraph is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

A submitted bid will consist of

- 1. one original completed **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and
- 2. a signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast, Town Clerk Master Municipal Clerk Town of Yorktown

TOWN OF YORKTOWN STONY STREET INTRSECTION IMPROVEMENTS BID # 24-3

PART ONE

BID PROPOSAL FORM

The Town of Yorktown seeks bids from qualified parties:

BIDDER'	S D/B/A NAME (if any)				
ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXT. PRICE
1	Mobilization/demobilization	LS	1		
2	Maint. and Protection of Traffic	LS	1		
3	Demolition and Disposal	LS	1		
4	Road Widening	LS	1		
5	Concrete curbs	LS	1		
6	Concrete Sidewalk	LS	1		
7	Mill and Pave Asphalt	LS	1		
8	Line Striping	LS	1		
9	Miscellaneous work allowance	LS	1	\$10,000	\$10,000
	TOTAL AMOUNT BID	TOTAL A	MOUNT BI	D	
	se Bid Dollar Amount: \$			_	

The price(s) set forth above shall remain valid for one (1) year from the date of bid award.

Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc.

Name of person authorized to submit bid for bidder	:	
Signed:		
[Signature of authorized person, if not a corporate of submission of bid.]	officer, attach corporate res	solution authorizing
TITLE of authorized person:		
BIDDER'S CORPORATE NAME:		
DIDDED CONTACT DIFORMATION		
BIDDER CONTACT INFORMATION:		
PRINT NAME: TITLE:		
Address:	State:	Zip:
Phone:		
Fax:		
Email:		

-END OF BID PROPOSAL FORM-

TOWN OF YORKTOWN SERVICES AND PUBLIC WORKS CONTRACTS BID

PART TWO

General Terms and Conditions of Bid

Section Numbers	Heading
Section 1.	Bid Proposal Form
Section 2.	Pre-Bid Site Inspection
Section 3.	Quality and Samples
Section 4.	Request for information and/or clarification of the Bid Documents
Section 5.	Non-Collusion
Section 6.	Late Bids
Section 7.	Bid Opening
Section 8.	Acceptance and Rejection
Section 9.	Appeal of Determination of Non-Responsiveness and
	Non-Responsibility
Section 10.	Award
Section 11.	Notice of Award
Section 12.	Performance And Payment Bond
Section 13.	Assignment Prohibited
Section 14.	Special Requirements
Section 15.	Purchase of Additional Quantities of Bid Items
Section 16.	Contractor's Subcontracts and Material Lists
Section 17.	Representative Always Present
Section 18.	Performance
Section 19.	Insurance Requirements
Section 20.	Indemnification

Section Numbers	Heading
Section 21.	Delivery Point
Section 22.	Date of Delivery
Section 23.	Damages
Section 24.	Warranty/Guarantee
Section 25.	Breach of Contract/Termination
Section 26.	Prevailing Wage Rates and Supplements
Section 27.	Estimates and Payments
Section 28.	Payments to Subcontractors and Materialmen by Contractor
Section 29.	Change in Contract Price
Section 30.	Proper Method of Work and Materials
Section 31.	Utilities and Service Lines
Section 32.	Protection, Existing Structures
Section 33.	Acceleration of the Work
Section 34.	Stopping Work
Section 35.	Change in the Contract Time
Section 36.	Disputed Work – Notice of Claims For Damages

Section 1. <u>Bid Proposal Form</u>

- 1.1 The bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2 In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. All items not bid shall be indicated as "not bid" in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. Any bidder desiring to bid "no charge" on an item in a group must so indicate.
- **1.3** Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4 Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- **1.5** By signing the Bid Proposal Form, the bidder certifies that:
 - i. the person whose signature appears below is legally empowered to bind the bidder;
 - ii. the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
 - iii. if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
 - iv. By submission of the 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State

- 1.6 The bidder understands and agrees that quantities shown on the Bid Proposal Form opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the Town may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the Town reserves the right to add to or take from the total amount of the work up to a limit of thirty (30%) percent of the total amount of the contract based upon the executed contract price for all the specified work.
- 1.7 The bidder shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.
- **1.8** All prices bid include a sum sufficient for the preparation and submission of approved final "As-builts", record drawings, guarantees, warranties, and operations and maintenance manuals.
- 1.9 All plans and other like records compiled by the contractor in completing the work under this contract shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use.
- **1.10** The contractor shall secure and pay for all necessary permits for the proper executing and completion of work.
- **1.11** The Town is exempt from all federal, state and local taxes.

Section 2. <u>Pre-Bid Site Inspection</u>

- 2.1 The bidder shall satisfy itself by personal examination of the location of the proposed work and surroundings thereof, and by such other means as it may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of the bid dispute such approximate estimated quantities or assert that there was any misrepresentation by the Town or any misunderstanding by the bidder in regard to the quantity or kind of materials to be furnished, or work to be done. Failure to do so will not relieve a successful bidder contractor ("contractor") of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its bid.
- **2.2** Unless otherwise stated, the bidder is free and encouraged to examine the work site during normal work hours preceding the submission of the bid. For those bidders requesting further clarification of the conditions, an appointment with the Town's

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¹ List found at http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

2.3 At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Bid Documents.

Section 3. Quality and Samples

- **3.1** All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their reasonable equivalent.
- **3.2** References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 4. Request for information or interpretation and/or clarification of the Bid Documents

- **4.1** The bidder shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent the bidder from providing a responsive bid.
- **4.2** No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- **4.3** Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of bids.
- **4.4** Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents and will be made available in the same manner and method as the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. The failure of any bidder to receive such Addenda will not relieve the contractor of any obligation to comply with the terms and conditions of the Addenda.
- 4.5 The Bid Documents, including the drawings, have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The bidder must realize however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town and in accordance with the Bid Documents. The bidder shall not take advantage of any apparent errors or omission in the Bid Documents. In the event the contractor discovers an error or omission in the Bid Documents, it shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.
- **4.6** A bidder's failure to request a clarification, interpretation, etc. of any portion of the Bid Documents or to point out any inconsistency therein will preclude such

bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

Section 5. <u>Non-Collusion</u>

5.1 The bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by the bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

Section 6. Late Bids

6.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

Section 7. Bid Opening

- **7.1** Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.
- 7.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

Section 8. Acceptance or Rejection

- **8.1** A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- **8.2** If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.
- **8.3** The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- **8.4** Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

- **8.5** The Town will consider the qualifications of all bidders and may conduct such investigation as it deems necessary to assist in the evaluation of any bid. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Town, in the Town's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work. In evaluating a bidder's responsibility the Town may consider the following factors:
 - i. financial resources;
 - ii. technical qualifications;
 - iii. experience;
 - iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
 - v. a satisfactory record of performance;
 - vi. a satisfactory record of business integrity;
 - vii. where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
 - viii. compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.
- **8.6** The Town reserves the right to require additional information as it deems appropriate concerning the history of any bidder's performance of prior contracts. The final determination of whether the bidder possesses the requisite experience rests in the sole discretion of the Town. Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

Section 9. Appeal of Determination of Non-Responsiveness or Non-Responsible

- **9.1** Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- **9.2** Time Limit; A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.

- **9.3** Form and Content: The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 9.4 Stay of Award of Contract Pending. Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

Section 10. Award

- 10.1 Town reserves the right to make an award within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 10.2 The Award will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the Bid documents.
- 10.3 Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the Town, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

Section 11. Notice of Award

- 11.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the contractor. Such Notice of Award will constitute a binding enforceable contract between the contractor and the Town of Yorktown. These General Terms and Conditions shall be incorporated into the contract as material terms.
- 11.2 The Town may issue a Notice of Award based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 entitled *Procurement for Goods and Services*.
- 11.3 Upon receipt of the Notice of Award the contractor will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

Section 12. <u>Performance and Payment Bond</u>

12.1 If a Performance and Payment bond is required in accordance with the Instruction to Bidders, the "Bid Bond and Consent of Surety" Form must be executed by the contractor's Surety Company and submitted to the Town.

Section 13. <u>Assignment Prohibited</u>

13.1 The contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the contractor or from any obligations under the terms of the contract.

Section 14. Special Requirements

14.1 Special requirements for any bid may supersede and/or be added to any provision contained in these General Terms and Conditions.

Section 15. Purchase of Additional Quantities of Bid Items

15.1 The Town may purchase additional quantities of the bid items at any time during the contract period, for the same price and under the same terms and conditions as set in the Bid Proposal Form.

Section 16. Contractor's Subcontracts and Material Lists

- 16.1 Within fifteen (15) days after execution of the Contract, the contractor shall submit to the Town for approval a list of the subcontractors, materialmen and materials that the contractor plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Town. No part of the work may be sublet until after the contractor has received the Town's approval. The contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the Town's approval to sublet parts of the work will in no way relieve the contractor of any of its obligations under the Contract. All dealings of the Town with the subcontractors shall be through the contractor.
- 16.2 The contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the contractor by all applicable provisions of the contract documents executed between the contractor and the Town, but this shall not be construed as creating any contractual relationships between subcontractors and the Town. Prior to approval of the subcontractors, the Town has the right to review and recommend changes in the subcontracts. The Town reserves the right to reject any subcontractor proposed by the contractor if in the reasonable opinion of the Town such subcontractor lacks the experience or capability to perform its subcontract work or is otherwise non-responsible.
- 16.3 The contractor shall insert appropriate clauses in each subcontract that require that if the contractor is terminated by the Town either for default or convenience that at

the sole option of the Town the subcontract shall automatically attorn to the Town and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

Section 17. **Representative Always Present**

- 17.1 The contractor in case of its absence from the work shall have a competent representative or foreman present, who shall obey without delay, all instructions of the Town in the prosecution and completion of the work in conformity with the contract, and shall have full authority to supply labor and material immediately.
- 17.2 The contractor, or its superintendent, shall attend job meetings with the Town for the purpose of discussing expedition, execution and coordination of the work. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Town.
- 17.3 The contractor shall not commence any work prior to the first (pre-construction) meeting between the contractor, Town, and other concerned governmental and utility company representatives.

Section18. **Performance**

- **18.1** All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown in the Bid Documents.
- 18.2 Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work shall not be preponderantly of borderline
- quality or dimension.
- 18.3 Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the contractor before starting construction. Information and data on the contract documents shall take precedence in the following order (1) Drawing; Details, Sections, Plans, Notes, General Notes, (2) Technical Specifications, (3) General Specifications. Any errors, omissions or discrepancies shall be brought to the attention of the Town whose decision thereon shall be final.
- 18.4 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents but that reasonably acceptable work had been produced, the Town shall then make a determination if the work shall be accepted and remain in place. In

this event, the Town will document the basis of acceptance by contract modification, subject to the approval of the Town Board, which will provide for an appropriate adjustment in the contract price for such work or materials as deems necessary.

- 18.5 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.
- **18.6** All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic) shall be in conformity with the latest edition of the New York State Manual of Uniform Traffic Control Devices or other such standard as directed by the Town.
- 18.7 Time being of the essence, the contractor shall take notice that the timely completion of the work called for under the contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "Notice of Award" has been given it by the Town (unless a definite starting date is otherwise stated). Prior to commencing its work, the contractor shall notify the Town, at least forty-eight (48) hours prior to the planned date of its "start".

Section 19. Insurance Requirements

- 19.1 The contractor, upon award of the contract, shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.
- 19.2 Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the contractor and identify the contract number or description.
- **19.3** All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.
 - i. Workmen's Compensation: The contractor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
 - ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
 - iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.

- iv. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.
- v. If any of the insurance requirements are not complied with at their renewal dates, payments to the contractor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the contractor.
- vi. If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the contractor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the contractor concerning indemnification.
- vii. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims as may be determined by the Town.

Section 20. Indemnification

- 20.1 The contractor hereby agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the contract between the contractor and the Town. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the contractor to indemnify the Town, its officers, elected officials, agents or employees from its or their sole negligence.
- **20.2** Neither the acceptance of the completed work nor payment therefore shall release the Contractor from its obligation under this section.

Section 21. Delivery Point

- 21.1 Shipping of any products shall be FOB Destination. Delivery shall be at the location set forth in the Specifications except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or bidder due to the failure of bidder to comply with this requirement will be the responsibility of bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town. Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specific Specifications.
- 21.2 If bidder is shipping bid items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.
- **21.3** Delivery will not be complete until the goods are inspected and accepted by the Town.

Section 22. Date of Delivery

22.1 Delivery of all materials included under this bid shall be made not later than the date specified in the Bid Documents or Project Schedule. If contractor cannot meet the delivery date specified in Bid Documents or Project Schedule, contractor shall state on the bid form the proposed date of delivery and such date will considered when determining responsiveness in awarding the bid.

Section 23. <u>Damages</u>

23.1 The contractor shall be fully responsible for shipping and delivery of materials specified in the Bid Documents or Project Schedule in an undamaged condition. Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by contractor at no cost to the Town.

Section 24. Warranty/Guarantee

- 24.1 It is the intent of the Bid Documents to require first-class work and materials and any work not fully covered herein Bid Documents shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor. The contractor shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town quality materials.
- **24.2** Contractor is deemed to warrant and guarantee all work performed under this agreement.
- 24.3 Unless otherwise stated in other parts of the specifications, all work performed or goods supplied under the contract shall be guaranteed by the contractor against all defects resulting from the use of inferior materials, equipment or workmanship, for a period of one (1) year from the date of final completion and acceptance of the work, which shall be defined as the date of the Town's approval of the final

Certificate for Payment or from the date the Town takes possession and makes full use of the constructed facility.

- **24.4** Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- 24.5 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. Any equipment, part or constructed item which is or becomes defective during the guarantee period shall be replaced or redone by the contractor, including all labor at no additional charge to the Town. All replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement promptly upon receiving written notice from Town.

Section 25. <u>Breach of Contract/Termination</u>

25.1 If contractor fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may arrange to have the work performed from other sources to take the place of the work product found defective or not delivered. Without limiting the foregoing, Town reserves the right to terminate the contract upon breach upon within ten (10) days written notice provided to the contractor.

Section 26. <u>Prevailing Wage Rates And Supplements</u>

- **26.1** Wages to be Paid and Supplements to be Provided
 - i. The contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting the contract or order, either Federal, State or local.

26.2 Records to be kept on Site

The contractor, subcontractors at any tier shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- i. Record of hours worked by each workman, laborer and mechanic on each day;
- ii. Record of days worked each week by each workman, laborer and mechanic;
- iii. Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- iv. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- v. A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice,

informing them of the prevailing wage rates and supplements requirement for the contract.

Section 27. Estimates and Payments

- 27.1 As the work progresses but not more often than once a month and then on such days as the Town shall direct, the contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the contractor.
- 27.2 From each requisition, the Town will retain five percent (5%) plus one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments against the contractor that have not been suitably discharged. The Town will thereupon cause the balance of the requisition therein to be paid to the contractor.
- 27.3 As a condition to the making of any progress payment as set forth in this paragraph, the Town, in its sole discretion may require the contractor to submit such document as may be reasonably required to establish that the contractor and its subcontractors have timely and properly paid their respective subcontractors and materialmen at any tier.
- 27.4 When the work or major portion thereof, as contemplated by the terms of the contract are substantially completed in the judgment of the Town, the contractor shall submit a requisition for the remainder of the contract balance. An amount equal to two (2) times the value of the remaining items to be completed plus one hundred fifty percent (150%) of the amount that the Town deems necessary to satisfy to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged shall be deducted from the requisition. As the remaining items of work are satisfactorily completed or corrected, the Town will, upon receipt of a requisition, pay for these items less one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments.
- 27.5 All estimates will be made for actual quantities for work performed and materials and equipment incorporated in the work as determined by the measurements of the Town, and this determination shall be accepted as final, conclusive and binding upon the contractor. All estimates will be subject to correction in any succeeding estimate.
- 27.6 Payment will be made only upon the written request of the contractor. Payment requests shall be processed by the Town no more than one (1) time per month. Payment will be made for materials pertinent to the project which have been delivered to the site or off-site by the contractor suitably stored and secured in first-class condition as required by the Town. The contractor must submit certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment; freight bills, release of liens and certificate of insurance covering all equipment and materials.
- 27.7 The Contractor shall be responsible for safeguarding stored equipment and materials against loss or damage of any nature whatsoever, shall retain title until incorporated into the work and acceptance by the Town and in case of loss or

damage, the contractor shall replace such lost or damaged equipment and materials at no cost to the Town. After receipt of payment, the contractor shall not remove from the site equipment and materials for which such payment was made without written authorization from the Town.

- 27.8 Within thirty (30) days after receiving written notice from the Contractor of substantial completion of the work under this Agreement, the Town will cause an inspection to be made of the work done under the contract. If, upon such inspection, the Town determines that the work is substantially complete, a Substantial Completion Payment to the contractor for the work done under the contract, less any and all deductions authorized to be made by the Town under the contract or by law, will be issued.
- **27.9** As a condition precedent to receiving payment therefore, the Contractor must have received Town approval of all Shop Drawing submittals, the Operation and Maintenance Manuals, and As-Built Drawing(s).
- 27.10 Together with its application for substantial completion payment the Contractor shall also deliver to the Town a verified statement certifying that all claims or liabilities arising from the completed work, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the Town. All such claims shall be described in sufficient detail so as to be easily identified. The contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the Town from the beginning of the project through the date of substantial completion as established by the Town. The presentation of the verified statement to the Town shall not constitute an acknowledgement by the Town that any such claim is valid. The Town expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract. The contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the Town affidavits and certificates for labor, material and equipment (where applicable).
- **27.11** Within ten (10) days after receiving written notice from the contractor of completion of all the work, the Town will make a final inspection. If upon inspection the Town determines that no further work is needed, the Town will request that the Town approve the completion of the project and authorize payment of the Final Estimate.

Section 28. Payments To Subcontractors And Materialmen By Contractor

28.1 Within fifteen (15) calendar days of the receipt of any payment from the Town, the contractor shall pay each of its subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the Town less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged

and less any retained amount as hereafter described.

28.2 Nothing provided herein shall create any obligation on the part of the Town to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the Town. Notwithstanding anything to the foregoing, the Town may tender payments to the Contractor in the form of joint or dual payee checks.

Section 29. Change in the Contract Price

- **29.1** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the contractor for performing the work pursuant to the contract. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at its expense without change in the Contract Price.
- 29.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All change orders are subject to the determination and approval of the Town Board.

Section 30. Proper Method of Work And Proper Materials

- **30.1** The Town shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under the contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.
- 30.2 If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase its efficiency or to improve their character, and the contractor shall promptly conform to such order; but the failure of the Town to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.\
- **30.3** The Contractor will establish the lines, grades and measurements necessary in his opinion to properly locate the work, by setting suitably marked offset or reference stakes. These stakes are referenced to the control points, coordinates and similar data that may be shown on the contract drawings, but the Town reserves the right to modify that information.
- **30.4** The Contractor shall carefully and properly preserve all stakes, pins and markers required at no additional costs to the Town. All existing property lines and survey monuments which may, of necessity have to be disturbed during the construction work, will be property tied to fixed points and reset by the Contractor at no cost to

Section 31. Utilities and Service Lines

31.1 The Contractor is hereby warned that a reasonable opportunity is to be given the municipalities and public service corporations to alter and install pipes, conduits or other structures prior to placing to pavement. No guarantee is given that public utility structures and service lines herein shown are correctly located. Locations given are from the best available information.

Section 32. <u>Protection, Existing Structures</u>

- 32.1 The Contractor, at his expense, shall protect adjacent and other property or premises from damage of any kind during the progress of the work and shall erect and maintain guards around his work in such a way as to afford protection to the public. The Contractor shall be held responsible for improper, illegal, or negligent conduct of himself, his subcontractors, employees and agents in and about said work or in the execution of the work covered by this Contract.
- 32.2 The Contractor shall, at his expense, sustain in their places and permanently protect from direct or indirect injury any and all pipelines, subways, pavements, sidewalks, curbs, railways, buildings, trees, poles, wells, and other property in the vicinity of his work, whether over-or underground, or which appear within the trench or excavations, and he shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.
- 32.3 The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or excavations. His liability to so support and protect all such structures from damage or injury shall continue without limitation, throughout the Contract period and during the period of guarantee.
- 32.4 The Contractor shall at all times have on the ground suitable and sufficient material and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected.
- 32.5 In case injury occurs to any portion of a pipeline or structure, or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Engineer, and, at his expense, shall remove such injured work and shall rebuild the pipeline or structure and shall replace the material surrounding the same, or shall furnish such material and perform such work of repairs or replacement as the Town may order. Any damage whatsoever shall be promptly, completely, and satisfactorily repaired by the Contractor at his expense.

Section 33. Acceleration of the Work

33.1 The Town may, at its sole discretion and as circumstances reasonably require,

require the contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Town provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the contractor's or his subcontractor's own forces.

- 33.2 The Town, pursuant to a validly issued written change order, may reimburse the contractor for the direct cost to the contractor of the premium time for the labor utilized by the contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith.
- **33.3** Anything to the foregoing notwithstanding, in the event that the contractor has fallen behind schedule or in the Town's judgment appears likely to fall behind schedule, Town shall have the absolute right to direct the contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the contractor.

Section 34. Stopping Work

- **34.1** Town May Suspend Work:
 - i. The Town may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor which shall fix the date on which work shall be resumed. The contractor shall resume the Work on the date so fixed. Subject to the approval of the Town Board, the contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

34.2 The Town May Terminate:

- A. Upon the occurrence of any one or more of the following events:
 - 1. If the contractor is adjudged bankrupt or insolvent,
 - 2. If the contractor makes a general assignment for the benefit of creditors,
 - 3. If a trustee or receiver is appointed for the contractor or for any of the contractor 's property,
 - 4. If the contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 - 5. If the contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,

- 6. If the contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
- 7. If the contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
- 8. If the contractor disregards the authority of the Town, or
- 9. If the contractor otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Town may after giving the contractor and its Surety seven (7) days written notice, terminate the services of the contractor, exclude the contractor from the site, incorporate in the Work all materials and equipment stored at the site or for which Town has paid the contractor but which are stored elsewhere, and finish the Work as Town may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor shall pay the difference to the Town.
- **B.** Where the contractor's services have been so terminated by the Town, the termination shall not affect any rights of Town against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by Town will not release the contractor from liability.
- **C.** Upon seven (7) days written notice to the contractor, Town may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, the contractor shall be paid (without duplication of any items):
 - 1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such work;
 - 2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
 - 4. For reasonable expenses directly attributable to termination, contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

Section 35. Change in the Contract Time

- 35.1 The contractor agrees that it will make no claim against the Town or any of its representatives for damages for delay, interference or disruption in the performance of its Contract occasioned by any act or omission to act by the Town or any of its representatives, or occasioned by any act or omission of any other contractor and further agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.
- 35.2 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 35.3 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the contractor. Such delays shall include, but not be limited to, acts or neglect by Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the contractor unless such party's delay is attributable to one of the above enumerated causes.
- 35.4 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that the contractor shall not be entitled to damages for any delay occurring as a consequence of a delay if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of the Town.

Section 36 Disputed Work - Notice of Claims For Damages

36.1 If the contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of the contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Town, in writing, of its contentions with respect thereto and request a final determination thereon. If the Town determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Town's determination and direction, notify the Town, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

- **36.2** The contractor is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Town Law, as related to the presentation of claims.
- **36.3** While the contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the contractor shall furnish the Town daily with three copies of written statements signed by the Contractor's representatives at the site showing:
 - i. the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
 - ii. the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.
- 36.4 The contractor shall carry on the work and maintain the progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and Town may otherwise agree in writing.
- 36.5 Before final acceptance of the work by the Town, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

PART THREE

GENERAL SPECIFICATIONS

ITEM 304.11000008 - SUBBASE COURSE (MODIFIED)

DESCRIPTION:

All the provisions of Section 304 pertaining to Subbase Course, Type 1 shall apply. The contractor may at their option substitute Subbase Course, Type 2. If Subbase Course, Type 2 is substituted all the provisions of Section 304 pertaining to Subbase Course, Type 2 shall apply.

Page 1 of 1 Jan 07 Rev. February, 2017

<u>ITEM 608.0105NN09 – CURB RAMP</u>

DESCRIPTION

The work shall consist of constructing curb ramps, turning spaces, and associated curbing in accordance with the applicable Standard Sheets and Specifications, and in accordance with the Contract Documents.

The fifth and sixth number to the right of the decimal place (NN), in the item number, is a serialized number to match the different types of curb ramp configurations depicted in the US Customary Standard Sheets 608-01.

The work shall include demolition, saw cutting, disposal, fill, compaction, construction of the new curb ramps, turning spaces and associated curbing. Also included are detectable warning units (supplied and installed where required), repairs to affected asphalt and concrete (as necessary), topsoil, establishing turf (on disturbed areas), and finish work. All material and labor required to perform these tasks is included. Any required adjustments to utilities shall be performed under the specifications for that work.

MATERIAL

Materials required for this work shall comply with, but are not limited to, the following Sections: 402-2, 502-2, 503-2, 608-2, 609-2, and 610-2.

CONSTRUCTION DETAILS

The work shall be in conformance with the US Customary Standard Sheets 608-01 and 608-03. The work performed shall comply with, but is not limited to, the following Sections of the Standard Specifications: 401-3, 402-3, 502-3, 503-3, 608-3, 609-3, and 610-3.

Any existing utility facilities not indicated to be removed that are damaged by the Contractor's operations performing this work, shall be repaired by the Contractor, to the satisfaction of the Engineer, at no additional cost.

Survey Requirements

The contractor shall be responsible for field verifying all elevations, slopes, and dimensions to ensure that the final layout of sidewalks and curb ramps meet ADA requirements prior to pouring concrete or placing asphalt or pavers. A Contract Control Plan is not necessary for work limited to sidewalks and curb ramps.

METHOD OF MEASUREMENT

Payment will be made at the unit price bid for each type of curb ramp (as shown in the US Customary Standard Sheets 608-01), satisfactorily installed, in accordance with the Contract Documents.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, material, and equipment necessary to satisfactorily complete the work, to the satisfaction of the Engineer. Excavation and disposal under curb ramps and subbase course under curb ramps will be paid for separately. Sidewalk

<u>ITEM 608.0105NN09 – CURB RAMP</u>

beyond the upper grade break or turning space, as shown in the US Customary Standard Sheets 608-01, will be paid for separately. Any required Survey shall be paid for separately under the lump sum price bid for survey operations. Any incidental asphalt and concrete materials shall be included in work and not paid separately.

Payment will be made under:

<u>Item Number</u>	<u>Description</u>	Pay unit
608.01050009	Curb Ramp as shown in project details	Each
608.01050109	Curb Ramp Configuration Type 1	Each
608.01050209	Curb Ramp Configuration Type 2	Each
608.01050309	Curb Ramp Configuration Type 3	Each
608.01050409	Curb Ramp Configuration Type 4	Each
608.01050509	Curb Ramp Configuration Type 5	Each
608.01050609	Curb Ramp Configuration Type 6	Each
608.01050709	Curb Ramp Configuration Type 7	Each
608.01050809	Curb Ramp Configuration Type 8	Each
608.01050909	Curb Ramp Configuration Type 9	Each
608.01051009	Curb Ramp Configuration Type 10	Each
608.01051109	Curb Ramp Configuration Type 11	Each
608.01051209	Curb Ramp Configuration Type 12	Each
608.01051309	Curb Ramp Configuration Type 13	Each
608.01051409	Curb Ramp Configuration Type 14	Each

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

Page 1 of 1 Aug. 2013

ITEM 660.6500NN01 - ALTERING UTILITY MANHOLES AND VAULTS

DESCRIPTION:

The work shall consist of the alteration of existing utility manholes and vaults in accordance with the contract plans.

MATERIALS:

Materials used for the alteration of utility manholes and vaults shall meet the requirements of §604-2.01 and shall be as indicated on the contract plans. Structures originally constructed with concrete block, common brick, or concrete brick shall be altered with Precast Concrete Pavers, §704-13, unless indicated otherwise on the contract plans.

CONSTRUCTION DETAILS:

Excavation shall be in conformance with the construction details of Subsection 206-3, Trench Culvert and Structure Excavation.

Reconstruction and adjustment of existing utility manholes and vaults shall be as detailed and specified on the contract plans. Construction with cast-in-place concrete shall conform to the requirements of Section 555, Structural Concrete.

Frames and covers to be reused shall be removed, cleaned, and reset at the required elevations. New frames and manhole covers shall be installed when specified.

No structure shall be backfilled until all the mortar has completely set. The requirements of Subsection 203-3.15, Fill and Backfill at Structures, Culverts, Pipes Conduits, Direct Burial Cable, shall apply.

METHOD OF MEASUREMENT:

Altering utility manholes and vaults will be measured by the number of structures altered.

BASIS OF PAYMENT:

The unit price bid for each shall include the cost of all materials, labor, and equipment necessary to satisfactorily complete the work, including all necessary cleaning, excavation, backfill, and replacement of any pavement, shoulder, and sidewalk courses, subcourses, curbs, drives, lawns, and any other surface. Frames and covers to be reused that are broken by the Contractor's operations shall be replaced in-kind at the Contractor's expense. New frames and covers will be paid for under the appropriate payment items for Frames and Grates in Section 655.

Payment will be made under:

ITEM NO. ITEM DESCRIPTION

PAY UNIT

660.6500NN01 Altering Utility Manholes and Vaults

Each

NN = Serialized 01 to 99

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York.

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

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;

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

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.

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

Dated:	Bidder:
	(Legal name of person, firm or corporation)
	By:
	(Signature)
	(Please Print Name)
	(Title)
State of New York	
Town of)ss.:
	in the year 2024 before me, the undersigned, personally
	, personally known to me or proved to me on the basis of
	e individual(s) whose name(s) is (are) subscribed to the within instrument
•	he/she/they executed the same in his/her/their capacity(ies), and that by
<u> </u>	ne instrument, the individual(s), or the person upon behalf of which the
individual(s) acted, executed t	

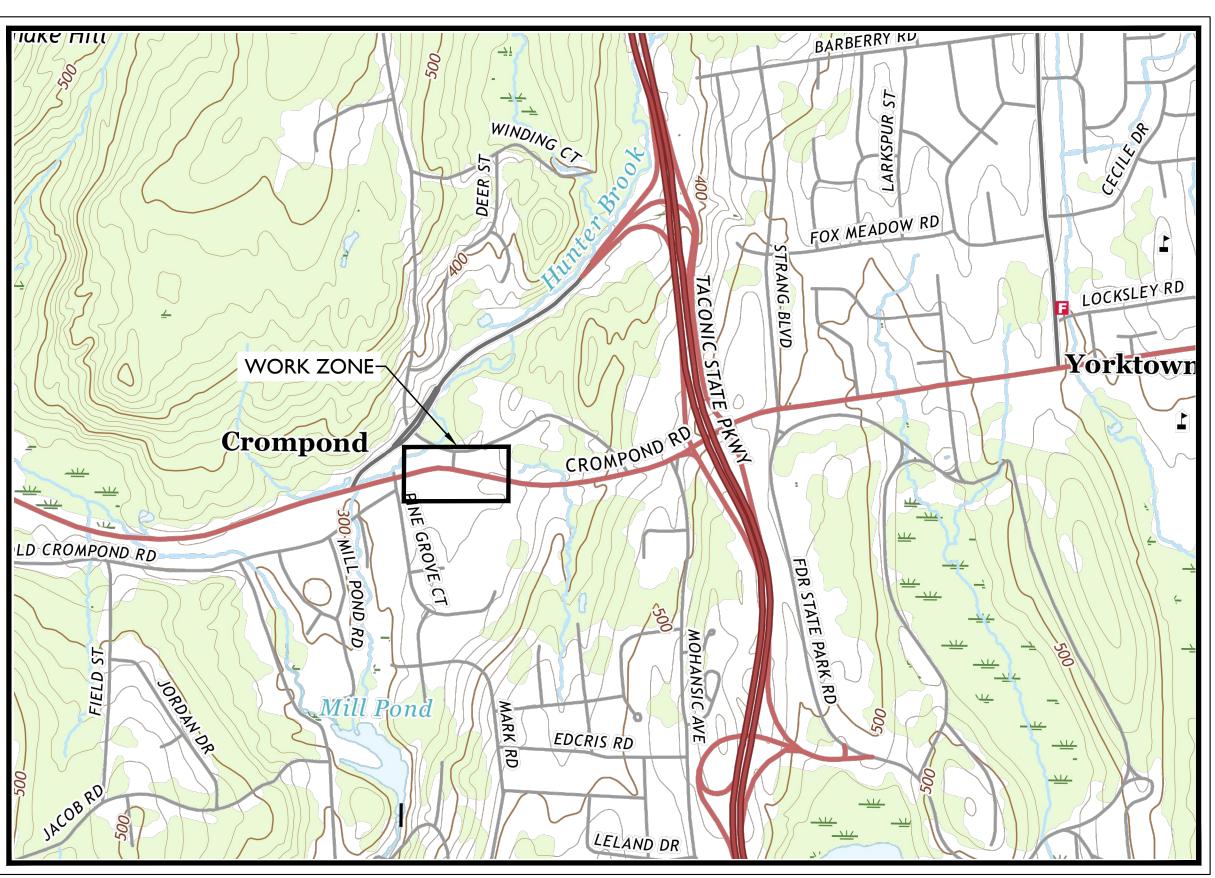
(Notary Public)

TOWN OF YORKTOWN ROADWAY IMPROVEMENT PLANS

FOR

STONY STREET AT OLD CROMPOND ROAD

TOWN OF YORKTOWN WESTCHESTER COUNTY, NEW YORK



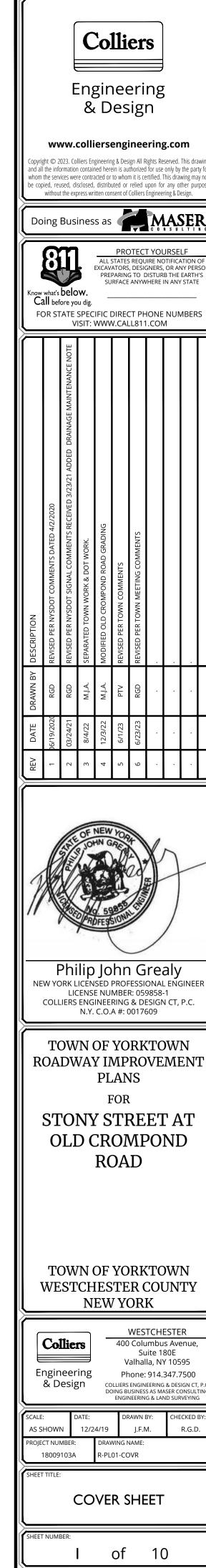
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SCALE: I" = 1000'

THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST REVISION, TO GOVERN.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SHEETS DATED,
LATEST REVISION, ARE APPLICABLE TO THIS PROJECT.

INDEX OF SHEETS			
NUMBER OF SHEETS	SHEET NUMBERS	DESCRIPTION	
I	1	COVER SHEET	
I	2	GENERAL NOTES AND LEGEND	
3	3 - 5	CONSTRUCTION AND SIDEWALK DETAILS	
I	6	TYPICAL SECTIONS	
I	7	CONSTRUCTION PLAN	
I	8	GRADING AND DRAINAGE PLAN	
I	9	SIGNING AND STRIPING PLAN	
I	10	WORK ZONE TRAFFIC CONTROL PLAN	
10			



- 2. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW YORK STATE DEPT. OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS, LATEST DATE AND ADDENDUMS THERETO & STANDARD DETAILS INCLUDING SHEET 608-03.
- 3. CONTRACTOR SHALL FIELD VERIFY EXISTING GRADES, EXISTING STRUCTURE LOCATIONS AND OTHER EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR FURTHER RESOLUTION.
- 4. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT OTHER CONTRACTOR'S MAY BE WORKING IN THE AREA ON OTHER CONSTRUCTION AT THE SAME TIME THAT WORK IS PERFORMED UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE AWARE OF THE NATURE AND EXTENT OF THIS OTHER WORK AND SHALL SCHEDULE AND CONDUCT HIS OWN OPERATION SO THAT THERE WILL BE NO CONFLICT IN OPERATIONS.
- 5. SINCE THIS PROJECT INVOLVES CONSTRUCTION WITHIN AN ACTIVE ROADWAY, IT IS IMPERATIVE THAT THE CONSTRUCTION BE CARRIED FORTH IN SUCH A MANNER AS TO INSURE THAT PROPER TRAFFIC FLOW IS MAINTAINED DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE MAINTENANCE AND PROTECTION OF TRAFFIC IN ACCORDANCE WITH THE FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND NEW YORK STATE SUPPLEMENT HERE IN REFERRED TO AS THE MUTCD.
- 6. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS AND SHALL BE RESPONSIBLE FOR FIELD FIT FINISH AND QUALITY OF WORK AND MATERIAL USED IN THE CONSTRUCTION. NO ALLOWANCE SHALL BE MADE ON BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLECT ON HIS PART.
- 7. THE CONTRACTOR IS RESPONSIBLE FOR THE REPLACEMENT AND RESTORATION OF ALL NATURAL AND MANMADE FEATURES WHETHER SHOWN ON THE PLANS OR ENCOUNTERED IN THE FIELD. IT IS THE INTENTION OF THE PLANS TO SHOW ONLY MAJOR FEATURES TO BE PROTECTED, RESTORED OR REPLACED.
- 8. PROTECTION AND RESTORATION OF PROPERTY SHALL BE IN ACCORDANCE WITH THE NYSDOT STANDARD SPECIFICATIONS.
- 9. TOPSOIL SHALL BE PLACED AND AREAS SHALL BE SEEDED AS SOON AS FINAL GRADES ARE ESTABLISHED ON PERMANENT SLOPES. SLOPES SHALL BE MULCHED.
- 10. THE CONTRACTOR SHALL CONTACT ALL THE APPROPRIATE PARTIES WITH JURISDICTION OVER THE UTILITIES ENTERING ON OR NEAR THE PROJECT AREA PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES AND PROVIDE THOSE AGENCIES 72 HOURS NOTIFICATION.
- 11. THE CONTRACTOR SHALL VERIFY THE LOCATION OF AND SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE OF CONSTRUCTION, IN SO FAR AS THEY MAY BE ENDANGERED BY HIS OPERATIONS. THIS SHALL HOLD TRUE WHETHER OR NOT THEY ARE SHOWN ON THE CONTRACT DRAWINGS. IF THEY ARE SHOWN ON THE DRAWINGS, THEIR LOCATIONS ARE NOT GUARANTEED EVEN THOUGH THE INFORMATION WAS OBTAINED FROM THE BEST AVAILABLE SOURCES, AND IN ANY EVENT, OTHER UTILITIES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED IN THE FIELD. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR OR REPLACE ANY STRUCTURES OR UTILITIES THAT HE DAMAGES, AND SHALL CONSTANTLY PROCEED WITH CAUTION TO PREVENT UNDUE INTERRUPTION OF UTILITY SERVICES.
- 12. IF TEMPORARY UTILITY SERVICES ARE REQUIRED, THE CONTRACTOR SHALL SEE TO IT THAT THEY ARE PROVIDED, AT NO ADDITIONAL COST TO THE OWNER, AND IT SHALL BE HIS RESPONSIBILITY TO MAINTAIN SUCH TEMPORARY FACILITIES FOR THE DURATION OF THE PROJECT IS NECESSARY.
- 13. ALL EPOXY PAVEMENT MARKINGS AND ALL SIGNS SHALL BE IN CONFORMANCE WITH THE
- 14. ALL DISTURBED AREAS WITHIN THE R.O.W. SHALL BE TOPSOIL, SEEDED AND MULCHED.
- 15. CONTRACTOR SHALL INSTALL AND MAINTAIN SOIL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH SECTION 209 OF THE NYSDOT STANDARD SPECIFICATION AND STANDARD DETAIL SHEETS DRAWINGS 209-1 THROUGH 209-7.

TRAFFIC CONTROL NOTES

HE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE LENGTH OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 619 OF THE STANDARD SPECIFICATIONS, MUTCD AND THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) DETAILS IN THE PLANS AND PROPOSAL, WHERE PROVIDED, OR AS ORDERED BY ENGINEER (A.O.B.E.)

2. CONSTRUCTION EQUIPMENT

MUTCD.

CONSTRUCTION EQUIPMENT SHOULD BE REMOVED 30' FROM THE EDGE OF PAVEMENT DURING NON-WORKING HOURS.

3. CONSTRUCTION MATERIAL NO MATERIAL IS TO BE PLACED ON THE SHOULDER, OR WITHIN 30' FROM THE EDGE OF THE PAVEMENT, EXCEPT THAT WHICH IS IT TO BE PLACED THAT DAY.

4. PARKING VEHICLES PRIVATE VEHICLES OWNED BY THE CONTRACTOR OR HIS WORKERS SHALL NOT BE PARKED ON THE PAVEMENT OR SHOULDERS, OR ANY OTHER AREAS DEEMED BE THE ENGINEER TO BE HAZARDOUS LOCATIONS.

5. ADVANCE WARNING SIGNS

DIAMOND SHAPED ADVANCE WARNING SIGNS SHALL BE USED FOR ALL ADVANCE WARNING SIGNS THAT MAY BE EITHER DIAMOND OR RECTANGULAR SHAPED.

WORK ZONES SHALL BE LIMITED TO ONE SIDE OF THE TRAVELED WAY AT A TIME, UNLESS APPROVED BY THE ENGINEER IN CHARGE (E.I.C.) WORK ZONES ON OPPOSITE SIDES OF THE ROAD SHALL NOT OVERLAP. A WORK ZONE IS DEFINED AS THE AREA IN WHICH TRAFFIC IS RESTRICTED BECAUSE OF CONSTRUCTION ACTIVITIES OR THAT AREA WHICH INVOLVES A DROP-OFF NEXT TO THE PAVEMENT. IN SPECIAL CASES THE LONGITUDINAL DISTANCE BETWEEN WORK ZONES OR THE LENGTH OF THE WORK ZONE MY BE LIMITED BY THE E.I.C.

TRAFFIC SHALL BE MAINTAINED AND PROTECTED THROUGH WORK ZONES IN ACCORDANCE WITH FIGURES 6H-1 THRU 6H-41 AS APPROPRIATE OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, TOGETHER WITH ANY ADDITIONAL CONTROL DEVICES OR METHODS A.O.B.E.

7. OVERLAPPING WORK AREAS

THE CONTRACTOR SHALL COORDINATE HIS WORK SO THERE IS NO CONFLICT IN CONSTRUCTION SIGNING IN OVERLAPPING WORK AREAS AND SO THAT LANE CONTINUITY IS MAINTAINED BETWEEN WORK AREAS. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ANY CONTRACTORS, PUBLIC MAINTENANCE, OR UTILITIES COMPANY'S OPERATIONS IN THE AREA TO ENSURE PROPER MAINTENANCE OF TRAFFIC.

8. CONES, DRUMS, BARRICADES AND MARKERS

ALL CONES, DRUMS AND MARKERS ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' CLEARANCE TO THE TRAVELED WAY UNLESS OTHERWISE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAKE CERTAIN PLACEMENT OF THE CONES, DRUMS, AND MARKERS OR BARRICADES SHALL NOT INTERFERE WITH SIGHT DISTANCE. TYPICAL SPACING SHALL APPROXIMATE 1 FOOT PER MILE OF APPROACH SPEED (i.e. 40 MPH-40 FOOT SPACING) OR A.O.B.E.

9. VEHICLE RESTRICTIONS

WHENEVER CONSTRUCTION CONDITIONS RESTRICT PASSAGE BY OVERSIZED VEHICLES, THE CONTRACTOR SHALL GIVE WRITTEN NOTICE TO THE REGIONAL PERMIT ENGINEER. THE NOTICE SHALL INCLUDE THE EXACT LOCATION, NATURE AND MAXIMUM ALLOWABLE WIDTH, WEIGHT AND OTHER FACTORS, THIS WRITTEN NOTICE SHALL BE GIVEN ONE WEEK PRIOR TO THE BEGINNING OF THE RESTRICTION. VERBAL NOTICE SHALL BE GIVEN UPON TERMINATION OF THE RESTRICTION.

10. TAPER LENGTHS

TAPER LENGTHS FOR CLOSURES AND LATERAL SHIFTS OF TRAVEL LANES SHALL CONFORM TO FIGURE DWG. 619-11 OF THE STANDARD DETAIL SHEETS USING AN APPROACH SPEED OF 45 MPH ON ROUTE 35/202 AND 30 MPH ON STONY STREET AND OLD CROMPOND ROAD

OR A.O.B.E. 11. TEMPORARY PAVEMENT MARKINGS

THE CONTRACTOR SHALL PROVIDE TEMPORARY PAVEMENT MARKINGS AT ALL TIMES ON ALL PAVEMENT, WHETHER EXISTING, TEMPORARY OR NEW, UNTIL PERMANENT MARKINGS ARE INSTALLED OR RESTORED. THIS SHALL INCLUDE AT ALL APPROPRIATE LOCATIONS, EDGE LINES, LANE LINES, (SOLID OR BROKEN), CHANNELIZING LINES, DOTTED LINES, PLUS ANY MARKINGS ORDERED BY THE ENGINEER. ALL MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND THE MUTCD AND SHALL INDICATE ACTUAL CONDITIONS AT ALL TIMES. REMOVAL OF TEMPORARY PAVEMENT MARKINGS SHALL BE INCLUDED IN THE COST OF THE ITEM PLACEMENT.

THE CORRECT SEQUENCE AND PACING OF SIGNS, WHETHER PERMANENT, TEMPORARY OR CONSTRUCTION, MUST BE MAINTAINED AT ALL TIMES IN ACCORDANCE WITH THE MUTCD. ALL SIGNS INCLUDING GUIDE SIGNS. SHALL INDICATE ACTUAL CONDITIONS AT ALL TIMES AND SHALL BE COVERED, MOVED, REMOVED, RELOCATED OR CHANGED IMMEDIATELY AS DIRECTED BY THE ENGINEER.

APPROPRIATE WARNING SIGNS IN ACCORDANCE WITH THE MUTCD, THE PLANS, AND/OR AS DIRECTED BY THE ENGINEER SHALL PRECEDE EACH WORK AREA. THE CONTRACTOR SHALL COORDINATE HIS WORK SO THAT A SMOOTH FLOW OF TRAFFIC IS MAINTAINED BETWEEN WORK AREAS.

ALL SIGNS NECESSARY FOR THE MAINTENANCE AND PROTECTION OF TRAFFIC (INCLUDING RELOCATION AND/OR MODIFICATION AND/OR RESTORATION OF EXISTING SIGN PANELS) AS NOTED IN THE SPECIFICATIONS, MUTCD OR A.O.BE. SHALL BE INCLUDED IN THE PRICE BEFORE CONSTRUCTION SIGNS. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE DONE. BECAUSE OF THE CONTRACTOR'S METHODS. TO TEMPORARILY REMOVED, RELOCATED OR COVERED SIGN PANELS OR SIGN TEXT. COLORS USED FOR CONSTRUCTION SIGNING (INCLUDING TEMPORARY OR MODIFIED GUIDE SIGNS) SHALL BE BLACK LEGEND ON ORANGE BACKGROUND WITH THE FOLLOWING EXCEPTIONS: EMERGENCY SERVICE MARKERS, ROUTE MARKERS AND THEIR CORRESPONDING AUXILIARY SIGNS SHALL BE THE COLORS SPECIFIED IN THE MUTCD. (ANY AUXILIARY SIGNS WHICH ARE NOT INCLUDED IN THE MUTCD SHALL BE BLACK LEGEND ON ORANGE BACKGROUND). BLANK COVERS USED TO COVER PORTIONS OF EXISTING GUIDE SIGN LEGENDS SHALL BE GREEN. ANY REGULATORY SIGNS REQUIRED SHALL BE THE COLOR SPECIFIED IN THE MUTCD. 13. GUIDE RAIL WORK

WHERE IT EXISTS, ANY FREE ENDS OF GUIDE RAIL SHALL BE ADEQUATELY PROTECTED FROM IMPACT A.O.B.E. THE COSTS SHALL BE INCLUDED IN THE BID PRICE FOR BASIC MAINTENANCE AND PROTECTION OF TRAFFIC IN THOSE AREAS WHERE GUIDE RAIL IS TEMPORARILY REMOVED FOR THE PURPOSE OF REPLACING OR RESETTING GUIDE RAIL. THE CONTRACTOR SHALL SCHEDULE HIS WORK OPERATIONS SUCH THAT THE GUIDE RAIL PROTECTIONS SHALL BE RESTORED AS SOON AS POSSIBLE WITHIN A 15 DAY PERIOD. FAILURE TO COMPLY WILL RESULT IN NONPAYMENT FOR BASIC MAINTENANCE AND PROTECTION OF TRAFFIC FOR EACH CALENDAR DAY.

14. PRELIMINARY WORK PRIOR TO THE START OF ANY CONSTRUCTION PHASE, ALL PROPOSED MAINTENANCE AND PROTECTION OF TRAFFIC RELATED WORK FOR THAT PHASE, AS DETERMINED BY THE ENGINEER, SHALL BE COMPLETE. THIS INCLUDES: WHERE APPLICABLE, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.) PAVEMENT MODIFICATION AND ANY OTHER RELATED WORK.

15. MISCELLANEOUS IN THE EVENT THE CONTRACTOR SHUTS DOWN HIS OPERATION FOR THE WINTER MONTHS, THE ENTIRE HIGHWAY SYSTEM SHALL BE OPENED TO TRAFFIC. ALL EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION. ALL CONSTRUCTION SIGNS SHALL BE REMOVED OR COVERED. ALL ROADWAY AREAS TEMPORARILY CLOSED FOR TRENCH, CULVERT OR CONDUIT EXCAVATION SHALL BE REOPENED AT THE END OF THE WORKDAY, AT ALL TIMES WHEN WORK IS NOT IN PROGRESS ALL

OPENINGS IN THE ROADWAY SHALL BE COVERED WITH ANCHORED STEEL PLATES OR SHALL BE BACKFILLED IN ACCORDANCE WITH SECTION 680-3.09 TO A DEPTH OF 3 INCHES BELOW THE ADJACENT UNEXCAVATED AREA OR TO A DEPTH AS ORDERED BY THE ENGINEER. THE TEMPORARY RESTORATION SHALL BE COMPLETED WITH A LAYER OF PLANT BITUMINOUS MATERIAL UP TO THE LEVEL OF THE ADJACENT UNEXCAVATED AREA TO THE SATISFACTION OF THE ENGINEER. THE TEMPORARY RESTORATION SHALL BE MAINTAINED UNTIL ITS REMOVAL AT NO ADDITIONAL COAST TO THE AUTHORIZING AGENCY. ANY RE-EXCAVATION OF TEMPORARY RESTORATION AREAS SHALL BE INCLUDED IN THE PRICE BID FOR RESPECTIVE EXCAVATION ITEM WITH NO EXTRA PAVEMENT. THE CONTRACTOR SHALL SUBMIT THE PROPOSED METHOD OF ANCHORING THE STEEL PLATES TO THE ENGINEER FOR HIS APPROVAL PRIOR TO THE STARTING OF ANY ROADWAY EXCAVATION. THE STEEL PLATES SHALL BE RAMPED WITH A BITUMINOUS MATERIAL PRIOR TO OPENING THE LANE.

THE CONTRACTOR MUST NOTIFY PROPERTY OWNERS AT LEAST ONE DAY IN ADVANCE OF CLOSING DRIVEWAYS AND HAS THE RESPONSIBILITY OF MAINTAIN SAFE AND PROPER ACCESS TO BUILDINGS IN THE VICINITY OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO AND FROM FIRE HOUSES AT

THE CONTRACTOR SHALL PROVIDE FLAGGERS WHERE SIGHT DISTANCES ARE IMPAIRED BY HIS OPERATION THE CONTRACTOR SHALL NOT WORK ON BOTH SIDES OF THE ROADWAY IN THE SAME AREA AT THE

SAME TIMES. THE CONTRACTOR SHALL SCHEDULE HIS OPERATIONS TO MINIMIZE THE INTERRUPTION OF PEDESTRIAN

IN ACCORDANCE WITH SECTION 107-05 (F) OF THE STANDARD SPECIFICATIONS THE CONTRACTOR SHALL COMPLETELY ENCLOSE BY SAFETY WIRE FENCE ALL POTENTIALLY HAZARDOUS LOCATIONS. PAYMENT FOR INSTALLATION AND REMOVAL OF THIS ITEM SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE AND PROTECTION OF TRAFFIC.

THE COST OF FLAGGERS SHALL BE INCLUDED IN THE PRICE BID FOR BASIC MAINTENANCE AND

IN ADDITION TO THE FLAG PERSON REQUIREMENTS SPECIFIED IN SECTION 619 OF THE STANDARD SPECIFICATIONS, FLAGGERS SHALL BE PROVIDED AS NEEDED (AS DETERMINED BY THE ENGINEER) DURING WEEKDAY PEAK TRAVEL HOURS THROUGHOUT THE DURATION THE MPT PLAN IS IN EFFECT, REGARDLESS OF WHETHER CONTRACTORS ARE WORKING DURING SPECIFIED HOURS.

PROTECTION OF TRAFFIC. WHEN FLAGGERS ARE USED, FLAGGER SIGNS (W20-7a) SHALL BE PLACED A.O.B.E. ON ALL APPROACHES TO THE AREA BEING FLAGGED. THE COST OF FLAGGER SIGNS SHALL BE INCLUDED IN THE PRICE FOR CONSTRUCTIONS SIGNS.

THE CONTRACTORS SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION AND SHALL PROVIDE FLAG PERSONS AS NECESSARY AS ORDERED BY THE ENGINEER. THE MINIMUM WIDTH OF A TRAVELED LANE SHALL BE 10 FEET UNLESS OTHERWISE SHOWN.

AT THE SITE OF PAVING OR OTHER WORK OPERATION REQUIRING TEMPORARY CLOSING OF PORTIONS OF THE TRAVELED WAY, THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC AND SHALL PROVIDE FLAG PERSON TO CONTROL TRAFFIC MOVEMENT.

THE CONTRACTOR SHALL SCHEDULE HIS WORK SO THAT ALL TRAVEL LANES IN EACH DIRECTION ARE OPEN WHEN THE CONTRACTOR'S OPERATIONS ARE CLOSED DOWN OR SUBSTANTIALLY CLOSED DOWN. AND DURING WEEKDAY HOURS OF 6:30 AM TO 9:00 AM AND 4:00 PM TO 6:00 PM. THE CONTRACTOR SHALL CONTACT THE TRANSPORTATION MANAGEMENT CENTER AT 914-742-6100 ONE WEEK PRIOR TO ANY POSSIBLE LANE CLOSURF.

THE CONTRACTOR SHALL ALSO BE AWARE OF THE TOWN'S LANE CLOSURE RESTRICTIONS FOR MAJOR HOLIDAYS. CONSTRUCTION ACTIVITIES THAT WILL RESULT IN TEMPORARY LANE CLOSURES SHALL BE SUSPENDED TO MINIMIZE TRAVEL DELAYS ASSOCIATED WITH ROAD WORK FOR MAJOR HOLIDAYS AS FOLLOWS:

Holiday	Falls on	Temporary lane closures are NOT allowed from
New Year's Day Independence	Sunday or Monday	6:00 AM Friday before to 6:00 AM Tuesday after
Day Christmas Day	Tuesday	6:00 AM Saturday before to 6:00 AM Wednesday after (starting at 6:00 AM Friday before to 6:00 AM Wednesday after for Christmas Day)
	Wednesday	6:00 AM Tuesday before to 6:00 AM Thursday after (starting at 6:00 AM Saturday before to 6:00 AM Thursday after for Christmas Day)
	Thursday	6:00 AM Thursday to 6:00 AM Monday after (starting at 6:00 AM Wednesday before to 6:00 AM Monday after for Christmas Day)
	Friday or Saturday	6:00 AM Thursday before to 6:00 AM Monday after
Memorial Day Labor Day	Monday	6:00 AM Friday before to 6:00 AM Tuesday after
Thanksgiving Day	Thursday	6:00 AM Wednesday before to 6:00 AM Monday after

18. PUBLIC INGRESS AND EGRESS

THE CONTRACTOR SHALL PROVIDE PROPERTY OWNERS WITH PROPER ACCESS TO AND MINIMUM WIDTHS FOR THEIR DRIVEWAYS ACCORDING TO THE POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS AND SHALL MAINTAIN THEM THROUGH ALL PHASE WORK AREAS AND SHALL DELINEATE THEM BY MEANS OF SIGNS, CONES, AND/OR DRUMS A.O.B.E.

WHERE DIRECT ACCESS TO DRIVEWAYS IS NOT POSSIBLE DUE TO NECESSARY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL PLAN ALTERNATE MEANS OF ACCESS AND SUBMIT SUCH A PLAN TO THE ENGINEER FOR APPROVAL BEFORE OPERATIONS COMMENCE. THIS WORK INCLUDED IN THE BID PRICE FOR MAINTENANCE AND PROTECTION OF TRAFFIC. ACCESS SHALL BE PROVIDED TO ALL DRIVEWAYS BEHIND TEMPORARY CONCRETE BARRIER WHEN USED A.O.B.E. SIGNS DENOTING COMMERCIAL ESTABLISHMENTS SHALL BE PROVIDED AND PLACED NEXT TO THESE DRIVEWAYS. SIGNS SHALL BE AS

APPROVED BY THE ENGINEER. THE COST FOR ANY DELINEATION AND GUIDING DEVICES (CONES, DRUMS, ETC.) SHALL BE INCLUDED IN THE PRICE BID FOR BASIC MAINTENANCE AND PROTECTION OF TRAFFIC.

19. CONSTRUCTION INGRESS AND EGRESS

THE CONTRACTOR SHALL KEEP TO A MINIMUM MOVEMENTS IN AND OUT OF DESIGNATED TRAVEL LANES WITH CONSTRUCTION VEHICLES AND EQUIPMENT. ONLY NECESSARY OR AUTHORIZED VEHICLES AS DETERMINED BY THE ENGINEER SHALL BE ALLOWED TO ENTER ANY PHASE WORK AREA.

DOUBLE DELINEATORS (WHITE ON MOTORISTS RIGHT AND YELLOW ON MOTORISTS LEFT) SHALL BE INSTALLED AT 40 FOÒT INTERVALS AS PER STANDARD SHEET 646-01 ALL LOCATÍONS WHERE TEMPORARY CONCRETE BARRIER, MEDIAN BARRIER, GUIDE RAILING AND/OR BRIDGE RAILING IS ADJACENT TO RESTRICTED TRAVEL LANES (i.e. LANE AND/OR SHOULDER WIDTH LESS THAN EXISTING). THE COST (INCLUDING REMOVAL) SHALL BE INCLUDED IN THE PRICE BID FOR BASIC MAINTENANCE AND PROTECTION

SPECIAL NOTES

- 1. MAINTENANCE AND PROTECTION OF TRAFFIC IS THE RESPONSIBILITY OF THE PERMITTEE. ANY SUBCONTRACTORS WORKING FOR THE PERMITEE MUST HAVE A COPY OF THE HIGHWAY WORK PERMIT ON THE SITE AND MUST BE FAMILIAR WITH THE TRAFFIC CONTROL REQUIREMENTS. IT IS STRONGLY ADVISED THAT A "TAILGATE" SAFETY MEETING WITH EACH WORK CREW BE INITIATED BEFORE THE START OF WORK
- 2. TRAFFIC CONTROL SCHEMES MUST BE IN PLACE AND MAINTAINED THROUGHOUT THE DURATION OF WORK.
- 3. ALL MAINTENANCE AND PROTECTION OF TRAFFIC IS TO BE IN ACCORDANCE WITH THE FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NYS SUPPLEMENT.
- 4. ANYONE WORKING WITHIN THE HIGHWAY R.O.W. SHALL WEAR HIGH-VISIBILITY APPAREL MEETING THE ANSI 107 CLASS II STANDARDS AND AN OSHA APPROVED HARD HAT.
- 5. AT THE START OF WORK ON THE PROJECT ALL WORK ZONE TRAFFIC CONTROL DEVICES SHALL APPEAR IN "ACCEPTABLE CONDITION. THESE DEVICES SHALL NOT BE ALLOWED TO FALL BELOW THE "MARGINAL" CONDITION AT ANY TIME DURING THE LIFE OF THE PROJECT. FADED AND DETERIORATED PANELS AND NON-STANDARD LEGENDS ARE NOT ACCEPTABLE
- 6. FLAGGER SIGNS ARE TO BE USED ONLY WHEN A FLAGGER IS ACTUALLY PRESENT AND VISIBLE TO THE MOTORIST. THEY SHALL BE COVERED OR REMOVED AT ALL OTHER TIMES. STOP/SLOW PADDLES ARE REQUIRED.
- 7. NO LOW-MOUNTED SIGNS SHALL BE PERMITTED, EXCEPT FOR FLEXIBLE PANELS MEETING THE CURRENT SPECIFICATION REQUIREMENTS.
- 8. NO WORK WITHIN THE TOWN ROW SHALL COMMENCE WITHOUT A PRE-CONSTRUCTION MEETING, WITH TOWN REPRESENTATIVES PRESENT.
- 9. AS-BUILT PLANS SHALL BE SENT TO THE TOWN IN HARD COPY AND ELECTRONIC FORMAT COMPATIBLE WITH THE SYSTEM CURRENTLY USED BY TOWN.
- 10. THE PERMITEE IS RESPONSIBLE FOR HIRING AN INSPECTOR TO BE ONSITE DURING ALL CONSTRUCTION OPERATIONS ON THE TOWN ROW TO ENSURE ALL WORK IS PERFORMED IN ACCORDANCE TO NYSDOT SPECIFICATIONS.

THE INSPECTOR MUST BE EXPERIENCED IN TOWN WORK AND SHALL BE APPROVED BY THE TOWN PRIOR TO HIRING. THE PERMITTEE IS RESPONSIBLE FOR REIMBURSING THE COST OF SITE VISITS BY A TOWN REPRESENTATIVE (RESIDING PERMIT ENGINEER) AS

EXCAVATION SPECIAL NOTES

- 1. TRANSVERSE UTILITY CROSSINGS UNDER TOWN PAVEMENT SHALL BE A MINIMUM OF FIVE (5) FEET BETWEEN THE TOP OF THE PAVEMENT AND THE TOP OF UTILITY.
- 2. LONGITUDINAL UTILITY RUNS, OUTSIDE THE PAVEMENT LIMITS MUST BE A MINIMUM OF THREE (3) FEET FROM TOP OF GRADE TO TOP OF UTILITY. THE PAVEMENT LIMITS ARE 50 FEET FROM THE HIGHWAY CENTER LINE.
- 3. LONGITUDINAL UTILITY RUNS SHOULD BE KEPT AS CLOSE TO THE RIGHT OF WAY LINE OR AS FAR FROM THE PAVEMENT AT POSSIBLE.
- 4. ANY EXCAVATION WHICH EXCEEDS FIVE FEET IN DEPTH AND HAS LIVE TRAFFIC OR UTILITIES WITHIN 1v:1h PROJECTION FROM THE BOTTOM EXCAVATION SHALL UTILIZE A SHEETING/SHORING SYSTEM WHICH PROVIDES DIRECT CONTACT AND SUPPORT OF THE EXCAVATION SIDES (A TRENCH BOX DOES NOT MEET THESE REQUIREMENTS). THE CONTRACTOR SHALL PROVIDE VERIFICATION (I.E. MANUFACTURER'S DATA SHEETS AND/OR P.E. DESIGN COMPUTATIONS) TO THE TOWN DEMONSTRATING THAT THE SYSTEM CHOSEN CAN ACCOMMODATE THE ANTICIPATED SOIL, WATER, TRAFFIC AND SURCHARGE LOADINGS.
- 5. DESIGN DOCUMENTS FOR PREFABRICATED "SHEETING BOX," WHERE USED, SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK.

TABLE 619-3 REQUIRED TREATMENT FOR PAVEMENT EDGE DROP-OFFS

DROP-OFF HEIGHT	EDGE LINE PAVEMENT MARKINGS	DRUM SPACING (FT.)	VERTICAL PANEL SPACING (FT.)	TUBULAR MARKER SPACING (FT.)	TALL CONE SPACING (FT.)	SIGNS
DROP-OFF	AT OR WITHIN	SHOULDER	AREA			
WITHIN 4 FT. FI	ROM TRAVEL LANE					
0 C IN	YES	100	100	N/A	N/A	SHOULDER DROP-OFF
2 - 6 IN.	NO	40	40	N/A	N/A	NO SHOULDER
6 - 24 IN.	YES	40	40	N/A	N/A	SHOULDER DROP-OFF
0 - 24 IIV.	NO	20	20	N/A	N/A	NO SHOULDER
MORE THAN 4 I	FT. FROM TRAVEL L	ANE		•		•
2 - 6 IN.	YES	200	200	100	100	SHOULDER DROP-OFF
2 - 6 IN.	NO	100	100	40	40	NO SHOULDER
6 24 IN	YES	40	40	N/A	N/A	SHOULDER DROP-OFF
6 - 24 IN.	NO	40	40	N/A	N/A	NO SHOULDER
DROP-OFF	OUTSIDE OF	SHOULDER A	REA			
SHOULDER WII	DTH < 4 FT.					
	YES	100	100	N/A	N/A	SHOULDER DROP-OFF
2 - 6 IN.	NO	100	100	N/A	N/A	NO SHOULDER
0.04111	YES	40	40	N/A	N/A	SHOULDER DROP-OFF
6 - 24 IN.	NO	40	40	N/A	N/A	NO SHOULDER
SHOULDER WII	DTH <u>≥</u> 4 FT.					•
2 6 IN	YES	200	200	100	100	SHOULDER DROP-OFF
2 - 6 IN.	NO	100	100	40	40	NO SHOULDER
6 24 IN	YES	100	100	40	40	SHOULDER DROP-OFF
6 - 24 IN.	NO	40	40	N/A	N/A	NO SHOULDER

A DROP-OFF IS AN ABRUPT DIFFERENCE IN SURFACE ELEVATION OF MORE THAN 2 INCHES AT APPROXIMATELY 1V: 3H OR STEEPER. IN THE ABSENCE OF ADEQUATE TRAFFIC CONTROL PLANS IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SUBMIT ALTERNATE TRAFFIC CONTROL PLANS TO THE ENGINEER FOR APPROVAL AT LEAST 30 CALENDAR DAYS PRIOR TO PROPOSED WORK WHICH WILL CREATE A DROP-OFF OF OVER 24 INCHES WITHIN 10 FEET FROM THE EDGE OF THE TRAVELED WAY FOR DURATIONS LONGER THAN ONE SHIFT.

THE CONTRACTOR SHALL PROVIDE PAVEMENT EDGE DROP-OFF PROTECTION IN ACCORDANCE WITH TABLE 619-3 PAVEMENT EDGE DROP OFF PROTECTION. CHANNELIZING DEVICES USED TO MARK DROP-OFFS SHALL BE PLACED. AS PRACTICABLE. TO NOT REDUCE THE AVAILABLE TRAVEL LANE WIDTH, AT THE ELEVATION OF THE OPEN TRAVEL LANE IN ORDER TO PROVIDE MAXIMUM TARGET VALUE AND VISIBILITY FOR MOTORISTS.

A DROP-OFF OF GREATER THAN 24 INCHES WITHIN 10 FEET FROM THE EDGE OF THE TRAVELED WAY TO REMAIN AT THE END OF THE WORK SHIFT SHALL BE SEPARATED FROM TRAFFIC WITH TEMPORARY OR PERMANENT BARRIER. FOR POSTED SPEED LIMIT OF 45 MPH AND LESS, A DROP-OFF OF GREATER THAN 24 INCHES WITHIN 10 FEET FROM THE EDGE OF THE TRAVELED WAY THAT IS 100 FEET OR LESS IN LENGTH WILL BE ALLOWED WITH CHANNELIZING DEVICES CONSISTING OF DRUMS, EXTRA TALL CONES, OR OVERSIZED VERTICAL PANELS ONLY AT A MAXIMUM SPACING OF 20 FEET FOR SHORT DURATIONS NOT TO EXCEED ONE WORK SHIFT.

UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BEGIN WORK TO ELIMINATE UNPROTECTED DROP-OFFS CREATED BY CONTRACT WORK WITHIN 7 CALENDAR DAYS OF THE COMPLETION OF THE WORK CREATING THE DROP-OFF. WORK SHALL CONTINUE IN A TIMELY MANNER UNTIL SUCH TIME AS THE UNPROTECTED DROP-OFF CONDITION IS ELIMINATED. WHERE PAVEMENT EDGE LINES ARE NOT PROVIDED, CHANNELIZING DEVICES SHALL BE PRECEDED BY A NO SHOULDER (W8-23) SIGN, REPEATED AT ALL RAMPS AND ROADWAY INTERSECTIONS. SIGNS SHALL BE REPEATED EVERY 1/2 MILE AND SUPPLEMENTED WITH A NEXT [X] MILES (W7-3AP) PLAQUE WHERE APPLICABLE.

WHERE PAVEMENT EDGE LINES ARE PROVIDED, CHANNELIZING DEVICES SHALL BE PRECEDED BY SHOULDER DROP-OFF (W8-17) SIGNS, REPEATED AT ALL RAMPS AND ROADWAY INTERSECTIONS. SIGNING SHALL BE REPEATED EVERY 1/2 MILE AND SUPPLEMENTED WITH NEXT [X] MILES (W7-3AP) PLAQUE WHERE APPLICABLE.

DROP-OFFS

THE CONTRACTOR SHALL FURNISH, ERECT, MOVE, MAINTAIN AND REMOVE DELINEATORS, CHANNELIZING DEVICES, AND TRAFFIC BARRIER AS REQUIRED BY THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE ENGINEER. IN AREAS WHERE GRADING IS BEING DONE, A SAFE AND EASILY TRAVELED ROADWAY SHALL BE PROPERLY MARKED AT ALL TIMES EITHER BY THE USE OF DELINEATION AND CHANNELIZING DEVICES OR FLAGGERS. WHERE PRIVATE DRIVEWAYS. PEDESTRIAN OR HANDICAPPED FACILITIES EXIST, THE ENTIRE ACCESS AREA SHALL BE KEPT SAFE AND SMOOTH FOR CONVENIENT INGRESS AND EGRESS. ANY AREA DETERMINED BY THE ENGINEER TO BE PARTICULARLY HAZARDOUS SHALL BE MARKED BY THE USE OF FLASHING WARNING LIGHTS CONFORMING TO THE MUTCD IN ADDITION TO THE CHANNELIZING OR DELINEATION DEVICES.

USAGE, PLACEMENT AND DESIGN OF CHANNELIZING DEVICES SHALL BE CONSISTENT WITH THE MUTCD CHANNELIZING DEVICES CONSISTING OF CONES, PLASTIC DRUMS, TUBULAR MARKERS, TYPE II BARRICADES. OR VERTICAL PANELS SHALL BE USED TO MARK THE LIMITS OF THE TRAVEL WAY AVAILABLE FOR USE BY TRAFFIC. THESE DEVICES SHALL PHYSICALLY SEPARATE TRAFFIC FROM THE ROADWAY SECTION NOT TO BE USED, AND SHALL BE SPACED AS RECOMMENDED IN THE MUTCD AND IN THE ATTACHED TABLE 619-4.

ALL CHANNELIZING DEVICES SHALL BE MAINTAINED UPRIGHT, IN PROPER ALIGNMENT AND POSITION OF THE DEVICES, IT SHALL CONSIST OF DRY SAND PLACED AT GROUND LEVEL. THE SAND SHALL BE CONTAINED IN WATERPROOF CLOSED BAGS OR IN A WATERPROOF COMPARTMENT OF THE DEVICE SPECIFICALLY DESIGNED FOR THE PURPOSE. UNDER NO CIRCUMSTANCES SHALL BALLAST BE PLACED ON TOP OF A DRUM OR AT ANY POINT ABOVE GROUND LEVEL ON ANY OF THESE DEVICES. IF PLASTIC DRUMS ARE USED, THEY SHALL BE TWO-PIECE DEVICES WITH ELONGATED BASES PROVIDED TO HOLD THE BALLAST. IN THE CASE OF ONE-PIECE DEVICES, THE SAND-BAG BALLAST SHALL BE PLACED ON THE SIDE FROM WHICH TRAFFIC APPROACHES. IN NO CASE WILL THE USE OF STEEL DRUMS OR OPEN-TOP PLASTIC DRUMS BE PERMITTED. WHERE WARNING LIGHTS ARE ATTACHED TO THE TOP OF DRUMS, A BOLT, NUT AND WASHER SHALL BE USED FOR THE ATTACHMENT AS RECOMMENDED BY THE DRUM MANUFACTURER.

IF POST-MOUNTED DELINEATORS ARE USED, THEY SHALL BE SECURELY MOUNTED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF MUTCD. THEY SHALL BE PLACED ONLY BEHIND CURBING OR TO MARK THE OUTSIDE LIMITS OF USABLE SHOULDERS. POST-MOUNTED DELINEATORS ARE NOT REQUIRED TO BE INSTALLED BEHIND CHANNELIZING DEVICES, BUT SUCH AN INSTALLATION IS NOT PROHIBITED. OTHER DELINEATORS FOR MOUNTING ON TRAFFIC BARRIERS OR OTHER PURPOSE MAY BE CIRCULAR OR RECTANGULAR IN SHAPE AND SHALL BE CONSTRUCTED OF REFLECTIVE SHEETING HAVING A MINIMUM AREA OF 20 SQUARE INCHES OR REFLECTIVE BUTTONS HAVING A MINIMUM DIAMETER OF 3 INCHES.

FOR DROP-OFFS WITHIN TEN (10) FEET OF TRAVEL LANES. THE CONTRACTOR SHALL PROVIDE TRAFFIC PROTECTION IN ACCORDANCE WITH THE PROVISIONS OF TABLE 619-4, "PAVEMENT EDGE DROP-OFF PROTECTION" AND THE ACCOMPANYING NOTES, UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. IN ALL CASES, CONSTRUCTION OPERATIONS SHALL BE CONDUCTED SO AS TO MINIMIZE TO THE EXTENT PRACTICABLE THE TIME, DEPTH, AND LENGTH OF DROP-OFFS TO WHICH MOTORISTS ARE EXPOSED. AT THE CLOSE OF WORK EACH DAY, THE CONTRACTOR SHALL PROVIDE THE TREATMENT SHOWN IN TABLE 619-4. AT THE TIME A DROP-OFF CONDITION FIRST OCCURS, THE PROTECTION TREATMENT SHALL BE INSTALLED BASED ON THE ANTICIPATED NUMBER OF DAYS THE TRAFFIC WILL BE EXPOSED TO THE DROP-OFF. THE ANTICIPATED EXPOSURE TIME SHALL BE DETERMINED BY THE CONTRACTOR, SUBJECT TO VERIFICATION BY THE ENGINEER. IF AT ANY TIME SUBSEQUENT TO INSTALLATION OF THE PROTECTION TREATMENT, THE ENGINEER DETERMINES THAT THE ANTICIPATED EXPOSURE TIME IS LIKELY TO INCREASE SUCH THAT ADDITIONAL PROTECTIONS IS REQUIRED, THAT INCREASE PROTECTION SHALL BE INSTALLED AS SOON AS PRACTICABLE, AND IT SHALL BE BASED ON THE REVISED ANTICIPATED EXPOSURE TIME MEASURED FROM THE FIRST DAY THE DROP-OFF CONDITION EXISTED. IN ADDITION, "LOW SHOULDER: SIGNS OR "NO SHOULDER" SIGNS AS APPROPRIATE, SHALL BE USED FOR ALL DROP-OFFS WITHIN THE FINAL SHOULDER WIDTH. FOR LONG DROP-OFFS, THESE SIGNS SHALL BE PLACED BEYOND INTERSECTIONS AND AT SPACING NOT EXCEEDING 1000 FEET. FOR DROP-OFFS LESS THAN TWO (2) INCHES DEEP, THE "LOW SHOULDER" SIGN WILL NOT BE NECESSARY AFTER EDGE LINES ARE INSTALLED.

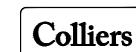
IF A RAMP IS REQUIRED BY TABLE 619-4, IT SHALL BE CONSTRUCTED FROM THE PAVEMENT SURFACE TO THE EXCAVATED AREA USING THE MAXIMUM SLOPE SHOWN IN THE TABLE. RAMP MATERIAL SHALL BE EROSION RESISTANT, FULLY COMPACTED, AND COMPATIBLE WITH THE MATERIAL IN THE EXCAVATED AREA. AT THE CONTRACTOR'S OPTION, A PREFORMED RAMP MAY BE USED PROVIDED IT IS ADEQUATELY ANCHORED TO THE UNDERLYING COURSE. UNLESS INDICATED OTHERWISE IN THE PLANS OR PERMITTED IN WRITING BY THE ENGINEERS, CHANNELIZING DEVICES OR TEMPORARY TRAFFIC BARRIERS USED TO PROTECT DROP-OFFS SHALL NOT INTRUDE INTO THE TRAVEL WAY TO THE EXTENT THAT THEY REDUCE AVAILABLE LAND WIDTH TO LESS THAN 10 FEET ON ROADWAYS WITH ACTUAL OPERATING SPEEDS OF 45 MPH OR LESS OR 11 FEET ON ALL OTHER ROADWAYS. CHANNELIZING DEVICES MAY BE PLACED IN THE DROP-OFF AREA ONLY FOR DEPTHS OF UP TO 6 INCHES. FOR DROP-OFFS DEEPER THAN 6 INCHES THE CHANNELIZING DEVICES MUST BE PLACED ENTIRELY ON THE PAVEMENT. THE CONTRACTOR MAY CHOOSE AT HIS OPTION, WITH WRITTEN APPROVAL OF THE ENGINEER TO

PROVED A POSITIVE TRAFFIC BARRIER IN LIEU OF THE TREATMENT SHOWN IN TABLE 619-4. IF THE CONTRACTOR CHOOSES TO SUBSTITUTE BARRIER, NO SEPARATE PAYMENT WILL BE MADE FOR THE BARRIER. IF THE CONTRACTOR'S OPERATIONS ARE DELAYED TO THE EXTENT THAT A POSITIVE BARRIER IS REQUIRED BY TABLE 619-4, IT SHALL BE INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST.

WHENEVER A POSITIVE BARRIER IS USED OR REQUIRED BY TABLE 619-4. THE CONTRACTOR SHALL PROVIDE TEMPORARY CONCRETE BARRIER. HOWEVER, IF ADEQUATE DEFLECTION SPACE IS AVAILABLE AND ALL APPLICABLE DESIGN CRITERIA ARE MET, THE CONTRACTOR MAY ELECT TO SUBSTITUTE A DIFFERENT POSITIVE BARRIER IF APPROVED IN WRITING BY THE ENGINEER.

TOWN OF YORKTOWN GENERAL NOTES

- A. ALL CONSTRUCTION IS TO BE DONE IN ACCORDANCE WITH THIS CHAPTER AND CHAPTER 195, LAND DEVELOPMENT.
- B. PERMANENT SURVEY MONUMENTS TIED TO THE NEW YORK STATE COORDINATE SYSTEM (NAD 83) SHALL BE LOCATED WHERE SPECIFIED BY THE TOWN ENGINEER.
- C. BENCH MARKS USING USGS DATUM SHALL BE LOCATED ON THE NORTHWEST NUT OF THE TOP FLANGE OF FIRE HYDRANTS WHERE SPECIFIED BY THE TOWN ENGINEER.
- D. LOCATION OF GAS AND WATER VALVES, ELECTRIC AND TELEPHONE POLES ARE TO BE DETERMINED BY PROPER AUTHORITIES AND APPROVED AS TO LOCATION BY THE TOWN
- E. EACH DWELLING CONSTRUCTED HEREON SHALL BE OF SUCH AN ELEVATION THAT THE GROUND WILL SLOPE AWAY FROM IT IN ALL DIRECTIONS.
- F. ROOF LEADERS AND FOOTING DRAINS SHALL EMPTY INTO CURTAIN DRAINS AND OTHER TOWN STORM DRAINAGE SYSTEMS WHEREVER POSSIBLE. ON PLOTS WHERE THIS IS NOT POSSIBLE, THEN SAID DRAIN SHALL EMPTY ON THE SURFACE OF THE PROPERTY IN QUESTION A MINIMUM DISTANCE OF 20 FEET FROM THE BACK OF CURB. ELEVATION OF FOOTINGS SHALL BE ADJUSTED ACCORDINGLY TO PERMIT PROPER DRAINAGE. UNDER NO CIRCUMSTANCES SHALL THE DISCHARGE OF GROUNDWATER OR STORMWATER, EITHER BY GRAVITY OR BY PUMPING, BE DISCHARGED TO ANY SANITARY SEWER SYSTEM. IN SOME CIRCUMSTANCES, IT IS IMPOSSIBLE TO PROVIDE A FREE DISCHARGE ON THE PROPERTY IN QUESTION. THE DISCHARGE PIPE MUST CROSS A COMMON LOT LINE IN ORDER TO HAVE A FREE DISCHARGE. THIS WILL BE ACCEPTABLE. PROVIDED THAT A PRIVATE EASEMENT IS FILED.
- G. ALL EXISTING UNDERGROUND DRAINS ENCOUNTERED DURING CONSTRUCTION OF PROPOSED ROADS ARE TO BE CONNECTED TO PROPOSED DRAINAGE IMPROVEMENTS.
- H. INTERCEPTOR DRAINS ARE TO BE INSTALLED WHERE REQUIRED BY THE TOWN ENGINEER DURING ROAD CONSTRUCTION.
- I. MINIMUM SIZE OF STORM DRAINS SHALL BE 15 INCHES IN DIAMETER, REINFORCED CONCRETE, CORRUGATED METAL ALUMINIZED STEEL TYPE 2 OR ALUMINUM. A MINIMUM COVER OF 24 INCHES SHALL BE MAINTAINED. J. ALL HYDRANTS SHALL REQUIRE TWO COATS OF ELECTRO FARROTHANE, PLASTIC FINISH NO. 44
- RED PAINT. ALL HYDRANTS SHALL BE MUELLER CENTURIONS WITH SIX-INCH VALVES.
- K. STREET SIGNS SHALL BE EXTRUDED ALUMINUM .091 INCH THICK, 6 3/4 INCHES HIGH, 30 INCHES LONG, GREEN WITH WHITE LETTERS: HEAVY-DUTY ALUMINUM POST CAPS FOR 2 3/8 INCHES OUTSIDE DIAMETER POST; 90° ALUMINUM BRACKET WITH SELF-LOCKING SLOTS; GALVANIZED TUBULAR SIGN POSTS 2 3/8 INCHES OUTSIDE DIAMETER BY 12 FEET LONG; HIGHSTRENGTH SIGN POST CHANNEL-TYPE-GREEN), 12 FEET LONG, THREE POUNDS PER FOOT.
- L. ALL SITE UTILITY LINES SHALL BE PLACED UNDERGROUND.
- M. NO TOPSOIL SHALL BE REMOVED FROM THE SITE.
- N. TWO TREES PER LOT SHALL BE PROVIDED BY THE DEVELOPER.
- O. EROSION AND SEDIMENTATION CONTROL DURING CONSTRUCTION SHALL CONFORM TO WESTCHESTER COUNTY, NEW YORK, BEST MANAGEMENT PRACTICES MANUAL ON CONSTRUCTION RELATED ACTIVITIES.
- P. STREET OPENING PERMITS FROM THE YORKTOWN HIGHWAY DEPARTMENT WILL BE REQUIRED FOR INSTALLATIONS AND DRIVEWAY CONNECTIONS.
- Q. ALL TRENCH OPENINGS IN TOWN ROADS WILL BE BACKFILLED WITH EITHER K-CRETE AND TWO INCHES OF ASPHALTIC CONCRETE TOP OR COMPACTED ITEM NO. 4 AND THREE INCHES OF ASPHALTIC CONCRETE BINDER AND TWO INCHES OF ASPHALTIC CONCRETE TOP (SEE DETAIL).
- R. TOWN ENGINEERING DEPARTMENT SHALL BE NOTIFIED 48 HOURS BEFORE CONSTRUCTION IS STARTED.



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TOWN OF YORKTOWN ROADWAY IMPROVEMENT PLANS

FOR STONY STREET AT **OLD CROMPOND**

TOWN OF YORKTOWN WESTCHESTER COUNTY NEW YORK

WESTCHESTER Colliers 400 Columbus Avenue, Suite 180E Engineering & Design

12/24/19

Valhalla, NY 10595 Phone: 914.347.7500 COLLIERS ENGINEERING & DESIGN CT. **ENGINEERING & LAND SURVEYING**

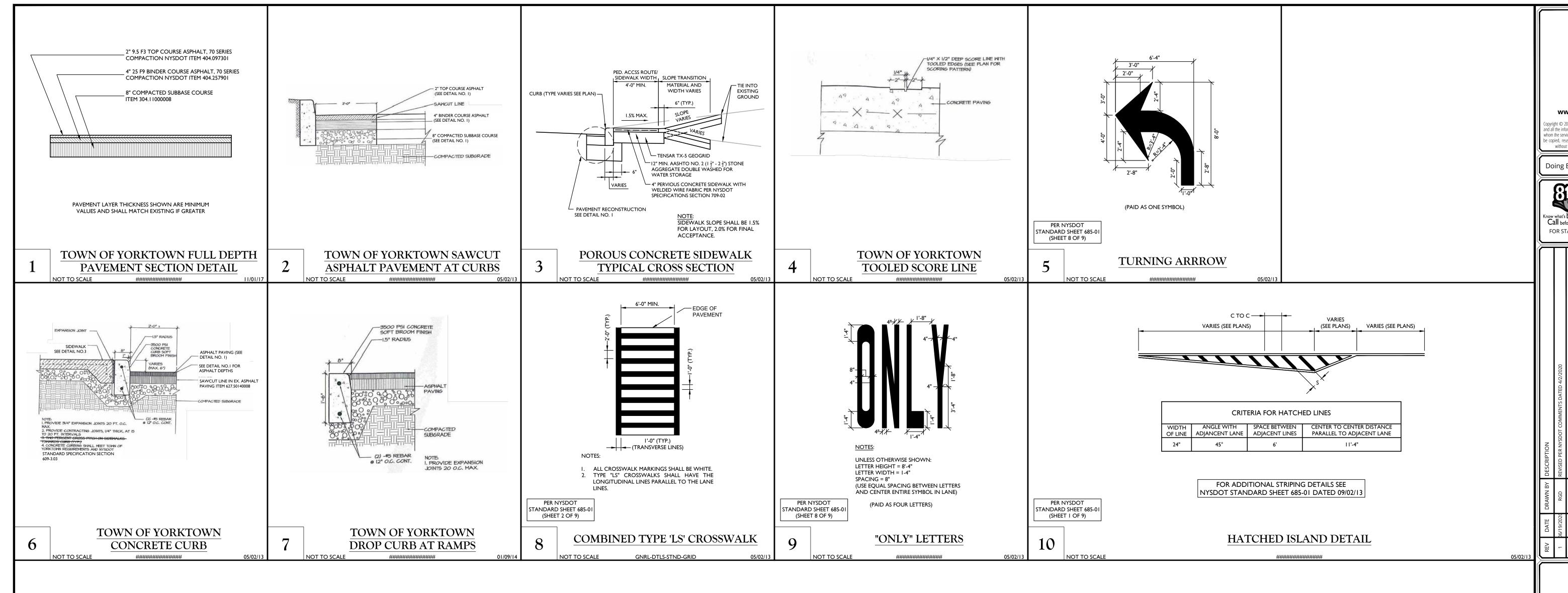
J.F.M.

AWING NAME 18009103A PL02-GNLG

GENERAL NOTES AND

LEGEND

AS SHOWN



NOTES:

I. REFER TO NYSDOT STANDARD SHEET 685 STANDARD PAVEMENT MARKINGS.

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TOWN OF YORKTOWN ROADWAY IMPROVEMENT PLANS

FOR

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OLD CROMPOND
ROAD

TOWN OF YORKTOWN
WESTCHESTER COUNTY
NEW YORK

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AS SHOWN 12/24/19 J.F.M. R.G.D.

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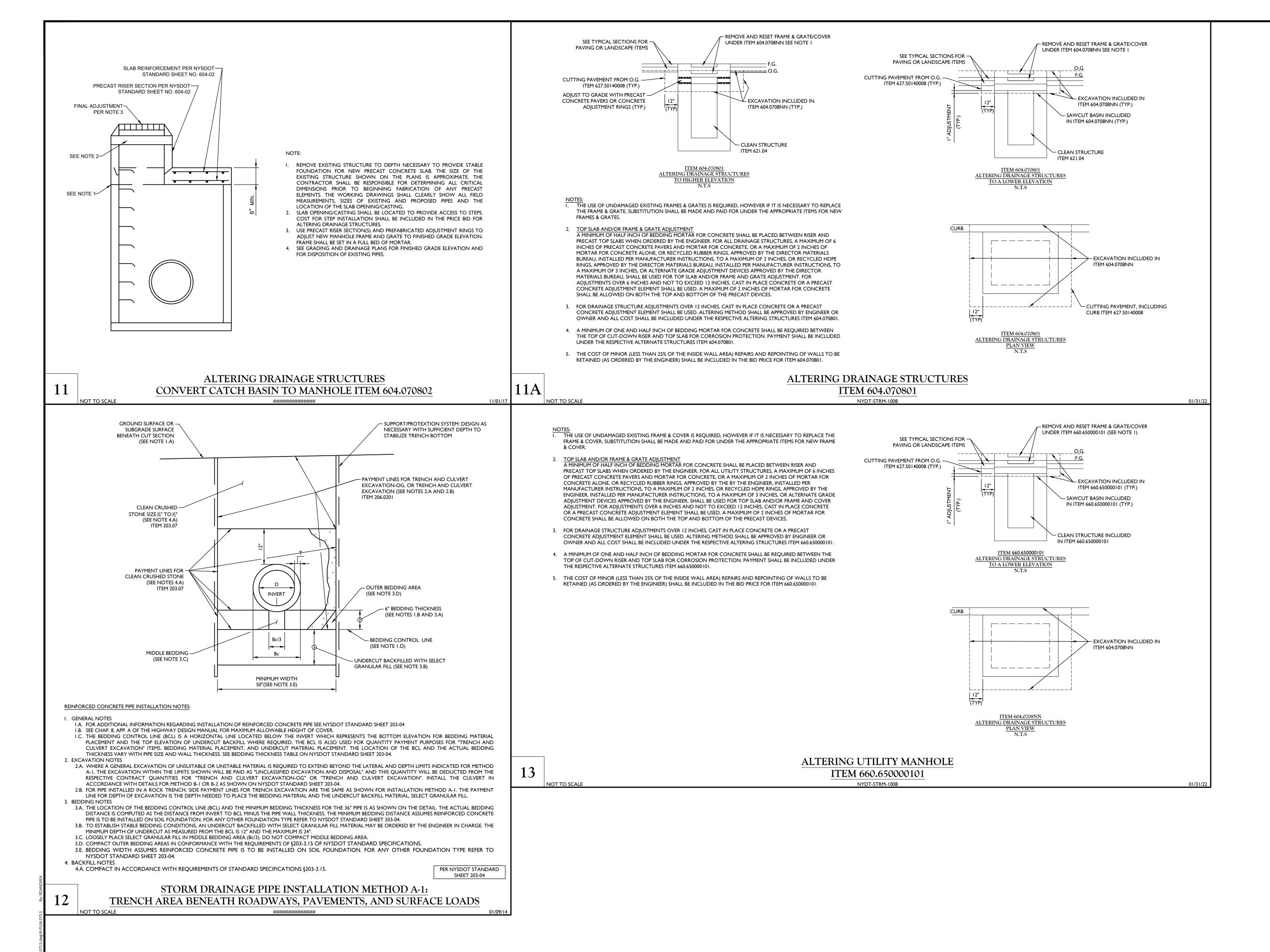
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EET TITLE:

CONSTRUCTION DETAILS

NUMBER:

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CONSTRUCTION DETAILS

18009103A

SIDEWALK CURB RAMP NOTES

GNRL-NOTE-STND-GRID

- THESE SHEETS ARE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), AND THE REQUIREMENTS OF THE 2011 PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT OF WAY (PROWAG).
- THE DIMENSIONS SHOWN IN THE DETAILS AS MINIMUMS AND MAXIMUMS ARE THE LIMITS FOR DESIGN AND FIELD LAYOUT. FOR WORK ACCEPTANCE VALUES SEE "CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT, AND ACCEPTANCE OF PEDESTRIAN FACILITIES" ON SHEET 11 OF
- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL ELEVATIONS AND DIMENSIONS TO ENSURE THAT THE FINAL LAYOUT OF PEDESTRIAN FACILITIES MEETS ADA REQUIREMENTS. ANY SURVEY WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE PAID FOR UNDER ITEM 625.01 - SURVEY OPERATIONS.
- FACILITIES THAT CANNOT BE CONSTRUCTED TO MEET THE DESIGN STANDARDS. DUE TO DESIGN CONSTRAINTS. SHALL BE CONSTRUCTED TO MEET THE STANDARDS TO THE GREATEST EXTENT PRACTICABLE. FEATURES THAT CANNOT MEET THE VALUES FOR WORK ACCEPTANCE SHALL BE JUSTIFIED AS NONSTANDARD PER HIGHWAY DESIGN MANUAL
- 4. TO CHECK FIELD LAYOUT AND TO VERIFY WORK ACCEPTANCE, ALL MEASUREMENTS SHALL BE MADE IN ACCORDANCE WITH THE "NOTES ON INSPECTION METHODS (MEASUREMENT)"
- JOINTS BETWEEN SIDEWALKS, CURB RAMPS, TURNING SPACES AND ROADWAYS SHALL BE FLUSH AND FREE FROM ABRUPT VERTICAL CHANGES GREATER THAN ,". VERTICAL SURFACE DISCONTINUITIES BETWEEN "" AND "" SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE JOINT. SEE "VERTICAL SURFACE DISCONTINUITIES" DETAIL ON SHEET 2 OF 12.
- 6. SIDEWALKS ARE CONNECTED TO ROADWAYS BY BLENDED TRANSITIONS OR CURB RAMPS BLENDED TRANSITIONS ARE CONNECTIONS BETWEEN THE SIDEWALK LEVEL AND THE ROADWAY LEVEL THAT HAVE A MAXIMUM GRADE (RUNNING SLOPE) OF 5%. CONNECTIONS WITH A MAXIMUM GRADE (RUNNING SLOPE) GREATER THAN 5% ARE CONSIDERED CURB
- CURB RAMPS AND BLENDED TRANSITIONS MAY REQUIRE THE INSTALLATION OF DETECTABLE WARNINGS. SEE ADDITIONAL "DETECTABLE WARNING NOTES" ON THIS SHEET, AND THE DETAILS ON SHEET 2 OF 12 FOR DIMENSIONS AND ORIENTATION.
- GRADE BREAKS WITHIN THE PEDESTRIAN ACCESS ROUTE SHOULD BE PERPENDICULAR TO THE DIRECTION OF TRAVEL AND SHALL NOT BE ROUNDED. VERTICAL ALIGNMENT SHALL BE GENERALLY PLANAR.
- 9. MATERIAL DEPTHS SHOWN ON THESE SHEETS ARE TYPICAL MINIMUM VALUES AND MAY BE DIFFERENT IN THE CONTRACT DOCUMENTS.
- 10. SIDEWALK GRADE (RUNNING SLOPE) SHALL NOT EXCEED 4.5% FOR DESIGN AND LAYOUT OR 5% FOR WORK ACCEPTANCE, EXCEPT WHEN MATCHING INTO EXISTING SIDEWALK OR WHEN THE ADJACENT HIGHWAY GRADE IS STEEPER THAN 5%. WHEN THE ADJACENT HIGHWAY GRADE IS GREATER THAN 5%. THE SIDEWALK GRADE SHALL NOT EXCEED THE HIGHWAY
- 11. THE CROSS SLOPE OF PEDESTRIAN ACCESS ROUTES SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE. THE FOLLOWING EXCEPTIONS

A. WHERE PEDESTRIAN STREET CROSSINGS ARE PROVIDED AT INTERSECTIONS WITHOUT

- YIELD- OR STOP-CONTROL, OR WHERE THERE IS ANY TRAFFIC SIGNAL WITHOUT A FLASHING RED, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A STREET CROSSING SHALL BE 4.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 5% MAXIMUM FOR WORK ACCEPTANCE.
- B. WHERE MIDBLOCK PEDESTRIAN STREET CROSSINGS ARE PROVIDED, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A MIDBLOCK STREET CROSSING SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
- 12. THE MINIMUM CLEAR WIDTH FOR PEDESTRIAN ACCESS ROUTES IS 4'-0". EXCLUSIVE OF THE CURB. THE DEPARTMENT'S PREFERRED CLEAR WIDTH IS 5'-0". WHEN WALKWAY WIDTH: ARE LESS THAN 5'-0", 5'-0" x 5'-0" PASSING SPACES (SHOWN IN DETAIL A OR B ON THIS SHEET), OR A FEATURE OF EQUAL OR GREATER DIMENSIONS THAT MEETS THE SLOPE AND SURFACE CRITERIA, SHALL BE PROVIDED AT A MAXIMUM INTERVAL OF 200'. EXISTING DRIVEWAYS AND STREET CROSSINGS MAY SERVE AS PASSING SPACES, PROVIDED THEY MEET SLOPE AND SURFACE REQUIREMENTS FOR A PEDESTRIAN ACCESS ROUTE.
- 13. THE BUFFER ZONE IS A PHYSICAL DISTANCE SEPARATING THE PEDESTRIAN ACCESS ROUTE FROM THE VEHICLE TRAVELED WAY. THE BUFFER ZONE MAY BE PLANTED OR PAVED. WHERE THE BUFFER ZONE WIDTH EXCLUSIVE OF CURB, IS LESS THAN 3'-0", THE SURFACE SHOULD BE PAVED OR CONSTRUCTED WITH HARDSCAPE MATERIALS.
- 14. THE MAXIMUM RECOMMENDED CROSS SLOPE OF A TURF BUFFER ZONE OR SLOPE TRANSITION BEHIND SIDEWALK IS 25%. BUFFER ZONES WITH A CROSS SLOPE GREATER THAN 25% SHOULD BE PAVED, PLANTED OR CONSTRUCTED WITH HARDSCAPE MATERIALS.
- 15. WHEN CROSSING DRIVEWAYS, THE WORK SHALL BE IN CONFORMANCE WITH STANDARD SHEET 608-03.
- 16. FOR PEDESTRIAN SIGNALS AND PEDESTRIAN PUSH BUTTONS, REFER TO SHEET 12 OF 12 AND STANDARD SHEET 680-10 FOR DETAILS.
- 17. WHERE EXISTING ROADWAYS ARE SAWCUT TO INSTALL CURBING AND/OR SIDEWALK. THE ROADWAY SHOULD BE SAWCUT AT LEAST 2'-0" FROM THE PROPOSED CURB LINE TO ALLOW FOR ADFOLIATE COMPACTION OF ASPHALT, IF THE SAWCUT IS LESS THAN 2'-0" FROM THE PROPOSED CURB LINE, THE ROADWAY SHALL BE REBUILT USING CLASS A, C, OR D CONCRETE.

EXCEPTIONS ARE ALLOWED:

- 18. THE MINIMUM CLEAR WIDTH OF A CURB RAMP SHALL BE 4'-0". THE DEPARTMENT'S PREFERRED CLEAR WIDTH IS 5'-0"
- 19. THE MAXIMUM GRADE (RUNNING SLOPE) FOR DESIGN AND LAYOUT OF A CURB RAMP
- SHALL BE 7.5%. THE GRADE FOR WORK ACCEPTANCE SHALL BE A MAXIMUM OF 8.3%. 20. WHERE THE TERRAIN DOES NOT ALLOW CONSTRUCTION OF A CURB RAMP WITH A GRADE (RUNNING SLOPE) OF 8.3%. OR LESS WITHIN 15'-0", THE RAMP LENGTH SHALL NOT BE
- REQUIRED TO EXCEED 15'-1" FOR DESIGN AND LAYOUT OR 15'-0" FOR WORK ACCEPTANCE. 21. THE CROSS SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS POSSIBLE AND STILL PROVIDE POSITIVE DRAINAGE. THE CROSS SLOPE OF A CURB RAMP SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE. THE FOLLOWING
- A. WHERE PEDESTRIAN STREET CROSSINGS ARE PROVIDED AT INTERSECTIONS WITHOUT YIELD- OR STOP-CONTROL, WHERE THERE IS ANY TRAFFIC SIGNAL WITHOUT A FLASHING RED, OR AT MIDBLOCK CROSSINGS, THE CROSS SLOPE OF THE CURB RAMP SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE
- 22. WHERE THE EXISTING ROADWAY GRADE EXCEEDS THE MAXIMUM ALLOWABLE CROSS SLOPE FOR A CURB RAMP, AND CANNOT BE CORRECTED WITHIN THE SCOPE OF THE PROJECT, THE RAMP SHOULD BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE "CURB RAMP CROSS SLOPE TRANSITION" DETAIL ON SHEET 8 OF 12. THE RAMP MAY NEED TO BE JUSTIFIED AS A NONSTANDARD FEATURE. SEE NOTE 3 ON THIS SHEET.

- 23. RAMP SIDE OPTIONS ARE DETAILED ON SHEET 3 OF 12. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE INSTALLED WITH A MAXIMUM SLOPE OF 9.5% FOR DESIGN AND LAYOUT, AND 10% MAXIMUM FOR WORK ACCEPTANCE. A PEDESTRIAN CIRCULATION PATH IS ASSUMED TO CROSS THE CURB RAMP WHEN AREA ADIACENT TO THE RAMP IS PAVED AND ERFE OF VERTICAL OBSTRUCTIONS THAT WOULD PREVENT PEDESTRIAN PASSAGE. THERE IS NO MAXIMUM FLARE SLOPE FOR A RAMP THAT IS NOT CROSSED BY A PEDESTRIAN CIRCULATION PATH.
- 24. THE BACK SIDE OF A PARALLEL RAMP SHOULD BE GRADED TO A MAXIMUM SLOPE OF 25% TO MATCH EXISTING TERRAIN, UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. WHERE GRADING IS NOT FEASIBLE DUE TO LIMITED ROW OR PHYSICAL CONSTRAINTS, A BACK CURB MAY BE INSTALLED. SEE DETAILS ON SHEET 3 OF 12 AND SHEET 9 OF 12.
- 25. THE DEPARTMENT'S PREFERENCE IS TO INSTALL TWO SEPARATE CURB RAMPS AT A STREET CORNER THAT SERVES TWO SEPARATE PEDESTRIAN CROSSINGS, WITH EACH RAMP ALIGNED TO THE CROSSING THAT IT SERVES. WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT SEPARATE RAMPS, A SINGLE CURB RAMP (I.E., A DIAGONAL CURB RAMP) IS PERMITTED TO SERVE BOTH PEDESTRIAN CROSSINGS

TURNING SPACE AND CLEAR SPACE NOTES:

- 26. WHERE A CHANGE IN DIRECTION IS REQUIRED TO UTILIZE A CURB RAMP, A TURNING SPACE SHALL BE PROVIDED AT THE BASE OR THE TOP OF CURB RAMP, AS APPLICABLE. TURNING SPACES SHALL BE PERMITTED TO OVERLAP CLEAR SPACES.
- 27. WHERE THERE ARE NO VERTICAL CONSTRAINTS AT THE BACK OF SIDEWALK, (E.G., VERTICAL CURBS, BUILDINGS, FENCES) THE TURNING SPACE DIMENSIONS SHALL BE 4'-0" x 4'-0" MINIMUM. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE 4'-0" X 5'-0" MINIMUM. THE 5'-0" DIMENSION SHALL BE IN THE DIRECTION OF THE RAMP RUN.
- 28. TURNING SPACES SHALL NOT BE DESIGNED WITH A SLOPE GREATER THAN 1.5% IN ANY DIRECTION, WHILE PROVIDING POSITIVE DRAINAGE. THE MAXIMUM SLOPE FOR WORK
- 29. BELOW THE BOTTOM GRADE BREAK OF A CURB RAMP, A CLEAR SPACE OF 4'-0" x 4'-0" MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN CROSSWALK, AND OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE. THE CLEAR SPACE MAY OVERLAP TURNING SPACES, DETECTABLE WARNING SURFACES, AND DROP CURBS.

DETECTABLE WARNING NOTES:

- 30. DETECTABLE WARNING SURFACES (DWS) SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS ON PEDESTRIAN ACCESS ROUTES:
- A. CURB RAMPS AND BLENDED TRANSITIONS AT PEDESTRIAN STREET CROSSINGS.
- B. PEDESTRIAN REFUGE ISLANDS (WHERE THE LENGTH OF THE PEDESTRIAN ACCESS ROUTE ACROSS THE REFUGE ISLAND IS GREATER THAN OR EQUAL TO 6').

C. PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY.

- 31. DETECTABLE WARNING SURFACES SHALL BE PROVIDED WHERE THE PEDESTRIAN ACCESS ROUTE CROSSES DRIVEWAYS WITH SIGNAL, YIELD OR STOP CONTROL. DETECTABLE WARNING SURFACES SHALL NOT BE PROVIDED AT CROSSINGS OF UNCONTROLLED
- 32. WITH THE EXCEPTION OF THE DETECTABLE WARNING SURFACE TRUNCATED DOME DETAILS ON SHEET 2 OF 12, DETECTABLE WARNING DOMES ARE NOT DEPICTED TO SCALE ON THESE
- 33. DETECTABLE WARNING FIELDS SHALL EXTEND 24" MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL ACROSS THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE, EXCLUDING ANY FLARED SIDES.
- 34. SOME DETECTABLE WARNING PRODUCTS REQUIRE A CONCRETE BORDER FOR PROPER INSTALLATION. IF REQUIRED, THE BORDER SHALL NOT EXCEED 2". WHERE THE BACK OF THE CURB EDGE IS TOOLED TO PROVIDE REQUIRED, THE BORDER SHALL NOT EXCEED 2". WHERE THE BACK OF THE CURB EDGE IS TOOLED TO PROVIDE A RADIUS, THE BORDER DIMENSION SHALL BE MEASURED FROM THE INSIDE EDGE OF THE CURB RADIUS, BORDERS CANNOT BE INCLUDED AS PART OF THE 24" MINIMUM DIMENSION DESCRIBED IN NOTE 33.
- 35. WHERE CURB IS NOT USED, THE EDGE OF PAVEMENT SHALL BE SUBSTITUTED FOR THE BACK OF CURB FOR PLACEMENT OF DETECTABLE WARNINGS.
- 36. ON SLOPES OF 5% OR GREATER, THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE LOWER GRADE BREAK ON THE RAMP RUN. WHERE DOMES ARE ARRAYED RADIALLY, THEY MAY DIFFER IN DIAMETER AND CENTER-TO-CENTER SPACING WITHIN THE RANGES SPECIFIED ON SHEET 2 OF 12. DOME ALIGNMENT THAT IS PERPENDICULAR OR RADIAL TO THE LOWER GRADE BREAK IS NOT REQUIRED ON SLOPES OF
- 37. THE DETECTABLE WARNING FIELD SHALL BE THE COLOR SPECIFIED IN THE CONTRACT DOCUMENTS OR MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT GUTTER. STREET OR HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR

DEFINITION OF TERMS:

ACCESSIBLE ROUTE. SEE "PEDESTRIAN ACCESS ROUTE", BELOW.

CLEAR SPACE. AN UNOBSTRUCTED FLOOR OR GROUND SPACE THAT WILL ACCOMMODATE A SINGLE, STATIONARY WHEELCHAIR AND OCCUPANT. CROSS SLOPE. THE GRADE THAT IS PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN

PARALLEL CURB RAMP. A CURB RAMP WITH THE RAMP SLOPE ORIENTED PARALLEL TO THE CURB OR EDGE OF PAVEMENT.

PEDESTRIAN ACCESS ROUTE (PAR). A CONTINUOUS AND UNOBSTRUCTED PATH OF TRAVEL PROVIDED FOR PEDESTRIANS WITH DISABILITIES WITHIN OR COINCIDING WITH A PEDESTRIAN CIRCULATION PATH

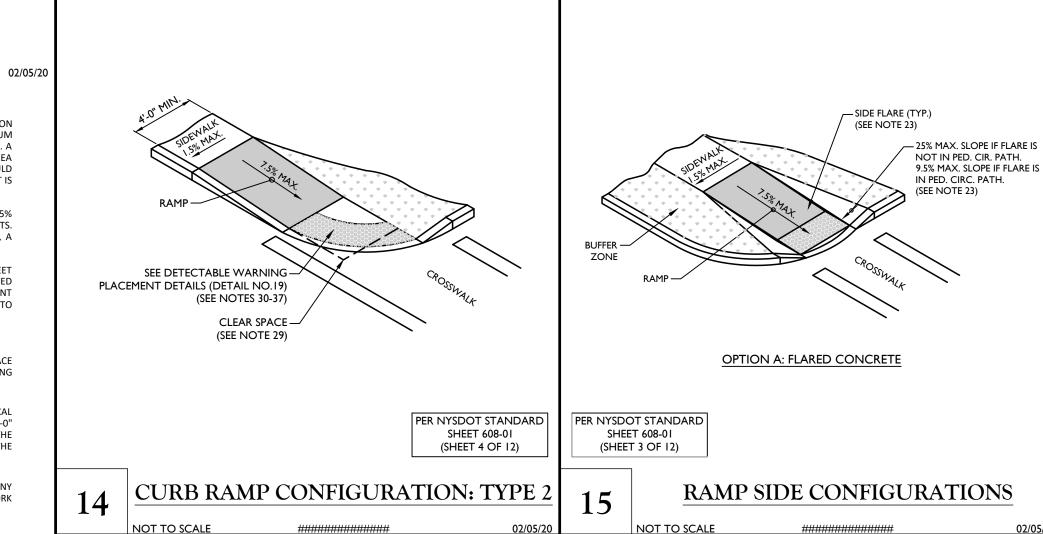
PEDESTRIAN CIRCULATION PATH. A PREPARED EXTERIOR OR INTERIOR SURFACE PROVIDED

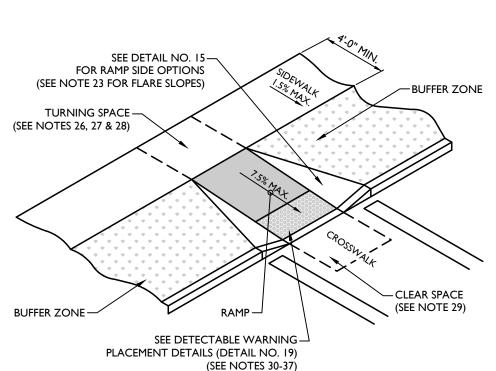
FOR PEDESTRIAN TRAVEL IN THE PUBLIC RIGHT-OF-WAY. PERPENDICULAR CURB RAMP. A CURB RAMP WITH THE RAMP SLOPE ORIENTED PERPENDICULAR TO THE CURB OR EDGE OF PAVEMENT.

RUNNING SLOPE. THE GRADE THAT IS PARALLEL TO THE DIRECTION OF TRAVEL. STOP- OR YIELD-CONTROLLED LOCATION. AN INTERSECTION, DRIVEWAY OR PEDESTRIAN CROSSING WHERE VEHICULAR TRAFFIC IS CONTROLLED BY A YIELD SIGN, A STOP SIGN, OR A

TRAFFIC SIGNAL THAT FLASHES RED. VEHICULAR TRAFFIC DOES NOT PASS THROUGH A STOP- OR YIELD-CONTROLLED LOCATION WITHOUT STOPPING OR SLOWING. TURNING SPACE. A RELATIVELY LEVEL SPACE PROVIDED WHERE A TURNING MANEUVER IS

REQUIRED FOR A PEDESTRIAN TO ORIENT TO A CURB RAMP OR STREET CROSSING.





CURB RAMP CONFIGURATION: TYPE 1

CURB (TYP.) —

GRADE BREAK AT

GRADE BREAK TO BACK OF CURB

RAMP SLOPE

GRADE BREAK AT -

OPTION 2

BOTTOM OF RAMP

OPTION

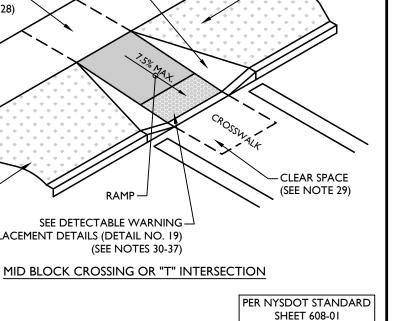
BOTTOM OF RAMP

24" MIN IN DIRECTION OF TRAVEL -

24" MIN. IN DIRECTION -

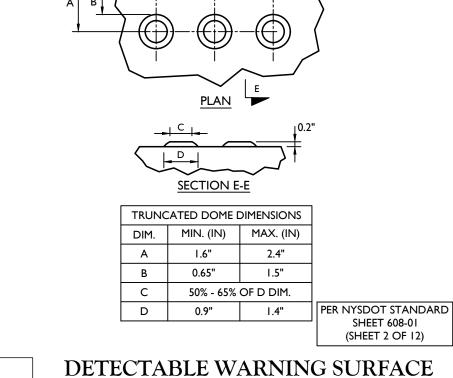
OF TRAVEL (SEE NOTE 33)

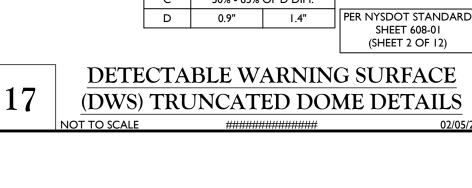
(SEE NOTE 33)

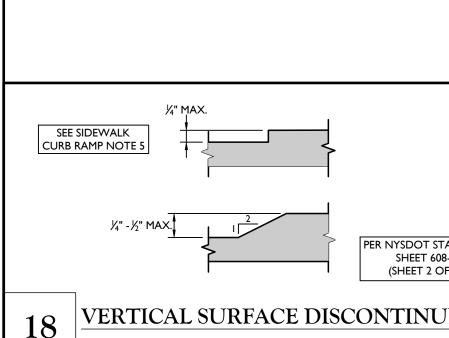


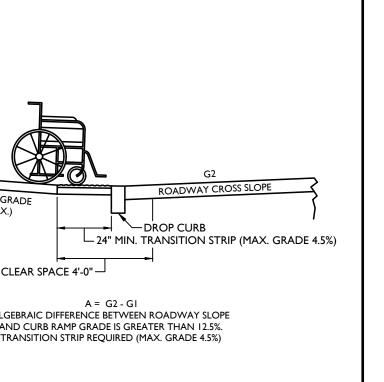
(SHEET 6 OF 9)

CURB (TYP.)

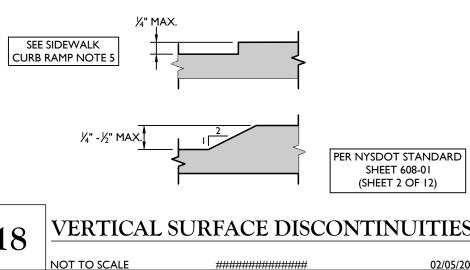








AND CURB RAMP GRADE IS GREATER THAN 12.5%. COUNTER SLOPE CONDITION 2



- DETECTABLE WARNING SURFACE LOCATED ABOVE LOWER GRADE BREAK (SEE NOTES 34 & 36) PER NYSDOT STANDARD

DETECTABLE WARNING SURFACE (DWS) PLACEMENT OPTION DETAILS CURB RAMP GRADE CLEAR SPACE 4'-0" ALGEBRAIC DIFFERENCE BETWEEN ROADWAY SLOPE PER NYSDOT STANDARD (SHEET 8 OF 12)

NOTES:

REFER TO NYSDOT STANDARD SHEET 608-01 SHEETS I THROUGH 12 FOR ADDITIONAL SIDEWALK DETAILS AND NOTES.

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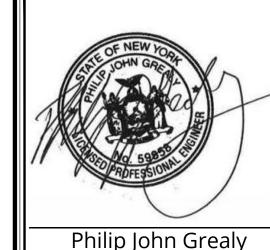
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TOWN OF YORKTOWN ROADWAY IMPROVEMENT PLANS

FOR

STONY STREET AT OLD CROMPOND ROAD

TOWN OF YORKTOWN WESTCHESTER COUNTY NEW YORK

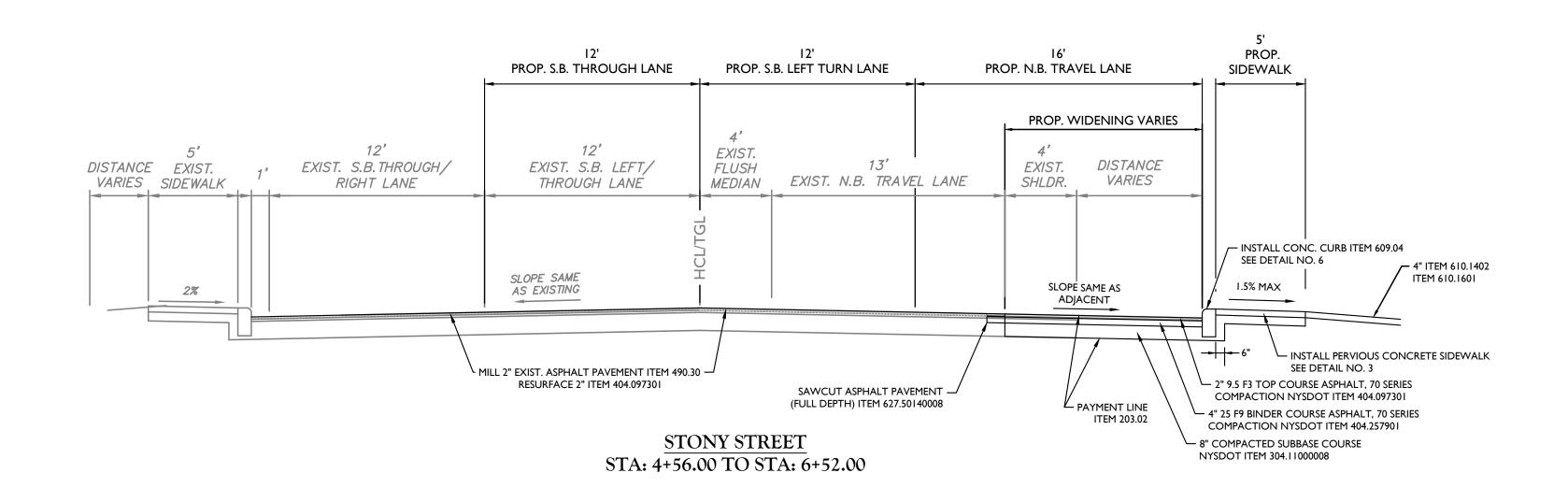
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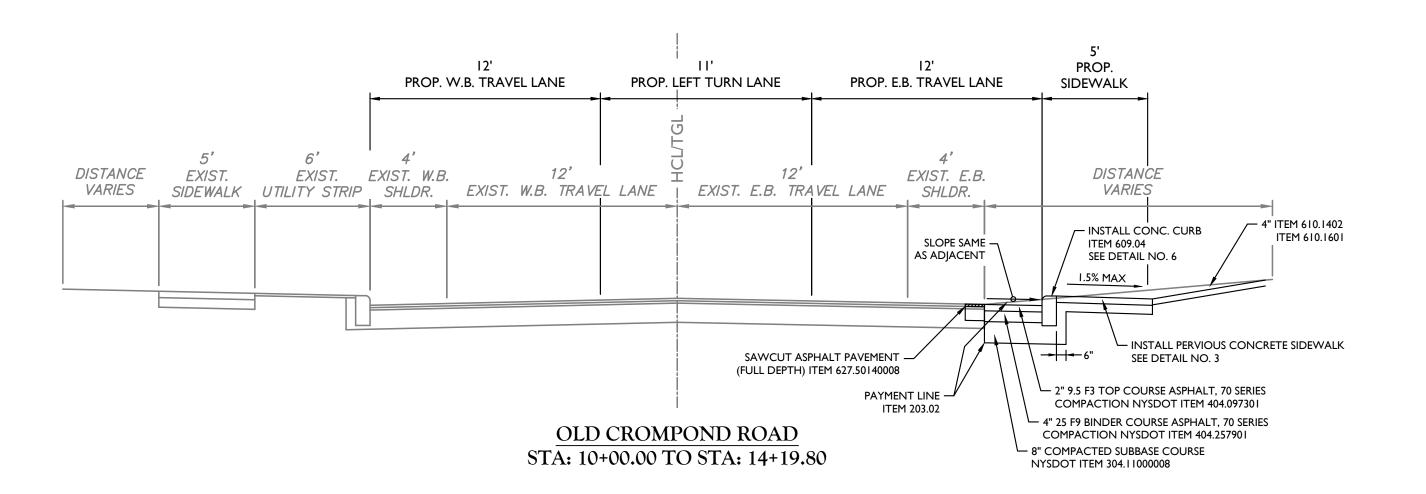
400 Columbus Avenue, Suite 180E Valhalla, NY 10595 Phone: 914.347.7500 COLLIERS ENGINEERING & DESIGN CT.

ENGINEERING & LAND SURVEYING AS SHOWN 12/24/19 J.F.M.

18009103A

SIDEWALK DETAILS





TYPICAL SECTION NOTES:

- I. STRAIGHT TACK COAT ITEM 407.0103 SHALL BE APPLIED BETWEEN EACH ASPHALT COURSE/LIFT.
- 2. WHERE CONCRETE PAVEMENT IS LOCATED UNDER ASPHALT OVERLAY AND IS LOCATED WITHIN 3 FT. OF THE PROPOSED WIDENING SECTION, THE WIDENING SHALL EXTEND TO LIMIT OF CONCRETE PAVEMENT.
- 3. ROLL OVER BETWEEN SHOULDER AND TRAVEL LANE SHALL NOT EXCEED 8%.
- 4. TRUING AND LEVELING COURSE, ITEM 402.018904 MAY BE REQUIRED TO ACHIEVE UNIFORM CROSS SLOPE. CONTRACTOR SHALL VERIFY IF SUCH NEED IS REQUIRED AND CONFER WITH E.I.C. PRIOR TO COMMENCEMENT OF PAVING OPERATIONS.
- 5. IF EXISTING BOTTOM OF SUBBASE IS FOUND TO BE BELOW PROPOSED BOTTOM OF SUBBASE DEPTH OF SUBBASE MATERIAL SHALL BE INCREASED TO MATCH EXISTING ADJANCENT BOTTOM OF SUBBASE MATERIAL.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY OR ENGINEERING MAP BEARING A LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. ONLY MAPS WITH THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S SEAL ARE GENUINE TRUE AND CORRECT COPIES OF THE LAND SURVEYOR OR PROFESSIONAL ENGINEER'S ORIGINAL WORK AND OPINION.

ITEMS DESCRIPTION UNCLASSIFIED EXCAVATION AND DISPOSAL 203.02 COMPACTED SUBBASE COURSE (MODIFIED) 304.11000008 402.018904 TRUE & LEVELING F9, SUPERPAVE HMA, 80 SERIES COMPACTION 404.097301 9.5 F3 TOP COURSE ASPHALT, 70 SERIES COMPACTION 404.257901 25 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION 407.0103 STRAIGHT TACK COAT 490.30 MISCELLANEOUS COLD MILLING 609.04

SAWCUT ASPHALT PAVEMENT

610.1402

610.1601

627.50140008

CAST-IN-PLACE CONCRETE CURB (AS DETAILED) - SEE DETAIL NO. 6 TOPSOIL - ROADSIDE TURF ESTABLISHMENT -ROADSIDE

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TOWN OF YORKTOWN ROADWAY IMPROVEMENT PLANS

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TYPICAL SECTIONS

