

INVITATION TO BID
TOM DIANA PARK AT GRANITE KNOLLS SPORTS AND
RECREATION COMPLEX PARKING LOT PROJECT
TOWN OF YORKTOWN, NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until **10:30am on Thursday, July 2, 2026**, at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Town of Yorktown Parks and Recreation Granite Knolls Sports & Recreation Complex Project. 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: Granite Knolls Sports & Recreation Complex Parking Lot Project.**"

All prospective bidders shall be required to attend one mandatory meeting. A Pre-Bid meeting will be held on **Friday, June 12, 2026, at 10:00am** at the site for prospective bidders. Bids to be opened on **Thursday, July 2, 2026, at 10:30am** in the Town Hall Board Room.

Plans, Specifications and standard proposals for the work proposed may be obtained at the office of the Town Clerk at said Town Hall.

All bids must be accompanied by a Certified check payable to the Town of Yorktown in an amount not less than ten percent (10%) of the total bid, or an executed Consent of Surety.

The bidder assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having bids in on time at the place specified above.

The Town of Yorktown reserves the right to waive any informalities in the bids, to reject any or all bids and reserves the right to accept that bid which it deems most favorable to the interests of the Town of Yorktown. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

Bid documents may also be obtained on the Town of Yorktown's website at www.yorktownny.org

DIANA L. QUAST
Town Clerk
Town of Yorktown

Dated: June 2026

**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 **10:30 A.M. on Thursday July 2nd, 2026** at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Town of Yorktown Parks and Recreation Granite Knolls Sports & Recreation Complex Project. 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: TOM DIANA PARK AT GRANITE KNOLLS SPORTS AND RECREATION COMPLEX PARKING LOT PROJECT - TOWN OF YORKTOWN, NEW YORK”**

Special Note” All prospective bidders shall be required to attend one mandatory Pre-Bid Meeting at the Granite Knolls Park. The Town will conduct one pre-bid meeting on **Friday, June 12, 2026 at 10:00 AM** at the site. Bids to be opened on **July 2nd 2026 at 10:30** am in the Town Hall Board Room. The Town expects having the work here under completed in a timely fashion so that the Granite Knolls Sports & Recreation Complex is ready for use no later than August 16, 2026. The Contractor shall be aware time is of the essence due to the scheduling of the facilities use.

The Bid Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Bid Proposal Form
Non-Collusive Bidding Certificate
Bid Bond
Certificate of Surety
Itemized Proposal & Project Bid Sheet (Sheets 1-1 & 1-2)
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Technical Specifications
5. **Part Four** Addenda, if any
6. **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.

- 3. Bid Bond
- 4. Certificate of Surety
- 5. Itemized Proposal & Project Bid Form (Sheet IP1- 8)

Diana L. Quast
Town Clerk

**TOWN OF YORKTOWN
SERVICES AND PUBLIC WORKS CONTRACTS BID**

PART ONE

BID PROPOSAL FORM

The Town of Yorktown seeks bids from qualified parties:

Granite Knolls Sports & Recreation Complex Project Parking Lot Project

BIDDER'S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

BIDDER'S D/B/A NAME (if any) _____

See Attached Proposal & Project Bid Sheets 1 through 8

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 and Title of person authorized to submit bid for bidder: _____

Signed: _____

[Signature of authorized person, if not a corporate officer attach corporate resolution authorizing submission of bid.]

BIDDER'S CORPORATE NAME:

BIDDER CONTACT INFORMATION:

PRINT NAME: _____

TITLE: _____

Address: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____@_____

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)
County of Westchester)ss.:

On the ____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Insert Name, or Legal Title, of Bidder)

of _____

(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and _____

(Insert Name, or Legal Title, of Surety)

of _____

(Insert Address of Surety)

a corporation duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, are firmly bound unto the Town of Yorktown, as Obligee, hereinafter called the Obligee, in the penal sum of

_____ Dollars.

(Surety to Insert Amount)

For the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for _____

(Insert Name of Work Bid Upon)

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and provide such insurances as may be specified in the Bidding or Contract Documents, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety acceptable to the Obligee, or in the event of the failure of the Principal to enter such Contract and provide such insurances and give such Bond or Bonds, if the Principal shall pay to the Obligee the penal amount of this Bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Obligee may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this day of _____, 20____.

By: _____

(Individual Principal Signature)

(Printed or Typed Name of Individual)

Doing business as _____

By: _____

(Partnership Principal)

(Printed or Typed Name of Partner)

By: _____

(Firm's Name)

By: _____

(Partner's Signature)

(Printed or Typed Name of Partner)

(Corporate Principal)

By: _____

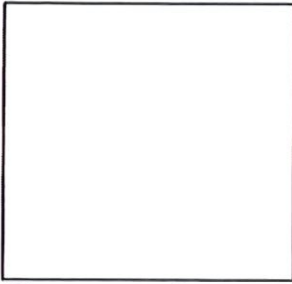
(Corporation's Name)

(State of Incorporation)

By: _____

(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)



(Corporate Seal)

Attest _____

(Secretary)

By: _____

(Joint Venture Principal)

By: _____

(Signature)

(Printed or Typed Name)

By: _____

(Signature)

(Printed or Typed Name)

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

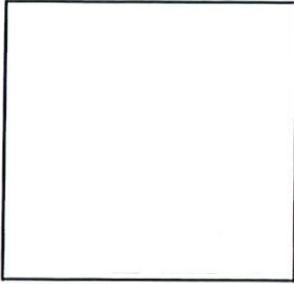
(Corporate Surety)

(Corporation's Name)

By: _____

(Signature or Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact*)



(Corporate Seal)

Attest _____

(Secretary)

* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute on behalf of corporation.

CERTIFICATE OF SURETY

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certifies that he/she is the duly authorized agent of

(Name of Surety)

duly authorized to do business in the State of New York, and agree to furnish to

(Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the bidder. The maximum amount that Surety will be surety for on each bond is:

(Name of Surety)

By: _____
(signature)

(name – printed)

(title)

(address)

**Town of Yorktown Parks & Recreation
Granite Knolls Sports & Recreation Complex Parking Lot Project
Town of Yorktown
Itemized Proposal & Project Bid - Sheet 1 of 2**

Contractor: _____
Address: _____

Prepared by: _____
Date: _____

Item #	Unit	Estimated Quantity	Description	Units	Unit Cost	Line Total
0101	LS	1	Survey and Stakeout	LS	X	
0102	LS	1	Erosion and Sediment Control	LS	X	
0201	LS	1	Earthwork	LS	X	
0301	LS	600 lf	4" Underdrain	LS	X	
0401	LS	32,00 sf	Porous Pavement	LS	X	
0402	LS	11,000 sf	New Asphalt Pavement	LS	X	
0501	LS	650 lf	Pavement Markings	LS	X	
0601	LS	1	Site Restoration	LS	X	
0701	LS	1	Site Mobilization & Demobilization	LS	X	
			(5% Maximum of Bid Subtotal)			
0801	Stipend	1	Additional Miscellaneous Work	LS	X	\$20,000
BID TOTAL						
BID TOTAL						
						(In Numbers)

(In Words)

SPECIAL NOTE: The Town Reserves the right to award the bid based on Best Value, as set forth in the General Municipal Law. The undersigned bidder hereby offers, the Lump Sum Bid in the amount stated above that is to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation and permits for the construction of the Granite Knolls Sports & Recreation Complex Parking Lot, Yorktown, New York as shown on the Contract Drawings. The Estimated Quantities are provided to assist the Contractor, but should not be used to determine the Lump Sum Bid Price. The Contractor should determine all final quantities, equipment and materials required to complete the project prior to submitting the Lump Sum Bid and this offer is accepted by the Town Clerk.

Note: All bids are to be submitted in words and numbers. In the event of a discrepancy, the bid in words shall govern.

Company Name

Signature of Partner or Corporate Officer

Date

Special Note to Bidders: Prevailing Wage Rates Apply to this Project

Corporate Seal

NOTICE TO BIDDERS: A Bid Bond of 10% or Consent of Surety must be executed and submitted with Bid.

**TOWN OF YORKTOWN
SERVICES AND PUBLIC WORKS CONTRACTS BID**

PART TWO

General Terms and Conditions of Bid

<u>Section Numbers</u>	<u>Heading</u>
Section 1.	Itemized Proposal & Project Bid 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

<u>Section Numbers</u>	<u>Heading</u>
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 Sub-contractors 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.	Date of Completion
Section 36.	Change in the Contract Time
Section 37.	Disputed Work – Notice of Claims For Damages
Section 38.	Liquidated Damages
Section 39.	Prevailing Wage Schedule
Section 40.	W-9 Request for Taxpayer Identification Number and Certification

**TOWN OF YORKTOWN
SERVICES AND PUBLIC WORKS CONTRACTS BID**

PART THREE

Technical Specifications

Section 0101 Erosion and Sediment Control

Section 0102 Survey and Stakeout

Section 0201 Earthwork

Section 0301 Underdrain

Section 0401 Porous Asphalt Pavement

Section 0402 Asphalt Pavement

Section 0501 Pavement Markings

Section 0601 Site Restoration

Section 0701 Site Mobilization & Demobilization

Section 0801 Additional Miscellaneous Work

Section 1. Bid Proposal Form

- 1.1** The bidder shall complete the Bid Proposal Form by filling in the Total Lump Sum price in the appropriate designated spaces. The Total Lump Sum price 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 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 Finance Law.¹
 - v.** The bidder understands and agrees that quantities shown on the Bid

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

- vi. Proposal Form opposite items of the work for which unit prices have been requested are York State Finance Law.²
- 1.6 The 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. Pre-Bid Site Inspection

- 5.1 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 List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

- 5.2 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 representative can be requested, by contacting the, Town Clerk.
- 5.3 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, Bid Documents, 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. Non-Collusion

- 5.1 The bidder shall certify that it has complied with all 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 with 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 sub-contractors.

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 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.
- 11.4 The Contractor shall begin work by within 7 days of the issuance of the notice to proceed by the Town. The Contractor is expected to begin work on August 1, 2026. Work shall be completed by August 16, 2026. Refer to Section 35.

Section 12. Performance And Payment Bond

- 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. Assignment Prohibited

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 sub-contractors, 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 sub-contractors 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 sub-contractors shall be through the Contractor.

16.2 The Contractor shall insert appropriate clauses in all subcontracts to bind the sub-contractors 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 relationship between sub-contractors and the Town. Prior to approval of the sub-contractors, the Town has the right to review and recommend changes in the subcontracts. The Town reserves the right to reject any sub-contractor proposed by the Contractor if in the reasonable opinion of the Town such sub-contractor 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 attorney to the Town and the sub-contractor 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.

Section 18. 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 of 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 for verifying 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 be considered when determining responsiveness in awarding the bid.

Section 23. Damages

- 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. Breach of Contract/Termination

- 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 within ten (10) days written notice provided to the Contractor.

Section 26. Prevailing Wage Rates And Supplements

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, sub-contractors 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 workday 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 sub-contractors have timely and properly paid their respective sub-contractors 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 than 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 of 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 Sub-contractors 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 sub-contractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the sub-contractor and/or materialmen as reflected in the payment from the Town less an amount necessary to satisfy any claims, liens or judgment against the sub-contractor 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 sub-contractor or materialman from any Contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the sub-contractor 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 the Town.

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 the best available information.

Section 32. Protection, Existing Structures

- 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 sub-contractors, 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 supporting 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 sub-contractors designated by the Town provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the Contractor's or his sub-contractor'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 sub-contractors, 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 judged 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 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 Sub-contractors 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 than 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 sub-contractors, manufacturers, fabricators, suppliers or distributors and others; and
 4. For reasonable expenses directly attributable to termination, the 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. Date of Completion

35.1 The Town expects having the work here under completed in a timely fashion so that the Granite Knolls Sports & Recreation Complex is ready for use no later than **August 16, 2026**. Bidder **must** provide an expected date of completion together with a bid price for the work. The Contractor shall be aware time is of the essence due to the scheduling of the facilities use.

Section 36. Change in the Contract Time

- 36.1** 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.
- 36.2** 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.
- 36.3** 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 sub-contractor, 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.
- 36.4** 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 37. Disputed Work - Notice of Claims For Damages

37.1 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.

37.2 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.

37.3 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.

37.4 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.

37.5 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.

Section 38. Liquidated Damages

38.1 As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the OWNER the sum of FIVE HUNDRED DOLLARS (\$500.00) as fixed, agreed and liquidated damages (but not as a penalty) for each calendar day of delay from the date specified in INFORMATION FOR BIDDERS, Section 35 – Date of Completion, until such work is satisfactorily completed and accepted.

SECTION 39 PREVAILING WAGE RATES

The New York State Department of Labor Prevailing Wage Rates for Westchester County can be downloaded at:

<https://apps.labor.ny.gov/wpp/publicViewPWChanges.do?method=showIt>



An official website of New York State [FOIA REQUESTS](#)

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Prevailing Wage

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Article 8 Prevailing Wage Schedules/Updates for 07/01/2025 - 06/30/2026

Invitation Notice to Contractors/Agencies

The Prevailing Wage Schedules/Updates posted on this site are provided for informational and archival determination purposes ONLY. [Original Wage Schedule](#) MUST BE REQUESTED from the Bureau of Public Work.

Prevailing Wage Schedules are issued separately for 'General Construction Projects' and 'Residential Construction Projects' on a county by county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, and housing or rental type units intended for residential use. Some rates listed on the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using these Residential Rate Schedules. To ensure that the project meets the required criteria.

[Search Article 8 Prevailing Wage Schedules](#)

[View General Construction Rate Schedule](#)

(This file is large and depending on your internet connection it may take a time to download if you click the link and choose "Save As" a window will appear to allow you to specify the downloading program. The general wage schedules by county are another option and easier to download.)

General Prevailing Wage Schedule by County

Westchester View

[Contact Us](#)

[viewPrevailingWageSchedule.do](https://apps.labor.ny.gov/wpp/publicViewPWChanges.do)

SECTION 40
W-9 REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER AND CERTIFICATION

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

^{*}Note: The grantor must also provide a Form W-9 to the trustee of the trust.

^{**}For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

PART THREE
TECHNICAL SPECIFICATIONS

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Section 0101 Erosion and Sediment Control

Section 0102 Survey and Stakeout

Section 0201 Earthwork

Section 0301 Underdrain

Section 0401 Porous Asphalt Pavement

Section 0402 Asphalt Pavement

Section 0501 Pavement Markings

Section 0601 Site Restoration

Section 0701 Site Mobilization & Demobilization

Section 0801 Additional Miscellaneous Work

SECTION 0101

EROSION AND SEDIMENT CONTROL (E&SC)

PART 1: WORK

1.01 DESCRIPTION

Under this work, the Contractor shall provide all materials, equipment, and labor to install and maintain the measures which are required to prevent erosion and control sediment as specified on the Contract Drawings and/or direction of the Engineer or Town. The Contractor shall be responsible to continuously maintain, reinstall or relocate the erosion and sediment controls (E&SC) throughout the duration of the project and until such time as the site is stable and so directed to remove such practices by the Engineer or Town. The Contractor shall understand that the transport of sediment off the site in any form is fully his responsibility and he shall clean, repair damage, and pay imposed fines at the Contractor's expense.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0102 Survey and Stakeout
- B. Section 0201 Earthwork
- C. Section 0301 Underdrain System
- D. Section 0401 Porous Asphalt Pavement
- E. Section 0402 Asphalt Pavement
- F. Section 0601 Site Restoration

1.03 REFERENCE

New York State Standards and Specifications for Erosion and Sediment Control (NYSSSESC), July 2024 or latest edition.

1.04 DEFINITIONS

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1.05 SUBMITTALS

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PART 2: MATERIALS

2.01 STABILIZED CONSTRUCTION ENTRANCE

- A. Stabilized construction entrances if directed by the Engineer or Town shall be provided at all construction site traffic entrance/exit points, as specified in the Standard Specifications for Stabilized Construction Entrance included in the NYSSSESC. A stabilized construction entrance shall be provided, location as shown on the Contract Drawings. The Contractor's actual plans to enter and exit the construction site may require additional installations; these will be provided as required to provide complete site access coverage, at no cost to the Town.

The symbols shown on the Contract Drawings are schematic only and do not precisely indicate locations of the stabilized construction entrances. These stabilized entrances shall be provided as close to paved-surface roadways as practicable.

SECTION 0101

GRANITE KNOLLS SPORTS & RECREATION COMPLEX PARKING LOT
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- B. The stabilized construction entrances shall be provided to any activity on the site; maintained throughout construction and removed, and area restored, following construction, unless incorporated as part of the work.

2.02 SILT FENCE

- A. Silt fences, as specified in the Standard Specifications for Silt Fence included in the NYSSSESC shall be installed and maintained to control and prevent sediment movement. The silt fence shall be installed in the locations shown on the drawings or any other location deemed necessary by the Engineer and shall meet the specifications as per the standard detail.

Required locations for these fences will at the minimum include the following:

1. All areas down gradient of the construction site; including areas between the construction site and waterways and wetlands.
 2. Steeply sloped areas as required.
 3. Other areas as shown on the Contract Drawings.
- B. Silt fences shall be installed prior to site disturbance that requires such protection, and maintained throughout the period of disturbance.
 - C. Silt fences shall be removed following establishment of sufficient vegetation to control and prevent erosion.

2.03 SOIL STOCKPILE

Areas are provided for temporary stockpiling of delivered soil or from material excavated from the site during construction. These areas will be contained with sediment fence to prevent the movement of sediment. The stockpiles, if not active for more than seven (7) days, will be seeded and mulched. The stockpile areas were placed to best suit the proposed construction activity. The stockpile shall be installed as per the drawings. Any deviation from the location shown must be approved by the Engineer.

2.04 TEMPORARY VEGETATIVE COVER

This stabilization measure may be temporary and in other cases permanent vegetative cover is used. The vegetative cover specifications are based on the NYSSSESC Manual. On the Construction Plans are notes, locations, and specifications as to the vegetative cover requirements. In the notes, there are specific situations and time constraints related to stabilization of disturbed areas. The specifications give seed and fertilizer mixes as well as placement. Any disturbed area expected to remain exposed for more than seven (7) days shall receive temporary vegetative cover.

2.05 TEMPORARY SEDIMENT TRAP

The Erosion and Sediment Control Plan provides the location for temporary sediment traps. The sediment traps are to be placed in the location of the point of concentration of runoff and therefore the logical place to collect sediment or as directed by the Engineer. This practice can be relocated or additional traps may be installed to accommodate the current construction phase. Within the Erosion Control Notes and Construction Sequence, there are specific requirements for the installation and maintenance during construction. These can be found in the Construction Plans. Upon stabilization of the site, the sediment trap will be removed. The size of the sediment trap shall be determined by the Engineer if needed.

2.06 STORM DRAIN INLET PROTECTION

The inlet protection is specified to provide a permeable barrier around drainage inlets to reduce sediment content in runoff before entering the storm drain system. These shall be installed over each drainage inlet and shall be replaced as necessary based on sediment accumulation and at the direction of the Engineer.

2.07 EROSION BLANKETS

Erosion blankets and seeding shall be used for the stabilization of slopes 3:1 or greater or as otherwise specified. The blankets shall be installed as per the Plans and Details, and the manufacturer's specifications. They shall be stapled or staked in place as per the manufacturer's specifications. The blankets may be installed at locations other than those shown on the Plans as directed by the Engineer or Town.

2.08 SOIL RESTORATION

The Contractor shall provide Soil restoration which is a practice for construction projects where soil compaction occurs to soils which will be permanently vegetated. This compaction is typically a result of heavy vehicle traffic, cutting or filling, and areas which may receive heavy surcharges. Soil restoration can be done by tilling or aerating the soil to a depth of 12-inches. In heavy traffic areas, 3-inches of compost shall be placed over the compacted areas prior to the tilling. After the restoration, a 3/8" metal bar should be able to be hand pushed into the soil. Areas within the drip-line of trees should not be tilled. This work will be done at the direction of the Engineer or Landscape Architect.

2.09 WATER BARS

Where designated on the plan or as directed by the Engineer the Contractor shall install water bars. Water bars shall be used for diversion of surface runoff to limit the accumulation of erosive velocities of water. The water bars shall be installed as per the Plans and Details or at locations directed by the Engineer.

2.10 WASTE DISPOSAL

The Contractor is responsible the proper disposal of all solid, sanitary and toxic waste in accordance with applicable local, state and federal regulations. It is prohibited to burn, bury or pour out onto ground or into the storm sewers any solvents, paints, stains, gasoline, diesel fuel, used motor oil, hydraulic fluid, anti-freeze, cement curing compounds, or other toxic or hazardous wastes. The Contractor shall be responsible for disposal of all waste off site.

2.11 CONCRETE TRUCK WASHOUT

The Contractor is responsible for designating a wash out area for cement trucks. This shall be a diked area where the washings can be collected and disposed of properly when they harden.

2.12 DUST CONTROL

The Contractor shall insure the generation of dust shall be minimized by limiting the extent of exposed soils and re-establishing vegetative cover in these areas as soon as possible. Additional and/or temporary methods to minimize dust may include wetting, mulching, spray adhesives, stone covering and wind barriers. The Contractor shall have the necessary access to water to perform this task.

2.13 STABILIZATION

The Contractor shall initiate stabilization measures as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased. This requirement does not apply in the following instance:

Where the initiation of stabilization measures by the 7th day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures shall be initiated as soon as practicable.

2.14 DEWATERING ACTIVITIES SEDIMENT CONTROL

- A. All waters which the Contractor pumps from excavations on this Project shall be routed through a portable sedimentation tank or as otherwise directed so as to remove all sediments carried by such water. The tank shall be in accordance with the Standard Specifications for Portable Sediment Tank included in NYSSSESC. The tank(s) shall be provided at any and all excavation locations, as warranted by dewatering activities.

2.15 CLEANING UP

As the work progresses, clean up the streets and rights of way and grade and round the backfill within the limits of the excavation. Mark soft trenches with signs, and adequate lights. Promptly refill, compact and grade all areas which settle subsequent to the initial backfilling.

All streets utilized by or worked on by the Contractor will be swept with approved self-contained mechanical sweeping equipment as directed by the Engineer but at least once each week until acceptance of the work by the Engineer.

Upon completion of the work the Contractor shall haul all dirt and rubbish from the work site and leave the site clean to the satisfaction of the Engineer. All surplus material, tools and temporary structures must be removed from the site.

PART 3: METHOD

3.01 DESCRIPTION

All work shall be in compliance with the drawings and shall follow the NYSSSESC. The Contractor shall install all E&SC practices as per the plan, details and notes as detailed on the Contract Drawings and these specifications. They shall adhere to the greatest extent possible the construction sequence and when not possible shall notify the Engineer to discuss modifications. Further, the contractor shall ensure that at the end of each work day that the site shall be stabilized and the roadway clean of any soil tracked off site. In the event a precipitation event is forecasted, the Contractor shall prepare the site by inspecting and if necessary clean and repair all E&SC, stabilize open areas, place tarps over open soil piles and install temporary diversions to prevent the erosion of soils and possible transport of sediment off site or into the town drainage system. Where necessary if the Contractor shall protect open excavations or trenches during forecasted precipitation event by diverting concentrated surface flows per the means provided on the plans or as directed by the Engineer or Town.

PART 4: MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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4.02 BASIS OF PAYMENT

Payment for all Work under this item shall be at the **Lump Sum** bid and shall include the cost of all labor, materials and equipment necessary to complete the work as specified in the Contract Documents and Specifications, and to the satisfaction of the Engineer or Town.

The work shall include the installation and maintenance of all measures which are required to prevent erosion and control sediment.

END OF SECTION

SECTION 0102
SURVEY AND STAKEOUT

PART 1: WORK

1.01 DESCRIPTION

Under this work, the Contractor shall perform all necessary land surveying required to construct all elements of the project as shown on the Contract Drawings and described in the Specifications. The Contractor is to protect all boundary and survey markers that are either shown on the plans or discovered on the project site. This work shall include but not be limited to stakeout, layout, elevations and markers for all aspects of the project, as shown and as required, and shall be performed by a NYS Licensed Land Surveyor and experienced personnel. This work shall include three (3) copies and a digital copy of the project "As-Built" including underground utilities and structures (water service, electric, drainage).

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0102 Survey and Stakeout
- B. Section 0201 Earthwork
- C. Section 0301 Underdrain System
- D. Section 0401 Porous Asphalt Pavement
- E. Section 0402 Asphalt Pavement
- F. Section 0601 Site Restoration

PART 2: MATERIALS

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PART 3: METHOD

3.01 DESCRIPTION

All work performed and materials utilized for Survey and Stakeout shall be as specified in Sections 625-1.01, 625-.2.01, 625-3.01, of the New York State Department of Transportation Standard Specifications of January 1, 2026 and shall be done to the satisfaction of the Engineer.

PART 4: MEASUREMENT AND PAYMENT

4.01 DESCRIPTION

The cost for this work item shall be included in the **Project Lump Sum** bid and shall include the cost of all labor, materials and equipment necessary for all Survey and Stakeout. The Lump Sum price bid shall include the cost of furnishing of all labor, materials and equipment required to do all survey and stakeout work, and any incidental work required to complete the work as specified in the Contract Documents and Specifications, and to the satisfaction of the Engineer.

END OF SECTION

SECTION 0102
GRANITE KNOLLS SPORTS & RECREATION COMPLEX PARKING LOT
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SECTION 0201

EARTHWORK

PART 1: WORK

1.01 DESCRIPTION

Under this work, the Contractor shall furnish all labor, materials and equipment necessary to perform all excavation and grading not specifically included in other bid items and required to complete the proposed improvements of the project in the areas designated in the Contract Documents as shown on the Site Plan and specified herein. Work shall include but not be limited to the following:

- A. Excavation – General
- B. Backfilling and compaction as required.
- C. Dewatering or addition of water as required.
- D. Stockpiling of excavated material, protection of excavations and existing curbs and structures. Existing wheel stops and spikes shall be carefully removed and stockpiled on pallets to be provided by the Town for later reuse by the Town.
- E. Proper disposal of excess and unsuitable materials resulting from earthwork operations.

The Engineer at his discretion may require additional work under this section if he deems this work necessary to comply with the intent of this project. Any work not included under this specification but required for the successful completion of project work, as deemed by the Engineer, shall be performed by the Contractor as directed by the Engineer and paid for under Item 0801 Additional Miscellaneous Work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0101 Erosion and Sediment Control
- B. Section 0102 Survey and Stakeout
- C. Section 0301 Underdrain System
- D. Section 0401 Porous Asphalt Pavement
- E. Section 0402 Asphalt Pavement
- F. Section 0501 Pavement Markings
- G. Section 0601 Site Restoration
- H. Section 0701 Site Mobilization and Demobilization
- I. Section 0801 Additional Miscellaneous Work

1.03 REFERENCES

- A. General: The work shall comply with the most recent standards or tentative standards as published at the date of the contract and as listed in this specification using the abbreviation shown.
- B. American Society for Testing and Materials (ASTM):
 - 1. D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft).
 - 2. D 1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 3. D 1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)(2,700 kN-m/m³).
 - 4. D 2167 Standard Test Method for Density and Unit Weight of Soil In Place by the Rubber Balloon Method.

5. D 2216 Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
6. D 2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
7. D 2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
8. D 2937 Standard Test Methods for Density of Soil in Place by the Drive-Cylinder Method.
9. D 3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
10. D 4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

C. New York State Department of Environmental Conservation – 6NYCRR PART 375

1.04 DEFINITIONS

- A. Unclassified Excavation: For the purposes of payment, material shall not be classified except for those items specifically listed in the Bid Form.
- B. Trench Rock: For the purposes of classified excavation, trench rock shall be defined as material encountered in trench excavation that cannot be dislodged by a Caterpillar Model No. 215D-LC track-type hydraulic excavator, equipped with a 42-inch wide short-tip radius rock bucket, rated at not less than 120 hp flywheel power with bucket-curling force of not less than 25,000 lbs and stick-crowd force of not less than 18,000 lbs. Trench rock excavation includes up to 6 inches over-excavation below the required excavation depth. Rock shall be quantified by measuring the extent of rock in the trench, not by measuring the volume of removed rock. This definition of trench rock does not include materials such as hardpan, loose rock, concrete or other materials that can be removed by means other than drilling and blasting, but which for reasons of economy in excavating the CONTRACTOR chooses to remove by drilling and blasting.
- C. Unsuitable Material: For the purposes of classified excavation, unsuitable material shall be defined as material below subgrade elevation that exhibits excessive pumping or that does not meet density requirements due to unsatisfactory material as determined by Geotechnical Engineer.
- D. Degree of Compaction: Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 698 or ASTM D 1557 as specified, abbreviated below as a percent of laboratory maximum density.
- E. Topsoil: Material obtained from excavations, suitable for topsoils shall consist of friable clay loam, free from roots, stones, other undesirable material and shall be capable of supporting a good growth of grass.
- K. Native Material: Excavated material that has been stockpiled onsite for later re-use.
- L. Geotechnical Engineer: A representative of a commercial geotechnical testing laboratory which will be used by the CONTRACTOR to provide the required quality assurance testing.

1.05 DESIGN REQUIREMENTS

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1.06 SUBMITTALS

A. Product Data: Submit manufacturers' information for the following:

1. Each type of plastic warning tape.
2. Drainage filter fabric.
3. Separation fabric.

B. Samples: For the following:

1. 30-lb (14-kg) samples, sealed in airtight containers, of each proposed soil material from borrow sources.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

D. New York State Department of Environmental Conservation – 6NYCRR PART 375

1. Laboratory test results.

1.07 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

B. Regulatory Requirements

1. Town of Yorktown: Work of this Section shall conform to all requirements of the Town of Yorktown, Department of Parks and Recreation regulations and all applicable regulations of governmental authorities having jurisdiction including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Town of Yorktown, Department of Parks and Recreation regulations are given in this Section, the requirements of this Section shall govern.
2. New York State Department of Environmental Conservation
3. New York State Department of Transportation

1.09 DELIVERY, STORAGE, AND HANDLING

A. Protect material from the elements and from other damage on the site before, during, and after installation.

B. Items that are removed and reinstalled shall be removed and protected from damage. The Contractor shall replace in-kind damaged removed items including traffic signs, bollards, etc. at no additional cost to the satisfaction of the Town or Engineer

C. The Contractor shall replace in-kind for damage made to the existing curbs or structures at no additional cost to the satisfaction of the Town and Engineer.

PART 2: MATERIALS

2.01 DESCRIPTION

- A. General: Imported materials utilized for this Project shall be obtained from a source that has been licensed or permitted for such use by local and state authorities. The Contractor shall be required to submit evidence of such if so requested.
- B. All excavated materials which in the opinion of the Engineer are suitable for backfilling shall be stockpiled at the locations shown on the Contract Drawings for later re-use. All surplus materials and materials not suitable for backfill shall be removed from the site and disposed of by the Contractor. No additional payment will be made for this, but the cost thereof shall be deemed included in the price for the item for which work is being performed.
- C. Excavated Material: Excavated material from the existing parking lot (crushed stone) can be used as backfill under this item provided it meets the requirements for double washed stone, AASHTO No. 57 or double washed stone aggregate, AASHTO No. 2. No additional payment will be made for this, but the cost thereof shall be deemed included in the price for the item for which work is being performed.

2.02 BACKFILL MATERIAL

- A. All fill materials shall be free Materials containing excessive amounts of water, plastic clay, vegetation, organic matter, debris, pavement, construction debris, stones or boulders over 6 inches in greatest dimension, frozen material, and material which, in the opinion of the Engineer is unsuitable shall be immediately removed from the site..
 - 1. Imported soil or fill materials to the site shall be analyzed for the following chemical parameters using EPA methods. Volatiles, Semi-Volatiles, TAL Metals, Pesticides/Herbicides, PCB's. Concentrations shall be compared to the NYSDEC Technical Assistance Guidance Memorandum (TAGM) and approved by the ENGINEER. Samples shall be taken at a frequency of 1 per 5,000 cubic yards if originating from a natural borrow source and 1 per 1,000 cubic yards if manufactured or recycled.
- B. Select Granular Fill: Material for use in replacing undercut areas or in construction of embankments or where called for shall be approved by the Engineer and obtained from approved sources. Suitable soil materials shall be sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials conforming to NYSDOT Item 733-1101 and have the following gradation as determined by ASTM Designation D-422, Particle Size Analysis of Soils:

Sieve Size Max	% Passing by Weight
4 inch	100
No. 40	5 - 70
No.200	0 -15

Select Granular Fill, if ordered by the Engineer, shall be paid under Item 0801 Additional Miscellaneous Work. No payment will be made without the prior approval of the Engineer or Town.

- C. Granular Fill: Material for use as backfill where called for by the Engineer shall be approved by the Engineer and obtained from approved sources. Native material may be used as backfill provided it meets the gradation specified below. Granular fill shall consist of suitable soil materials and shall be sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials having the following gradation as determined by ASTM Designation D-422, Particle Size Analysis of Soils:

Sieve Size Max	% Passing by Weight
1 inch	100
No. 40	5 – 70
No.200	0 -15

Granular Fill, if ordered by the Engineer, shall be paid under Item 0801 Additional Miscellaneous Work . No payment will be made without the prior approval of the Engineer or Town.

PART 3: METHOD

3.01 DESCRIPTION

The Contractor shall perform the required work under this section in accordance with the conditions and requirements as specified. The Contractor shall perform and execute all necessary unclassified excavation required to finish the work needed to complete all items or as directed by the Engineer. The Contractor shall supply all labor and equipment to complete the work and will make provisions for sheeting, bracing or trench boxes for deep trench excavations. It is the Contractors obligation to make certain that grades stakes, benchmarks, and offset staking are in place and accurately reflect elevations as per the construction drawings.

Excavation shall generally be taken to mean the removal of soil, pavements, curbs, sidewalks, stumps, boulders, concrete and other material of any nature whatsoever that may be encountered.

The methods of excavation shall also be defined as the following.

- A. Conservation of Topsoil: Topsoil shall be removed as required without contamination with subsoil and stockpiled if the material is to be re-used convenient to areas for later application or at locations specified. Any surplus of topsoil from excavations and grading shall be stockpiled in location approved by the Town. A silt fence shall be installed on the downslope side and the stockpiles seeded.
- B. Conservation of Excavated Material: Excavated material from the existing parking lot shall be removed as required and stockpiled or spread at locations specified on the drawings. This material can be re-used provided they meet the requirements specified in Sub-paragraph 2.01 C above. The Town at their sole descretion may require any surplus material not being resued to be stockpiled or spread and stabilized relocated within the Granite Knolls Complex for re-use. A silt fence shall be installed on the downslope side and the stockpiles seeded. No additional payment will be made for this work.

The Contractor shall carefully protect all trees and shrubs and other landscape vegetation to remain and shall be protected as per specification "Site Restoration." The Town shall have the final authority on the removal of all trees if any and any existing features to remain. The Contractor at his expense in accordance with the Section 0601 Site Restoration and the General Conditions shall replace any trees removed contrary to the orders of the Town. The Contractor shall be responsible for any and all damages to property caused by the removals operations. All damaged trees and plants or improvements shall be replaced or restored to their original condition to the satisfaction of the Town. Further any new or existing improvements to remain shall also be protected throughout the construction of the project. The Contractor will be responsible at his expense to replace any improvements damaged by his company workers and those of any subcontractors under the Contractor.

All materials removed under this item, which are not to be reset, shall be promptly and legally disposed of offsite by the Contractor. Burning material shall not be allowed. No removed trees, shrubs, stumps, roots, wood chips or branches may be used as backfill.

3.02 PERFORMANCE AND LIMITS

A. General

All areas subject to earthwork shall be brought to the required elevations and grades by excavating, filling, and grading. Excavated materials found suitable by the Engineer, shall be used in making embankments and filling the low areas of the work, and at such places as the Engineer may direct. The soil shall be placed in successive horizontal layers not over six (6") inches in depth, extending across the entire fill. It shall be spread and shall then be thoroughly compacted by rolling with a self-propelling roller weighing not less than ten (10) tons to the satisfaction of the Engineer. In places where the use of this roller is impracticable or where subsurface or surface structures may be damaged a lighter weight one may be substituted or the area shall be compacted by mechanical tamping, all with the approval, and to the satisfaction of the Engineer. Any hollows and/or depressions which may result from rolling and compacting shall be filled with like or acceptable material, and the sub-grade shall again be compacted. This shall be repeated until all depressions are eliminated. Where clay or plastic soils are encountered rolling shall be done in such a manner as to avoid a plastic condition. In all cases these type soils should not be rolled when wet.

The Contractor shall make sure to level the bottoms of all excavations accurately to the limits and levels shown on the plans or as directed by the Engineer to receive the bottom of structures or other work supported on soil. Where the excavation limit has been exceeded by error on the part of the Contractor, the over excavated zone will be filled to the correct grade. At the discretion of the Engineer this zone will be filled with concrete or compacted crushed stone. The Contractor will not receive any additional payment for these corrective measures. Further all soft, wet, clay or other objectionable material below the proposed sub-grade shall be removed to the satisfaction of the Engineer. The excavated zone shall be brought up to sub-grade level with material acceptable to the engineer. Under foundations and structures, 3000 psi concrete will be used. Otherwise Crushed Stone will be used, placed in 6" lifts and fully compacted to the satisfaction of the Engineer. Payment shall be included in the item that requires this fill.

The Contractor shall protect the existing curbs and structures within the work area. Excavation shall proceed in a safe manner. The Contractor shall furnish and install temporary sheet piling or planks, braces and shores of good sound timber of adequate strength and shall remove such piling or shoring as the work progresses.

When the excavations have been completed to the required depth as shown on the contract drawings, the Contractor shall not proceed until the Engineer as inspected and approved the work.

3.03 PREPARATION

A. Compaction of the Subgrade – Special attention should be paid to the following requirements:

1. The subgrade below the reservoir course shall not be compacted.
2. The choker course and reservoir course shall not be compacted.
3. Any soft or yielding areas shall be removed and replaced with suitable material to as directed by the Engineer.

B. Protect all existing structures, utilities, sidewalks, curbs, pavements, and other facilities from damage caused by excavation, settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations. Existing utilities shall be protected as required to complete the work.

- C. Protect subgrades soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- D. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.04 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.05 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
 - 1. If Engineer determines that unsatisfactory soil is present, he shall direct the Contractor to remove and replace any unsuitable material with select material. The Contractor shall conduct his operations to allow the Engineer to measure the cross-sections before placing backfill.
 - 2. Additional excavation and replacement material as ordered by the Engineer will be paid for under Item 0801 Additional Miscellaneous Work.
 - 3. If unsatisfactory subgrade results from inadequate surface drainage or lack of maintenance, the Contractor shall excavate and replace the unsatisfactory material at his own cost. No additional payment will be made.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.06 EXCAVATION - GENERAL

- A. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 1. Excavation: shall within the limits of the project shall be performed to the lines and grades indicated on the contract drawings. Satisfactory excavation material to be re-used shall be transported and stockpiled. All unsuitable material including any soil which is disturbed by the CONTRACTOR's operations and surplus material not to be reused, shall be disposed of at locations off site secured by CONTRACTOR and approved by the Town. Excavations carried below the depths indicated shall, except as otherwise specified, be refilled to the proper grade with satisfactory material as directed. All additional work of this nature shall be at the CONTRACTOR's expense. Excavation and filling shall be performed in a manner and sequence that will provide drainage at all times. Excavations shall be kept free from water while construction therein is in progress. If the CONTRACTOR fails to provide adequate drainage and any material becomes soft or otherwise unsuitable as a result, such material shall be removed and replaced with satisfactory on-site material or borrow material from approved sources or shall be dried and recompacted as directed by the Engineer at no additional cost to the Town.

SECTION 0201

GRANITE KNOLLS SPORTS & RECREATION COMPLEX PARKING LOT

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2. Excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
3. Rock excavation includes removal, stockpiling and disposal of rock.

B. Unauthorized Excavation:

1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Town or the Engineer.
2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the Engineer.

C. Trench Excavation

1. Excavation for Trenches: Excavate to widths shown on the Drawings and depths indicated or required to establish indicated slope and invert elevations.
 - a. Produce an evenly graded, flat trench bottom at the subgrade elevation required for installation of pipe and bedding material.
 - b. Place backfill material directly into trench or excavation in lifts as shown on the Contract Drawings.

3.07 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, work shall not proceed without the approval of the Engineer.
 1. Additional excavation and replacement material will be paid for under Item 0801 Additional Miscellaneous Work.
- C. Proof Rolling – The Engineer may require that the subgrade be proof rolled with heavy pneumatic - tired equipment to identify soft pockets and areas of excess yielding.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.08 STORAGE OF SOIL MATERIALS

- A. Stockpile satisfactory excavated soil materials as specified above. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Contain stockpiles with silt fence.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.09 BACKFILL

Upon completion of excavation work and installation of the structures, utilities or other work required under that item the Contractor shall request an inspection prior to backfilling. Work shall not proceed prior to inspection and approval by the Engineer. No direct payment shall be made for re-handling of excavated materials for backfilling structures, nor for any other purposes necessary to complete the work as shown on the Contract Drawings, but the compensation will be considered as having been included in the base bid for this project. Re-handling of excavated materials shall be incidental to and shall be included in any additional work which resulted as an outcome of a change made to the Contract Drawings, and is ordered in writing by the Engineer. Backfilling inside of sheeting shall be placed before sheeting is removed.

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After areas and trenches have been excavated and structures constructed therein, the spaces around and above them shall be carefully backfilled with acceptable material. Backfill shall be placed on both sides of structures to approximately the same elevation at the same time. All backfill shall be thoroughly tamped and rammed in place in layers not over six (6) inches in depth, using rammers of a weight acceptable to the Engineer. If directed by the Engineer, the backfill shall be thoroughly saturated with water as it is placed. Backfill adjacent to foundation walls shall be pneumatically compacted only when permitted and under the supervision of the Engineer.

- A. Prior to back fill operations the following shall be completed to the satisfaction of the Engineer:
 - 1. Underground utilities including the new 4" underdrain shall be surveyed for record documents.
 - 2. All underground utilities shall be tested.

3.10 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. No stones larger than six (6) inches in any dimension shall be placed within two (2) feet of finished subgrade elevations under pavement or walks.

3.11 MOISTURE CONTROL

The Contractor shall furnish all materials, equipment and labor required to keep the site of the work free from water, ice and snow during construction. Shall provide ample means and equipment with which to promptly remove and dispose of all water and drainage during excavation and keep all excavations dry until the structures to be constructed are completed. Pipe laying or masonry construction will not be permitted if water is in the excavation. Prior to making a connection to an existing manhole or pipe line install a plug in the existing piping to prevent groundwater or drainage from entering. Leave the plug in place until its removal is directed by the Engineer.

Under no circumstances will completed portions of the work be used as a means of dewatering trenches, unless specifically provided for under a Specification Item, no direct payment will be made for dewatering, including the use of deep wells, but compensation therefore will be considered as being included in the unit prices bid for the various items of the Contract.

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 3 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF BACKFILLS AND FILLS

This section only applies to areas requiring compaction and as maybe directed by the Engineer.

- A. Place backfill and fill materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.

- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil as maybe required to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under structures, building slabs, steps, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 95 percent.
 - 2. Under walkways, scarify and re-compact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
 - 3. Under lawn or unpaved areas, scarify and re-compact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 85 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading; Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances;
 - 1. Lawn or Unpaved Areas; Plus or minus 1 inch (25 mm)
 - 2. Walks: Plus or minus 1 inch (25 mm).
 - 3. Pavements: Plus or minus ½ inch (13 mm).

3.14 FIELD QUALITY CONTROL

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to the specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Control Survey - Prior to commencement of this work, the Contractor shall check the existing benchmarks and reference points located on or out of the site as indicated. The Contractor shall establish newly standard benchmarks and control stakes for the work within the site as approved by the Engineer. A single benchmark must be established prior to any work and maintained by a licensed Surveyor of record during the entire construction process.
 - 1. Principal points – Principal points shall be established taking advantage of the existing reference points. Individual principal point posts shall be of wood, 4" x 4" size, with an indicating nail on the top, the surface of the post above the ground shall be painted white.
 - 2. Benchmarks - When establishing benchmarks within the site, a minimum of one (1) back and forth leveling operation shall be carried out. Establishment of temporary benchmarks and stakes shall be determined and performed by the Contractor. Temporary benchmark posts shall be of wood, 2" x 2" in size, with an indicating nail on the top, the surface of the post above ground shall be painted.
 - 3. Grade Verification: A certified survey shall be performed on a 25-foot grid to verify grade and elevation of the subgrade.

- F. Finished Grading: The finished surface of the subgrade shall have a finished grade in accordance with the Plans and Specifications. Final subgrade shall be established to within a tolerance of +/- .5" (.04') of the designed subgrade elevation.

3.15 USE OR DISPOSAL OF EXCAVATED MATERIAL

- A. All undesirable material, concrete, wood, metals, debris or any other deleterious material shall be removed from the site under this item. Clean select fill approved by the Engineer shall be used for backfill to replace the removed debris and shall be provided and placed under this item.
- B. Any structures to be abandoned shall be broken down and excavated or removed to a depth of four (4') feet below the finished surface. Structures with solid bottoms shall be sufficiently broken to allow for drainage and the void backfilled with suitable materials approved by the Engineer. Any open ends of abandoned pipes shall be plugged to the satisfaction of the Engineer.
- C. All excavated materials which in the opinion of the Engineer are suitable for backfilling shall be stored or placed within the limits of the Contract, where directed by the Town. All surplus materials and materials not suitable for backfill shall be removed from the site and disposed of by the Contractor. No additional payment will be made for this, but the cost thereof shall be deemed included in the price for the item for which work is being performed.
- D. Where service connections for sewer, water, electric or other utility are encountered in the excavations, the service through same shall not be interrupted or disturbed by the Contractor except on order and direction of the Engineer. In the event that there is a need to disturb or relocate an existing service connection the Contractor is to notify the Engineer and the owner of the service connection and supplier of the service and a plan of action established prior to any such disturbance.
- E. Where settling occurs before project acceptance, the Contractor shall remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing. The Contractor shall restore the appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.16 SAFETY COMPLIANCE

All shoring work shall meet or exceed the requirements of the New York State Department of Labor Industrial Code Rule 23 and Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction.

Utilities and Services: It is the Contractor's responsibility to detect and protect existing utilities (to remain) from damage during construction. Prior to the start of construction the Contractor is required to notify:

1. UFPO (Underground Facilities Protective Organization) (800) 272-4480 (non-members must be contacted separately)
2. 16 NYCRR Part 753 "Protection of Underground Facilities" mandates that the Contractor notify all underground facility operators in the area no less than two (2) and not more than ten (10) business days before the start of excavation to ensure that utility service lines are properly marked prior to excavation.

The Contractor's obligation to protect utilities is not relieved by calling the One Call Center. The Contractor shall understand that not all utilities may be located and he is responsible to locate other utilities, to the best of his ability, using electronic probes, or other methods, prior to the start of excavation. The Contractor shall then proceed cautiously and perform hand excavation, as necessary, to protect the utility as directed by the Engineer and the operator of the utility, at no extra cost. If a utility is inadvertently damaged, it is the Contractors responsibility to restore that utility to operating condition, equal to that existing prior to damage. The Contractor shall remain at the site with the damaged utility until it has been restored and there is no danger to the public (i.e., exposed live electrical wires, etc.).

PART 4: MEASUREMENT AND PAYMENT

4.01 DESCRIPTION

The cost for this work item shall be included in the **Project Lump Sum** bid and shall include the cost of all labor, materials and equipment necessary for excavation, grading, backfilling, clearing and removal of all objectionable material within the limits shown on the Contract Drawings and not specifically included in other bid items and required to complete the proposed improvements of the project in the areas designated in the Contract Documents and specified herein. Work shall include but not be limited to the following:

1. Excavation – General
2. Backfilling and compaction as required.
3. Dewatering or addition of water as required.
4. Stockpiling of excavated mateial, protection of excavations and existing curbs and structures.
5. Proper disposal of excess and unsuitable materials resulting from earthwork operations.

END OF SECTION

SECTION 0301

UNDERDRAIN

PART 1: WORK

1.01 DESCRIPTION

Under this item the Contractor shall furnish and install 4" Perforated High Density Polyethylene (HDPE) drainage pipe and appurtenances. The drainage pipe shall be installed at the locations and grades shown on the Contract Drawings including excavation, backfill, connections, the removal of surplus material and cleaning up at the locations shown on the Contract Documents and these specifications or as directed by the Engineer or Village. The pipe and all fittings shall conform to these Specifications and the Contract Drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0101 Erosion and Sediment Control
- B. Section 0102 Survey and Stakeout
- C. Section 0201 Earthwork
- D. Section 0301 Underdrain System
- E. Section 0401 Pavement Markings
- F. Section 0501 Site Restoration
- G. Section 0601 Site Mobilization and Demobilization
- H. Section 0701 Additional Miscellaneous Work

1.03 REFERENCES

References and industry standards listed in this Section are applicable to the Work in this Section unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

- A. American Society of Testing and Materials
 - 1. ASTM F2306 Standard Specification for 12 to 60 in. [300 to 1500 mm] Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications
 - 2. ASTM F2736 Joints for Sewer Pipe Standard Specification for 6 to 30 in. (152 To 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
 - 3. ASTM F2487 Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Corrugated High Density Polyethylene and Polypropylene Pipelines
 - 4. ASTM D3350 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
 - 5. ASTM D 2321 Underground Installation of Thermoplastic Pipe (non-pressure applications)
 - 6. ASTM F 1668 Construction Procedures for Buried Plastic Pipe
- B. American Association of State and Highway Transportation Officials
 - 1. AASHTO M 294 Standard Specification for Corrugated Polyethylene Pipe

1.04 DEFINITIONS

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1.05 DESIGN REQUIREMENTS

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1.06 SUBMITTALS

- A. Product Data: Manufacturer's specifications (including dimensions, allowable height of cover information, and installation instructions).

1.07 QUALITY ASSURANCE

A. Regulatory Requirements

1. Town of Yorktown: Work of this Section shall conform to all requirements of the Town of Yorktown regulations and all applicable regulations of governmental authorities having jurisdiction including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Town of Yorktown regulations are given in this Section, the requirements of this Section shall govern.

2. New York State Department of Environmental Conservation

PART 2: PRODUCTS AND MATERIALS

2.01 MANUFACTURERS

- A. Advanced Drainage Systems, Inc., 3300 Riverside Dr., Columbus, OH 43221; (614) 457-3051;

2.02 MATERIALS

- A. High Density Polyethylene (HDPE) drainage pipe and appurtenances B. Gaskets shall conform to ASTM F 477 having certain dimensions.
- B. Crushed stone shall be 3/4"-inch double washed stone.
- C. Geotextile Fabric - The geotextile filter fabric shall be a woven polypropylene geotextile which meets AASHTO M288-96 Specifications for Stabilization and Separation – Class 3.

PART 3: METHOD

3.01 EXCAVATION AND PREPARATION OF TRENCH

Excavate the trench in open cut from the surface of the ground, except where otherwise indicated on the Plans. The Contractor will be responsible for the protection of all existing adjacent piping, structures and other utilities and will repair any damage at his own expense.

Limit the length of trench to be excavated each day to that length which can be backfilled before the completion of work each day. In open field areas, the trench may be excavated ahead of pipe laying, but in no case will trench excavation be made more than two hundred linear feet in advance of pipe laying. Excavate the trench to the depth required so as to provide a uniform and continuous bearing and support for the compacted bedding and the pipe as detailed on the Plans. Trenches excavated below the specified grade will be brought back to grade as per the detail by filling with existing soil fill or crushed stone bedding and thoroughly compacted as directed by the Engineer and at no cost to the Village. The Engineer may specify the method to be used at his discretion based on subsoil conditions.

Stockpile all excavated material in such a manner so as not to endanger the work or to limit free access to all parts of the work. Maintain access to utility valve boxes, manholes and fire hydrants at all times. Material deemed unsuitable by the Engineer for backfilling, will be removed from the site and disposed of as directed by the Engineer. Stockpile excess material suitable for backfilling about the job site, for use as backfill for any settlement that may occur subsequent to the initial trench backfilling. All excavated unsuitable materials must be replaced by clean fill approved by the Engineer. Surplus excess material, which is suitable for backfill, is the property of the Village and will be disposed of as directed, within two miles of the site of the work or as directed by the Engineer. All disposal areas will be leveled and graded as directed by the Engineer. No additional payment will be made for replacement material.

It is the Contractors responsibility to properly dispose of any materials to be removed off-site as per all sections of these specifications. The Contractor is responsible to find a legitimate disposal site and must obtain any permits or licenses required for proper disposal. The Contractor is responsible for any fees or fines associated with the proper disposal of any materials outline in all sections of these specifications.

3.02 STEEL TRENCH BOXES

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3.03 TEMPORARY SHEETING

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3.04 DEWATERING

Provide ample means and equipment with which to promptly remove and dispose of all water and drainage during excavation, and keep all excavations dry until the structures to be constructed are completed. Pipe laying or masonry construction will not be permitted if water is in the excavation. Prior to making a connection to an existing manhole or pipe line install a plug in the existing piping to prevent groundwater or drainage from entering. Leave the plug-in place until its removal is directed by the Engineer.

Under no circumstances will completed portions of the work be used as a means of dewatering trenches.

Unless specifically provided for under a Specification Item, no direct payment will be made for dewatering, including the use of deep wells, but compensation therefore will be considered as being included in the unit prices bid for the various items of the Contract.

3.05 PIPE LAYING

Proper equipment, tools and facilities, satisfactory to the Engineer will be provided and used by the Contractor for the safe and efficient prosecution of the work.

Handle pipe and all materials used in storm drainage construction so as to prevent damage to the materials and protective coatings or linings.

Carefully clean all pipe and fittings to remove any foreign material which may have fallen into the pipe. Take every precaution to prevent foreign material from entering the pipe while it is being placed in the line.

Do not place tools, clothing or other material and equipment in the pipe during the laying operations. When pipe laying is not in progress, close the open end of the pipe with a watertight plug or other means approved by the Engineer. This provision will apply during the noon hour as well as overnight or any time when pipe laying is not in progress.

If water is in the trench, leaving the plug in place until the trench is pumped completely dry. Do not lay pipe in water or when, in the opinion of the Engineer, trench conditions are unsuitable.

Use a laser beam or grade string and batter boards for line and grade, to set the final position of each length of pipe. Keep three batter boards with grade string in place at all times during pipe laying. When the gradient of the pipe line to be constructed is less than 0.40 feet per hundred feet, set the batter boards from reference points by use of an engineer's level. Generally, all pipe laying will proceed in an uphill direction with the bell ends of the pipe facing the direction of laying.

Do not use blocking of any sort to support the pipe except as a temporary method of holding the pipe in position for assembly. Remove temporary blocks during initial backfilling and tamping. Secure the pipe in place with backfill material placed as specified. Provide sufficient backfill to prevent flotation of the pipe.

Where pipe is cut to fit into manholes the work will be done in a satisfactory manner so as to leave a smooth end at right angles to the axis of the pipe.

3.06 JOINTING

Provide for and install all joints, couplings, fittings, rings and connections as per manufacturers' instructions and applicable ASTM and AASHTO Standards. Clean joint contact surfaces immediately prior to jointing. Use lubricants, primers, or adhesives as recommended by the pipe or joint manufacturer. Prior to the start of work, pipe layers will be instructed by a representative of the pipe manufacturer in the proper method to be used and the Contractor will insure that these methods are followed. The Contractor will keep on file in his field office, written installation instructions from each manufacturer of pipe used on the Project. These installation instructions will always be available to the Engineer.

3.07 CONNECTIONS

1. Make connections to existing pipe by using a galvanized steel "dimple"-type coupling or HPDE approved fittings. Remake damaged existing joints.
2. Make connections to existing manholes and drainage structures by cutting into the manhole or drainage structure.
3. If the pipe, manholes or other structures with which connections are to be made have not yet been installed, install the pipe to a point directed by the Engineer and plug or cap the end in a satisfactory manner.

3.08 BACKFILLING

A. BACKFILLING STRUCTURES

As manholes and the various structures or parts of structures are completed, fill the space outside and around the walls with material excavated from the site and stored for the purpose. Between the structures and the adjacent unexcavated material, place the backfill in twelve (12") inch layers and compact with approved, flat-faced mechanical tampers, to avoid future settlement. Place the fill evenly to such a height as will bring the finished grade up to the required elevations. Manholes set in the pavement shall be backfilled in accordance with the Backfilling Trenches section below.

B. BACKFILLING TRENCHES

Upon completion of pipe laying, start backfilling immediately, and continue so that at the end of the working day all pipe is completely backfilled. Where shown on the Plans or required by governmental agencies, backfill all trenches completely so that the construction area is in a passable condition at the end of each working day.

1. Bottom of Trench

Place backfill continuously by hand in layers not exceeding six (6") inches in thickness and carefully and thoroughly consolidate by tamping alternately on both sides of the pipe to a height of twenty-four (24") inches above the top of the pipe with selected material. The selected material will be free from stones larger than one (1") inch in diameter, frozen material, lumber, pavement or rubbish. In no case will material be allowed to fall directly on a pipe from a bucket, and in all cases the bucket must be lowered so that the shock of the falling earth will not injure the pipe or structure.

2. Upper Trench

Backfill placed more than twenty-four (24") inches above the top of the pipe will be free of stones eight (8") inches in diameter or larger.

C. BACKFILLING MATERIAL REQUIREMENTS

Pipe foundations, to a depth of one (1') foot above the pipe, shall be placed in 12-inch layers and thoroughly compacted by approved mechanical methods to ensure firm bedding and side support. The density requirement is 95% minimum compaction in accordance with ASTM Method D1557.

When backfill reaches one (1') foot above the top of the pipe, the entire surface shall be compacted by mechanical means. The remainder of the trench shall be backfilled in layers not exceeding eighteen (18") inches thick and each layer thoroughly compacted with a vibratory tamper, up to four (4) feet under pavement (below bottom of pavement base).

The upper four (4') feet shall be compacted using hand-guided or small self-propelled vibratory or static rollers or pads in layers not exceeding twelve (12') inches in thickness.

1. In Open Areas

Backfilling trenches more than twenty-four (24") inches above the top of pipe in areas where roadways, sidewalks, driveways, utilities, fences or curbing do not exist or will not be constructed may be done with bulldozer or power shovel except as otherwise noted on the Plans. Where backfilling is permitted with bulldozer or power shovel, provide supervision in addition to the machine operator at the point of backfilling to carefully supervise this operation. Backfill material must not be dropped directly in the open trench. Slide the backfill down the inclined face of the material in the trench.

Where sufficient satisfactory backfill material is unavailable at the excavation site, provide such material from stockpiled surplus. If surplus material is not available on the site the Contractor shall furnish suitable fill material. No additional payment will be made for this work.

2. Under Utilities

Utilities crossing or located within the trench will be protected and supported by placing three-quarter (3/4") inch crushed stone bedding below the utility to the subgrade of the trench. The crushed stone bedding will be confined by driving timber sheeting in the trench a minimum of two (2') feet from each side of the utility pipe or conduit. The timber sheeting will be left in place and will be extended to a point two (2') feet below the pipe or conduit. The crushed stone bedding will be placed and compacted to the center of the utility pipe or conduit. The crushed stone bedding will be placed and compacted to the center of the utility pipe or conduit to provide a stable permanent bedding for the utility.

PART 4: MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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4.02 BASIS OF PAYMENT

Payment for all Work under this item shall be the **Lump Sum Bid** and shall include the cost of all labor, materials and equipment necessary to complete the work specified under this section and as listed within the limits shown on the Contract Drawings and these Specifications and as directed by the Engineer or Town.

END OF SECTION

SECTION 0401

POROUS ASPHALT PAVEMENT

PART 1: WORK

1.01 DESCRIPTION

Under this Work, the Contractor shall furnish and install new porous asphalt pavement as shown on the typical details contained in the Contract Drawings. This item includes the choker course material, reservoir course material, geogrid and geotextile fabric, to the depths and thicknesses shown. Final grading and preparation of the subgrade including saw cutting, removal of the existing asphalt pavement, sub-base material, no additional payment will be made for this work. The Contractor shall coordinate his work and shall allow ample time and facility for the Work of other Sections to be installed.

Final paving will not be permitted until completion of all site work which would no longer require any activity or use of heavy equipment which would cause damage. Included in this item of work are the following item numbers:

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0101 Erosion and Sediment Control
- B. Section 0102 Survey and Stakeout
- C. Section 0201 Earthwork
- D. Section 0301 Underdrain System
- E. Section 0402 Asphalt Pavement
- F. Section 0501 Pavement Markings
- G. Section 0501 Site Restoration
- H. Section 0701 Site Mobilization and Demobilization
- I. Section 0801 Additional Miscellaneous Work

1.03 REFERENCES

In general, all work and materials will conform to the latest revision and addenda to the New York State Department of Transportation Standard Specifications for Construction and Materials, which is referred to herein as NYSDOT Standard Specifications dated May 1, 2026.

- A. General Porous Asphalt Bituminous Paving and Groundwater Infiltration Beds, specification by UNH Stormwater Center, October, 2009.
- B. Design, Construction, and Maintenance Guide for Porous Asphalt Pavements, Information Series 131, National Asphalt Pavement Association (NAPA), November 2008. <http://www.asphaltpavement.org/>
- C. Design, Construction, and Maintenance of Open-Graded Friction Courses, Information Series 115, NAPA, May, 2002. <http://www.asphaltpavement.org/>
- D. ASTM Standards, American Society for Testing and Materials, Philadelphia, PA, 2014 or latest edition. <http://www.astm.org/Standard/>
- E. The American Association of State Highway and Transportation Officials (AASHTO), 2014 or latest edition. <http://www.lhs.com/products/industry-standards/organizations/aashto/index.aspx>
- F. Section 02725 - General Porous Pavement and Groundwater Infiltration Beds, specification from NAPA Porous Asphalt Seminar handout, Cahill Associates, Inc., 2004.

1.04 DEFINITIONS

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1.05 DESIGN REQUIREMENTS

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1.06 SUBMITTALS

A. Quality Control Submittals:

1. The Contractor shall submit a mix design at least 10 working days prior to the beginning of production.
2. Plant name and location of asphalt concrete supplier.
3. Delivery receipts and certificates of asphalt products.
4. Geosynthetics – Manufacturer's Specifications.
5. Certifications for the following:
 - a. Material gradation analysis for choker course, reservoir course
 - b. Maximum wash loss for choker course, reservoir course
 - b. Minimum durability index for choker course, reservoir course
 - d. Maximum abrasion loss for choker course, reservoir course
 - e. Air voids for the reservoir course
 - f. Gradation, wear, fracture faces (fractured and elongated) for the coarse aggregate

1.07 QUALITY ASSURANCE

A. Field Testing: Asphalt Pavement shall be tested according to NYSDOT Standard Specifications, Section 404. The Contractor shall hire an independent testing agency to conduct asphalt testing.

B. All materials, methods of construction, and workmanship shall conform to applicable requirements of AASHTO, ASTM Standards,

C. Regulatory Requirements

1. Town of Yorktown: Work of this Section shall conform to all requirements of the Town of Yorktown regulations and all applicable regulations of governmental authorities having jurisdiction including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Town of Yorktown regulations are given in this Section, the requirements of this Section shall govern.
2. New York State Department of Environmental Conservation
3. New York State Department of Transportation

1.08 DELIVERY, STORAGE, AND HANDLING

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1.09 PROJECT CONDITIONS

A. Environmental Requirements:

1. Discontinue paving when surface temperatures fall below requirements listed in NYSDOT Table 404-2

2. Do not place asphalt concrete on wet surfaces, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.

PART 2: MATERIALS

2.01 MATERIALS

All materials shall conform to AASHTO Designation shown on the Contract Drawings.

2.01A CHOKER COURSE

The choker course stone shall conform to AASHTO No. 57 (1/2" To 1-1/2") double washed stone. of loose spread lifts shall not exceed those permitted by the type and classification of the compactor utilized.

US Standard Sieve Size Inches (mm)	Percent Passing (%)
1.5 (37.5)	100
1 (25.0)	95-100
0.75 (19.0)	--
0.5 (12.5)	25-60
0.375 (9.5)	--
#4 (4.75)	0-10
#8 (2.36)	0-5
% Compaction ASTM D698/AASHTO T99	95

2.01B RESERVOIR COURSE

The reservoir course stone shall conform to AASHTO No. 2 (1-1/2" To 2-1/2") double washed stone.

US Standard Sieve Size Inches (mm)	Percent Passing (%)
3	100
2.5	90-100
2	35-70
1.5 (37.5)	0-15
1 (25.0)	0
0.75 (19.0)	0-5

2.01C POROUS ASPHALT TOP COURSE

The porous shall have the following properties:

Asphalt Mix: 1/2" Nominal Max Aggregate Size
18% Air Voids
Draindown < 0.3%

Material shall consist of performance grade asphalt binder (PGAB), coarse and fine aggregates, and optional additives such as polymer modified asphalt (PMA), fibers, or other select additives. Materials shall meet the requirements of the NAPA's Design, Construction, and Maintenance of Open-Graded Friction Courses, Information Series 115 (2002) and Design, Construction, and Maintenance Guide for Porous Asphalt Pavements, Information Series 131, except where noted otherwise below or approved in writing by the Engineer.

2.01D SUBGRADE REINFORCEMENT

Roadway sub-base reinforcement shall be Tensar TX5 as manufactured by the Tensar Corporation, 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 or approved equal.

PART 3: METHOD

3.01 DESCRIPTION

All pavements will be constructed in accordance with NYSDOT Standard Specifications unless otherwise specified. The application of the permanent pavement may be done by a paving Contractor accepted by the Engineer.

Upon completion of subgrade work, the Engineer shall be notified and shall inspect at his/her discretion before proceeding with the porous media bed installation.

3.02 SUBGRADE

- A. If specified on plans, install subgrade reinforcement on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
1. The existing native subgrade material under all bed areas shall NOT be compacted or subject to excessive construction equipment traffic prior to stone bed placement. Compaction is acceptable if an impermeable liner is used at the base of the porous asphalt system and infiltration is not desired.
 2. Where erosion of the native material subgrade has caused accumulation of fine materials and/or surface ponding at the base of the excavation, this material shall be removed with light equipment and the underlying soils scarified to a minimum depth of 6 inches (15 cm) with a York rake or equivalent and light tractor.
 3. Bring subgrade of stone porous media bed to line, grade, and elevations indicated. Fill and lightly regrade any areas damaged by erosion, ponding, or traffic compaction before the placing of the stone. All bed bottoms are level grade to promote uniform infiltration.

3.03 SUBBASE REINFORCEMENT

Prepare the subgrade by compacting and grading the existing subgrade to the required elevation. Install Tensar TX5 geogrid over the prepared subgrade. The geogrid installation shall be in compliance with Tensar published installation guidelines

3.04 CHOKER & RESERVOIR COURSE

Upon completion of subgrade work, the Engineer shall be notified and shall inspect at his/her discretion before proceeding with the porous media bed installation.

1. Install reservoir coarse aggregate in lifts no greater than 8-inches (20 cm). Lightly compact each lift with equipment, keeping equipment movement over storage bed subgrades to a minimum. Install aggregate to grades indicated on the drawings.
2. Install choker base course (see Materials section) aggregate evenly over surface of filter blanket bed, sufficient to allow placement of pavement, and notify Engineer for approval. Choker base course thickness shall be sufficient to allow for even placement of the porous asphalt but no less than 4-inches (10 cm) in depth.

3.05 POROUS ASPHALT TOP COURSE

Work under this item shall consist of placing a compacted pavement course in accordance with these Specifications and in reasonably close conformity with the required lines, grades, thicknesses and typical sections as shown on the Contract Documents or established by the Engineer.

1. The mixing plant, hauling and placing equipment, and construction methods shall be in conformance with NAPA IS 131 and applicable sections of the state DOT's specification for asphalt mixes.
2. The pavement shall be so constructed that the final compacted thickness is as near to the nominal thickness as is practical. A tolerance not to exceed one-quarter (1/4") inch from the nominal thickness will be acceptable.
3. The surface shall be tested with a sixteen (16') foot straight edge or string line placed transversely to the center line of the street on any portion of the street surface. Variations exceeding one-quarter (1/4") inch shall be satisfactorily eliminated or the pavement re-laid at no additional cost to the Town. The mixture shall be transported from the mixing plants to the work site in tight vehicles previously cleaned of all foreign materials and each load shall be covered with canvas or other suitable material of sufficient size and thickness to protect it from weather conditions. The mixture shall be laid upon a clean dry surface, spread and struck off to the established grade and elevation. Approved bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.
4. The bituminous pavers shall be in the charge of an experienced operator.
5. The placing of the mixture shall be continuous at a desired rate of not less than fifty (50) tons per hour. The Engineer, or his representative, may permit a lesser rate if satisfactory results are achieved. Upon arrival at the site, the mixture shall be dumped into the paver and immediately spread and struck off to the width required, and placed to a loose depth so that when the work is completed, the required compacted thickness of the mixture will be obtained.
6. Before any rolling is started, the finished surface struck off by the paving machine shall be checked and any surface irregularities adjusted. Immediately after the bituminous mixture has been placed, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking and shoving. Under no circumstances will compaction be permitted if the mix temperature drops below 200° F. Said material shall be removed from the site.
7. The course shall be initially rolled with an approved ten (10) to twelve (12) ton steel wheel tandem roller. During the initial rolling, the roller shall travel parallel to the centerline of the pavement, beginning at each edge and working toward the center, overlapping on successive trips by one-half the width of the roller. Immediately following the initial rolling, the course shall be rolled with a ten (10) to twelve (12) ton steel wheel roller a minimum of eight (8) passes per lane.
8. Conditioning of Existing Surface. Contact surfaces such as curbing, gutters, and manholes shall be painted with a thin, uniform coat of Type RS-1, or equivalent emulsified asphalt immediately before the asphalt mixture is placed against them.
9. Temperature Requirements. The temperature of the asphalt mixture, at the time of discharge from the haul vehicle and at the paver, shall be between 135-163°C (275 to 325°F), within 6 °C (10 °F) of the compaction temperature for the approved mix design

10. Spreading and Finishing. The Porous Asphalt should be placed in two lifts at 1.5 to 2 inches (4 - 6 cm). One lift is not recommended because uniform compaction is difficult to achieve. Great care must be taken to insure that the porous asphalt layers join completely. This means: keeping the time between layer placements minimal; keeping the first layer clear from dust and moisture, and minimizing traffic on the first layer. However care should be taken to allow sufficient time for the asphalt placement to set, generally the following day or when the surface temperature of the first lift cools to 38°C (100 °F). Two lifts affords better compaction of the entire lift, especially in colder weather and for large sites. It also provides access to the site for finish work such as curbing. Care must be taken to not damage or impair permeability of the base course if a multiple lift scenario is chosen. If significant site work will take place between placement of base and wearing courses higher durability mixes should be used for both layers.
11. The Contractor shall protect all exposed surfaces that are not to be treated from damage during all phases of the pavement operation. The asphalt mixture shall be spread and finished with the specified equipment. The mixture shall be struck off in a uniform layer to the full width required and of such depth that each course, when compacted, has the required thickness and conforms to the grade and elevation specified. Pavers shall be used to distribute the mixture over the entire width or over such partial width as practical. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture shall be spread and raked by hand tools.
12. Material shall not be produced so late in the day as to prohibit the completion of spreading and compaction of the mixture during daylight hours, unless night paving has been approved and established for the project.
13. No traffic will be permitted on material placed until the material has been thoroughly compacted and has been permitted to cool to below 38 °C (100 °F). The use of water to cool the pavement is not permitted. The Engineer reserves the right to require that all work adjacent to the pavement, such as guardrail, cleanup, and turf establishment, is completed prior to placing the wearing course when this work could cause damage to the pavement. On projects where traffic is to be maintained, the Contractor shall schedule daily pavement operations so that at the end of each working day all travel lanes of the roadway on which work is being performed are paved to the same limits.
14. Immediately after the asphalt mixture has been spread, struck off, and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The compaction objective is 16% - 19% in place void content (Corelock).
15. Breakdown rolling shall occur when the mix temperature is between 135-163°C (275 to 325°F). This is typically achieved with 1-2 passes with a 7.5 – 10 ton vibratory roller.
16. Finish rolling shall occur when the mix temperature is between 66-93°C (150 to 200°F). This is typically achieved with a 1-ton roller with no vibratory compaction. Finish rolling is largely aesthetic and done for a smooth finished surface. Care should be taken so as to not continually roll the same location for instance back and forth to a water source. The cessation temperature occurs at approximately 79°C (175°F), at which point the mix becomes resistant to compaction. If compaction has not been performed at temperatures greater than the cessation temperature, the pavement will not achieve adequate durability. The temperatures referenced here are guidelines and have been used in the field to oversee successful porous asphalt installations.
17. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving.

18. Rollers or oscillating vibratory rollers, ranging from 7.5 – 10 tons, shall be used for breakdown compaction. The number, mass (weight), and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. Generally, one breakdown roller will be needed for each paver used in the spreading operation.
19. To prevent adhesion of the mixture to the rollers, rollers shall be kept moist with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted.
20. Along forms, curbs, headers, walls, and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot or lightly oiled hand tampers, smoothing irons or with mechanical tampers. On depressed areas, either a trench roller or cleated compression strips may be used under the roller to transmit compression to the depressed area.
21. Other combinations of rollers and/or methods of compacting may be used if approved in writing by the Engineer, provided the compaction requirements are met.
22. The speed of the roller shall be slow and uniform to avoid displacement of the mixture, and the roller should be kept in as continuous operation as practical. Finish rolling shall continue below the threshold temperature until all roller marks and ridges have been eliminated.
23. Rollers will not be stopped or parked on the freshly placed porous asphalt.
24. It shall be the responsibility of the Contractor to conduct whatever process control the Contractor deems necessary. Acceptance testing will be conducted by the Engineer using cores provided by the Contractor.
25. Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture. The mixture shall be compacted to conform to the surrounding area. Any area showing an excess or deficiency of binder shall be removed and replaced. These replacements shall be at the Contractor's expense.
26. If the Engineer determines that unsatisfactory compaction or surface distortion is being obtained or damage to highway components and/or adjacent property is occurring using vibratory compaction equipment, the Contractor shall immediately cease using this equipment and proceed with the work in accordance with the sixth paragraph of this subsection.

Butt joints shall be formed by cutting the pavement in a vertical plane at right angles to the centerline, at locations approved by the Engineer. The Engineer will determine locations by using a straightedge at least 3 m (10 feet) long. The butt joint shall be thoroughly coated with Type RS-1 or equivalent emulsified asphalt just prior to depositing the pavement mixture when pavement resumes.

Longitudinal joints that have become cold shall be coated with Type RS-1 or equivalent emulsified asphalt before the adjacent mat is placed. If directed by the Engineer, joints shall be cut back to a clean vertical edge prior to applying the emulsion.
27. Joints. Joints between old and new pavements or between successive day's work shall be made to ensure a thorough and continuous bond between the old and new mixtures. Whenever the spreading process is interrupted long enough for the mixture to attain its initial stability, the paver shall be removed from the mat and a joint constructed.

28. Surface Tolerances. The surface will be tested by the Engineer using a straightedge at least 3 m (10 feet) in length at selected locations parallel with the centerline. Any variations exceeding 9.5 mm (3/8 inch) between any two contact points shall be satisfactorily eliminated. A straightedge at least 3 m (10 feet) in length may be used on a vertical curve. The straightedges shall be provided by the Contractor.
29. Work shall be done expertly throughout, without staining or injury to other work. Transition to adjacent impervious asphalt pavement shall be merged neatly with flush, clean line. Finished pavement shall be even, without pockets, and graded to elevations shown on drawing.
30. Repair of Damaged Pavement. Any existing pavement on or adjacent to the site that has been damaged as a result of construction work shall be repaired to the satisfaction of the Engineer without additional cost to the Owner..
32. The bituminous plant mix shall not be placed on any wet surface, or when the surface temperature is less than 45°F (7.2°C), when weather conditions otherwise prevent the proper handling or finishing of the bituminous mixture as determined by the Engineer, or his representative.
33. The bituminous top course shall only be placed during the period of April 1 to November 15 or as directed by the Engineer.

PART 4: MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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4.02 BASIS OF PAYMENT

Payment for all Work under this item shall be at the **Lump Sum** price bid and shall include the cost of furnishing all labor, materials and equipment including but not limited to the removal of any pavement, raising of all manhole frames; saw cutting and cleaning of pavement edges; final grading including sub-base material, supplying; sub-base reinforcement, supplying and applying permanent bituminous concrete pavement, and furnishing of all labor, materials, tools, equipment and incidental work and the removal and disposal of surplus material required to complete the work in accordance with the Contract Drawings and Specifications, to the satisfaction of the Engineer or Town.

The Engineer's estimate of quantity of asphalt pavement for comparing bids is approximate. The aforesaid quantity may be adjusted as required by the work.

END OF SECTION

SECTION 0402

ASPHALT PAVEMENT

PART 1: WORK

1.01 DESCRIPTION

Under this Work, the Contractor shall furnish and install new asphalt pavement including subgrade reinforcement as shown on the typical details contained in the Contract Drawings. This item includes the sub-base material, binder course, tack coat and top course to the depths and thickness shown. Final grading and preparation of the subgrade including saw cutting, removal of the existing asphalt pavement, sub-base material and binder course shall be included and shall be incidental to this work. No additional payment will be made for the tack coat or any work deemed necessary for completion of this work. The Contractor shall coordinate his work and shall allow ample time and facility for the Work of other Sections to be installed.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0101 Erosion and Sediment Control
- B. Section 0102 Survey and Stakeout
- C. Section 0301 Underdrain System
- D. Section 0401 Porous Asphalt Pavement
- E. Section 0501 Pavement Markings
- F. Section 0601 Site Restoration
- G. Section 0701 Site Mobilization and Demobilization
- H. Section 0801 Additional Miscellaneous Work

1.03 REFERENCES

In general, all work and materials will conform to the latest revision and addenda to the New York State Department of Transportation Standard Specifications for Construction and Materials, which is referred to herein as NYSDOT Standard Specifications dated May1, 2026.

1.04 DEFINITIONS

THIS SECTION LEFT BLANK

1.05 DESIGN REQUIREMENTS

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1.06 SUBMITTALS

- A. Quality Control Submittals:
 - 1. Plant name and location of asphalt concrete supplier.
 - 2. Delivery receipts and certificates of asphalt product.
 - 3. Geosynthetics – Manufacturer's Specifications.

1.07 QUALITY ASSURANCE

- A. Testing Agency Qualifications: The Contractor shall hire an Independent Testing Agency testing agency asphalt testing as required.
- B. Field Testing: Asphalt Pavement shall be tested according to NYSDOT Standard Specifications, Section 404.
- C. Regulatory Requirements
 - 1. Town of Yorktown: Work of this Section shall conform to all requirements of the Town of Yorktown regulations and all applicable regulations of governmental authorities having jurisdiction including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Town of Yorktown regulations are given in this Section, the requirements of this Section shall govern.
 - 2. New York State Department of Environmental Conservation
 - 3. New York State Department of Transportation

1.08 DELIVERY, STORAGE, AND HANDLING

THIS SECTION LEFT BLANK

1.09 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Discontinue paving when surface temperatures fall below requirements listed in DOT Table 404-2.
 - 2. Do not place asphalt concrete on wet surfaces, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.

PART 2: MATERIALS

2.01 MATERIALS

All materials will conform to NYSDOT Standard Specifications. The permanent pavement used on all roads, shoulders, driveways and parking areas will be bituminous concrete pavement conforming to NYSDOT Standard Specifications, Section 404.

2.01A FOUNDATION COURSE FOR ROADWAY - SUBBASE MATERIAL

The foundation course shall consist of placing a compacted layer of New York State D.O.T. Item 304.11000008 Subbase Course material as specified in the NYSDOT Standard Specifications, dated May 1, 2026, upon a properly prepared sub-grade to a depth as shown on the Contract Drawings. Prior to placing the foundation course, the finished sub-grade surface shall not extend above the design elevation at any location. The foundation material shall be spread on the grade by a procedure that minimizes particle segregation. The depth of loose spread lifts shall not exceed those permitted by the type and classification of the compactor utilized. Water shall be added in such

amounts as the Engineer, or his representative, may consider necessary to secure satisfactory compaction. The final surface of the foundation course shall be fine graded so that, after final compaction and just prior to placement of the binder pavement course, the surface elevation shall not vary more than one-quarter inch above or below the design line and grade shown on the Contract Drawings. The surface shall be completed to the above tolerance and approved by the Engineer, or his representative, prior to placing of the binder course. If, after approval, the foundation course becomes displaced or disturbed in any way for any reason, the Contractor shall repair and re-grade and damaged areas to the satisfaction of the Engineer, or his representative, prior to placing the binder course.

2.01B HOT MIX ASPHALT CONCRETE BINDER

Work under this item shall consist of placing NYSDOT Item No. 404.1979-19 F9 Binder Course Asphalt as shown on the Contract Drawings, material as specified in the NYSDOT Standard Specifications, dated May 1, 2026 or as required by the Engineer.

2.01C HOT MIX ASPHALT CONCRETE TOP COURSE

Work under this item shall consist of placing and compacting NYSDOT. Item No. 404.0971 Top Course, in accordance with these Specifications and in reasonably close conformity with the required lines, grades, thicknesses and typical sections as shown on the Contract Documents or established by the Engineer.

The pavement shall be so constructed that the final compacted thickness is as near to the nominal thickness as is practical. A tolerance not to exceed one-quarter (1/4") inch from the nominal thickness will be acceptable.

The surface shall be tested with a sixteen (16') foot straight edge or string line placed transversely to the center line of the street on any portion of the street surface. Variations exceeding one-quarter (1/4") inch shall be satisfactorily eliminated or the pavement re-laid at no additional cost to the Town. The mixture shall be transported from the mixing plants to the work site in tight vehicles previously cleaned of all foreign materials and each load shall be covered with canvas or other suitable material of sufficient size and thickness to protect it from weather conditions. The mixture shall be laid upon a clean dry surface, spread and struck off to the established grade and elevation. Approved bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

The bituminous pavers shall be in the charge of an experienced operator.

Placing of the mixture shall be continuous at a desired rate of not less than fifty (50) tons per hour. The Engineer, or his representative, may permit a lesser rate if satisfactory results are achieved. Upon arrival at the site, the mixture shall be dumped into the paver and immediately spread and struck off to the width required, and placed to a loose depth so that when the work is completed, the required compacted thickness of the mixture will be obtained.

Before any rolling is started, the finished surface struck off by the paving machine shall be checked and any surface irregularities adjusted. Immediately after the bituminous mixture has been placed, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking and shoving. Under no circumstances will compaction be permitted if the mix temperature drops below 200° F. Said material shall be removed from the site.

The course shall be initially rolled with an approved ten (10) to twelve (12) ton steel wheel tandem roller. During the initial rolling, the roller shall travel parallel to the centerline of the pavement, beginning at each edge and working toward the center, overlapping on successive trips by one-half the width of the roller. Immediately following the initial rolling, the course shall be rolled with a ten (10) to twelve (12) ton steel wheel roller a minimum of eight (8) passes per lane.

Immediately following the above intermediate rolling, the course shall be finished rolled with a ten (10) to twelve (12) steel wheel roller. This final rolling shall be both longitudinal and diagonal as directed by the Engineer, or his representative, and shall remove shallow ruts and ridges and other irregularities from the surface. Rolling shall be continued until all roller marks are eliminated.

Rollers shall move at a slow and uniform speed not exceeding three (3) miles per hour unless otherwise approved. The roller drive roll shall be nearest the paver.

To prevent adhesion of the bituminous mixture to the rollers, the rollers shall be kept properly moistened with water.

In areas not accessible to the rollers, the mixture shall be thoroughly compacted with approved mechanical tampers as directed by the Engineer, or his representative.

Suitable means shall be provided to keep pavers, and other equipment and tools, free from bituminous accumulations. The surface of the pavement shall be protected from drippings of oil, kerosene, or other materials used in paving and cleaning operations.

The Contractor may be required to adjust and change both the equipment and the compaction procedure as directed by the Engineer, or his representative, if conditions, as determined by the Engineer, so warrant.

In placing and compacting abutting courses of bituminous concrete pavement, joint heater devices shall be used on all joints, both transverse and longitudinal. These joint heater devices shall be of the infrared type or equal. Direct flame heaters shall not be used. The joint heater devices will be so constructed as to permit adjustment of the heat applied to the joints.

The bituminous plant mix shall not be placed on any wet surface, or when the surface temperature is less than 45°F (7.2°C), when weather conditions otherwise prevent the proper handling or finishing of the bituminous mixture as determined by the Engineer, or his representative.

The bituminous top course shall only be placed during the period of April 1 to November 15 or as directed by the Engineer.

2.01D ASPHALT TACK COAT

Tack coat material shall be in accordance with NYS DOT Item 404.0103. The Tack Coat shall be applied between each asphalt course/lift.

2.01E SUBGRADE REINFORCEMENT

Roadway sub-base reinforcement shall be Tensar TX5 as manufactured by the Tensar Corporation, 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 or approved equal.

2.02 TRAFFIC LOADING

Traffic shall be diverted away from newly paved areas until such time that the surface is totally cooled and has set to the extent that traffic will cause marks, indentation, or displacement of asphalt. All work shall be done in strict conformance with the requirements of the Town of Yorktown and as set forth in the NYSDOT Standard Specifications.

PART 3: METHOD

3.01 DESCRIPTION

All pavements will be constructed in accordance with NYSDOT Standard Specifications unless otherwise specified. The application of the permanent pavement may be done by a paving Contractor accepted by the Engineer.

3.02 SUBBASE AND BASE COURSES

- A. If specified on plans, install subgrade reinforcement on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
- B. Under pavements and walks, place sub-base course on prepared subgrade as follows:
 - 1. Place base course material over subbase if required.
 - 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 - 3. Shape subbase and base to required crown elevations and cross-slope grades.
 - 4. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
 - 5. When thickness of compacted subbase or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.03 PERMANENT PAVEMENT

In Town R.O.W., Across Easements, Private Driveways, Roads, etc.: After adequate compaction has been achieved and when directed by the Engineer, the Contractor shall place install the permanent asphalt pavement to the lines, grades and thickness shown on the Contract Drawings.

3.04 ASPHALT TACK COAT

Apply asphalt cement tack coat at the recommended rate between all Asphalt Concrete Paving Courses as required. See Section 2.01.

3.05 SUBBASE REINFORCEMENT

Prepare the subgrade by compacting and grading the existing subgrade to the required elevation. Install Tensar TX5 geogrid over the prepared subgrade. The geogrid installation shall be in compliance with Tensar published installation guidelines.

PART 4: MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Measurement will be made as follows:

4.02 BASIS OF PAYMENT

Payment for all Work under this item shall be at the **Lump Sum** bid and shall include the cost of furnishing all labor, materials and equipment including but not limited to the removal of any pavement, raising of all manhole frames; saw cutting and cleaning of pavement edges; final grading including sub-base material, supplying and applying the tack coat; sub-base reinforcement, top and binder course asphalt pavement, and furnishing of all labor, materials, tools, equipment and incidental work and the removal and disposal of surplus material required to complete the work in accordance with the Contract Drawings and Specifications, to the satisfaction of the Engineer or Town.

END OF SECTION

SECTION 0501
PAVEMENT MARKINGS

PART 1: WORK

1.01 DESCRIPTION

Under this work, the Contractor shall furnish, supply, and install all pavement markings in accordance with the Contract Drawings and Manufacturers Specifications.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0101 Erosion and Sediment Control
- B. Section 0102 Survey and Stakeout
- C. Section 0401 Porous Asphalt Pavement
- D. Section 0402 Asphalt Pavement
- E. Section 0601 Site Restoration
- F. Section 0701 Site Mobilization and Demobilization
- G. Section 0801 Additional Miscellaneous Work

1.03 REFERENCES

- A. "National Manual of Uniform Traffic Control Devices," New York State Department of Transportation Supplement;" (MUTCD);
- B. New York State Department of Transportation Internet Site "Work Zone Traffic Control Manual" (WZTCM);

1.04 DEFINITIONS

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1.05 SUBMITTALS

- A. Specifications
 - 1. Paint: Supply specification from manufacturer for paint with produce analysis.
- B. Quality Control Submittals:
 - 1. Certificates: Affidavit required under Quality Assurance Article.

1.06 QUALITY ASSURANCE

- A. Certification: Affidavit by the paint applicator, certifying that the materials comply with the current regulatory requirements in effect at the time products were delivered and applied.

1.07 PROJECT CONDITIONS

- A. Perform the painting operations after working hours, on weekends or at such times so as not to interfere with the flow of traffic. Provide temporary barriers to prevent vehicles from driving over newly painted areas.
- B. Apply paint on dry pavement surface, when the air temperature is above 40° F.

PART 2: MATERIALS

2.01 MATERIALS

- A. Paint: DOT Section 640-2, yellow or white as indicated, or if not indicated as directed. Delete reference to Glass Beads.
- B. Rapid Dry Paint:
 - 1. Aexcel Corp., www.aexcelcorp.com, 72W-A042 White, 72Y-A082 Yellow, 72L-A002 Blue
 - 2. Rust-Oleum Professional, www.homedepot.com, Model # 2526402, 2526 Handicap Blue.
 - 3. Franklin Paint Company, Inc., www.franklinpaint.com, 2014 White, 2015 Yellow.

PART 3: METHOD

3.01 PREPARATION

- A. Remove dust, dirt, and other foreign material detrimental to paint adhesion.
- B. Mark layout of stripes and lines with chalk or paint.

3.02 APPLYING PAVEMENT MARKING

- A. Apply paint in accordance with DOT Section 640-3.02, except as follows:
 - 1. Delete references to Glass Beads.

PART 4: MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

THIS SECTION LEFT BLANK

4.02 BASIS OF PAYMENT

Payment for all Work under this item shall be **Lump Sum** bid installed in place as per the plans and specifications and shall include the cost of furnishing all labor, materials and equipment including but not limited to striping, makings, symbols, text designations and any incidental work required to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer or Town.

END OF SECTION

SECTION 0601

SITE RESTORATION

PART 1: WORK

1.01 DESCRIPTION

Under this work, the Contractor shall furnish and supply all materials, labor and equipment to landscape and restore the site in accordance with the Contract Drawings and Specifications. This shall include rough and fine grading, topsoil, sodding, seeding, plantings, fertilizers, walkways, driveways, curbs and plating beds, mulches to complete the project to the satisfaction of the Engineer or Town.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 0101 Erosion and Sediment Control
- B. Section 0102 Survey and Stakeout
- C. Section 0201 Earthwork
- D. Section 0301 Underdrain System
- E. Section 0401 Porous Asphalt Pavement
- F. Section 0501 Pavement Markings
- G. Section 0701 Site Mobilization and Demobilization
- H. Section 0801 Additional Miscellaneous Work

1.03 REFERENCES

References and industry standards listed in this Section are applicable to the Work in this Section unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

- A. New York State Standard's Specifications for Erosion and Sediment Control

1.04 QUALITY ASSURANCE

- A. The Contractor shall also guarantee an 80% survival rate of all plants and vegetation for three (3) years for which he will post a bond.

1.05 SUBMITTALS

- A. Provide the following information:
 - 1. Source and information on off-site topsoil to be supplied.
 - 2. Source of sod grass
 - 3. Information on fertilizer to be used.
 - 4. Information on seed to be used.
 - 5. Information on mulches to be used.

PART 2: PRODUCTS AND MATERIALS

2.01 TOPSOIL

- A. Topsoil furnished from off the site shall be natural, fertile, friable agricultural soil, capable of sustaining vigorous plant growth, free from stones, roots, sticks, and other foreign substances and shall pass a 1/4-inch screen.

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- B. The topsoil shall have an acidity range of pH 5.0 to pH 7.0 and shall contain not less than 6 percent organic matter.
- C. Topsoil (loam) shall contain between 7 and 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand.
- D. The Engineer reserves the right to reject any topsoil with too high a percentage of clay.

2.02 FERTILIZER

- A. Fertilizer shall be as follows: 100% organic: (15-0-10) shall be applied as per label directions. All fertilizer shall be phosphorus free.

2.03 GRASS SEED

- A. The seed used on this project shall be fresh, re-cleaned and of the latest crop year.
- B. The seed shall conform to Federal and state standards.
- C. Each type of grass in the mixture shall meet or exceed the minimum percentage of purity and germination listed for that type of grass with a maximum weed content of 0.1 percent.

The table below presents the suggested seed mixture to be used on this Project. A turf grass specialist may submit variations from these suggestions subject to the Engineers review. The suggested mixture listed shall be provided if the Engineer does not review a variation.

% by Weight	Variety	Purity %	Germination
50	Kentucky Blue Grass	85	80
20	Red or Chewing Fescue	97	80
30	Red Top	92	90

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PART 3: METHOD

3.01 AREAS AND FEATURES TO BE RESTORED

- A. All areas, including natural and artificial features occurring thereon, which are damaged or disturbed by the Contractors operations, shall be restored, repaired or replaced to the same or superior condition which existed prior to construction unless otherwise shown on the Contract Drawings.
- B. Grassed or lawn areas shall be dressed with topsoil, raked, fertilized, seeded, mulched, and maintained as specified in later part. Existing cultivated or landscape items such as trees, shrubs, hedges, saplings, vines, ground cover vegetation, etc., shall be reestablished or replaced with new materials.
- C. Walls, fences, ditches, drains, culverts, roadways, walkways, driveways, concrete curbs, posts, signs, and all other artificial features shall be repaired, restored or replaced to the same or superior condition which existed prior to construction.

3.02 FINE GRADING

- A. Areas requiring topsoil shall be fine graded to within 4 inches of finished grade to provide a minimum compacted thickness of 4 inches of topsoil at all locations.

All such areas, whether in cut or fill, shall be raked to a depth of one (1) inch, be parallel to finished grade as shown or required, and shall be free of all stones, roots, rubbish, and other deleterious material.

3.03 TOP SOILING

- A. Topsoil shall be furnished and spread in the required areas to a depth of approximately 4 inches.
- B. Stockpiled topsoil may be used if it is acceptable to the Engineer. In the event this topsoil is not satisfactory, or is inadequate to cover the required areas, the Contractor shall furnish the required amount of satisfactory topsoil from approved sources off the site.
- C. Topsoil shall not be delivered or placed in a muddy condition. The soil shall be uniformly compacted with a light hand roller to a final depth of not less than 4 inches. When finished, the surface shall conform to the finished grades shown or required and shall have a smooth pulverized surface at the time of seeding. Any irregularities shall be corrected before the fertilizer and seed are placed. Any subsequent settlement or displacement of the topsoil shall be restored to an acceptable condition at the Contractors expense.

3.04 FERTILIZING

- A. The fertilizer shall be uniformly spread by a mechanical spreader at the rate of 25 pounds per 1,000 square feet.
- B. The fertilizer shall be incorporated into the upper 2 inches of topsoil immediately after spreading. Fertilizer shall be 100% organic: (15-0-10) shall be applied as per label directions. All fertilizer shall be phosphorus free.

3.05 SEEDING

- A. Seed shall be applied at a rate of not less than 5 pounds per 1,000 square feet, using a mechanical spreader.
- B. All seed furnished under this item shall be delivered in standard size, unopened bags of the vendor, showing the weight, mixture, vendor's name and guaranteed analysis.
- C. Seed shall be properly stored by the Contractor at the site of the contract and any seed damaged during storage shall be replaced by him.
- D. Seeding is to be done in dry or moderately dry soil and at times when the wind velocity does not exceed 5 mile per hour.
- E. After the finished grading is completed and just before seeding, the areas to be seeded shall be loosened to a depth of 1 inch and raked to true lines, free from all variations, bumps, ridges and depressions which will hold water.
- F. All sticks, stones, roots, or other objectionable materials, which might interfere with the formation of the fine seed bed, shall be removed from the soil.

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- G. Upon completion of the seeding, the area shall be raked lightly and rolled with a light hand roller.
- H. The process of spraying grass seeds, water, fertilizer and mulch known as hydro-seeding or hydro-mulching may be utilized.
 - 1. Presoaking, the spraying of the materials, and watering after spraying shall be in strict accordance with the manufacturer=s instructions.
 - 2. All materials, protection, maintenance, etc., shall be in conformance with this specification. The mulch may be a wood fiber material compatible with the spray equipment.

3.06 MULCHING, PROTECTION AND MAINTENANCE

- A. The Contractor shall protect and maintain seeded areas to assure a full even stand of grass.
- B. Immediately after seeding and rolling, the Contractor shall apply oat, wheat, or rye straw, free from noxious weeds, as a mulch to a loose depth of about 1 inch. This is established as a minimum requirement for seeded areas. Where required by weather and/or site conditions the Contractor shall provide additional or anchored mulch as necessary to maintain the seedlings. The mulching shall be in accordance with the Standard Specifications for mulching, as included within the New York Guidelines for Urban Erosion and Sediment Control.
- C. The Contractor shall perform all watering, mowing and reseeding as necessary for a minimum of 30 days, and until final acceptance of the Contract, to ensure the establishment of a uniform stand of specified grasses.
- D. Any portion of the seeded areas failing to produce a full uniform stand of grass from any cause, shall be reseeded at full rate and re-fertilized at one-half rate and protected and maintained until such a full stand has been obtained.

3.07 LAWN ESTABLISHMENT

- A. Maintain the sod at heights between 1-1/2 and 2-1/2 inches. Include a minimum of 2 mowings.
- B. Water sod once a week between April 1 and October 1. Provide 3 gallons per sq yd per watering. Apply fungicides or use any other horticultural operation necessary for proper establishment and maintenance of sodded areas.
- C. Care for sodded areas until all Work of this Contract is completed and accepted.
- D. Replace sod in areas which show bare spots, deterioration, or is otherwise deemed unacceptable by the Engineer.

3.08 PLANTING

- A. The Contractor shall reestablish all existing cultivated or landscape items, trees, shrubs, vines and ground covers as per the plan. He shall provide additional or modify existing vegetation, as shown on the plan. Existing trees, plants, shrubs, saplings, ground cover, vines, etc., not shown to be removed which are disturbed or damaged by the Contractors operations shall be replaced with new plant materials.

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- B. All new plant materials shall be of the same genus and species, size, and shall be placed in the location as per the plan. Depending on the size and type of material, and when ordered by the Engineer, guy wires, stakes, anchors and wrappings shall be furnished and installed in a proper manner to brace and protect the plant. The Contractor shall, as soon as practicable, water and maintain all reestablished, replaced or disturbed plant material that fails to respond properly within the three-year guarantee period shall be replaced as specified above at the Contractors expense. Classifications of plants, dimensions, planting procedures, etc., shall conform to ANSI Standard Z-60.1.

3.11 RESTORATION SCHEDULE

- A. It is the intent of this Item to require restoration of all disturbed areas of earth, driveways, and pathways in which were disturbed as a result of this Contract. This work should proceed immediately as required to restore the Granite Knolls to the same or superior condition which existed prior to construction unless otherwise shown on the Contract Drawings. Restoration of vegetation may include or consist of permanent restoration as specified, or alternative temporary cover in accordance with the New York Guidelines for Urban Erosion and Sediment Control. In the event temporary cover is provided, all requirements for permanent restoration will still apply.

PART 4: MEASUREMENT AND PAYMENT

4.01 DESCRIPTION

The cost for this work item shall be included in the **Project Lump Sum** bid and shall include the cost of all labor, materials and equipment necessary to complete the work as shown on the Contract Drawings. The Contractor shall furnish and supply all materials, labor and equipment to landscape and restore the site in accordance with the Contract Drawings and Specifications. This work shall include but not be limited to excavation including trenching, select backfilling and compaction, sub-base material, all rough and fine grading, topsoil, seeding, plantings, fertilizers, stone, mulches, removal and disposal of surplus material and any incidental work required to complete the work to the satisfaction of the Engineer or Town.

END OF SECTION

SECTION 0701

SITE MOBILIZATION & DEMOBILIZATION

PART 1: WORK

1.01 DESCRIPTION

The work under this item consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

Special Note: The Staging Area for the Project will be determined by the Town prior to the start of work. Granite Knolls Park must remain closed to the public for the entirety of the project and Contractor must control gated entrance to the park.

1.02 RELATED WORK SPECIFIED ELSEWHERE

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1.03 REFERENCES

THIS SECTION LEFT BLANK

1.04 DEFINITIONS

THIS SECTION LEFT BLANK

1.05 SUBMITTALS

THIS SECTION LEFT BLANK

PART 2: MATERIALS

THIS SECTION LEFT BLANK

PART 3: METHOD

3.01 DESCRIPTION

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items specified in this contract.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

PART 4: MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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4.02 BASIS OF PAYMENT

Payment for all Work under this item shall be at the **Lump Sum** and consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract including the office trailer and port-o-san. The amount bid for mobilization shall not exceed five percent (5%) of the total contract bid price excluding the bid price for mobilization. The amount bid shall be payable to the Contractor on a monthly basis as a percentage of the work complete beginning with the first progress estimate made for other contract work.

END OF SECTION

SECTION 0801

MISCELLANEOUS ADDITIONAL WORK

PART 1: WORK

1.01 DESCRIPTION

Under this item, each Contactor shall furnish all labor, material and equipment required to accomplish miscellaneous additional work:

- a. Necessitated by encountering during the course of the work field conditions of a nature not determinable during design; or
- b. For which no unit prices are applicable; or
- c. For work ordered by the Engineer or Town.

PART 2: MATERIALS

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PART 3: METHOD

3.01 DESCRIPTION

All work performed and materials utilized shall be as specified in the contract documents and shall be to the satisfaction of the Engineer.

PART 4: MEASUREMENT AND PAYMENT

4.01 DESCRIPTION

The cost for this work item shall be deducted from the Stipend Amount included in the **Project Bid Sheet** and shall include the cost of all labor, materials and equipment necessary to perform the work. Only that miscellaneous additional work shall be performed by the Contractor which has been authorized by the Owner in writing, prior to its commencement.

- A. Article "Increase or Decrease of Quantities: Elimination of Items" of the information for Bidders, will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.
- B. Payment – The total amount paid to the Contractor will be determined in strict accordance with the provisions of Article "Extra Work: Increase Compensation
- C. Decreased Work: Credit to the Owner" of the General Clauses, and such payment will include only that overhead and profit that is applicable to the work performed under this item. The Contractor shall include in its total bid the lump sum printed in the Project Bid Sheet and any bid other than the specified amount will be considered informal.

END OF SECTION

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