

City of Oneida
Department of Public Works

109 N. Main Street Oneida NY. 13421



CONTRACT DOCUMENTS
**Sidewalk Replacement
Program**

RICK ROSSI, MAYOR

COMMON COUNCIL

ANDREA HITCHINGS

THOMAS SIMCHIK

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CITY DEPUTY COMPTROLLER

JESSICA KAISER

CITY ENGINEER

JEFFREY ROWE, PE

CITY OF ONEIDA
00001 INVITATION TO BID

Pursuant to a resolution dated **May 6, 2025**, the Common Council of the City of Oneida requests sealed bids for the Sidewalk Replacement Program.

Bids will be received on **June 20, 2025**, at the office of the purchasing agent, City of Oneida, 109 North Main Street, Oneida, New York, 13421, until 11:00 AM. local time, and there at said time publicly opened and read aloud. The bids shall be submitted in an envelope marked "Sidewalk Replacement Program". The bid documents may be found at the City of Oneida website: <http://oneidacityny.gov>. Copies of the bid documents may also be examined at no cost at the City of Oneida, City Engineer, 109 North Main Street, Oneida, New York, 13421

Questions concerning these contract documents shall be directed via email to Maxwell K. Reese, Civil engineering Technician: mreese@oneidacityny.gov. Questions via phone will not be accepted, nor responded to.

The CITY is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all material, equipment and supplies sold to the CITY pursuant to this contract. Also exempt from such taxes are purchases by the contractor and his subcontractors of (A) Materials, equipment and supplies for use in erecting and improving any real property included in the project, provided that such materials, equipment and supplies are to become an integral component part of such structures, buildings or real property and (B) material, equipment and supplies other than those described in (A) above, to be sold to the CITY pursuant to this contract. These taxes are not to be included in the bid.

Each bid must be accompanied by cash, certified check or bid bond in an amount not less than five percent (5%) of the Base Project Bid Amount in the form and subject to the conditions provided in information and completed Statement of Surety's Intent and Non-Collusive Bidding Certification forms.

Bidders are advised to submit the attached bid response form before submittal.

The Common Council of the City of Oneida reserves the right to waive any informalities in the bid and to reject any or all bids not in the best interest of the City of Oneida.

Prospective bidders are advised that the City of Oneida will strictly enforce those provisions of New York State Labor Law Sections 220 through 223 pertaining, but not limited to: maximum daily/weekly hours constructions workers are permitted to work, payment of prevailing wages, submission of certified payrolls, posting prevailing wage rates at the project site. The successful bidder will be responsible for the acquisition of all submissions pertaining to Labor Law from subcontractors employed in the work.

Each Bidder is cautioned to carefully read and to assess his\her ability, as well as each subcontractor's ability to comply, with all requirements of Section 00012.01, Insurance Provisions prior to submitting a bid.

Jessica Kaiser
Purchasing Agent

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SECTION 00011

**INSTRUCTIONS
TO BIDDERS**

Section 00011 - Instructions to Bidders

00011.01 Specification Books to Remain Intact

Bidding sheets are to be returned in the specifications book and all bidding must be on the forms furnished.

00011.02 Bid Security (Last Revised: March 4, 2008)

Each bid for each contract must be accompanied by cash, bid bond, or by a certified check of the bidder payable to the City of Oneida, New York, in an amount not less than five percent (5%) of the amount of the bid. Such cash or certified check will be returned to all except the three lowest bidders on each contract within five (5) days after the formal opening of the bids, and the remaining cash or certified checks will be returned to the three lowest bidders within forty-eight (48) hours after approval by the CITY's attorney of the executed contract, and the insurance and security furnished, or if no contract has been so executed, within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of the bid.

In the event that any bidder submits a bid on more than one contract, a separate certified check or bid bond or amount in cash, in the appropriate amount as specified above, shall be submitted as security with each bid. The submission of only one certified check in an amount sufficient to act as security on two or more bids may render informal any one, or all bids from the bidder.

Where alternate items are included in the bid, the amount of the bid security shall be not less than five percent (5%) of that alternate, or combination alternates that result in the highest bid.

A successful bidder upon his failure or refusal to execute a contract, within fifteen calendar days after he has been notified or the acceptance of his bid, shall forfeit to the CITY as liquidated damages for such failure or refusal the security deposited with his bid.

00011.03 Discrepancies in Bid Amount

Should any discrepancies be found in the contract bid, the bid amount stated in words shall supersede the numerical amount.

00011.04 Sales tax Exemption

The CITY is not subject to tax. CITY will sign exemption certificate when required.

00011.05 Bidders Qualifications

The CITY reserves the right to make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY such information and data for this purpose as may be requested, including, but not limited to, the name, address and telephone number of previous clients. The CITY reserves the right to reject any bid if the evidence submitted by/or the investigation of such bidder is not properly qualified to carry out the obligations of the contract.

Section 00011 - Instructions to Bidders

00011.06 CITYs Right to Waiver Bid Informalities\Reject Bids

The CITY reserves the right to consider informal a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid received. The CITY also reserves the right to reject any and all bids as not being in the best interest of the CITY.

00011.07 Bid Withdrawal

No bidder may withdraw his bid until after forty-five days after the bids are opened, but may withdraw it at any time prior to the scheduled closing time for the reception of bids.

00011.08 Non-Collusion

In submitting this bid, the bidder must declare that he or she is, or they are, the only entity interested in said bid, that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the CITY or any person in the employ of the CITY is directly or indirectly interested in said bid or in any portion of the profits thereof.

00011.10 Contract May Not be Assigned, Conveyed, Transferred or Sublet

The bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.

00011.11 Bidder Disqualification

No bid for materials, supplies, equipment, or services may be accepted from or a contract awarded to any person who has defaulted as surety or otherwise upon a contract or obligation to the CITY, or who may be otherwise disqualified under any act of the legislature not inconsistent with the Charter or Code.

00011.12 Addenda and Interpretation

No interpretation of the meaning of the plans, specifications or other portion of the contract documents will be made orally. Every request for such interpretation must be emailed to Civil Engineering Technician Max Reese via mreese@oneidacityny.gov, and to be given consideration must be received at the above address at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, if issued, will be sent by certified mail, with return receipt requests, to all holders of contract documents at the respective addresses furnished for such purposes not later than four (4) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Section 00011 - Instructions to Bidders

00011.13 Cautions to Bidders

Bidders are cautioned that sidewalks will be replaced in multiple locations throughout the City of Oneida. Bidders shall include estimated mobilization costs with their bid.

00011.14 Response Form

Receipt Confirmation Form:

Complete the following form and return by e-mail to mreese@oneidacityny.gov upon receipt of Contract Documents. Submission of this form will ensure that any and all addenda regarding this request will be sent to you.

Section 00011 - Instructions to Bidders

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

Email: _____

SECTION 00012

**INSURANCES GUARANTEES
AND BONDS**

SECTION 00012 INSURANCES, GUARANTEE & BONDS

00012.01 INSURANCE PROVISIONS:

The CONTRACTOR and each sub-contractor, at its own expense, shall procure and maintain until final acceptance by the CITY of the work covered by the contract, occurrence-based insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, for claims which may arise out of or result from the CONTRACTOR's or sub-contractor's performance of the work, operations and any other obligations under the contract documents. Such policies of insurance shall be issued by a company or companies rated A- or better by A.M. Best Company, one to which the CITY has no reasonable objection, and licensed to do business in the State of New York, and shall cover all operations under the contract whether performed by the CONTRACTOR or by sub-contractor.

Before commencing the work, the CONTRACTOR and each sub-contractor shall deliver to the CITY certificates of insurance and endorsements (and other evidence of insurance requested by CITY, for example, policies of insurance and all related endorsements) for each of the kinds of insurance required and endorsements described herein, satisfactory in form to the CITY, showing that the CONTRACTOR and each sub-contractor has complied with this section. **All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with these Insurance Provisions will contain a provision or endorsement, and all of the CONTRACTOR's and subcontractors' certificates of insurance shall be delivered with attached endorsements and provisions, that:**

- ▶ **name the CITY as an Additional Insured on a primary and non-contributing basis on all of the policies of insurance itemized below;**
- ▶ **the General Liability Aggregate applies to this project and to this project only, and to each location of this project;**
- ▶ **the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to CITY.**

Note: The CITY will accept an original letter from CONTRACTOR's and Subcontractor's Insurance Agency on said Agency's letterhead and executed by an officer thereof, containing the assurances set forth in the sample letter that follows Section 00012.

LIABILITY AND PROPERTY DAMAGE INSURANCE

Unless otherwise specifically required, each CONTRACTOR and subcontractor shall provide the following insurance coverages with limits of not less than the Minimum Limits noted below, or as otherwise required by law, whichever shall be greater:

<u>Type of Policy</u>	<u>Minimum Limits</u>
<u>General Liability Insurance, Comprehensive, Occurrence Based, including:</u>	
Commercial General Liability	\$1,000,000
Bodily Injury and Property Damage Liability	\$1,000,000
General Aggregate	\$2,000,000
Premises Operations, including explosion, collapse, and underground operations (X, C and U coverages)	\$1,000,000
Products-Completed Operations (Aggregate)	\$2,000,000
Personal and Advertising Injury (Employment Exclusion deleted)	\$1,000,000
Fire Damage Legal Liability (Each Occurrence)	\$1,000,000
Medical Expense (Any One Person)	\$ 10,000
Property Damage, Broad Form including Completed Operations Contractual, including indemnification provisions for CONTRACTOR's obligations.	\$1,000,000

The CONTRACTOR shall provide insurance coverage for portions of the work product stored off the site, in transit, and stored on the site but not incorporated into the site as full replacement cost basis without voluntary deductible.

<u>Umbrella/Excess Liability</u> (limits over primary coverage)	\$1,000,000
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<u>Aggregate</u>	\$1,000,000
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The Umbrella Form excess liability insurance limit shall be \$1 million (limit over primary coverage) for each occurrence and \$1 million aggregate (limit over primary coverage) for all Contracts.

In addition to, and any other proof of insurance that the CITY may require, upon request of the CITY, CONTRACTOR and subcontractor(s) shall submit true copies of all specified policies, with all endorsements and exclusions thereto. Certificates of Insurance, endorsements and/or policies which are found to be incomplete or not according to form shall be returned as unsatisfactory and proper documents shall then be provided or the CONTRACTOR shall be deemed to be in default. CONTRACTOR shall furnish to the CITY, immediately, copies of any endorsements that are subsequently issued amending coverage or limits. All copies of certificates and correspondence relating thereto shall be directed to the CITY.

AUTOMOBILE INSURANCE:

Automobile Liability Policy, providing coverage for all claims, Bodily Injury and Property Damage, against the CONTRACTOR, each sub-contractor, and the CITY, as a result of work under the contract covering any vehicle, owned and non-owned with limits of not less than \$1,000,000 Each Accident.

WORKERS' COMPENSATION INSURANCE:

Insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law §57 which reflects the City of Oneida as the certificate holder shall be provided by CONTRACTOR and each sub-contractor.

Note - ACORD forms are NOT acceptable proof of New York State worker's compensation or disability benefits insurance coverage. The only acceptable forms are:

<u>Form #</u>	<u>Form Title</u>	<u>Issuing Agency</u>
C-105.2 (9-07)	Certificate of NYS Workers Compensation Insurance Coverage	State of New York Workers' Compensation Board
U-26.3	Certificate of Workers' Compensation Insurance	New York State Insurance Fund "www.nysif.com"
SI-12 (10-03)	Certificate of Workers' Compensation Self - Insurance	State of New York Workers' Compensation Board
GSI-105.2 (2-02)	Certificate of Participation in Workers' Compensation Group Self - Insurance	State of New York Workers' Compensation Board

NEW YORK STATE DISABILITY BENEFITS INSURANCE:

Insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law §220 (8) which reflects the City of Oneida as the certificate holder shall be provided by CONTRACTOR and each sub-contractor.

Note - ACORD forms are NOT acceptable proof of New York State worker's compensation or disability benefits insurance coverage. The only acceptable forms are:

<u>Form #</u>	<u>Form Title</u>	<u>Issuing Agency</u>
DB-120.1 (5/06)	Certificate of Disability Benefits Insurance	State of New York Workers' Compensation Board
DB-155 (1/98)	Certificate of Disability Benefits Self-Insurance	State of New York Workers' Compensation Board

DEDUCTIBLES:

CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors, or others in the work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amount, each may purchase and maintain it at the purchaser's own expense.

The CITY as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the CITY's exercise of this power.

00012.02 GUARANTEE

The CONTRACTOR guarantees all the work and equipment furnished under the contract against any defects in workmanship or materials for a period of one (1) year following the date of final acceptance of the work by the CITY. Under this guarantee, the CONTRACTOR agrees to make good without delay, at his own expense, any failure of any such parts due to faulty materials, construction, or installation, or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage.

The CONTRACTOR also agrees that the CONTRACTOR's bond provided for in the following paragraph shall fully cover all guarantees contained in this section. Items replaced or rebuilt shall carry a one (1) year guarantee from the date of acceptance of the replacement or repairs.

00012.03 PAYMENT & PERFORMANCE BONDS:

The CONTRACTOR shall within ten (10) days after the receipt of the "**NOTICE OF AWARD**" furnish the CITY with a performance bond and a payment bond in penal sums equal to the amount of the contract price, as security for the faithful performance by the CONTRACTOR of all the undertakings, covenants, terms, conditions, agreements, and obligations under the contract documents, and upon the prompt payment by the CONTRACTOR to all subcontractors, persons or entities supplying labor and materials in the prosecution of the work provided by the contract documents. CONTRACTOR shall furnish such other Bonds as are specifically required by the contract documents, if any.

Such bonds shall be in the form prescribed by the contract documents, except as provided otherwise by applicable law or regulation, and shall be executed by the CONTRACTOR and such sureties as are licensed to transact such business in the state of New York and named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of Treasury ("Surety Companies Accepted on Federal Bonds"). All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. All Bonds shall remain in effect for at least until one year following the later of final acceptance of the work by the CITY or the date when final payment becomes due, except as provided otherwise by law or regulation. The expense of these bonds shall be borne by the CONTRACTOR.

If at any time a surety of any bond is declared bankrupt, becomes insolvent, or loses its right to do business in the State of New York or is removed from the list of Surety Companies Accepted on Federal Bonds, the CONTRACTOR shall within ten (10) days after notice from the CITY to do so, substitute an acceptable bond (or bonds), in such form and sum and signed by such other surety or sureties as may be satisfactory to the CITY. The premiums on such bond shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the CITY.

00013 - AWARD OF CONTRACT

00013.01. AWARD OF CONTRACT

The award of the Contract will be made to the most responsive, responsible Bidder, who, in the opinion of the CITY, is qualified to perform the Work required and is responsible and reliable.

The award shall be made by the person or body authorized by law to make such awards. Formation of legally binding obligations between the CITY and Bidder (Award) shall occur upon the mailing of written notice of the Award to the successful Bidder.

It is the intention of the CITY that the Work will be awarded within 45 calendar days after the opening of Bids to the lowest responsible Bidder or combination of lowest responsible Bidders whose Bids conform to the requirements of the Bidding Contract Documents. Bids may not be withdrawn, altered or revoked during this 45-day period. Even after the expiration of such 45-day period, the CITY may accept a Bid and Award the Work to any Bidder whose Bid has not been unequivocally withdrawn or revoked prior to the mailing of written notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until the CITY receives an unequivocal statement to that effect.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

00013.02. ESTIMATED QUANTITIES

By submitting this bid, bidders agree that he or she is satisfied with and will at no time dispute the estimated quantities stated in the bid as a proper means of comparing the bids.

00013.03 METHOD OF AWARD

This bid is comprised of a base contract. The CITY intends to award the contract based on the base bid.

The bidder must submit a bid for the base contract.

SECTION 00014

NYS BIDDING

PROVISIONS

SECTION 00014 NYS BIDDING PROVISIONS

00014.01 HOURS, WAGES & SUPPLEMENTS

(From NYS Labor Law, Article 8, Section 220)

No laborer, workman or mechanic in the employ of the CONTRACTOR, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by this contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in the cases of extraordinary emergency, including fire, flood or danger to life or property.

Each laborer, workman or mechanic employed by the CONTRACTOR, subcontractor, or other person about or upon the work under this contract shall be paid no less than the prevailing rate of wages and shall be provided the supplements not less than the prevailing supplements as determined by the fiscal officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the fiscal officer follows this section and is a part of this contract. Any person employed at the site of the work in an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the fiscal officer.

Article 8, Section 220 of the Labor Law as amended provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public works projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; pension or retirement benefits; vacation benefits. When the amount of supplements provided by the employer is less than the total amount of supplements shown on the wage schedule, the difference shall be paid in cash to employees. NYS Labor Law, Article 8, Section 220 of the Labor Law also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "shall be in accordance with the prevailing practices in the locality...." The amount for supplement listed on the prevailing rate schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the fiscal officer may require the CONTRACTOR to provide additional supplements.

The CONTRACTOR shall provide statutory benefits for disability pensions, workmen's compensation, unemployment insurance and social security.

The CONTRACTOR and every subcontractor shall post in a prominent and accessible place on the site of the project, a legible statement of all wage rates and supplements as specified in this contract to be paid or provided as the case may be for the various classes of mechanics, workmen, or laborers employed on the work.

If this contract is in excess of Twenty-Five Thousand Dollars (\$25,000), the CONTRACTOR and every subcontractor who maintains no regular place of business in New York State shall keep on the site of the work original payrolls or transcripts thereof subscribed and affirmed by him as true under the penalty of perjury showing the hours and days worked by each workman, laborer, or mechanic, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the site of the project.

SECTION 00014 NYS BIDDING PROVISIONS

All other contractors or subcontractors shall produce within five days on the site of the work and upon formal order of the fiscal officer or designated representative such original payrolls or transcripts thereof subscribed and affirmed by him as true under the penalty of perjury, as may be deemed necessary to adequately enforce the provisions of Article 8.

All contractors and subcontractors shall be required to keep the following records on the site of the work:

- (a) Record of hours worked by each workman, laborer, and mechanic on each day.
- (b) Records of days worked by each workman, laborer and mechanic.
- (c) Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- (d) Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The CONTRACTOR shall post at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

00014.02 WORKER PREVAILING WAGE NOTIFICATION REQUIREMENTS (From NYS Labor Law, Article 8, Section 220, Subdivision 3-a) (Effective February 24, 2008)

Prevailing wage rate law, Labor Law '220, paragraph a of subdivision 3-a. requires:

- (a) Contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub. In the event that the required information will not be on the pay stub, an accompanying sheet or attachment must be used.
- (b) Contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the NYS Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. NYSDOL contact information follows:

NYS Department of Labor
207 Genesee Street - Room 603B
Utica, NY 13501
315-793-2314

OR

NYS Department of Labor
333 E. Washington Street – Room 419
Syracuse, NY 13202
315-428-4056

SECTION 00014 NYS BIDDING PROVISIONS

00014.03 CERTIFIED PAYROLLS REQUIRED BEFORE PAYMENT

(From NYS Labor Law, Article 8, Section 220, Subdivision 3(d)(iv).)

Certified payrolls shall be provided to the CITY by the CONTRACTOR and all subcontractors that cover the period for which an application for payment is made, before the CITY shall make a payment to the CONTRACTOR for worker performed on the contract.

00014.04 DISCRIMINATION PROHIBITED

(From NYS Labor Law, Article 8, Section 220-E)

The CONTRACTOR agrees, in accordance with the applicable provisions of the Labor Law, of the State of New York:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;
- (c) That there may be deducted from the amount payable to the CONTRACTOR by the state or municipality under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

SECTION 00014 NYS BIDDING PROVISIONS

00014.05 DUST HAZARDS (From NYS LABOR LAW, Article 8, Section 222-A)

- (a) If, in the construction of the work covered by the contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by, the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the CONTRACTOR at his expense.
- (b) The contract shall be void and of no effect unless the CONTRACTOR complies with the provisions of this subdivision of the Contract and NYS Labor Law, Article 8, Section 222-A.

00014.06 REFUSAL TO TESTIFY OR TO SIGN WAIVER OF IMMUNITY OR TO ANSWER RELEVANT QUESTIONS (From NYS General Municipal Law, Article 5-A, Section 103-A & NYS Finance Law, Article 9, Section 139-A)

Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of a witness and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal and;
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

SECTION 00014 NYS BIDDING PROVISIONS

00014.07 *NON-COLLUSION CERTIFICATION (From General Municipal Law, Article 5-A, Section 103-D)*

Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid Form.

00014.08 *WORKMEN'S COMPENSATION (From General Municipal Law, Section 108)*

It is stipulated that the CONTRACTOR and his subcontractors shall at all times during the life of this contract provide adequate Workmen's Compensation at their own cost and expense for their employees engaged in the work. This contract shall be void and of no effect unless the said CONTRACTOR and his subcontractors shall secure compensation for the benefit of, and keep insure during the life of said contract, such employees in compliance with the provisions of the NYS Workmen's Compensation Law.

00014.09 *LIEN LAW*

The attention of the CONTRACTOR is specifically called to the provisions of the NYS Lien Law of the State of New York, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

00014.10 *SALES AND USE TAX EXEMPTIONS*

The CITY is an exempt organization described in subdivision (a) of Section 1116 of the Tax Law of the State of New York. Accordingly, the following transactions, if occurring under this contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in bids:

- (a) The sale of materials, equipment and supplies to the CITY;
- (b) The sale to the CONTRACTOR or his subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the project or in adding to, altering or improving any real property included in the project, provided that such materials, equipment & supplies are to become an integral component part of such structure, building or real property (i.e. incorporated in the project).
- (c) The sale to the CONTRACTOR or his subcontracts of materials equipment and supplies to be re-sold to the CITY other than those described in (b) above.

This project is to be bid, the contract drawn and payments made in such manner that the CITY shall have the full advantage of all available exemptions from sales and compensating use taxes.

SECTION 00014 NYS BIDDING PROVISIONS

The CONTRACTOR, his subcontractors and his material men shall complete New York Sales Tax Form ST120.1 (Contractor Exempt Purchase Certificate) and shall furnish such certificate to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above. The CONTRACTOR and his subcontractors shall maintain and keep for a period of six (6) years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such six year period, until such claim is finally determined and settled, records which in the judgment of the New York State Department of Taxation and Finance adequately show all such tax exempt materials, equipment and supplies purchased by each.

00015 AFFIRMATIVE ACTION

00015.01 *City of Oneida Affirmative Action Policy*

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, political affiliation, physical handicap or national origin, and that the contractor will comply with all provisions of Executive Order 11246.

SECTION 00016

CERTIFIED PAYROLL FORMS

DISPENSATION FOR HOURS

SUB-CONTRACTOR'S AFFIDAVIT

PREVAILING WAGE & SUPPLEMENTS

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/>		SUBCONTRACTOR <input type="checkbox"/>		ADDRESS																		
FEIN		FOR WEEK ENDING		PROJECT AND LOCATION										PROJECT OR CONTRACTOR NO.								
(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE								(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(2) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY											FICA	WITH- HOLDING Tax			OTHER	TOTAL DEDUCTIONS		
			S											\$0.00								\$0.00
			O																			
			S											\$0.00								\$0.00
			O																			
			S											\$0.00								\$0.00
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			S											\$0.00								\$0.00
			O																			
			S											\$0.00								\$0.00
			O																			

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date _____

I _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor)

_____, that during the payroll period commencing on the _____

day of _____, 20____, and ending the _____ day of _____, 20____
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer, worker or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer, worker, or mechanic listed in the above-referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
SIGNATURE	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.	



STATE OF NEW YORK
DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
THE GOV. W. AVERELL HARRIMAN
STATE OFFICE BUILDING CAMPUS
ALBANY, N.Y. 12240

FOR OFFICIAL USE ONLY

Control No: _____

APPLICATION FOR DISPENSATION FOR HOURS

Applicant must **COMPLETE BOTH PAGES.** **Phone: (518) 457-5589** **Fax: (518) 485-1870**
A representative of the Department of Jurisdiction (contracting agency) must **COMPLETE CERTIFICATION AT BOTTOM.**

APPLICANT: NAME AND ADDRESS	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	TELEPHONE NO:

Prevailing Rate Case / PRC #
(found on wage schedule)

COUNTY:

Project Description:

DESCRIPTION OF LOCATION: (City, town, intersection, street or route, etc.)

NATURE OF PROJECT: (Check one)

- ☐ 1. NEW BUILDING ☐ 2. ADDITION TO EXISTING STRUCTURE ☐ 4. NEW SEWER OR WATERLINE ☐ 6. OTHER RECONSTRUCTION, MAINTENANCE REPAIR OR ALTERATION
☐ 3. HEAVY AND HIGHWAY CONSTRUCTION (NEW AND REPAIR) ☐ 5. OTHER NEW CONSTRUCTION ☐ 7. DEMOLITION

REASON FOR REQUESTING DISPENSATION:

DISPENSATION REQUIRED: (Complete statement below)

THIS MUST BE SIGNED

Application is made for a period beginning _____ and ending _____ to permit
(DATE) (DATE)
operations _____ hours per day, _____ days per week.

(Date)

(Signature of Contractor or Authorized Representative)

(PRINT NAME AND TITLE)

This Section to be Certified by an Officer of the Department of Jurisdiction

THIS MUST BE SIGNED

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PUBLIC WORK PROJECT IS OF AN IMPORTANT NATURE AND THAT A DELAY IN CARRYING IT TO COMPLETION WOULD RESULT IN SERIOUS DISADVANTAGE TO THE PUBLIC.

(DEPARTMENT OF JURISDICTION)

(AUTHORIZED SIGNATURE)

(STREET ADDRESS)

(PRINT NAME AND TITLE)

DATE

(TOWN, CITY, STATE)

(ZIP CODE)

TELEPHONE NO.: ()

COMPLETE AND RETURN

LIST THE JOB CLASSIFICATIONS FOR WHICH THIS DISPENSATION IS REQUESTED AND THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION.

[illegible]

**Subcontractor's Certification of Receiving Schedule(s) of Wages and supplements
in Compliance with the New York State Labor Law, Section 220-a.**

I, _____, as _____ of
(Title or Position)

(Company Name) (Subcontractor), a subcontractor of _____
(Prime) on PRC No. _____, am duly authorized to make this affidavit on behalf of this sub-
contractor, and being duly sworn, depose and say that:

In compliance with the provisions of Section 220-a of the Labor Law, do hereby state verify receipt from
Prime of the original schedule(s) of wages and supplements for this project applicable for the period from
July 1, 20____ through June 30, 20____ for the county(ies) of _____

Furthermore, by these present, I do hereby verify that I have reviewed said schedule(s), and agree for and on
behalf of Subcontractor to pay the applicable prevailing wage and to pay or provide the supplements
specified therein.

VERIFICATION:

Signature

STATE OF NEW YORK }
COUNTY OF } SS.:

On the day of , 20____, before me personally came _____,

to me known and who, being by me duly sworn, did depose and say that he/she is authorized to execute
the foregoing instrument on behalf of the Prime, has read the foregoing, knows the contents thereof,
knows same is true, and he/she has signed his/her name hereto.

Notary Public

Prevailing Wage and Supplements

The CONTRACTOR shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the CONTRACTOR shall be responsible for obtaining and paying workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at <https://dol.ny.gov/public-work-and-prevailing-wage>. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The NYSDOL prevailing wage rate schedule for this contract has been determined and is available online. The prevailing wage rate schedule may be accessed by visiting the NYSDOL website using the link above, navigating to the prevailing wage section, and entering the Prevailing Rate Case No. (PRC#) 2025006186.

BIDDER'S CHECK LIST

<input type="checkbox"/>	THE ENTIRE BID DOCUMENT IS RETURNED
<input type="checkbox"/>	Section 00020, Bid Sheet - Prices [Page 1] - Completed
<input type="checkbox"/>	Section 00020, Bid Sheet - Equipment [Page 2] - Completed
<input type="checkbox"/>	Section 00021, Bid Form - Completed
<input type="checkbox"/>	Section 00022, Non-Collusive Bidding Certification - Completed
<input type="checkbox"/>	Section 00023, Bid Security - 5% [cash, certified check, bid bond] - Attached
<input type="checkbox"/>	Section 00024, Statement of Surety's Intent - Completed

00020 BID SHEET

2022 SIDEWALK REPLACEMENT PROGRAM

Payment Item No.	DESCRIPTION	Estimated Quantity	UNIT	Unit or Lump Sum Price in Words	Prices in Figures			
					Unit Prices		Total Amount	
					\$	Cents	\$	Cents
1	Sidewalk Replacement	7,000	SF					
2	ADA Ramp Replacement	1,500	SF					
					TOTAL BID			

PHONE _____ COMPANY _____
 FAX _____ SIGNATURE _____
 E-MAIL _____ PRINTED NAME _____ TITLE _____
 STREET ADDRESS _____
 CITY, STATE & ZIP CODE _____

00020 BID SHEET

LIST EQUIPMENT OWNED BY BIDDER THAT WOULD BE USED WHILE PERFORMING WORK REQUIRED BY THIS CONTRACT

Page 2 of 2

[illegible]

Sidewalk Replacement Program

CITY OF ONEIDA, NEW YORK 00021 - BID FORM

TO THE COMMON COUNCIL:

The undersigned declares that _____ is/are the only person(s) interested in this bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair, and without collusion or fraud; and that no member of the Common Council or other officer of the City of Oneida or any person in the employ of said City is directly or indirectly interested in this bid, or in the supplies or works to which it relates or in any portion of the profits thereof.

The undersigned also declares that _____ has/have carefully examined the specifications therein referred to, which are on file in the office of the City Engineer and will provide all necessary machinery, tools, apparatus, and other means for construction and also do all the work and furnish all the materials called for by the City Engineer for the sums stated on the bid form(s) at Section 00020.

And _____ shall commence work within 14 days
(CONTRACTOR)
after signing the contract, and will progress therewith to its completion within 60 calendar days, in accordance with the terms of the contract.

Accompanying this bid is cash, a certified check or bid bond for: \$ _____ five percent (5%) of the bid price for the Base Project which shall become the property of the City of Oneida, if in case this proposal shall be accepted by said City through its Common Council, the undersigned shall fail to execute a contract with a performance bond to said City according to the requirements of the Information for Bidders; otherwise the said check is to be returned to the undersigned as stated in the Information for Bidders.

[Name of Individual, Partnership, Company, Corporation]

[Signature]

[Printed Name]

[Title]

P.O. Address: _____

Telephone # _____

FAX # _____

E-mail _____

Date: _____

Federal Tax ID # _____

00022 - NON-COLLUSIVE BIDDING CERTIFICATION

(See General Municipal Law Section 103-d)

By submission of this bid, the Bidder and each person signing on behalf of the Bidder, certify under penalty of perjury that to the best of knowledge and belief:

1. The prices in this bid, have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and;
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

The foregoing statement is affirmed as true under penalty of perjury.

NAME: _____

TITLE: _____

DATE: _____

FOR THE BIDDER: _____

Signature

(Corporate Seal, if any)

If no seal write-

"No Seal" across this
place and sign)

(This Form Must Be Completed Prior To The Submission Of The Bid)

00023 - BID SECURITY

(5% of BID Amount)

(Attach Here)

00024 - STATEMENT OF SURETY'S INTENT

To: City of Oneida Common Council (CITY)

We have reviewed the proposal of: _____
(CONTRACTOR)

of: _____
(Address)

for: _____
2025 Sidewalk Replacement Program
(Project)

Proposal for which will be received on: _____
(Date)

and wish to advise that should this proposal of the CONTRACTOR be accepted and the contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the CONTRACTOR.

Any arrangement for the bonds required by the contract is a matter between the contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

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

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate Seal if any. If
no seal, write, "No Seal"
across this place & sign).

(This completed form must accompany the submission of the bid\proposal)

SECTIONS 00110 - 00131

CONTRACT

FORMS

CITY OF ONEIDA, NEW YORK
00110-AGREEMENT

This AGREEMENT, made and entered into this day of _____, 2025 by and between THE CITY OF ONEIDA, 109 North Main Street, Oneida, New York 13421 (hereinafter the "CITY"), and (Enter contractor Name, address, City, State, ZIP) (hereinafter the "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, CITY wishes to have certain work performed in and for CITY; and

WHEREAS, CONTRACTOR wishes to perform such work in return for the compensation noted herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1.

Under this Agreement, CONTRACTOR shall perform the sidewalk replacement as described in the contract documents attached and incorporated hereof. In exchange for CONTRACTOR'S performance, CITY shall pay CONTRACTOR in accordance with the unit prices in the Bid Form.

Article 2.

In consideration of the payments to be made as hereinafter provided, and of the performance by the CITY of all of the matters and things to be performed by the CITY and herein provided; the CONTRACTOR agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good substantial workmanlike and approved manner, the work described under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Agreement and with the instructions, orders and directions of the City Engineer made in accordance with this Agreement. CONTRACTOR shall commence work within 14 days after being notified to proceed by the City Engineer, and will progress therewith to its completion within 60 calendar days, in accordance with the terms of the Agreement.

Article 3.

CONTRACTOR shall direct and supervise the day-to-day activities of its employees. It is agreed that CONTRACTOR shall report to the City Engineer and the City Engineer shall be responsible for inspecting and approving the work performed. Because this Agreement is being entered into between CONTRACTOR and a municipality, the Agreement is subject to the New York State Prevailing Wage Law. CONTRACTOR agrees to comply with such requirements in all respects.

Article 4.

- [a] CONTRACTOR shall obtain, and maintain throughout the term of this Agreement, the insurance and bonds as set forth in the Contract Documents, naming CITY as an additional insured thereunder by endorsement on an unrestricted primary and non-contributory basis on all lines of liability coverage and shall provide proof of such coverage to CITY before commencing work. Such insurance coverage shall indemnify and save harmless the CITY from all suits, claims or demands on account of the injuries or damages to person or property arising out of the performance of the work called for in this contract. Failure to maintain insurance coverage as listed herein shall be a material breach of this Agreement and shall subject CONTRACTOR to liability for damages, indemnification, and all other legal remedies available to CITY. The failure of CITY to object to the content of any Endorsement or Certificate or the absence of same shall not be deemed a waiver of any or all rights held by CITY.
- [b] CONTRACTOR and his subcontractors shall maintain Worker's Compensation and Employers Liability insurance as required by the State of New York. CONTRACTOR shall pay any and all applicable premiums and deductibles.
- [c] Endorsements, certificates of insurance or copies policies and all required bonds shall be approved as to form and sufficiency by the City Attorney prior to work being commenced.

Article 5.

CONTRACTOR hereby agrees to accept full responsibility for conclusions it has rendered relative to the nature and probable difficulties of the work, due to underground composition or other factor by which actual conditions are not readily visible or ascertainable; CONTRACTOR represents it is not relying upon any representations, if any, of CITY, its agents, and employees, whatsoever in this regard. CONTRACTOR further acknowledges that it has conducted an adequate and careful inspection of the work site.

Article 6.

The following documents shall constitute integral parts of the Agreement: Advertisement; Information for Bidders; Conditions of the Contract; Award of Contract; New York State Bidding Provisions; Affirmative Action; New York State Department of Labor Requirements; Bid; Agreement; Measurement for Payment and all interpretations of or addenda to the Contract Documents issued by the CITY or the City Engineer with the approval of the CITY (collectively known and referred to as the "Contract Documents").

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 7.

If CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Agreement, according to the true intent and meaning thereof, then CITY may make use of any of all remedies provided in the Contract Documents and shall have the right and power to proceed in accordance with the provisions thereof.

Article 8.

The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

NONE

Article 9.

CONTRACTOR agrees:

- [a] He hereby voluntarily and irrevocable submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- [b] This Agreement shall be construed and enforced in accordance with the laws of the State of New York, and any litigation brought by CONTRACTOR based on or arising out of this Agreement shall be brought only in the Supreme Court of Madison County, in the State of New York.
- [c] Any legal process or notice connected with any litigation may be served on the CONTRACTOR by United States registered mail, postage prepaid, addressed to CONTRACTOR at the address stated in this Agreement or at the address stated in this Agreement for the furnishing of notices to the CONTRACTOR, and that service in such manner shall constitute good and valid service of process upon CONTRACTOR.
- [d] The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph [c] immediately above, invalid service of process, and that CONTRACTOR will duly enter its appearance in any such action.
- [e] To the maximum extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless CITY, its officers, employees, consultants, contractors and agents from and against any and all losses, damages, costs and expenses including attorneys' fees, liabilities, fines and penalties resulting from and all claims, proceedings or actions of whatsoever kind or nature whether or not finally adjudicated including any settlement thereof, arising out of or in connection with or on account of any performance of this Agreement and this liability shall survive the termination or expiration of the Agreement.

Article 10.

All notices, objections and other communications hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested, postage prepaid, as follows:

If to CITY: Oneida City Mayor
 109 North Main Street
 Oneida, New York 13421

With copy to: Oneida City Clerk
 109 North Main Street
 Oneida, New York 13421

If to CONTRACTOR:

With copy to:

(Representative of Contractor)

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

SEAL

BY: Kyle Lovell, CITY MANAGER
 CITY OF ONEIDA, NEW YORK

SEAL

BY: (Representative of Contractor)

00111 - NOTARY

(Acknowledgment of Officer or Owner)

STATE OF NEW YORK :
COUNTY OF MADISON : ss.:

On this _____ day of _____, 2025 before me personally came _____, City Manager of the City of Oneida, to me personally known and known to me to be the same person who executed the foregoing Contract as such official, and that said he duly acknowledged to me that he executed the same pursuant to the power and authority vested in him by THE CITY OF ONEIDA COMMON COUNCIL and that said signature is so affixed pursuant to authority vested in him.

Notary Public

=====

(Acknowledgment of Contractor, if a Corporation)

STATE OF NEW YORK :
COUNTY OF MADISON : ss.:

On this _____ day of _____, 2025 before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Notary Public

00111 - NOTARY

(Acknowledgment of Contractor, If a Partnership)

STATE OF NEW YORK :
COUNTY OF MADISON : ss.:

On this _____ day of _____, 2025 before me personally came and appeared
_____, to me known and known to me to be one of the members of the
firm of _____ described in and who executed the foregoing
instrument, and he acknowledges to me that he executed the same as and for the act and deed of said
firm.

Notary Public

=====

(Acknowledgment of Contractor, If an Individual)

STATE OF NEW YORK :
COUNTY OF MADISON : ss.:

On this _____ day of _____, 2025 before me personally came and appeared
_____, Owner of _____, to me known and
known to me to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

Notary Public

SECTION 00120

CERTIFICATE

OF

LIABILITY

INSURANCE

(ATTACH HERE)

SECTION 00121

CERTIFICATE

OF

WORKERS' COMPENSATION

INSURANCE

(ATTACH HERE)

(Note ACORD Form no longer is acceptable proof of insurance)

SECTION 00122

CERTIFICATE

OF

NEW YORK STATE

DISABILITY BENEFITS

INSURANCE

(ATTACH HERE)

SECTION 00130

PERFORMANCE BOND

(ATTACH HERE)

SECTION 00131
LABOR & MATERIAL BOND

(ATTACH HERE)

SECTION 00140

CONTRACT

CLOSE-OUT FORMS

00140.01

**FINAL PAYMENT AFFIDAVIT
THAT PROJECT IS FREE FROM LIENS & CLAIMS¹**

To: Comptroller
 City of Oneida
 109 N. Main Street
 Oneida, New York 13421

Re: _____

(Project Title\Contract)

 In making application for final payment _____

(Prime Contractor)

certifies that the subject contract is free of any liens and that no right to any claim exists by any subcontractor or supplier of materials incorporated into the works.

_____ further certified that the premiums shall

(Prime Contractor)

be paid in order to keep the labor and material bond in force for a period of one year after date of final acceptance by the City of Oneida IAW Contract provision 00012.03, Contract Security.

(Signature of Owner or Officer)

(Typed Name of Owner or Officer)

(Name of contractor)

¹ This form shall be completed and shall accompany the request for final payment.

00140.02

**FINAL PAYMENT AFFIDAVIT
PREVAILING WAGE RATES
(Section 220a, NYS Labor Law)**

To: Comptroller
City of Oneida
109 N. Main Street
Oneida, New York 13421

Re: _____
(Project Title\Contract)

In making application for final payment for the subject contract\project
_____ certifies that it has received every verified
(Prime Contractor)
statement required to be obtained from its subcontractors pertaining to the subject contract\project
and that a copy of same has been filed with the City of Oneida.

SECTION II

In making application for final payment _____ further
(Prime Contractor)
certifies that all wages have been paid and that all hourly supplements have been paid or provided to
its workers...

**SECTION III
MARK THE APPROPRIATE CERTIFICATION BELOW**

_____ In making application for final payment _____
(Prime Contractor)
certifies that for each subcontractor whose employees have not been finally paid, a listing has been
attached to this affidavit which shows the name of each such subcontractor and that the names of that
subcontractors' employee(s) and the amounts of wages and\or supplement which remain unpaid.

OR

_____ In making application for final payment _____
(Prime Contractor)
certifies that it has no knowledge of amounts owing to any worker by any its subcontractors.

SECTION IV

_____ In the event that it is determined by the NYS Commissioner of Labor that any worker of any
subcontractor employed on the subject contract has been paid or provided pursuant to the scheduled
of prevailing wage and\or supplements, _____
(Prime Contractor)
shall be responsible for payment of such wages and supplements pursuant to Section 223 of the
Labor Law.

(Signature of Owner of Officer)

(Typed Name of Owner of Officer)

(Name of contractor)

SECTION 00170

MEASUREMENT

FOR

PAYMENT

00170 - MEASUREMENT FOR PAYMENT

Work Included:

All freight, mobilization, equipment, material, and labor for:

- a. The removal and replacement of all marked sidewalk flags following all specifications as stated in Section 02000 of the contract documents.
- b. Removal and replacement of marked ADA ramps following specifications stated in Section 02000 of the contract documents.

Measurement for Payment:

- Lump Sum (LS)
- Square Foot (SF)

as dictated in Bid Form

SECTION 00200

CONDITIONS

OF THE

CONTRACT

Conditions of the Contract

00200.01 Permits, Laws and Regulations

The CONTRACTOR shall acquire, at its own expense, all necessary permits from the County, State, City, or other public authorities; shall pay all fees and charges incidental to the due and lawful execution of the work done under this contract.

CONTRACTOR shall keep itself fully informed of all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders decrees and instructions of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such law, ordinance regulations, order, decree, or instruction, he shall forthwith report the same in writing to the City Engineer.

CONTRACTOR shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, decrees, and instructions.

00200.02 Definitions

Engineer: Shall mean the City Engineer or his representative acting for the Engineer within the scope of the particular duties assigned to them.

00200.03 Ground Available to Contractor

The CONTRACTOR shall confine its operations to such portions of the property of the CITY, and to the rights of way or easements acquired for the work as shown. Private property adjacent to the work shall not be entered upon or used by the CONTRACTOR for any purpose whatsoever without the written consent of the owner thereof.

All work in connection with the contract within or bordering on private or public property shall be conducted in such manner as will cause the minimum inconvenience and disturbance to it. No excavated materials or supplies of any kind shall be stored on private or public premises without the owner's consent, and all walks and driveways shall be kept open to uninterrupted passage.

The CONTRACTOR shall at its own cost and expense whenever so required, erect and maintain fences along the roadways, and around the grounds occupied by him, and of such character as will be sufficient for the protection of the adjoining property and all persons lawfully using the same.

Conditions of the Contract

00200.04 Travel not to be Obstructed

The CONTRACTOR shall not allow travel upon any street, park, roadway, or alley to be hindered or inconvenienced needlessly, nor shall the same be wholly obstructed without the written permission of the owner thereof. Upon receipt of such permission the CONTRACTOR shall cause plain and properly worded signs announcing such fact to be placed, with proper lighted barricades, at the nearest cross streets, upon each side of such obstructed portion, where travel can pass around the same in the shortest and easiest way.

The driveways to and from all fire department buildings and those required by all manufacturing plants, industrial establishments, and other business concerns for the proper continuance of their commerce shall be kept open and maintained in passable condition at all times unless modified by agreement between the CONTRACTOR and the property owner. The CONTRACTOR shall give reasonable notice to the owners of all private ways before interfering with them.

The CONTRACTOR shall give reasonable written notice to concerned police, bus, fire, ambulance, and school bus departments before initiating any activity which will restrict public travel or access to private property.

00200.05 Access to Work

The City, Engineer, inspectors, agents, other employees and representatives of state and federal regulating agencies, shall for any purpose, and any other parties who may enter into contracts with the CITY for doing work within the territory covered by this contract shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the CONTRACTOR, and the CONTRACTOR shall provide safe and proper facilities therefore. The CONTRACTOR shall, whenever so requested, give Engineer access to the proper invoices, bill of lading, etc., and shall provide scales and assistance for weighing or other assistance for measuring and testing any of the materials.

00200.06 Time Provisions

00200.06.01 Commencement and Completion of Work

The contractor shall commence the work within fourteen (14) days following the date specified in the Notice to Proceed and fully complete the work within the time specified in the bid. The contractor shall notify the engineer in writing, of his intention to enter upon the site of the work at least five (5) days in advance of such entrance.

Conditions of the Contract

00200.06.02 Rate of Progress

The rate of progress shall be as nearly uniform as practicable and shall be such that all work under the contract shall be completed within the time specified, or before such later date to which the time of completion may have been extended by the CITY.

00200.06.03 Extension of Time

If the CONTRACTOR is obstructed or delayed in the prosecution or completion of the work by the neglect, delay or default of any other contractors for adjoining or contiguous work, or by any damage that may happen thereto, by the unusual action of the elements, or by the abandonment of the work by the employees in a general strike, or by any delay on the part of the City or Engineer doing work or furnishing material, the CONTRACTOR shall have no claim for damages against the CITY or Engineer for any such cause or delay, but they may in such case be entitled to an extension of time specified herein for the completion of the work, provided, however, that claim for such extension of time is made by the CONTRACTOR in writing within ten (10) calendar days from the time when such alleged cause for delay shall occur.

An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and delay attributable to each of such causes. The CONTRACTOR shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the CITY may determine to be solely to such causes, and then only if the CONTRACTOR shall have strictly complied with all of the requirements of this section.

The CONTRACTOR shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the CITY irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or omission of the CONTRACTOR or of its subcontractor or material men, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault, or omission.

00200.07 Agreed Upon Damages

If the work required by this contract is not completed within the time specified because of fault by the CONTRACTOR, the CONTRACTOR shall be liable for agreed upon damages of two hundred fifty dollars (\$250.00) per day for each calendar day beyond the required completion date, such sum being not in the nature of a penalty, but representative of the reasonable damages sustained by the CITY, and as part of the consideration of the contract. Such agreed upon damages may be deducted by the CITY from the amount due the CONTRACTOR before the balance is payable to the CONTRACTOR.

Conditions of the Contract

00200.08 No Waiver of Rights

Neither the inspection by the Engineer, CITY, or any of its employees, nor any order of the CITY, for payment of money, nor any order, measurement or certificate by the Engineer, nor payment for, nor acceptance of the whole or any part by the Engineer or CITY, nor any extension of time, nor any possession taken by the CITY or employees shall operate as a waiver of any provision of this contract, or of any power herein reserved, nor shall any waiver of any breach of this contract be held to be a waiver of any other subsequent breach. All remedies in this contract shall be taken and constructed as cumulative; that is, in addition to each and every other remedy, wherein provided, and the CITY shall have any and all equitable and legal remedies which it would in any case have.

00200.09 Safety and Protection

The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work and any other persons who may be affected thereby.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of public bodies having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including without limitation, the Department of Labor, Safety & Health regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under section 107 of the contract work hours and Safety Standards Act (PL 91-54). The CONTRACTOR shall erect and maintain as required by the conditions and the progress of the work, all necessary safeguards for safety and protection, and in addition they shall comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractor of America, Inc.

The CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTORs superintendent unless otherwise designated.

The CONTRACTOR shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when people are employed on the work.

The CONTRACTOR shall be solely responsible for the safety, efficiency and adequacy of its plant, equipment, and methods.

Conditions of the Contract

00200.10 Care and Protection of the Work

From the commencement until the acceptance of the Work, the CONTRACTOR shall be solely responsible for the care of the Work covered by the Contract and for the materials, supplies and equipment delivered at the Site intended to be used in the Work; and all injury or damage to the same from whatever cause, shall be made good at his expense. The CONTRACTOR shall provide suitable means of protection for and shall protect all materials intended to be used in the Work, all Work in progress, and all completed Work. The CONTRACTOR shall take all necessary precautions to prevent injury or damage to the Work by flood, fire, freezing or from inclemencies of the weather.

The CONTRACTOR shall neither load nor permit any part of a structure to be loaded with weights that will endanger the structure, and shall not subject any part of the Work to stresses or pressures that will endanger it.

In the event that the CITY must take occupancy and the CONTRACTOR is behind schedule, the provisions of the article still apply.

00200.11 Maintaining Flow of Sewers, Water Lines and Drains

The CONTRACTOR shall, at its expense, provide for and maintain the flow of all sewers, drains, house inlet connections, and water courses which may be met with during the progress of the Work. The CONTRACTOR shall not allow the contents of any sewer, drain, or house inlet connection to flow into trenches, sewers, or other structures to be constructed under the Contract, and shall at its expense, immediately remove from the vicinity of the Work and cart away to a proper disposal site all offensive matter. Surface runoff and groundwater shall not be discharged to the existing sanitary sewer system under any condition or circumstance.

The Contractor shall notify the Owner at least one day in advance if any disruption of service is anticipated or required.

In the case of accidental damage to a water or sewer line, gas main or electrical conduit, the repairs of such break shall have priority over all other operations. The parties whose services are affected by the break shall be notified at once and all assistance given to supply emergency water, gas, or electricity where necessary by temporary lines, tank truck, or other means. The CONTRACTOR shall have the obligation at its expense to assure that all water, gas, electric and sewer connections serving private or public property shall be promptly and correctly restored to the utility company's specifications.

Conditions of the Contract

00200.12 Changes

00200.12.01 CITY's Changes In The Work

- (a) The CITY at any time without notice to any surety may make changes in the work of the CONTRACTOR by making alterations therein, by making additions thereto, or by omitting work therefrom, and no such action shall invalidate the contract, relieve or release the CONTRACTOR from any guarantee under the contract affect the terms or validity of any bond, relieve or release any surety, or constitute grounds for any claim by the CONTRACTOR for damages or loss of anticipated profits. All work required by such alterations, additions, or omissions shall be executed under the terms of the contract.
- (b) Other than in an emergency endangering life or property or pursuant to a field order, the CONTRACTOR shall not make any change in the work nor furnish any labor, equipment, materials, supplies or other services in connection with any change except pursuant to and after receipt of a written authorization from the CITY in the form of a change order, modification, or proceed order. The CONTRACTOR shall not be entitled to any increase in the contract price or extension of the contract time, and no claim therefor shall be valid unless such written authorization has been so issued to the CONTRACTOR.
- (c) The Engineer may authorize minor changes in the work which do not alter the character, quantity or cost of the work as a whole. These changes may be accompanied by a field order. The CONTRACTOR shall carry out such field orders promptly and without any adjustment of the contract price or contract time.

00200.12.02 Changes in Price Resulting From Changes in the Work

Any adjustment in the contract price resulting from changes in the work ordered by the CITY as in this section provided shall be determined as follows:

- [a] By such applicable unit prices, if any, as are set forth in the contract; or;
- [b] If no such unit prices are so set forth, then by unit or by a lump sum mutually agreed upon by the CITY and the CONTRACTOR; such unit prices or lump sum being arrived at by estimates prepared as outlined in [c] below:
- [c] If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then determination shall be made as the sum of the following:
 - Actual net cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary,

Conditions of the Contract

- Cost of materials delivered to the job site for incorporation into the contract work,
- Wages paid to workmen and foremen and wage supplements,
- Premiums or taxes paid by the CONTRACTOR for workmen's compensations insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates,
- Sales and use taxes paid as required by law,
- Allowances for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer.

Rental rates approved for payment shall be in accordance with those published in that issue of the Associated Equipment Distributors (AED) Rental Guide, current at the time the work is done. In the event that rental rates for equipment used in the performance of extra work are not listed in the AED Rental Guide, rental rates will be approved for payment which are consistent with those prevailing in the construction industry in the area of the work. Monthly, weekly, or daily rates shall apply, pro-rated, to the actual time the equipment is in use; the classification of monthly, weekly or daily rate to be used shall be determined by the length of time the piece of equipment under consideration was in use on the total project under contract plus the time used in the performance of the extra work plus additional subsequent time used on the total project under contract. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the CONTRACTOR, and as approved by the engineer suitable equipment is not available on the site, the moving of said equipment will be paid for at actual cost.

The CONTRACTOR will be required to submit evidence satisfactory to the Engineer to substantiate each and every item included above.

The amounts allowed for overhead and profit shall not exceed the applicable percentages established as follows:

If the work is done directly by the CONTRACTOR, overhead in an amount of ten percent (10%) may be added to all costs above and to this amount there may be added ten percent (10%) for profit.

If the work is done by a subcontractor, subcontractor's overhead in the amount of five percent (5%) may be added to all costs above and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the subcontractor's profit. To this amount there may be added ten percent (10%) for the CONTRACTOR's combined overhead and profit.

The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth above. No percentages for overhead and profit will be allowed on the premium portion of overtime pay or payroll taxes.

Conditions of the Contract

Overhead is defined as all costs or expense not included above including administration superintendents, insurance not outlined above, material used in temporary structures, additional premiums placed upon the labor and performance bonds of the contractor and small hand tools.

00200.12.03 Proceed Order

If the CITY and the CONTRACTOR cannot agree upon an equitable adjustment of the contract price prior to performance of the change in the work, a proceed order shall be issued authorizing the change, and the CONTRACTOR shall proceed with the work thereof by the most economical methods. Upon completion of the change in the work and a determination of the adjustment in the contract price, a change order shall be issued.

00200.13 Estimated Quantities

The CONTRACTOR agrees that the estimated quantities stated in the bid are only for the purpose of comparing on a uniform basis, the bids offered for the work under the contract, and the CONTRACTOR further agrees that it is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that it will make no claim of any nature against the CITY or Engineer because of a difference between quantities of the various classes of work actually furnished and the said estimated quantities, even though the estimated quantities prove grossly different from the actual, and that the Engineer may without alteration or modification of the contract increase, or omit the amount of any class or portion of the work as may be deemed necessary.

00200.14 Temporary Electric Light and Power

It is the obligation and responsibility of the CONTRACTOR to provide and maintain temporary facilities for furnishing light and power necessary for operations under the Contract, and to make all necessary arrangements therefor, including all required connections, ordering the meter, and paying all fees and inspection charges.

The CONTRACTOR shall make the temporary light and power facilities available to any and all subcontractors, for their use in connection with their contracts, and may charge each subcontractor for such service an amount not to exceed a fraction of the cost of the services, as billed by the utility, proportional to the value of the Project. Removal of temporary facilities shall be by the CONTRACTOR. The installation and meters shall remain until need for same has ceased or until completion of the Contract.

Conditions of the Contract

00200.15 Prices

The prices herein agreed to for the performance of the work shown and as specified, shall be inclusive, that is, the said price shall include not only the doing of the work but also the furnishing of all labor tools, and materials whether the same are required directly or indirectly, unless otherwise specified.

Where work is to be measured for payment by units of length, area, volume or weight as stated in the bid, only the net amount of work actually performed, as it shall appear in the finished work and as measured only inside of the payment lines described in the contract drawings, or as ordered, shall be paid for, local customs to the contrary notwithstanding. For estimating quantities of Earthwork and Sub grade the end area method shall be used between the curblines, except at intersections where the surface area times irregular shaped sections times a depth of 12 inches shall be used to determine the volume. Where the computation of other areas by geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

Where a lump sum price is bid for an item in the bid, the lump sum price shall be for the work complete as described in the pay item and shall include the cost of all equipment, materials, and labor, specified or implied, incidental to work complete and ready for service and in accordance with the contract documents.

00200.16 Schedule of Values

Three (3) copies of the Application and Certificate for Payment shall be submitted to the City Engineer for his approval. Subcontractors shall submit invoices in three (3) copies describing the material furnished and/or work performed to the CONTRACTOR for approval. The CITY will make payments based on these estimates, retaining five (5) percent. Any payment made for materials and equipment delivered will not relieve the CONTRACTOR of any responsibility for furnishing all the necessary equipment and materials as needed for prosecution of the work in the same manner as if such payment had not been made.

Application for Payment shall be on AIA Document G702, Application and Certificate for Payment which requires notarization.

The schedule of values shall be on AIA Document G703, Continuation Sheet.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

CONTRACTOR:

PROJECT:
SIDEWALK
REPLACEMENT
PROGRAM

CONTRACT FOR:

VIA CITY ENGINEER:JEFFERY A. ROWE

CONTRACTOR'S APPLIC ATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM\$

0. Net Change By Change Orders\$

3. CONTRACT SUM TO DATE (Line 1 +2).....\$

4. TOTAL COMPLETED & STORED TO DATE\$
(Column G on G703)

5. RETAINAGE:
a. % of Completed Work
(Columns D & E on G703)\$

b. % of Stored Material
(Column F on G703)\$
Total Retainage
(Line 5a + 5b or Total in Column 1 of G703)\$

6. TOTAL EARNED LESS RETAINAGE.....\$
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$

8. CURRENT PAYMENT DUE\$

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$

CHANGE ORDER SUMMARY	ADDITIONS	
Total changes approved in previous months by Owner	\$	\$
Total Approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed t and not the truthfulness, accuracy, or validity of that document.

By: _____Date: _____
State of: _____County of: _____
Subscribed and sworn before me on this _____by: _____proved to me
on the basis of satisfactory evidence to be the person who appeared before me.

Notary: _____My Commissioning Expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED... \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CITY ENGINEER:
By: _____Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply

APPLICATION DATE:
PERIOD TO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTL Y STORED (NOT IN	G		H BALANCE TO FINISH (C-G)	I RETAINAGE -5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1		\$	\$	\$	\$	\$		\$	\$
2		\$	\$	\$	\$	\$		\$	\$
3		\$	\$	\$	\$	\$		\$	\$
4		\$	\$	\$	\$	\$		\$	\$
5		\$	\$	\$	\$	\$		\$	\$
6		\$	\$	\$	\$	\$		\$	\$
7		\$	\$	\$	\$	\$		\$	\$
8		\$	\$	\$	\$	\$		\$	\$
9		\$	\$	\$	\$	\$		\$	\$
10		\$	\$	\$	\$	\$		\$	\$
11		\$	\$	\$	\$	\$		\$	\$
12		\$	\$	\$	\$	\$		\$	\$
13		\$	\$	\$	\$	\$		\$	\$
14		\$	\$	\$	\$	\$		\$	\$
15		\$	\$	\$	\$	\$		\$	\$
17		\$	\$	\$	\$	\$		\$	\$
18		\$	\$	\$	\$	\$		\$	\$
20		\$	\$	\$	\$	\$		\$	\$
SUB TOTALS:		\$	\$	\$	\$	\$		\$	\$
Change Orders									
1		\$	\$	\$	\$	\$		\$	\$
2		\$	\$	\$	\$	\$		\$	\$
3		\$	\$	\$	\$	\$		\$	\$
CHANGE ORDER TOTALS:		\$	\$	\$	\$	\$		\$	\$
GRAND TOTALS		\$	\$	\$	\$	\$		\$	\$

Conditions of the Contract

00200.17 CITY's Right to Withhold Payments

The CITY may withhold from the CONTRACTOR so much of any approved payments due as may in the judgment of the CITY be necessary:

- (a) To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work.
- (b) To protect the CITY from loss due to defective work not remedied, or;
- (c) To protect the CITY from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others caused by the act of negligence of CONTRACTOR, or any of its subcontractors.

The CITY shall have the right as agent for the CONTRACTOR to apply any such amounts so withheld in such manner as the CITY may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the CONTRACTOR.

00200.18 Final Inspection

The Engineer shall make a final inspection of all work included in the contract as soon as possible after notification by the CONTRACTOR that the work is completed and ready for inspection. The Engineer will advise the CONTRACTOR, in writing, as to the particular items to be corrected before the work can be given final approval.

00200.19 Final Payment

Upon completion of the final inspection and the correction of any work required for final approval of the work; and the submission by the CONTRACTOR of acceptable affidavits, certificates of waivers (see affidavit forms provided following Conditions of the Contract) showing that no right to lien exists in connection with the work; and submission of acceptable evidence by the CONTRACTOR as to the satisfaction of all claims, the CITY shall pay to the CONTRACTOR the balance of the contract price of the work as indicated by the final estimate prepared by the Engineer, including the retained percentage. All prior estimates and payments including those relating to extra work, shall be subject to correction by this estimate and payment, which throughout this contract is called "final payment".

00200.20 Guarantee

All work performed under the contract shall be guaranteed for one year. The guarantee period shall start from the date of final approval.

Upon completion of the one year guarantee period, the CONTRACTOR at its own expense shall furnish such labor and material as the Engineer may require to facilitate the one year inspection.

Conditions of the Contract

00200.21 Acceptance of Final Payment Constitutes Released

The acceptance by the CONTRACTOR of the final payment shall be and shall operate as a release to the CITY of all claims and of all liability to the CONTRACTOR for all things done or furnished in connection with this work, and for every act and neglect of the CITY and others relating to or arising out of this work, excepting the CONTRACTOR's claim for interest upon the final payment if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or its sureties from any obligation under the contract or the performance bond.

00200.22 Breakdown of Lump Sum Items

The CONTRACTOR shall within three (3) weeks after award of the contract prepare and submit to the engineer for approval, a breakdown of all lump sum bid prices contained in his contract, with the total prices apportioned into component parts of the various types and categories of material and labor involved in each lump sum item. The approved breakdown will be used in the preparation of the current estimate as well as to determine any adjustment in the bid lump sum due to a required increase of work for that lump sum item.

00200.23 Old Materials

All materials removed from old construction and all materials or articles of value found in the excavation or on the site of the work shall be brought to the attention of the CITY or CITY's agent, and if he shall so order, shall be property of the CITY, and shall be carefully preserved for future use. If not claimed by the CITY, such material or articles shall be removed and disposed of by the CONTRACTOR at his own expense. The CITY will take possession of any asphalt concrete millings and will furnish vehicles to haul said material.

00200.24 CITY's Right to Accept Portions of Work

The CITY reserves the right to accept for service any portion of the work at any time during the contract period without prejudice to the CITY in enforcing any provisions of the contract.

00200.25 Disposal of Excavated Material

The CONTRACTOR will be required to dispose of all excavated material including but not limited to pavement, dirt, bricks, concrete, pipe, ties, rails, etc. Disposal shall be in accordance with the local laws, ordinances or rules of the governmental body having jurisdiction of the area where disposal is made.

SECTION 01000

GENERAL

SPECIFICATIONS

01000 - General Specifications

01000.01 Pre-Construction Meeting:

Prior to the start of construction by the successful bidder, a general information meeting shall be held with the CITY and the CONTRACTOR. The meeting shall cover the general features of the project and any special requirements.

01000.02 Samples, Tests and Cited Specifications:

All materials and products proposed to be used in construction shall be inspected, sampled and tested as required by the specifications.

The selection of bureaus, laboratories and agencies for the inspection and tests of supplies, materials and equipment shall be subject to the approval of the Engineer. Satisfactory documentary inspection and tests shall be furnished to the Engineer by the CONTRACTOR prior to the incorporation of the material in the work.

Unless otherwise directed, no materials shall be used until accepted by the City Engineer, and such material shall be used only so long as the quality remains equal to that of the accepted sample. This initial acceptance of a material shall in no way preclude further examination and testing of a material at any time the Engineer suspects that the material is no longer properly represented by the accepted sample. The acceptance at any time of any materials shall not bar its further rejection if it is subsequently found to be defective in quality or uniformity.

Unless otherwise designated, when a reference is made in these specifications to a specification or test designation either to the ASTM, Federal specifications, or any other recognized non-proprietary national organization, it shall mean the specification or test method which is current on the date of advertisement for bids.

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection, shall be immediately removed from the site of the work.

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage shall be inspected prior to their use in the work and shall meet the requirements of the contract at the time of their use.

The expense of all required inspection, sampling, testing and qualification of plants and manufacturers or fabricators, shall be borne by the CONTRACTOR and shall be included in the unit price or lump sum price for that item.

01000 - General Specifications

01000.03 Intent of Specifications:

The intent of the specifications is to provide for the work herein outlined to be complete in every detail for the purpose designated and the CONTRACTOR hereby agrees to furnish everything necessary for such construction, notwithstanding any omission in the drawings or specifications.

The CONTRACTOR shall make requisite excavations or embankments; do all clearing, ditching, diking, pumping, bailing, and draining, lay all underdrains; place all sheeting, shoring, bracing, and supporting; to do all fencing, lighting, watching; make all provisions necessary to maintain and protect buildings, water pipes, gas pipes, sewers, drains, conduits, culverts, fences, walls, poles, trees, earth banks and slopes, sidewalks, railways and other structures, except as hereinafter provided; repair all damage done to such structures, banks or slopes, provide all bridges, fences, or other means for maintaining travel on intercepted streets and on streets in which the work is carried on; construct all foundations, all concrete, brick, stone and timber work; set in place all iron and steel work and reinforcements; drive all piles; lay all pipe sewers and drains; make all connections with or between, and alterations of existing sewers and structures; refill all trenches and excavations and resurface and repave all streets; construct all buildings and structures; furnish and install all equipment; clean away all rubbish and surplus materials; and to furnish all materials (except those herein specially mentioned as furnished by the owner), tools, implements, and labor required to build and put in complete working order the work contemplated in this contract.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications, said reference to any specific duty or liability being merely for purposes of explanation.

It shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and in strict accordance with contract documents.

All materials and workmanship shall be in every respect in accordance with the best modern practice. Whenever the contract drawings, specifications, or directions of the engineer admit of a reasonable doubt about what is permissible, and when they fail to state the quality of any work, the interpretation which required the best quality of work is to be followed.

01000 - General Specifications

01000.04 Work in Storms:

The mixing and placing of concrete, the laying of sewer line, and/or the placement of asphalt shall be stopped during rainstorms, if required by the Engineer. All freshly placed concrete work shall be protected by canvas or other suitable covering in such manner as to prevent water from coming in contact with it. Sufficient covering shall be provided and kept ready at hand for this purpose.

01000.07 - Accident Prevention:

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions of the manual of accident prevention in construction, published by Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

The CONTRACTOR shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the work.

01000.08 Cleaning Structures and Site:

As the work progresses, all rubbish, refuse, unused materials and tools shall be removed from the site, and the site left in a neat and orderly condition. Whenever the clearing of rubbish from, or the repairing of streets, roadways, passageways or areas, or the repairing of fences or damages is neglected, the Engineer will give notice to that effect to the CONTRACTOR, and if such rubbish is not removed or if said repairing is not done within five days thereafter, or if the CONTRACTOR does not at once take the necessary precaution to insure the safety of travel, the CITY may employ other parties to do such work and the expense thereby incurred shall be deducted from any moneys due or that may become due to the CONTRACTOR.

On completion of the contract, all pipe lines, buildings and other structures shall be left clean and free from obstructions. All rubbish, refuse, unused materials, and CONTRACTOR 's equipment and tools shall be removed and the site shall be left in a neat and orderly condition for use. All equipment shall be cleaned and left in a bright clean and polished and new appearing condition.

01000 - General Specifications

01000.09 Surface and Subsurface Conditions

01000.09.01 Protection of Existing Structures

It shall be the sole responsibility of the CONTRACTOR and at its expense to 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 its 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 itself, and its subcontractors, employees and agents in and about said Work or in the execution of the Work covered by this Contract.

It shall be the sole responsibility of the CONTRACTOR, and at its expense to 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 it shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.

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. The responsibility 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.

The CONTRACTOR shall at all times have available onsite 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.

In case injury occurs to any portion of a pipeline or structure, or to the material surrounding or supporting the same, the CONTRACTOR shall immediately notify the Engineer, and, at the CONTRACTOR's expense, shall remove such injured Work and shall rebuild the pipeline or structure and shall replace the material surrounding and supporting the same, or shall furnish such material and perform such work of repairs or replacements as the Engineer may order. In the case of utilities, the CONTRACTOR shall immediately notify the utility company, and provide all assistance for the repair of the utility by the utility company unless authorized to undertake such repairs directly by the utility company. Any damage whatsoever shall be promptly, completely, and satisfactorily repaired by the CONTRACTOR at its expense to the satisfaction of the Owner, or owner of the utility.

01000 - General Specifications

01000.09.02 Protection of Utilities

All utilities whose facilities may be affected by the Work of the Contract shall be notified by the CONTRACTOR at least 72 hours in advance of the start of any operations which might affect such facilities.

The removal, replacement, support, or other handling of private and public utilities coming within the lines of the Work shall be accomplished by the CONTRACTOR at its expense in accordance with arrangements satisfactory to the owner or operator of the utility involved. The CONTRACTOR, at its expense, shall remove, replace, or support all utilities as required.

The CONTRACTOR shall not permit nor cause any hindrance to or interference with any individual, municipal department, public service corporation, or other company or companies in protecting its or their mains, pipes, poles, posts, or other structures, nor in shifting, removing, or replacing the same. The CONTRACTOR shall allow said individual, department, company, or companies to take all such measures as they may deem prudent to protect their structures.

Where it is necessary to interrupt water, gas, or other public utility service to remove, realign, or change a subsurface structure, the Work shall proceed with expedience and shall be continuous after interruption of service until completion of the removal, realignment, or change and return of the utility service to its normal state.

01000.09.03 Replacement of Property

The CONTRACTOR shall replace all pavement, driveways, fences, shrubs, lawns, trees, and any other public or private property damaged as a result of the Work under this Contract. All such replacement shall be done in accordance with the applicable specifications and no separate or extra payment will be made unless specifically provided for in the Payment Items. In all cases said replacement shall be new and at least equal to the original conditions.

01000.10 Inspections of Work:

Inspection services, performed by the Engineer pursuant to this contract whether of material or work, and whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the contract plans and specifications.

Nothing contained herein shall create, or be deemed to create: (1) Any duty upon the Engineer to supervise the construction procedures and safety procedures followed by any CONTRACTOR or subcontractor or their respective employees or by any other persons at the job site, or: (2) Any liability whatsoever by the Engineer to any employees or any contractor or subcontractor or to any other person.

01000 - General Specifications

01000.11 Noise Control:

All construction equipment presenting a potential noise nuisance shall be provided with noise muffling devices. In addition, work shall be restricted to normal working hours: (7 am-8 pm).

01000.12 Quality:

All equipment and materials furnished under the contract shall be manufactured within North America. All items of equipment and materials of like type, furnished under one contract shall be the product of one manufacturer, unless otherwise specified.

All materials furnished or incorporated in the work shall be new, unused, of the best quality, especially adapted for the service required and whenever the characteristics of any material are not particularly specified, such material shall be used as is customary in first class work of a nature for which the material is employed.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and tests by the Engineer and other representatives of the CITY, at any and all places where such manufacture or construction are carried on.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable an examination of any portion of the work already completed by removing or tearing out the same, the contractor shall, upon requires, furnish promptly all necessary facilities, labor, and materials.

If such work is found to be defective in any material respect, due to fault of the CONTRACTOR or any subcontractor, or of any of his subcontractors, or if any work shall be covered over without the approval or consent of the Engineer (whether or not defective), the CONTRACTOR shall be liable for the expenses of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and such work is found to meet the requirements of the contract, the CONTRACTOR shall be recompensed for the expenses of such examination and reconstruction in the manner herein provided for the payment of costs of extra work.

Rejected work or material shall be removed from the site.

The selection of bureaus, laboratories, and agencies for the inspection and tests of supplies, materials, or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the material has passed the required inspection and tests, must be furnished to the Engineer by the CONTRACTOR prior to the incorporation of the material in the work.

01000 - General Specifications

01000.13 Equivalent Products:

Whenever definite reference is made in these specifications, or on the plans, to any particular brand name for an item of equipment or material, it is to be understood that any equivalent product complying with the requirements of the plans and specifications, as determined by the Engineer, will be acceptable.

01000.14 Experience Clause:

All supplies and equipment shall be furnished by manufacturers who shall have at least ten (10) years' experience in the design, production, assembly, and field service of equipment of like type, size, and capacity. Where required by the Engineer, the Contractor shall supply a list of at least three successful installations.

It is the intent of these specifications to procure the best equipment and services which are available for the intended duty.

01000.16 Provisions Required By Law Deemed Inserted

Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

SECTION 02000

TECHNICAL SPEC

02000.01 TECHNICAL SPECIFICATION

1. GENERAL

1.1. Summary

1.1.1. This section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.1.1. The specifications as heretofore set forth is general in nature and scope and shall not be construed as to limit the work other than the requirement that the new walk shall match the specification in materials, appearance, configuration and details

1.1.1. All workmen shall be skilled and qualified for the work that they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified.

1.1.2. Furnish and install all concrete pavements and all incidental work required to complete this section.

1.2. Quality Assurance

1.2.1. Standards to comply with the provisions of ACI 301

1.3. Scope

1.3.1. The work required by these specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment and materials and performing all operations necessary for the properly complete contract work as shown on the plans, as mentioned in these specifications, and as evidently required, to the complete satisfaction of the City and its authorized representatives.

2. Action Submittals

2.1. Qualification Data

2.1.1. Supplier Certifications

2.1.1.1. Provide certification that identifies the concrete supplier, including the name, address, and factory location.

2.1.1.2. Provide certification that the concrete supplier has been in business for 10 or more years under the same name.

2.1.2. Installer Certifications

2.1.2.1. Provide certification the installer has been in business for 5 years or more under the same name.

2.1.2.2. Provide a list containing 5 documented sidewalks replacements, each replacing a minimum of 500 square feet, that took place within the past year.

2.1.3. Lab Results

2.1.3.1. Provide Certification of testing for ASTM standards listed in section 7, References and Standards.

3. Informational Submittals

3.1. Qualification Data

3.1.1. For a qualified concrete supplier.

3.1.2. For a qualified sidewalk installer.

4. PRODUCTS

4.1. Concrete

4.1.1. Portland Cement shall be of a well-known and acceptable brand, and shall conform to the latest Standard Specifications for ASTM C-150, General Construction Concrete, type IIA.

4.1.2. Concrete shall have a minimum 28-day compressive strength of 3750 psi according to ASTM C-39, and a slump of 2 to 4 inches according to ASTM C-143.

4.1.3. Air entrained cement or an air entraining admixture shall be used to obtain air entrainment in the range of 4% to 6%. Air entrained cement shall be tested following ASTM C-231 or another approved testing procedure. Air-entraining admixtures shall conform to the requirements of ASTM C-260, and shall be added to the mixer at the batching plant.

4.1.4. No concrete shall be poured in temperatures colder than 45 degrees Fahrenheit, nor during precipitation.

4.2. Sub-base

4.2.1. All existing sidewalk, stones, earth, boulders, solid rock and other materials shall be removed to 6" below the sub -base depth. Any water valves, gas valves, manholes or other utility structures located in the walk shall be adjusted to the finished grade of the new walk. If trees or tree roots protrude into the subbase or base area, adjustments or corrections may be necessary.

4.3. Coarse aggregate

4.3.1. Coarse aggregate shall be broken stone or gravel consisting of clean, hard, tough, durable fragments of uniform quality throughout; free from soft pieces, mud, dirt, organic or other injurious material and shall contain not more than 1% dust by weight.

4.4. Fine Aggregate

4.4.1. Fine aggregate shall be sand consisting of clean, hard, durable, uncoated particles of quartz or other rock, free from lumps of clay, soft or flaky material, loam, organic or other injurious material. In no case shall sand containing frozen lumps be used. Fine aggregate shall contain not more than 3% of material finer than the #200 sieve, using AASHTO method T-11.

4.5. Processed Gravel Base

4.5.1. Gravel base shall consist of 6" of gravel on a straight grade 4" below the finished grade of the new walk, and 7 inches below grade within driveways.

4.5.2. Crushed gravel shall consist of clean, durable, sharp-angled fragments of gravel that are free of coatings.

4.5.3. Coarse and fine aggregates shall be combined and mixed by approved methods so that the resulting material shall conform to the following gradation requirements.

Square Mesh Sieve	Percent Passing by Weight
1 – ½"	100%
¼"	30% - 60%
#200	Less than 10%

4.6. Expansion Joint Sealer

- 4.6.1. Expansion joint sealer shall be an approved two component polysulphide polymer material commonly referred to as synthetic rubber caulking for masonry walks and walls. Color to approximate concrete gray.
- 4.6.2. Expansion joint sealer shall be non-oil bearing premolded filler 3/8" in thickness conforming to New York State Department of Transportation Standard Specification, Section 705-07.

5. EXECUTION

5.1. Surface Preparations

- 5.1.1. All existing sidewalk, stones, earth, boulders, solid rock and other materials shall be removed to 6" below the sub-base depth.
- 5.1.2. Remove loose material from the compacted surface immediately before placing concrete. Proof roll prepared subbase surface to check for unstable areas and the need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive concrete.

5.2. Form Construction

- 5.2.1. All forms shall be set true to line and grade as determined by the City Engineer, and held rigidly in place. They shall be either of metal or of acceptable planed and matched lumber, and of such construction that there will be no interference to inspection of grade and alignment, and that a smooth, uniform surface will be provided.
- 5.2.2. 2 x 4's and 2 x 6's ARE NOT 4" & 6" wide – Full dimension lumber must be used.
- 5.2.3. Set forms to the required grades and lines, rigidly braced and secured with wood or metal stakes. Install sufficient lengths of forms to allow continuous progress of the work, and so that forms can remain in place at least 24 hours after concrete placement.
- 5.2.4. All form work shall be adequate to produce clean straight lines. New concrete shall meet existing concrete with matching tool joints and edging.

5.3. Wire Mesh Placement

- 5.3.1. The concrete sidewalk shall contain wire mesh, 6x6, 10-10 gauge steel, in all driveways. Mesh shall be suspended 2 inches above the subbase on "chairs" or similar devices prior to the pour. Reinforcement shall not be "picked up" during or subsequent to the pour.

5.4. Joints

5.4.1. General

5.4.1.1. Construct expansion joints and score lines true to line with face perpendicular to surface of the walks, unless otherwise shown.

5.4.1.2. Contraction joints shall be cut true to line with face perpendicular to surface of the walks, and every 5 feet of length for concrete walks, unless specified otherwise.

5.4.2. Contraction Joints

5.4.2.1. Provide contraction joints at the end of all pours and at locations where placement operations are stopped for a period of more than one-half hour. Where the walk is wider than 5 feet, contraction joints shall be placed every five (5) feet of width.

5.4.2.2. Contraction joints shall be located to match scoring pattern and edge shall be finished accordingly.

5.4.3. Expansion Joints

5.4.3.1. Locate expansion joints to match scoring pattern. Provide premolded joint filler for all expansion joints and to isolate concrete pavement from all abutting concrete pavements, curbs, catch basins, manholes, inlets, structures, walks, walls, and other fixed objects.

5.4.3.2. Extend joint fillers full width and depth of the joint, and not less than one-half inch or more than one inch below the finished pavement surface. Furnish joint fillers in one-piece lengths for the full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

5.4.3.3. Expansion joints shall be located every 25' of length along the concrete walk.

5.5. Sealer

5.5.1. Seal top half-inch all expansion joints with expansion joint sealer in accordance with manufacturer's directions.

5.6. Saw Cuts

5.6.1. Where the section or damaged or cracked sidewalk are to be replaced, and the distance to the closest expansion joint is over 4 feet, the walk shall be cut at the nearest contraction joint. The cost of this cut shall be included in the unit price for Sidewalk Replacement.

5.7. Concrete Finishing

- 5.7.1. Perform concrete finishing using machine or hand methods as required.
- 5.7.2. After striking off and consolidating concrete, smooth the surface by screeding and floating. Adjust the floating, compact the surface and produce a uniform texture.
- 5.7.3. After floating, test surface for trueness with a straight edge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous, smooth finish.
- 5.7.4. Work edges of slabs and joints with a 1/8" radius-edging tool, with a 3" wide troweled edge.
- 5.7.5. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing.
- 5.7.6. Broom finish by drawing a fine bristle broom across the concrete surface.

5.8. Curing

- 5.8.1. After the concrete sidewalk is finished, it shall be protected by applying an approved colorless curing compound. This compound shall be applied by pressure spraying at a rate of one gallon per 150 square feet or as recommended by the manufacturer. Other methods of curing may be used if approved by the CITY.

5.9. Restoration of Area

- 5.9.1. All driveways damaged by the installation of the new walks shall be replaced with material which matches driveway material in place.
- 5.9.2. If the grade of the new walk is higher or lower than previous, driveways shall be brought to the grade of the new walk.
- 5.9.3. Topsoil and seeding must be provided to grade of the new walk.
- 5.9.4. The City Engineer reserves the right to request additional work, or refuse to accept work.
- 5.9.5. Any sidewalk, curb, street surface or other city property damaged by the installation of the new walk shall be repaired by the CONTRACTOR.
- 5.9.6. Failure to comply with the above specifications can result in the withholding of reimbursement to the applicant, until the situation is corrected.

5.10. Repair and Protection

5.10.1. Repair or replace broken or defective walks and pavements as directed by the CITY.

5.10.2. Protect the walks from vandalism and damage until acceptance of the work. Maintain barricades, sidewalk bridges/boardwalks as required. Sweep concrete walks and wash free of stains, discolorations, dirt and other foreign materials prior to completion.

5.10.3. All adjacent property disturbed during construction shall be replaced in kind by the CONTRACTOR as ordered by the CITY.

6. ADA Ramps

6.1. Ramps shall follow all requirements to be ADA compliant as specified by the NYSDOT, Sidewalk Curb Ramp Details, sheet number 608-01.

6.2. The cost for replacing an ADA ramp shall include replacing adjacent curbing.

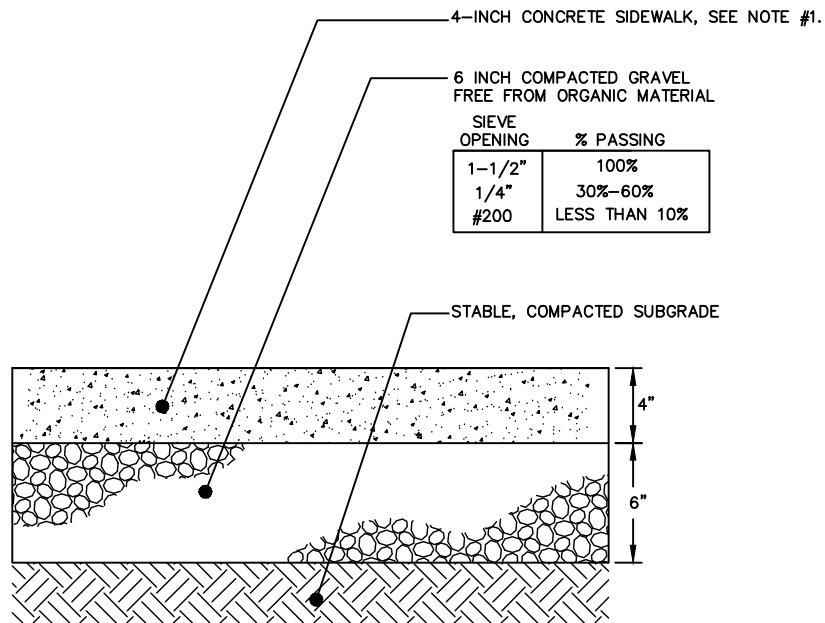
7. References and Standards

7.1. American Society for Testing and Materials (ASTM)

C – 39	Concrete Cylinder Compression testing
C – 143	Slump of Hydraulic Cement concrete
C – 150	Standard Specification for Portland Cement
C – 231	Standard test Method for Air Content for Freshly Mixed Concrete by the Pressure Method
C – 260	Standard Specification for Air-Entraining Admixtures for Concrete

7.2. American Association of State Highway and Transportation Officials (AASHTO)

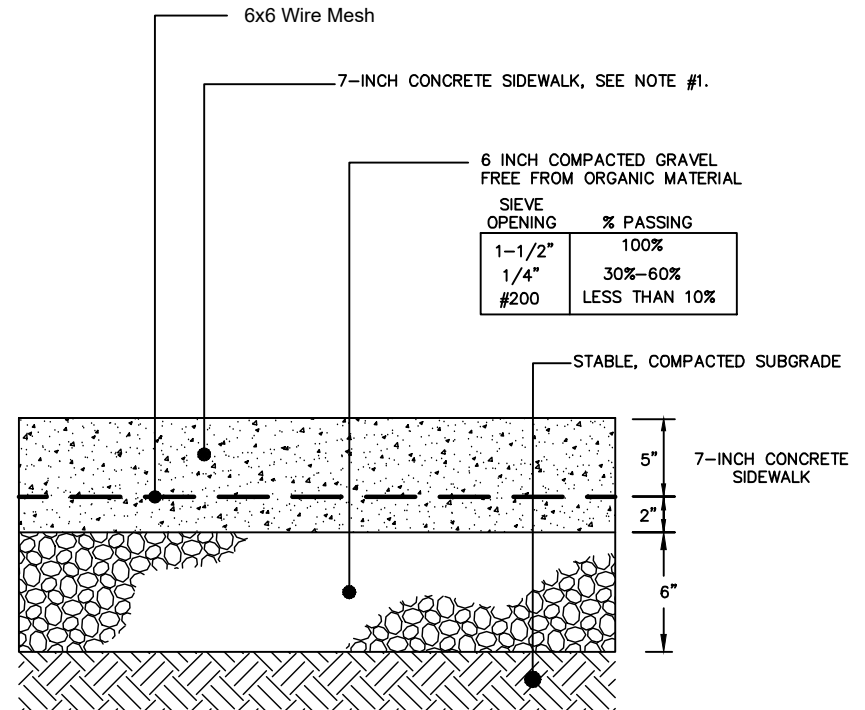
AASHTO Method T-11	Standard Method of Test for Materials Finer Than No. 200 Sieve in Mineral Aggregates by Washing
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NOTES:

1. CONCRETE SHALL BE CLASS B, WITH A 28-DAY COMPRESSIVE STRENGTH OF 3,750 PSI (MIN.)
2. TRANSVERSE EXPANSION JOINTS ($\frac{1}{2}$ - INCH SHALL BE PROVIDED AT 25 FOOT MAXIMUM INTERVALS. EXPANSION JOINTS SHALL BE FILLED WITH MATERIAL TYPES AS PER LATEST NYCDOT SPECIFICATION (CLOSED CELL POLYETHYLENE, PREMOLDED BITUMINOUS, OR APPROVED EQUAL) SCORE LINES SHALL BE EVERY 5 FEET O.C.

① STANDARD CONCRETE SIDEWALK
NTS



NOTES:

CONCRETE SHALL BE CLASS B, WITH A 28-DAY COMPRESSIVE STRENGTH OF 3,750 PSI (MIN.)

② CONCRETE SIDEWALK DRIVEWAYS
NTS



CITY OF ONEIDA
ENGINEERING | PUBLIC WORKS

PROJECT:
CITY OF ONEIDA STANDARD DETAILS

DRAWING TITLE:
CONCRETE SIDEWALK SECTIONS

DATE: 6/10/22 **SCALE:** NTS **DRAWING #:**

GENERAL NOTES:

1.

THESE SHEETS ARE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), AND THE REQUIREMENTS OF THE 2013 PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT OF WAY (PROWAG).
2.

THE DIMENSIONS SHOWN IN THE DETAILS AS MINIMUMS AND MAXIMUMS ARE THE LIMITS FOR DESIGN AND FIELD LAYOUT. FOR WORK ACCEPTANCE VALUES SEE "CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT, AND ACCEPTANCE OF PEDESTRIAN FACILITIES" ON SHEET 11 OF 12 AND SHEET 12 OF 12.
- A.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL ELEVATIONS AND DIMENSIONS TO ENSURE THAT THE FINAL LAYOUT OF PEDESTRIAN FACILITIES MEETS ADA REQUIREMENTS. ANY SURVEY WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE PAID FOR UNDER ITEM 625.01 - SURVEY OPERATIONS. A CONTRACT CONTROL PLAN IS NOT NECESSARY FOR WORK LIMITED TO SIDEWALKS AND CURB RAMPS.
3.

FACILITIES THAT CANNOT BE CONSTRUCTED TO MEET THE DESIGN STANDARDS, DUE TO DESIGN CONSTRAINTS, SHALL BE CONSTRUCTED TO MEET THE STANDARDS TO THE GREATEST EXTENT PRACTICABLE. FEATURES THAT CANNOT MEET THE VALUES FOR WORK ACCEPTANCE SHALL BE JUSTIFIED AS NONSTANDARD PER HIGHWAY DESIGN MANUAL CHAPTER 2.
4.

TO CHECK FIELD LAYOUT AND TO VERIFY WORK ACCEPTANCE, ALL MEASUREMENTS SHALL BE MADE IN ACCORDANCE WITH THE "NOTES ON INSPECTION METHODS (MEASUREMENT)" ON SHEET 11 OF 12.
5.

JOINTS BETWEEN SIDEWALKS, CURB RAMPS, TURNING SPACES AND ROADWAYS SHALL BE FLUSH AND FREE FROM ABRUPT VERTICAL CHANGES GREATER THAN 1/4". VERTICAL SURFACE DISCONTINUITIES BETWEEN 1/4" AND 1/2" SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE JOINT. SEE "VERTICAL SURFACE DISCONTINUITIES" DETAIL ON SHEET 2 OF 12.
6.

SIDEWALKS ARE CONNECTED TO ROADWAYS BY BLENDED TRANSITIONS OR CURB RAMPS. BLENDED TRANSITIONS ARE CONNECTIONS BETWEEN THE SIDEWALK LEVEL AND THE ROADWAY LEVEL THAT HAVE A MAXIMUM GRADE (RUNNING SLOPE) OF 5%. CONNECTIONS WITH A MAXIMUM GRADE (RUNNING SLOPE) GREATER THAN 5% ARE CONSIDERED CURB RAMPS.
7.

CURB RAMPS AND BLENDED TRANSITIONS MAY REQUIRE THE INSTALLATION OF DETECTABLE WARNINGS. SEE ADDITIONAL "DETECTABLE WARNING NOTES" AND THE DETAILS ON DIMENSIONS AND ORIENTATION ON SHEET 2 OF 12.
8.

GRADE BREAKS WITHIN THE PEDESTRIAN ACCESS ROUTE SHOULD BE PERPENDICULAR TO THE DIRECTION OF TRAVEL AND SHALL NOT BE ROUNDED. VERTICAL ALIGNMENT SHALL BE GENERALLY PLANAR.
9.

MATERIAL DEPTHS SHOWN ON THESE SHEETS ARE TYPICAL MINIMUM VALUES AND MAY BE DIFFERENT IN THE CONTRACT DOCUMENTS.
10.

SIDEWALK GRADE (RUNNING SLOPE) SHALL NOT EXCEED 4.5% FOR DESIGN AND LAYOUT OR 5% FOR WORK ACCEPTANCE, EXCEPT WHEN MATCHING INTO EXISTING SIDEWALK OR WHEN THE ADJACENT HIGHWAY GRADE IS STEEPER THAN 5%. WHEN THE ADJACENT HIGHWAY GRADE IS GREATER THAN 5%, THE SIDEWALK GRADE SHALL NOT EXCEED THE HIGHWAY GRADE.
11.

THE CROSS SLOPE OF PEDESTRIAN ACCESS ROUTES SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE. THE FOLLOWING EXCEPTIONS ARE ALLOWED:
- A.

WHERE PEDESTRIAN STREET CROSSINGS ARE PROVIDED AT INTERSECTIONS WHERE THERE IS NO YIELD OR STOP SIGN, OR WHERE THERE IS A TRAFFIC SIGNAL THAT IS DESIGNED FOR THE GREEN PHASE, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A STREET CROSSING (CROSSWALK) SHALL BE 4.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 5% MAXIMUM FOR WORK ACCEPTANCE.
- B.

WHERE MIDBLOCK PEDESTRIAN STREET CROSSINGS ARE PROVIDED, THE CROSS SLOPE OF A PEDESTRIAN ACCESS ROUTE CONTAINED WITHIN A MIDBLOCK STREET CROSSING SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
12.

THE MINIMUM CLEAR WIDTH FOR PEDESTRIAN ACCESS ROUTES IS 4'-0", EXCLUSIVE OF THE CURB. THE DEPARTMENT'S PREFERRED CLEAR WIDTH IS 5'-0". WHEN WALKWAY WIDTHS ARE LESS THAN 5'-0", 5'-0" x 5'-0" PASSING SPACES (SHOWN IN DETAIL A OR B ON THIS SHEET), OR A FEATURE OF EQUAL OR GREATER DIMENSIONS THAT MEETS THE SLOPE AND SURFACE CRITERIA, SHALL BE PROVIDED AT A MAXIMUM INTERVAL OF 200'. EXISTING DRIVEWAYS AND STREET CROSSINGS MAY SERVE AS PASSING SPACES, PROVIDED THEY MEET SLOPE AND SURFACE REQUIREMENTS FOR A PEDESTRIAN ACCESS ROUTE.
13.

THE BUFFER ZONE IS A PHYSICAL DISTANCE SEPARATING THE PEDESTRIAN ACCESS ROUTE FROM THE VEHICLE TRAVELED WAY. THE BUFFER ZONE MAY BE PLANTED OR PAVED. WHERE THE BUFFER ZONE WIDTH, EXCLUSIVE OF CURB, IS LESS THAN 3'-0", THE SURFACE SHOULD BE PAVED OR CONSTRUCTED WITH HARDSCAPE MATERIALS.
14.

THE MAXIMUM RECOMMENDED CROSS SLOPE OF A TURF BUFFER ZONE OR SLOPE TRANSITION BEHIND SIDEWALK IS 25%. BUFFER ZONES WITH A CROSS SLOPE GREATER THAN 25% SHOULD BE PAVED, PLANTED OR CONSTRUCTED WITH HARDSCAPE MATERIALS.
15.

WHEN CROSSING DRIVEWAYS, THE WORK SHALL BE IN CONFORMANCE WITH STANDARD SHEET 608-03.
16.

FOR PEDESTRIAN SIGNALS AND PEDESTRIAN PUSH BUTTONS, REFER TO SHEET 12 OF 12 AND STANDARD SHEET 680-10 FOR DETAILS.
17.

WHERE EXISTING ROADWAYS ARE SAWCUT TO INSTALL CURBING AND/OR SIDEWALK, THE ROADWAY SHOULD BE SAWCUT AT LEAST 2'-0" FROM THE PROPOSED CURB LINE TO ALLOW FOR ADEQUATE COMPACTION OF ASPHALT. IF THE SAWCUT IS LESS THAN 2'-0" FROM THE PROPOSED CURB LINE, THE ROADWAY SHALL BE REBUILT USING CLASS A, C, OR D CONCRETE. SEE DETAILS ON SHEET 9 OF 12.
- CURB RAMP NOTES:
18.

THE MINIMUM CLEAR WIDTH OF A CURB RAMP SHALL BE 4'-0". THE DEPARTMENT'S PREFERRED CLEAR WIDTH IS 5'-0".

19.

THE MAXIMUM GRADE (RUNNING SLOPE) FOR DESIGN AND LAYOUT OF A CURB RAMP SHALL BE 7.5%. THE GRADE FOR WORK ACCEPTANCE SHALL BE A MAXIMUM OF 8.3%.

20.

WHERE THE TERRAIN DOES NOT ALLOW CONSTRUCTION OF A CURB RAMP WITH A GRADE (RUNNING SLOPE) OF 8.3% OR LESS WITHIN 15'-0", THE RAMP LENGTH SHALL NOT BE REQUIRED TO EXCEED 15'-1" FOR DESIGN AND LAYOUT OR 15'-0" FOR WORK ACCEPTANCE.

21.

THE CROSS SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS POSSIBLE AND STILL PROVIDE POSITIVE DRAINAGE. THE CROSS SLOPE OF A CURB RAMP SHALL BE 1.5% MAXIMUM FOR DESIGN AND LAYOUT, AND 2% MAXIMUM FOR WORK ACCEPTANCE. THE FOLLOWING EXCEPTIONS ARE ALLOWED:

A.

WHERE PEDESTRIAN STREET CROSSINGS ARE PROVIDED AT INTERSECTIONS WHERE THERE IS NO YIELD OR STOP SIGN, OR WHERE THERE IS A TRAFFIC SIGNAL THAT IS DESIGNED FOR THE GREEN PHASE, AND AT MIDBLOCK CROSSINGS, THE CROSS SLOPE OF THE CURB RAMP SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.

22.

WHERE THE EXISTING ROADWAY GRADE EXCEEDS THE MAXIMUM ALLOWABLE CROSS SLOPE FOR A CURB RAMP, AND CANNOT BE CORRECTED WITHIN THE SCOPE OF THE PROJECT, THE RAMP SHOULD BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE "CURB RAMP CROSS SLOPE TRANSITION" DETAIL ON SHEET 8 OF 12. THE RAMP MAY NEED TO BE JUSTIFIED AS A NONSTANDARD FEATURE. SEE NOTE 3 ON THIS SHEET.

23.

RAMP SIDE OPTIONS ARE DETAILED ON SHEET 3 OF 12. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE INSTALLED WITH A MAXIMUM SLOPE OF 9.5% FOR DESIGN AND LAYOUT, AND 10% MAXIMUM FOR WORK ACCEPTANCE. A PEDESTRIAN CIRCULATION PATH IS ASSUMED TO CROSS THE CURB RAMP WHEN AREA ADJACENT TO THE RAMP IS PAVED AND FREE OF VERTICAL OBSTRUCTIONS THAT WOULD PREVENT PEDESTRIAN PASSAGE. THERE IS NO MAXIMUM FLARE SLOPE FOR A RAMP THAT IS NOT CROSSED BY A PEDESTRIAN CIRCULATION PATH.

24.

THE BACK SIDE OF A PARALLEL RAMP SHOULD BE GRADED TO A MAXIMUM SLOPE OF 25% TO MATCH EXISTING TERRAIN, UNLESS OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. WHERE GRADING IS NOT FEASIBLE DUE TO LIMITED ROW OR PHYSICAL CONSTRAINTS, A BACK CURB MAY BE INSTALLED. SEE DETAILS ON SHEET 3 OF 12 AND SHEET 9 OF 12.

25.

THE DEPARTMENT'S PREFERENCE IS TO INSTALL TWO SEPARATE CURB RAMPS AT A STREET CORNER THAT SERVES TWO SEPARATE PEDESTRIAN CROSSINGS, WITH EACH RAMP ALIGNED TO THE CROSSING THAT IT SERVES. WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT SEPARATE RAMPS, A SINGLE CURB RAMP (I.E., A DIAGONAL CURB RAMP) IS PERMITTED TO SERVE BOTH PEDESTRIAN CROSSINGS.

TURNING SPACE AND CLEAR SPACE NOTES:

26.

WHERE A CHANGE IN DIRECTION IS REQUIRED TO UTILIZE A CURB RAMP, A TURNING SPACE SHALL BE PROVIDED AT THE BASE OR THE TOP OF CURB RAMP, AS APPLICABLE. TURNING SPACES SHALL BE PERMITTED TO OVERLAP CLEAR SPACES.

27.

WHERE THERE ARE NO VERTICAL CONSTRAINTS AT THE BACK OF SIDEWALK, (E.G., VERTICAL CURBS, BUILDINGS, FENCES) THE TURNING SPACE DIMENSIONS SHALL BE 4'-0" x 4'-0" MINIMUM. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE 4'-0" x 5'-0" MINIMUM. THE 5'-0" DIMENSION SHALL BE IN THE DIRECTION OF THE RAMP RUN.

28.

TURNING SPACES SHALL NOT BE DESIGNED WITH A SLOPE GREATER THAN 1.5% IN ANY DIRECTION, WHILE PROVIDING POSITIVE DRAINAGE. THE MAXIMUM SLOPE FOR WORK ACCEPTANCE IS 2.0%.THE FOLLOWING EXCEPTIONS ARE ALLOWED:

A.

WHERE PEDESTRIAN STREET CROSSINGS ARE PROVIDED AT INTERSECTIONS WHERE THERE IS NO YIELD OR STOP SIGN, OR WHERE THERE IS A TRAFFIC SIGNAL THAT IS DESIGNED FOR THE GREEN PHASE, AND AT MIDBLOCK CROSSINGS, THE CROSS SLOPE OF THE TURNING SPACE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE. WHEN A RAMP EXISTS BETWEEN THE TURNING SPACE AND THE CURB, THE CROSS SLOPE OF THE TURNING SPACE SHOULD BE LESS STEEP THAN THE ROADWAY GRADE AND AS FLAT AS PRACTICABLE WHENEVER POSSIBLE.

29.

BELOW THE BOTTOM GRADE BREAK OF A CURB RAMP, A CLEAR SPACE OF 4'-0" x 4'-0" MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN CROSSWALK, AND OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE. THE CLEAR SPACE MAY OVERLAP TURNING SPACES, DETECTABLE WARNING SURFACES, AND DROP CURBS.

DEFINITION OF TERMS:

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

CLEAR SPACE. AN UNOBSTRUCTED FLOOR OR GROUND SPACE THAT WILL ACCOMODATE A SINGLE, STATIONARY WHEELCHAIR AND OCCUPANT.

CROSS SLOPE. THE GRADE THAT IS PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL. IN REGARDS TO NOTES 21 AND 28, CROSS SLOPE PERMITTED TO EQUAL STREET OR HIGHWAY GRADE IS THE SLOPE PARALLEL TO THE HIGHWAY. THE SLOPE PERPENDICULAR TO THE HIGHWAY SHALL BE 1.5% MAXIMUM FOR DESIGN AND 2% MAXIMUM FOR WORK ACCEPTANCE.

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

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

PEDESTRIAN CIRCULATION PATH. A PREPARED EXTERIOR OR INTERIOR SURFACE PROVIDED FOR PEDESTRIAN TRAVEL IN THE PUBLIC RIGHT-OF-WAY.

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

RUNNING SLOPE. THE GRADE THAT IS PARALLEL TO THE DIRECTION OF PEDESTRIAN TRAVEL.

STOP- OR YIELD-CONTROLLED LOCATION. AN INTERSECTION, DRIVEWAY OR PEDESTRIAN CROSSING WHERE VEHICULAR TRAFFIC IS CONTROLLED BY A YIELD SIGN, A STOP SIGN, OR A TRAFFIC SIGNAL THAT FLASHES RED. VEHICULAR TRAFFIC DOES NOT PASS THROUGH A STOP- OR YIELD-CONTROLLED LOCATION WITHOUT STOPPING OR SLOWING.

TRAFFIC SIGNAL THAT IS DESIGNED FOR THE GREEN PHASE. A TRAFFIC SIGNAL OTHER THAN A FLASHING RED OR FLASHING YELLOW.

TURNING SPACE. A RELATIVELY LEVEL SPACE PROVIDED WHERE A TURNING MANUEVER IS REQUIRED FOR A PEDESTIAN TO ORIENT TO A CURB RAMP OR STREET CROSSING.

DETAIL "A"
ACCESSIBLE PASSING SPACE TRANSITION
ONE SIDE TAPERS

DETAIL "B"
ACCESSIBLE PASSING SPACE TRANSITION
BOTH SIDES TAPER

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U.S. CUSTOMARY STANDARD SHEET

PEDESTRIAN FACILITIES
(SHEET 1 OF 12)

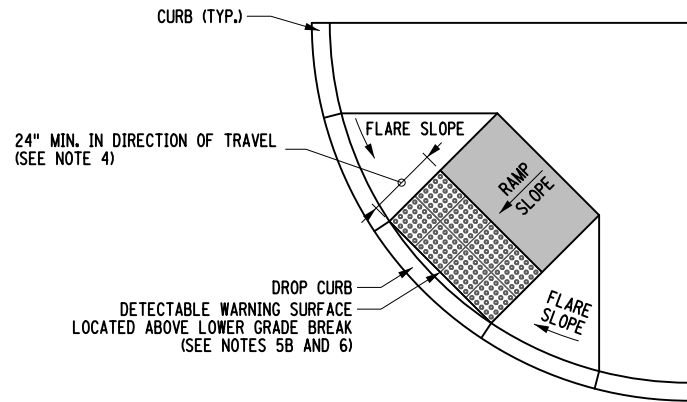
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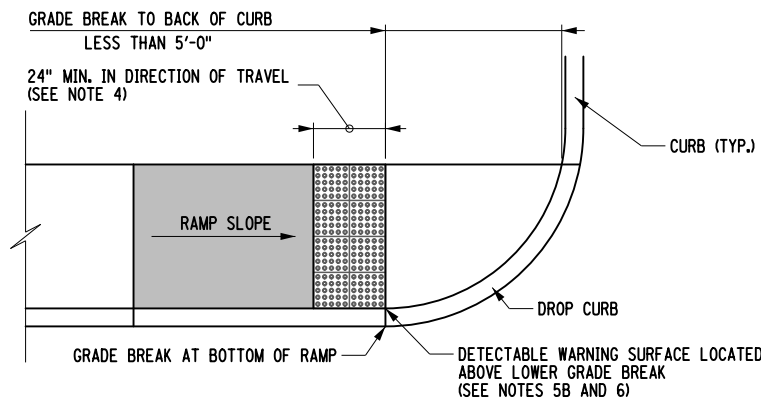
/S/ RICHARD WILDER, P.E.
DEPUTY CHIEF ENGINEER
(DESIGN)

608-01

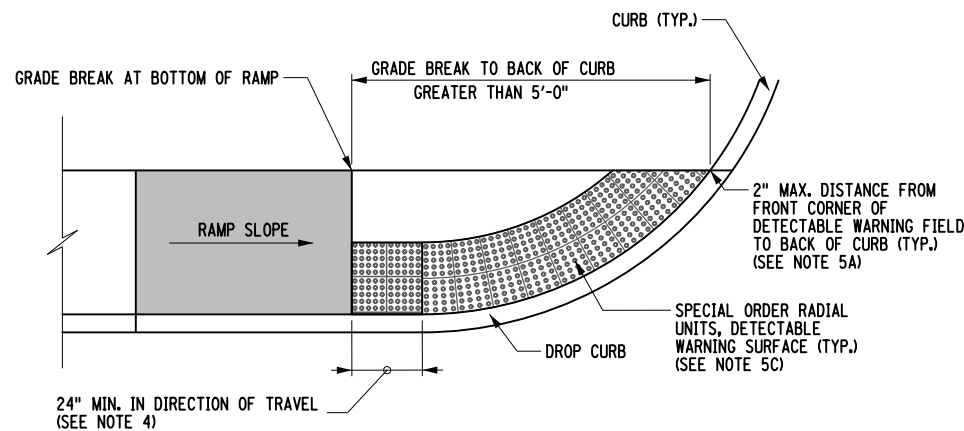
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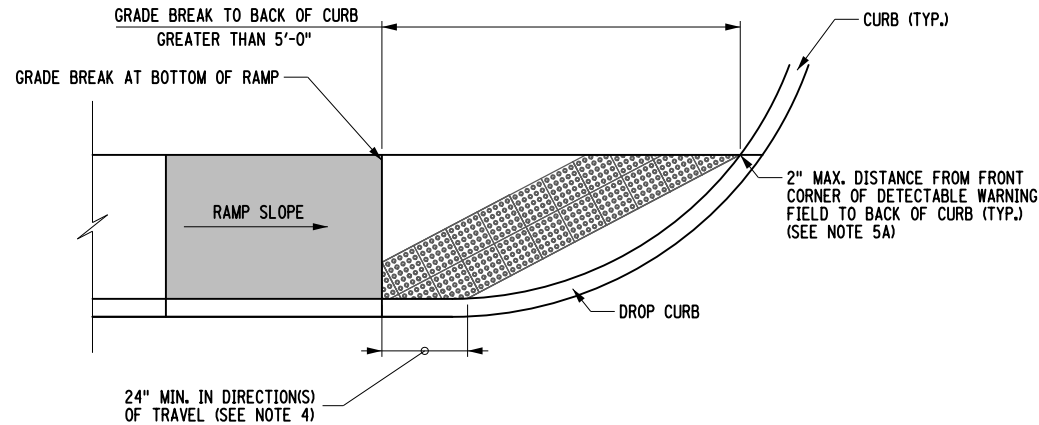
DETECTABLE WARNING SURFACE PLACEMENT - OPTION 1



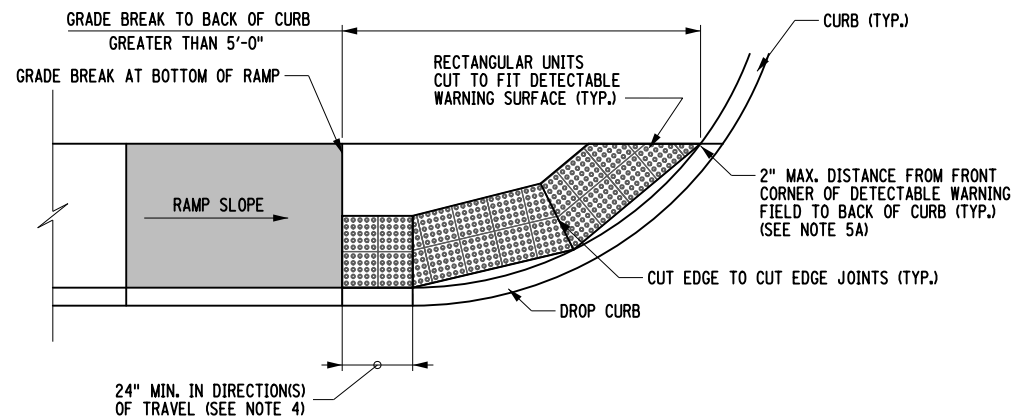
DETECTABLE WARNING SURFACE PLACEMENT - OPTION 2



DETECTABLE WARNING SURFACE PLACEMENT - OPTION 3



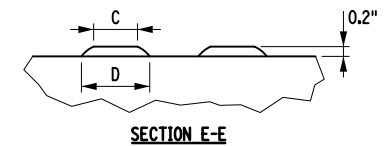
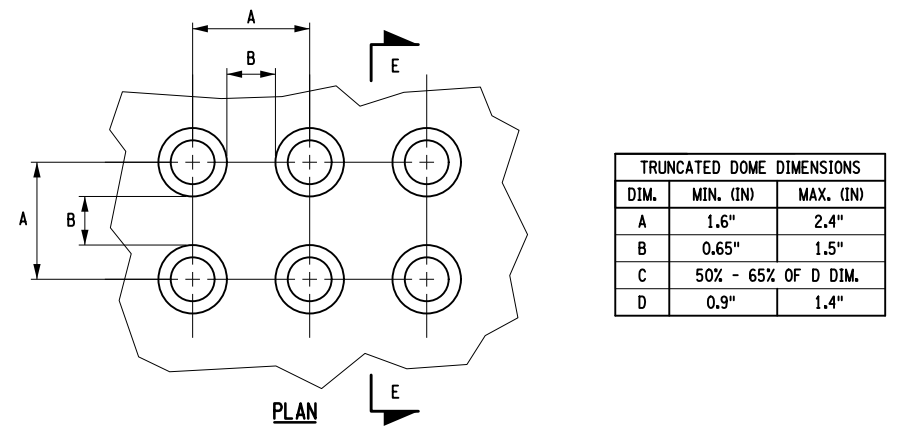
DETECTABLE WARNING SURFACE PLACEMENT - OPTION 4



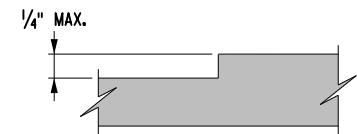
DETECTABLE WARNING SURFACE PLACEMENT - OPTION 5

DETECTABLE WARNING NOTES:

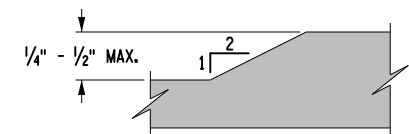
- DETECTABLE WARNING SURFACES (DWS) SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS ON PEDESTRIAN ACCESS ROUTES:
 - CURB RAMPS AND BLENDED TRANSITIONS AT PEDESTRIAN STREET CROSSINGS.
 - PEDESTRIAN REFUGE ISLANDS (WHERE THE LENGTH OF THE PEDESTRIAN ACCESS ROUTE ACROSS THE REFUGE ISLAND IS GREATER THAN OR EQUAL TO 6').
 - PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY.
- DETECTABLE WARNING SURFACES SHALL BE PROVIDED WHERE THE PEDESTRIAN ACCESS ROUTE CROSSES DRIVEWAYS WITH SIGNAL, YIELD OR STOP CONTROL. DETECTABLE WARNING SURFACES SHALL NOT BE PROVIDED AT CROSSINGS OF UNCONTROLLED DRIVEWAYS.
- WITH THE EXCEPTION OF THE "DETECTABLE WARNING SURFACE TRUNCATED DOME DETAILS" DETECTABLE WARNING DOMES ON THIS SHEET ARE NOT DEPICTED TO SCALE.
- DETECTABLE WARNING FIELDS SHALL EXTEND 24" MINIMUM IN THE DIRECTION OF PEDTRIAN TRAVEL ACROSS THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE, EXCLUDING ANY FLARED SIDES.
- SOME DETECTABLE WARNING PRODUCTS REQUIRE A CONCRETE BORDER FOR PROPER INSTALLATION. BORDERS CANNOT BE INCLUDED AS PART OF THE 24" MINIMUM DIMENSION DESCRIBED IN NOTE 4.
 - WHEN PLACED AT THE BACK OF CURB, DETECTABLE WARNING FIELDS SHOULD BE PLACED AS CLOSE TO THE BACK OF CURB AS PRACTICABLE. BOTH FRONT CORNERS OF THE DETECTABLE WARNING FIELD SHALL NOT BE LOCATED MORE THAN 2" FROM THE BACK OF CURB. WHERE THE BACK OF THE CURB EDGE IS TOOLED TO PROVIDE A RADIUS, THE BORDER DIMENSION SHALL BE MEASURED FROM THE INSIDE EDGE OF THE CURB RADIUS. WHERE CURB IS NOT USED, THE EDGE OF PAVEMENT SHALL BE SUBSTITUTED FOR THE BACK OF CURB FOR PLACEMENT OF DETECTABLE WARNINGS.
 - WHEN PLACED ABOVE THE LOWER GRADE BREAK OF A CURB RAMP, DETECTABLE WARNING UNITS SHOULD BE PLACED AS CLOSE TO THE JOINT AS PRACTICABLE. BOTH FRONT CORNERS OF RECTILINEAR DETECTABLE WARNING FIELDS SHALL NOT BE LOCATED MORE THAN 2" FROM THE JOINT.
 - WHEN RADIAL DWS UNITS ARE PLACED AT THE BACK OF CURB, THE FRONT EDGE OF THE DWS FIELD SHOULD BE AS CLOSE AS POSSIBLE TO THE BACK OF CURB, I.E., THE RADIUS OF THE FRONT OF THE DWS FIELD SHOULD MATCH THE RADIUS ALONG THE BACK OF CURB AS CLOSELY AS POSSIBLE. THE OUTSIDE CORNERS OF THE DWS FIELD MUST BE LOCATED NO MORE THAN 2 INCHES FROM THE BACK OF CURB.
- ON SLOPES OF 5% OR GREATER, THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE LOWER GRADE BREAK ON THE RAMP RUN. WHERE DOMES ARE ARRAYED RADIALY, THEY MAY DIFFER IN DIAMETER AND CENTER-TO-CENTER SPACING WITHIN THE RANGES SPECIFIED ON THIS SHEET. DOME ALIGNMENT THAT IS PERPENDICULAR OR RADIAL TO THE LOWER GRADE BREAK IS NOT REQUIRED ON SLOPES OF LESS THAN 5%.
- THE DETECTABLE WARNING FIELD SHALL BE THE COLOR SPECIFIED IN THE CONTRACT DOCUMENTS OR MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS. DETECTABLE WARNING SURFACES CONTRAST VISUALLY WITH ADJACENT GUTTER, STREET OR HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.



DETECTABLE WARNING SURFACE (DWS) TRUNCATED DOME DETAILS



VERTICAL SURFACE DISCONTINUITIES
SEE NOTE 5 ON SHEET 1 OF 12



Department of
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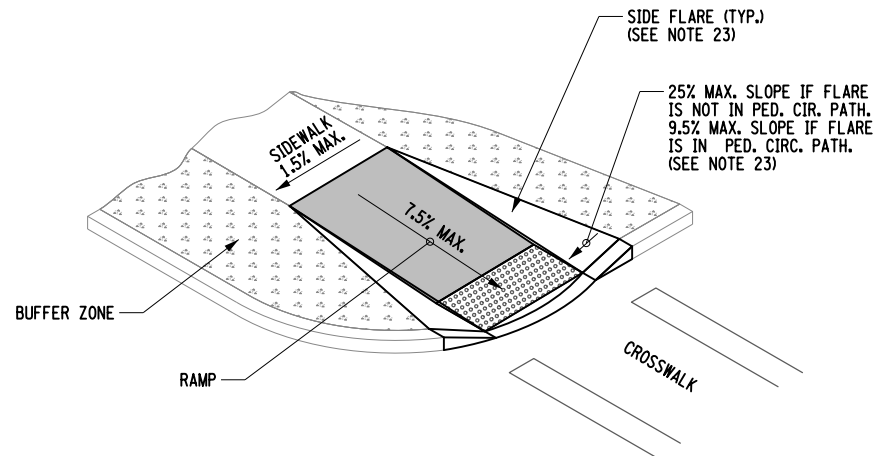
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PEDESTRIAN FACILITIES
(SHEET 2 OF 12)

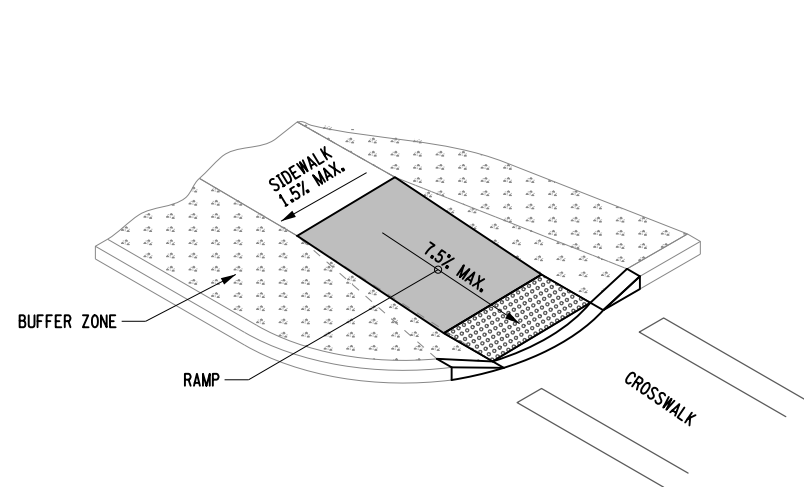
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/S/ RICHARD WILDER, P.E.
DEPUTY CHIEF ENGINEER
(DESIGN)

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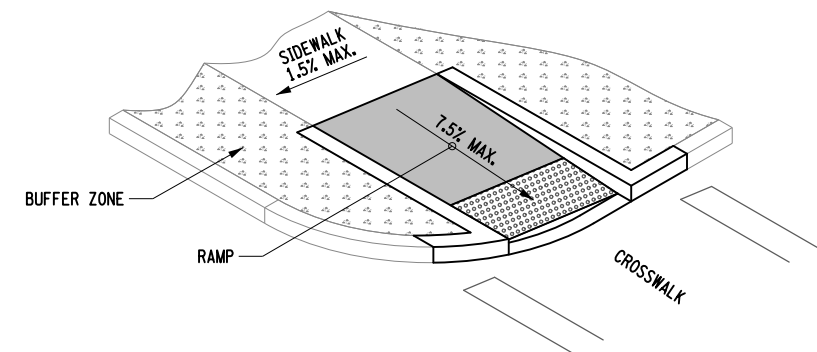
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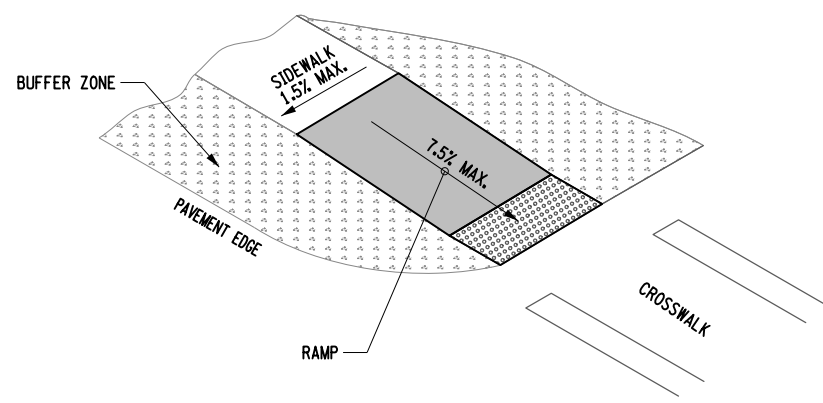
RAMP SIDE OPTION A: FLARED CONCRETE



RAMP SIDE OPTION B: GRADED EARTH



RAMP SIDE OPTION C: RETURN CURB

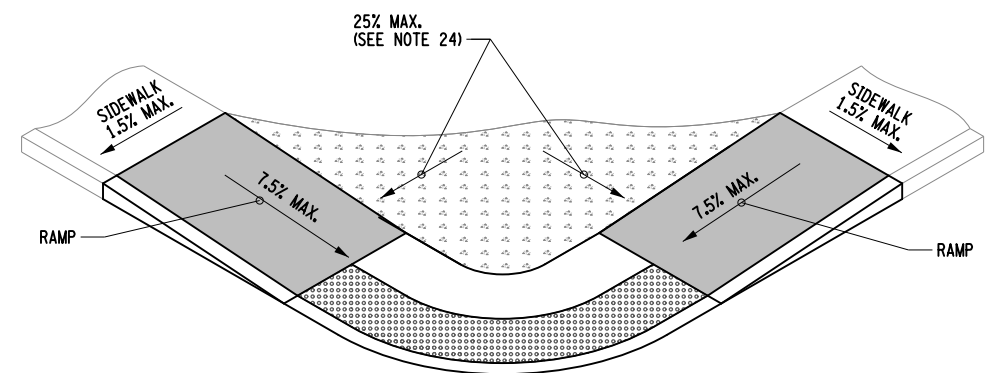


RAMP SIDE OPTION D: UNCURBED INTERSECTION

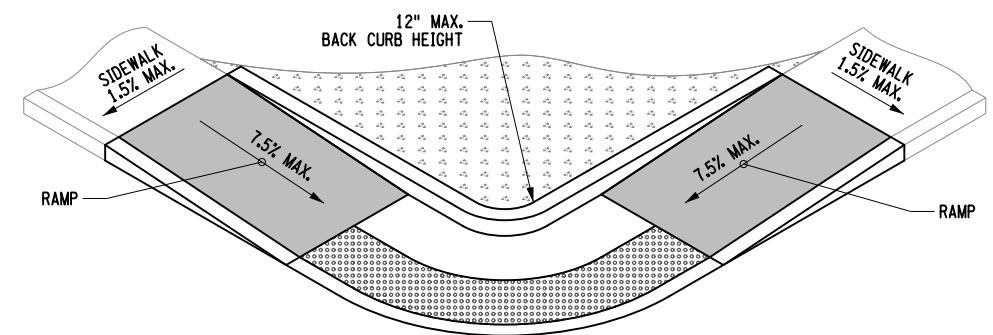
RAMP SIDE CONFIGURATIONS

NOTES:

1. ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 12.
2. A COMBINATION OF RAMP SIDE CONFIGURATIONS CAN BE USED.




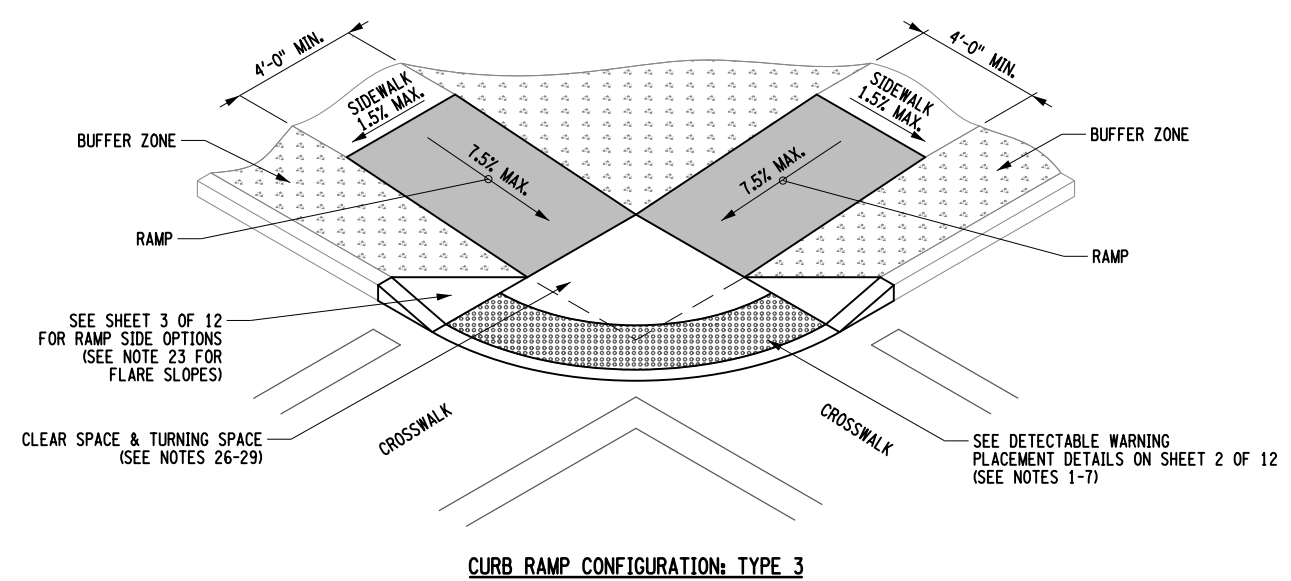
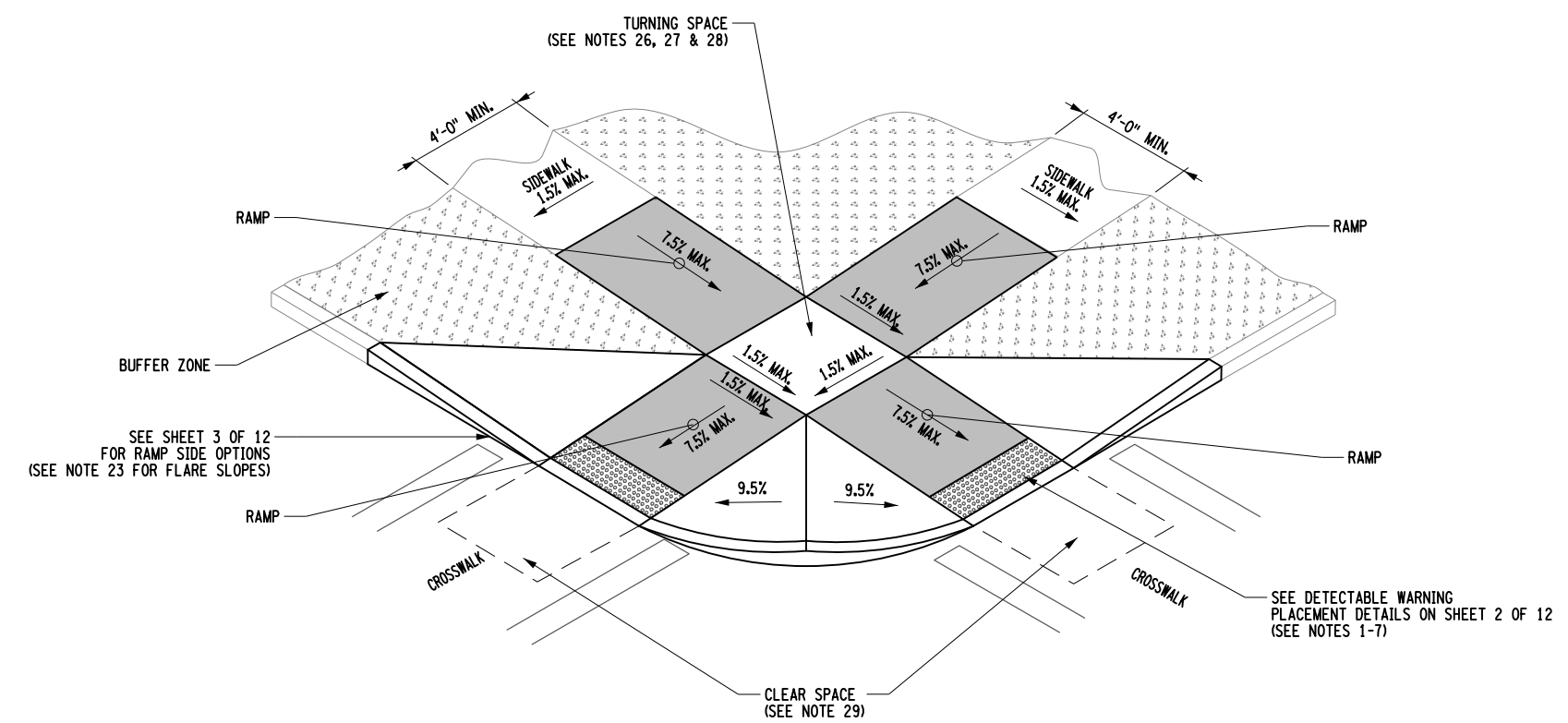
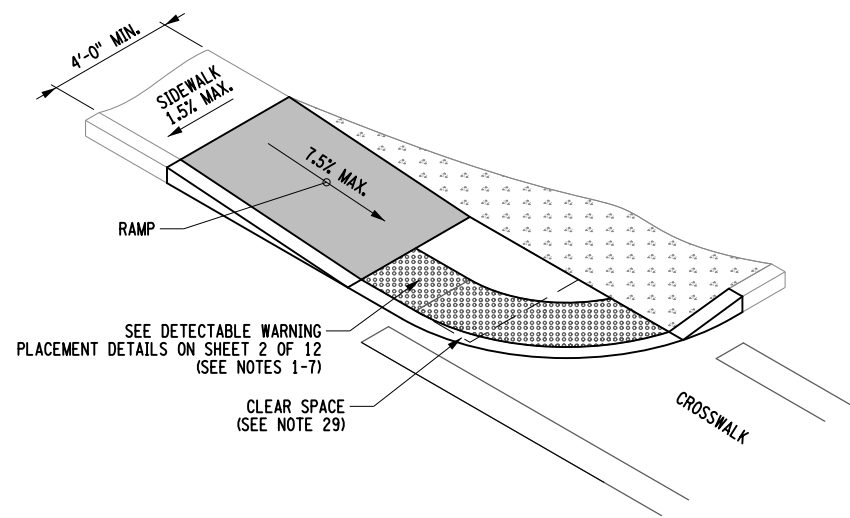
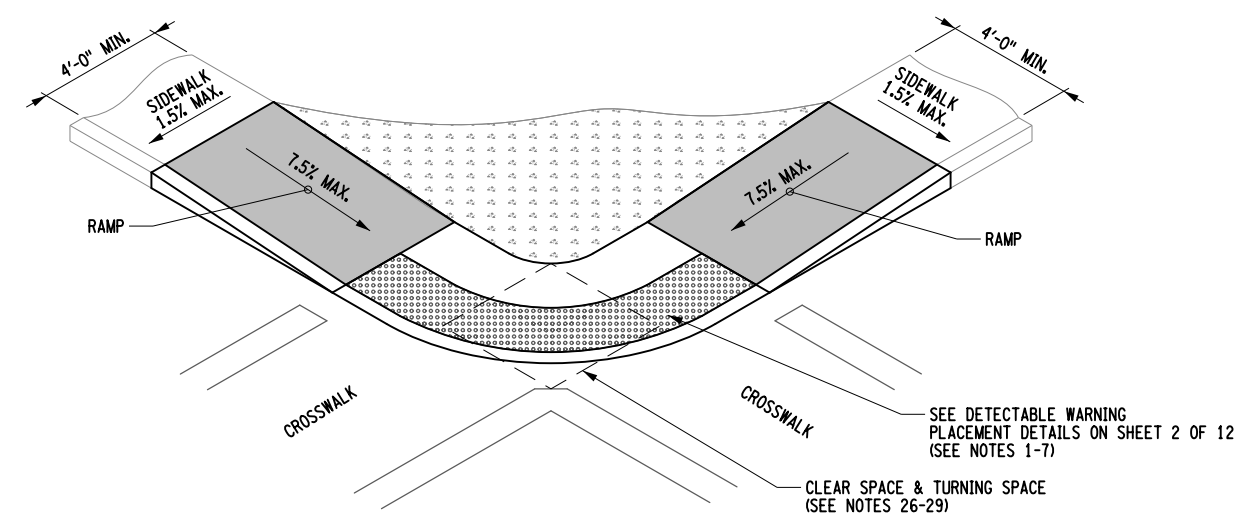
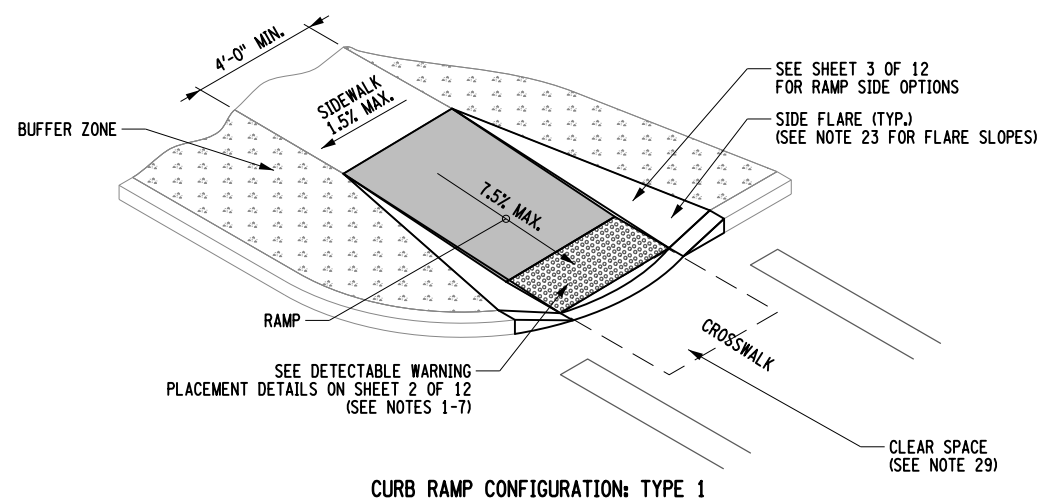
RAMP BACK OPTION A: GRADED EARTH AND TURF




RAMP BACK OPTION B: BACK CURB

PARALLEL RAMP BACK TREATMENTS

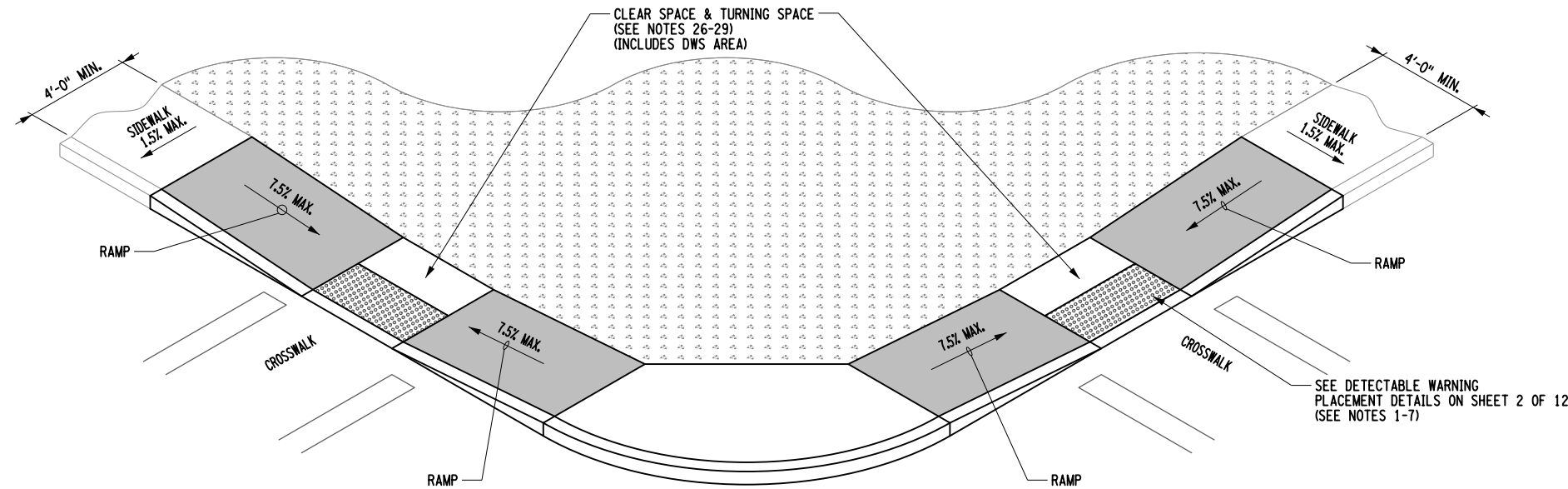
 NEW YORK STATE OF OPPORTUNITY.	Department of Transportation
U.S. CUSTOMARY STANDARD SHEET	
PEDESTRIAN FACILITIES (SHEET 3 OF 12)	
APPROVED AUGUST 18, 2021	ISSUED UNDER EI 21-024
/S/ RICHARD WILDER, P.E. DEPUTY CHIEF ENGINEER (DESIGN)	608-01



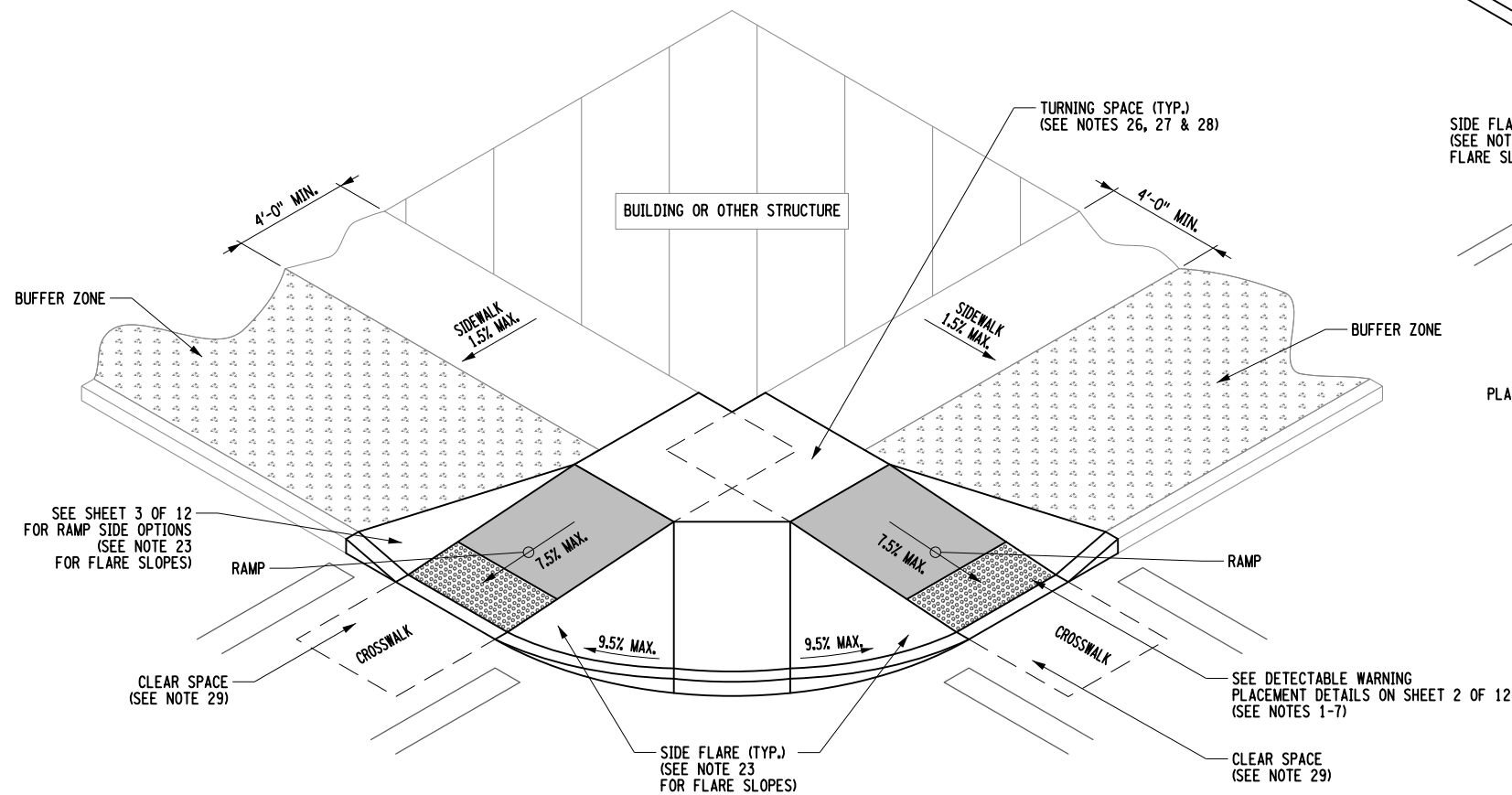
NOTE:
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PEDESTRIAN FACILITIES (SHEET 4 OF 12)		
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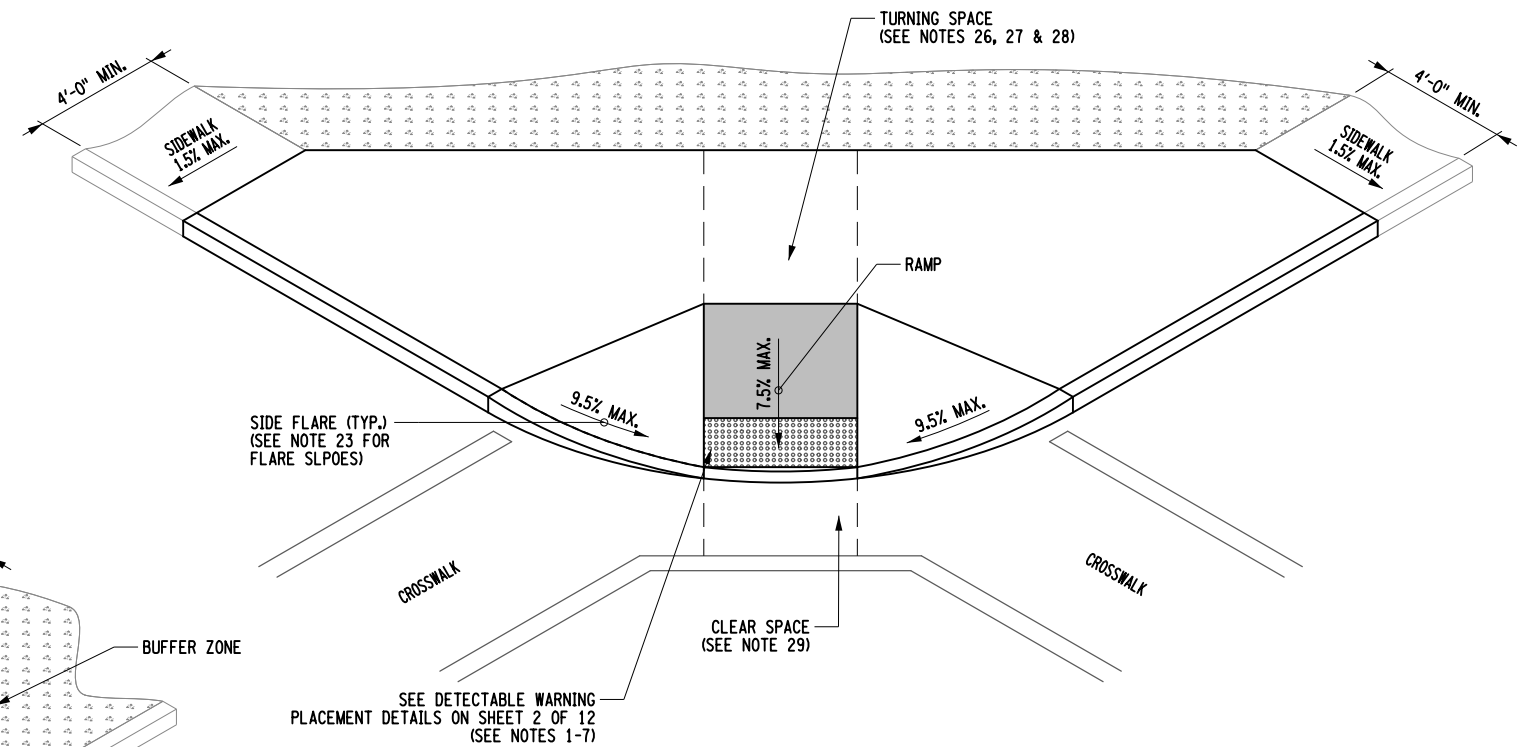
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CURB RAMP CONFIGURATION: TYPE 6



CURB RAMP CONFIGURATION: TYPE 7



CURB RAMP CONFIGURATION: TYPE 8

NOTE:

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U.S. CUSTOMARY STANDARD SHEET

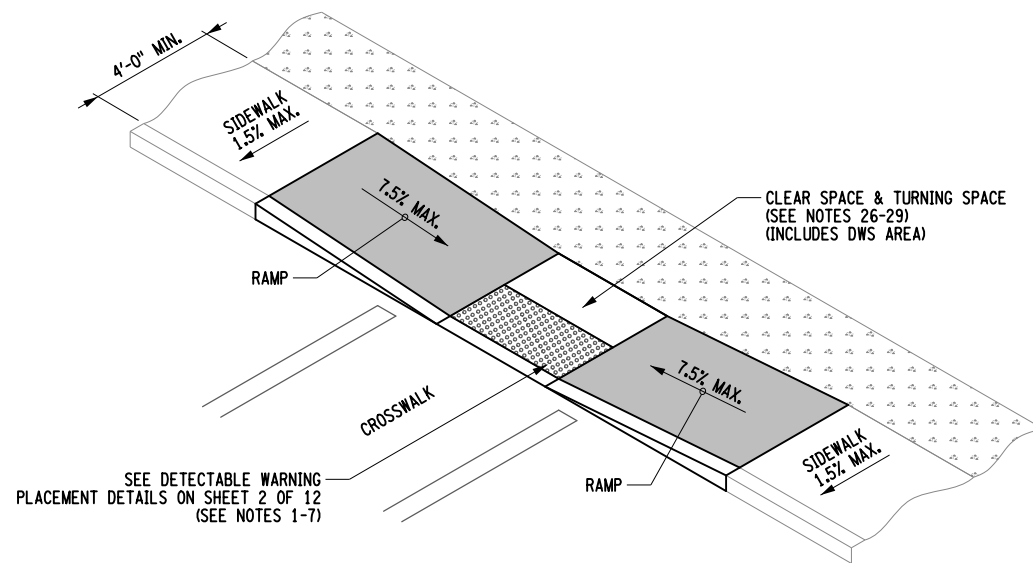
**PEDESTRIAN FACILITIES
(SHEET 5 OF 12)**

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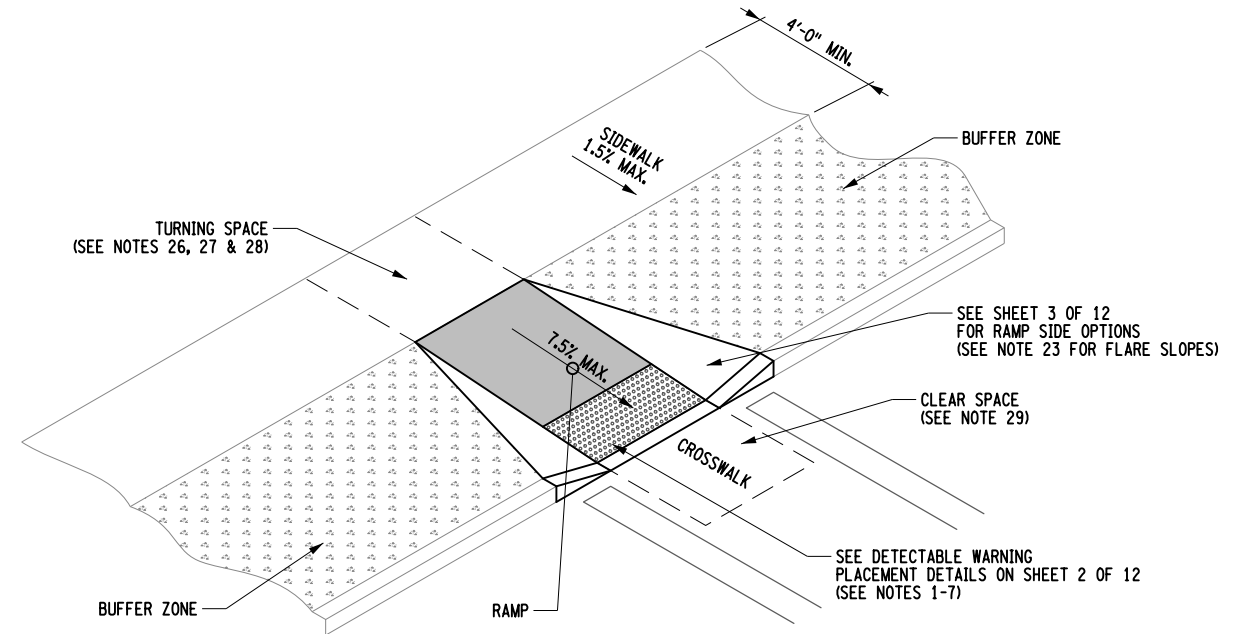
/S/ RICHARD WILDER, P.E.
DEPUTY CHIEF ENGINEER
(DESIGN)

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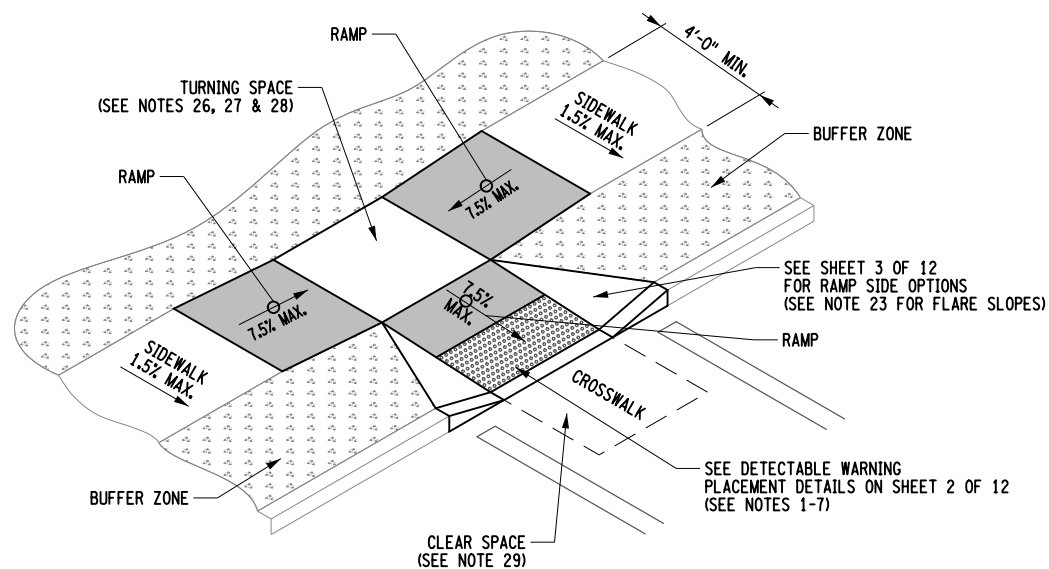
608-01



CURB RAMP CONFIGURATION: TYPE 9 MID BLOCK CROSSING OR T INTERSECTION



CURB RAMP CONFIGURATION: TYPE 11 MID BLOCK CROSSING OR T INTERSECTION



CURB RAMP CONFIGURATION: TYPE 10 MID BLOCK CROSSING OR T INTERSECTION

NOTE:
ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 12 UNLESS OTHERWISE NOTED.



**Department of
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U.S. CUSTOMARY STANDARD SHEET

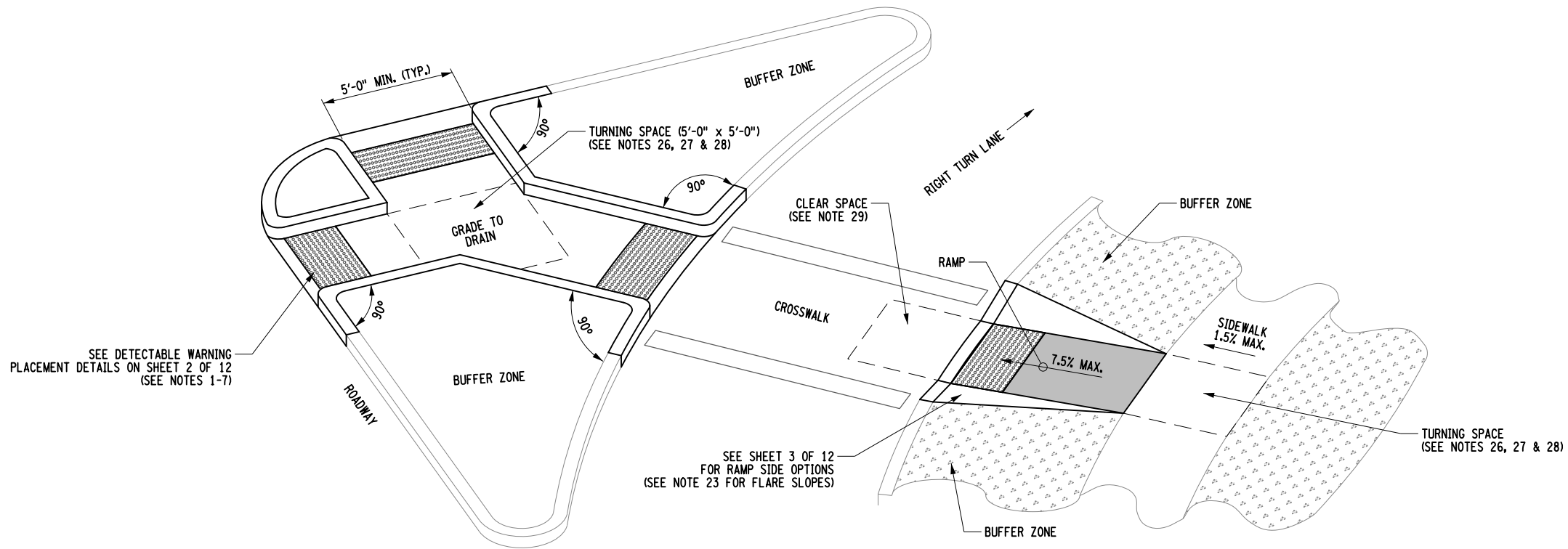
**PEDESTRIAN FACILITIES
(SHEET 6 OF 12)**

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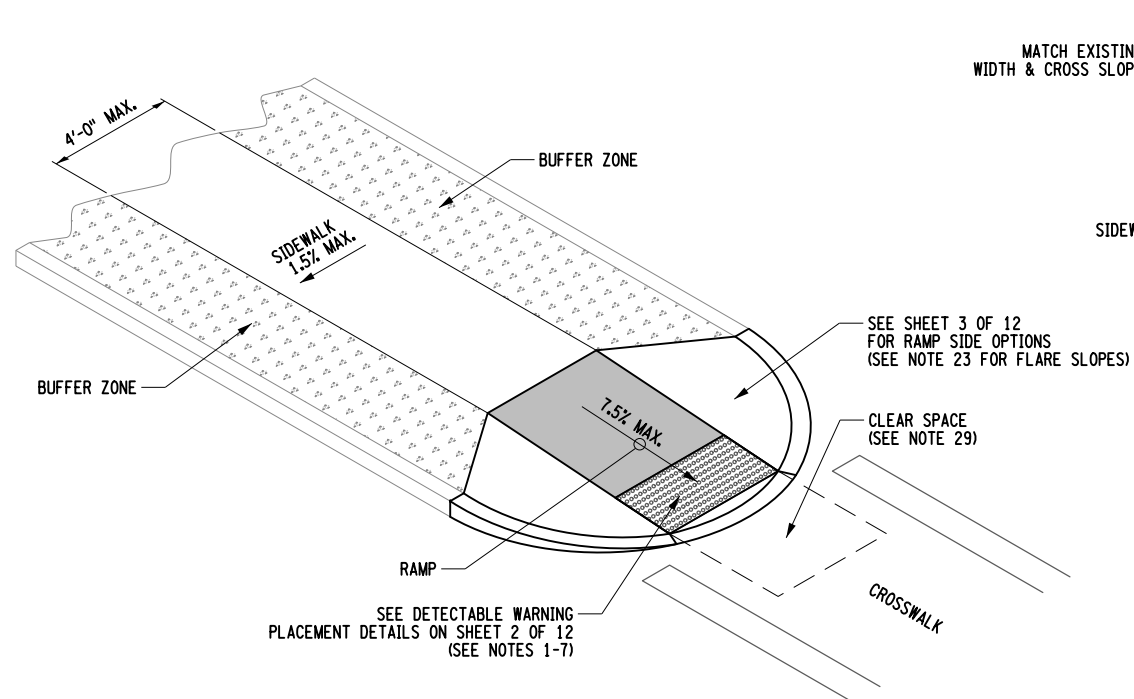
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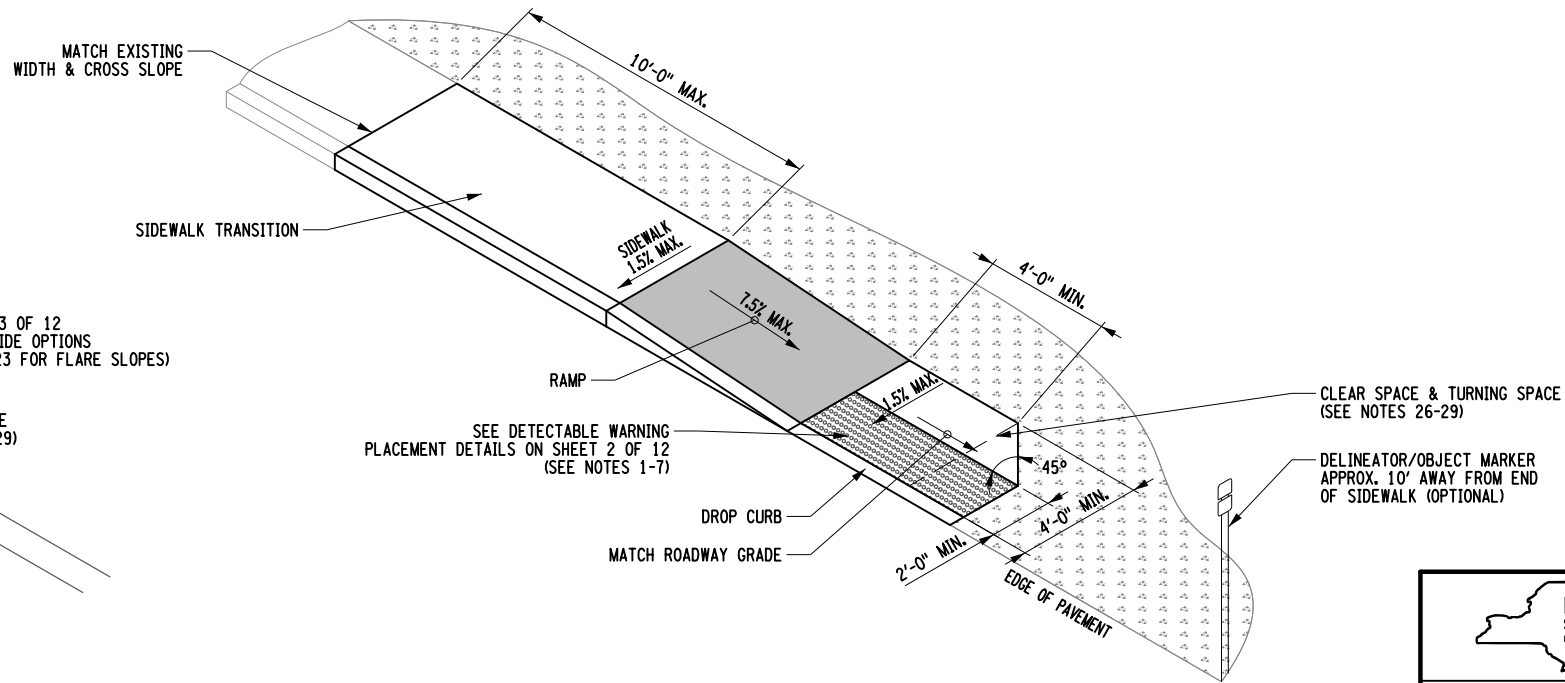
608-01



CURB RAMP CONFIGURATION: TYPE 12 RIGHT TURN ISLAND CUT THROUGH



CURB RAMP CONFIGURATION: TYPE 13 ACCESS ISLAND CURB RAMP



CURB RAMP CONFIGURATION: TYPE 14 SHOULDER TO SIDEWALK TRANSITION

NOTE:

ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 12 UNLESS OTHERWISE NOTED.



**Department of
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U.S. CUSTOMARY STANDARD SHEET

**PEDESTRIAN FACILITIES
(SHEET 7 OF 12)**

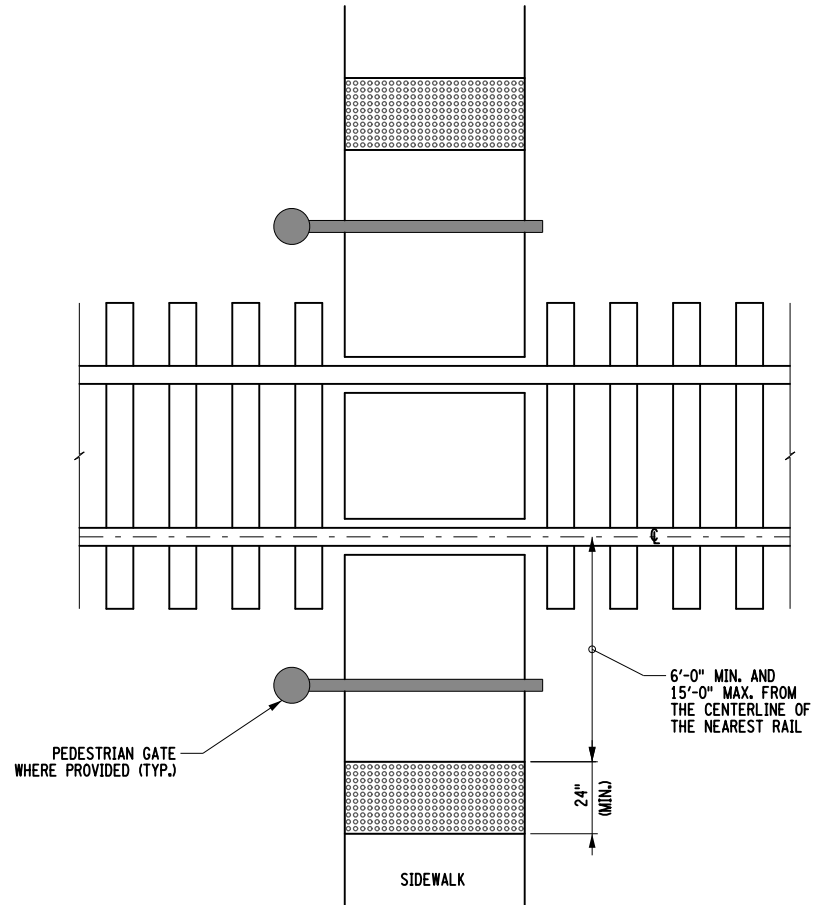
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(DESIGN)

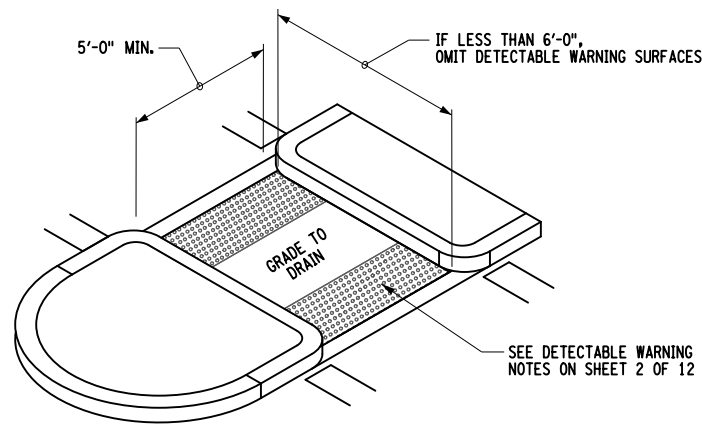
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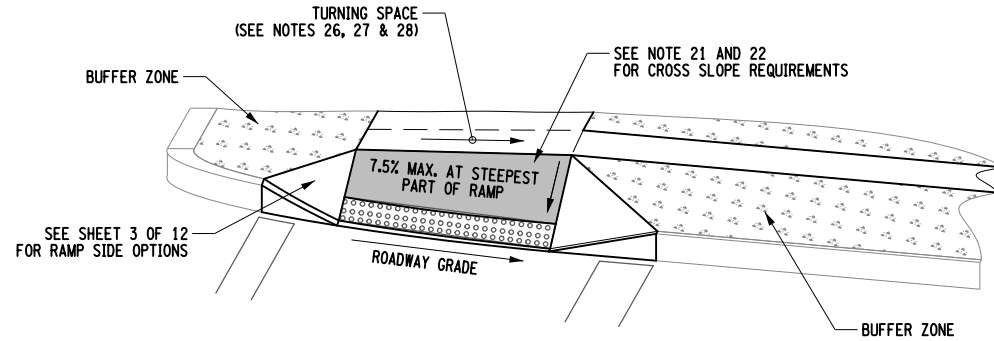
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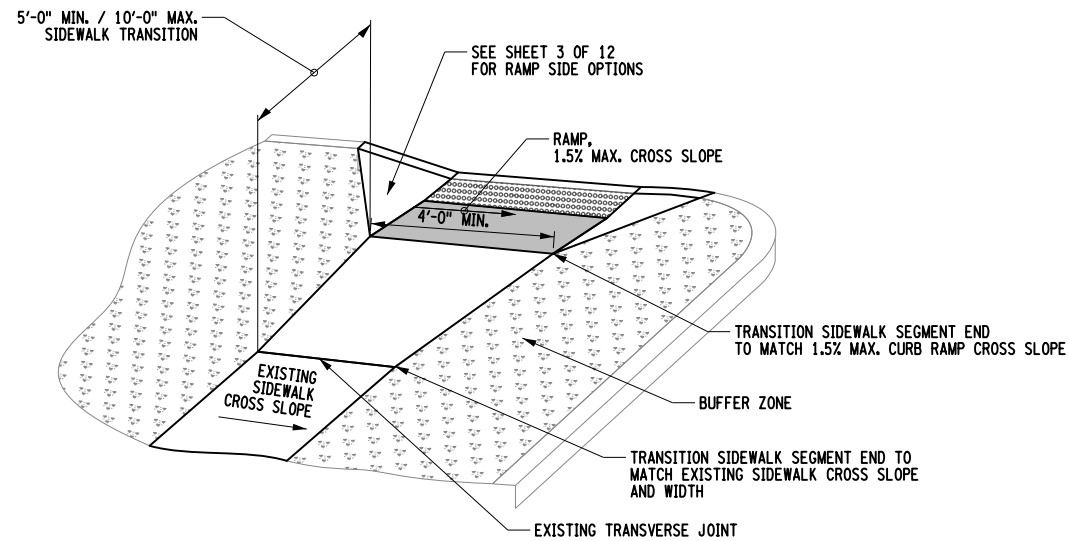
DETECTABLE WARNINGS AT RAILROAD CROSSING



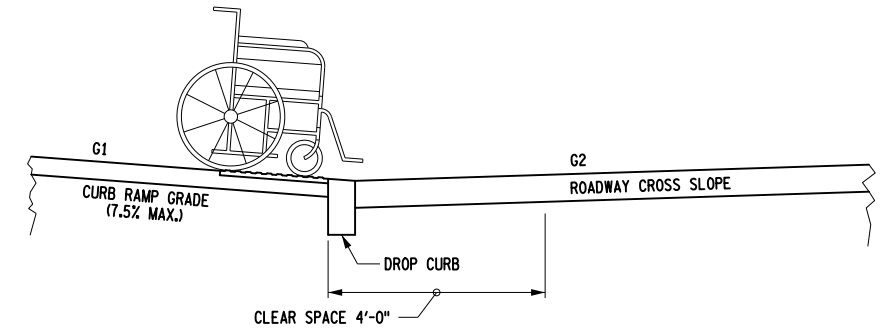
DETECTABLE WARNINGS AT PEDESTRIAN REFUGE ISLANDS
NON-ELEVATED CROSSING



CURB RAMP CROSS SLOPE TRANSITION

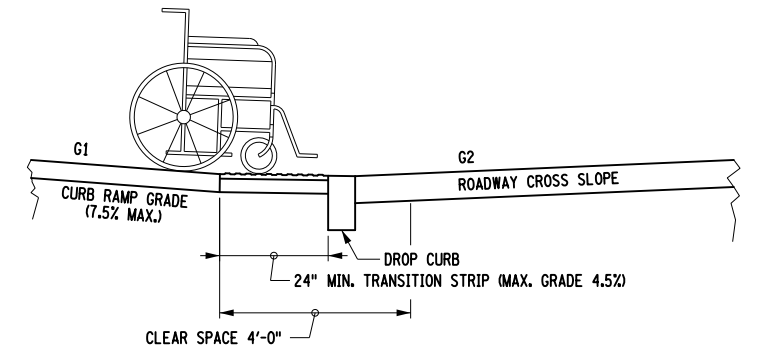


TRANSITION BETWEEN CURB RAMP AND EXISTING SIDEWALK
USE FOR CROSS SLOPE AND WIDTH TRANSITIONS



COUNTER SLOPE CONDITION 1

$A = G2 - G1$
ALGEBRAIC DIFFERENCE BETWEEN ROADWAY CROSS SLOPE
AND CURB RAMP GRADE IS LESS THAN 12.5%.



COUNTER SLOPE CONDITION 2

$A = G2 - G1$
ALGEBRAIC DIFFERENCE BETWEEN ROADWAY SLOPE
AND CURB RAMP GRADE IS GREATER THAN 12.5%.
TRANSITION STRIP REQUIRED (MAX. GRADE 4.5%)

COUNTER SLOPE CONDITIONS



Department of
Transportation

U.S. CUSTOMARY STANDARD SHEET

PEDESTRIAN FACILITIES
(SHEET 8 OF 12)

APPROVED AUGUST 18, 2021

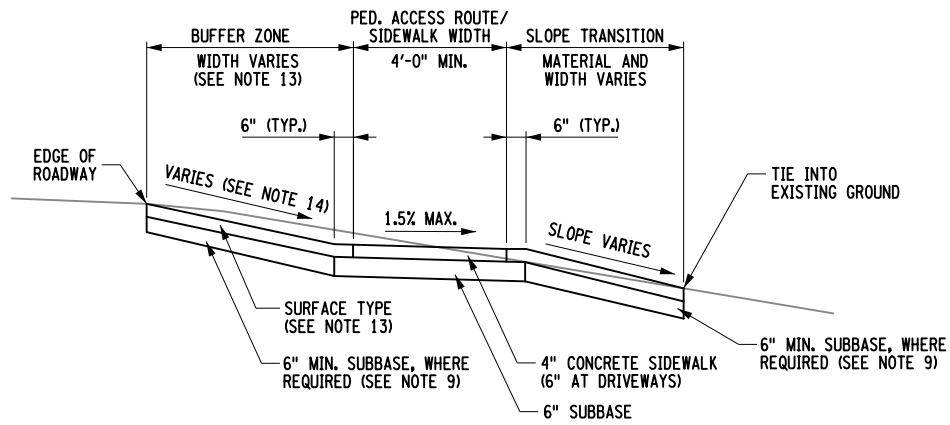
/S/ RICHARD WILDER, P.E.
DEPUTY CHIEF ENGINEER
(DESIGN)

ISSUED UNDER EI 21-024

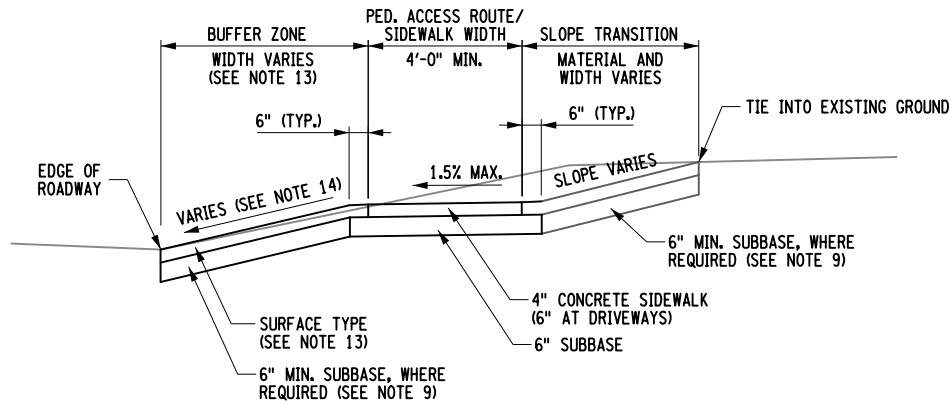
608-01

NOTE:

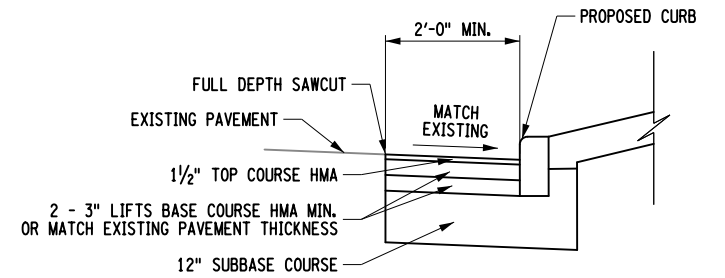
ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 12 UNLESS OTHERWISE NOTED.



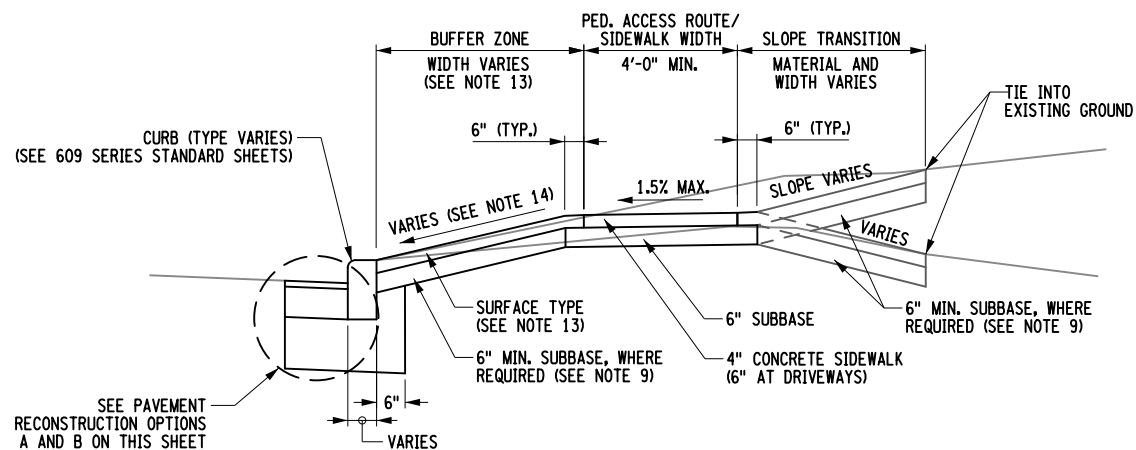
TYPICAL SIDEWALK CROSS SECTION NO CURB WITH BUFFER ZONE IN A FILL SECTION



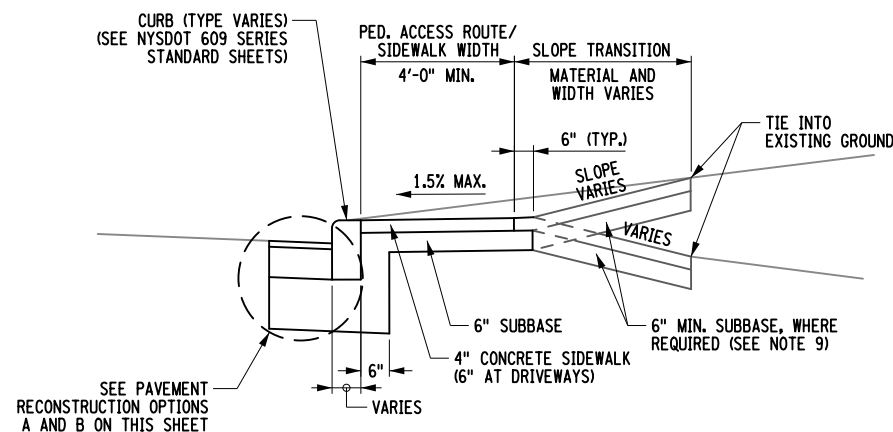
TYPICAL SIDEWALK CROSS SECTION NO CURB WITH BUFFER ZONE IN A CUT SECTION



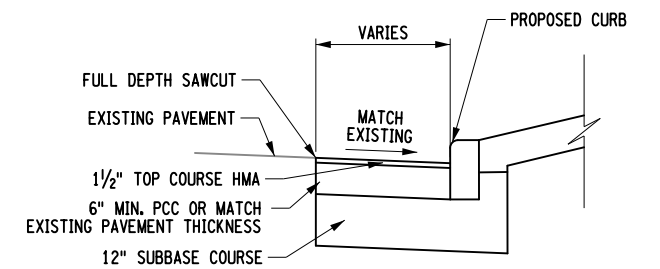
PAVEMENT RECONSTRUCTION OPTION A: HOT MIX ASPHALT
SEE NOTE 17



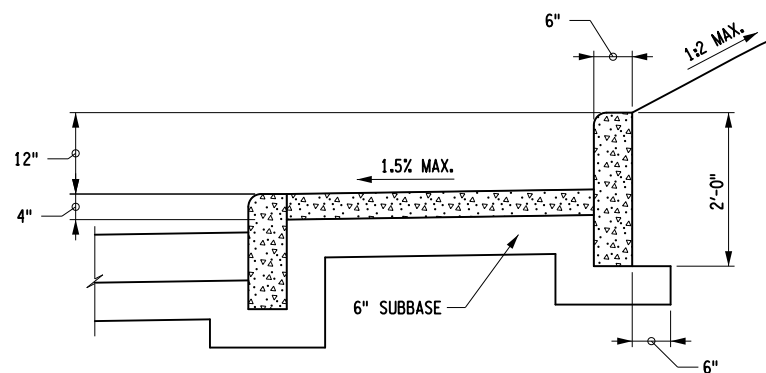
TYPICAL SIDEWALK CROSS SECTION CURBED WITH BUFFER ZONE



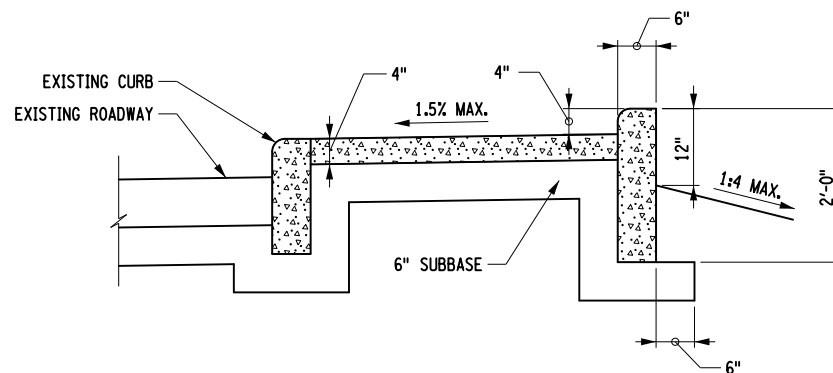
TYPICAL SIDEWALK CROSS SECTION CURBED WITHOUT BUFFER ZONE



PAVEMENT RECONSTRUCTION OPTION B: PORTLAND CEMENT CONCRETE
SEE NOTE 17



BACK OF CURB DETAIL USE IN CUT SECTIONS WITH LIMITED RIGHT-OF WAY OR STEEP SLOPES



BACK OF CURB DETAIL USE ON FILL SECTIONS WITH LIMITED RIGHT-OF-WAY

NOTE:

ALL NOTES REFERENCED ON THIS SHEET CAN BE FOUND ON STANDARD SHEET 608-01, SHEET 1 OF 12.



Department of
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U.S. CUSTOMARY STANDARD SHEET

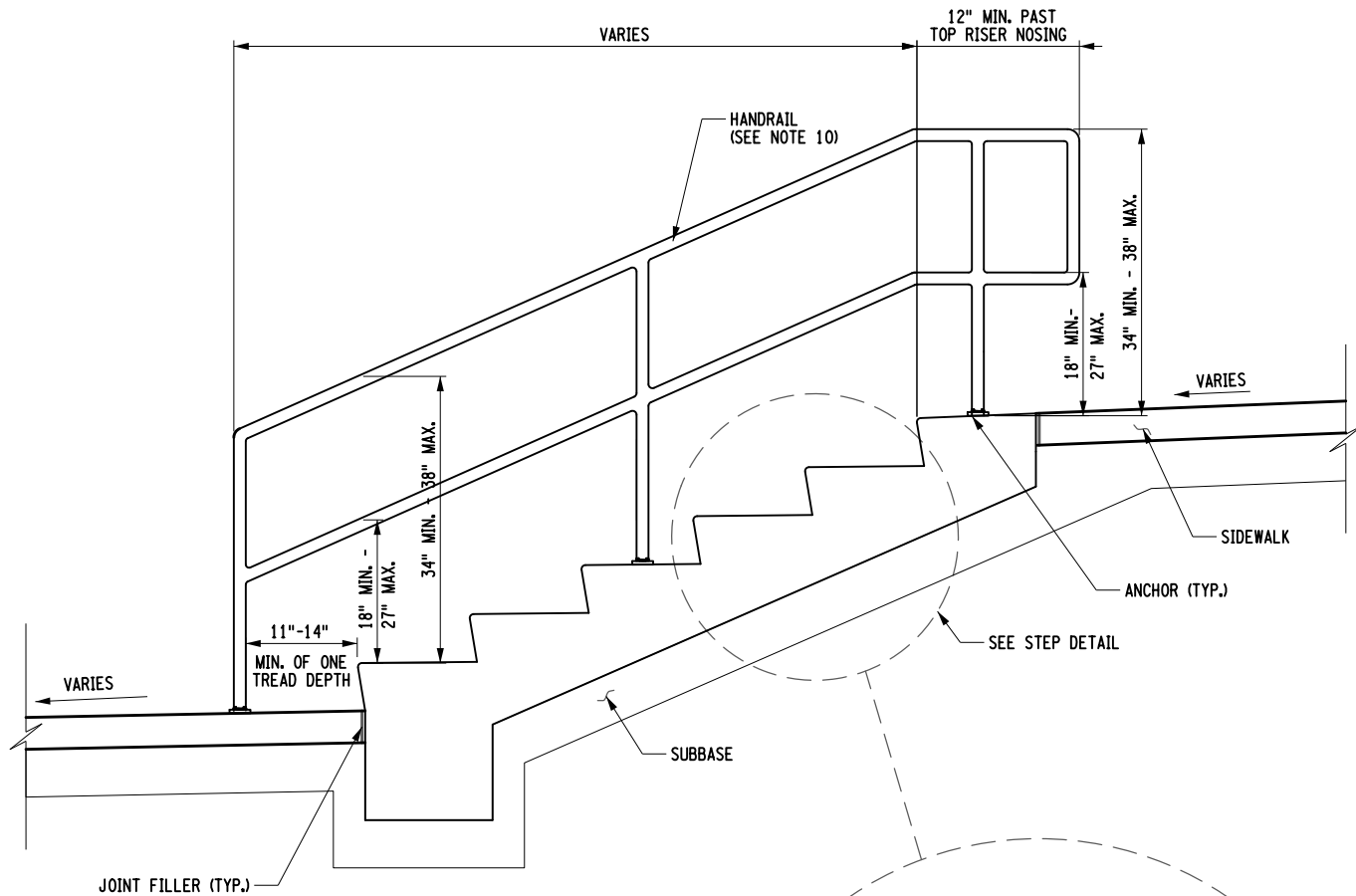
PEDESTRIAN FACILITIES
(SHEET 9 OF 12)

APPROVED AUGUST 18, 2021

/S/ RICHARD WILDER, P.E.
DEPUTY CHIEF ENGINEER
(DESIGN)

ISSUED UNDER EI 21-024

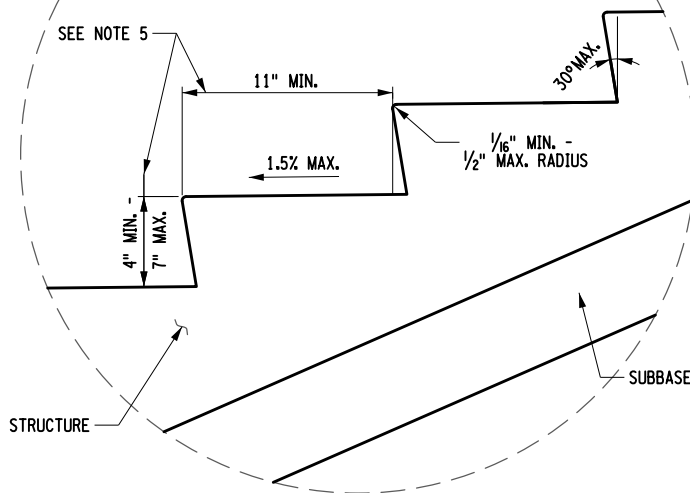
608-01



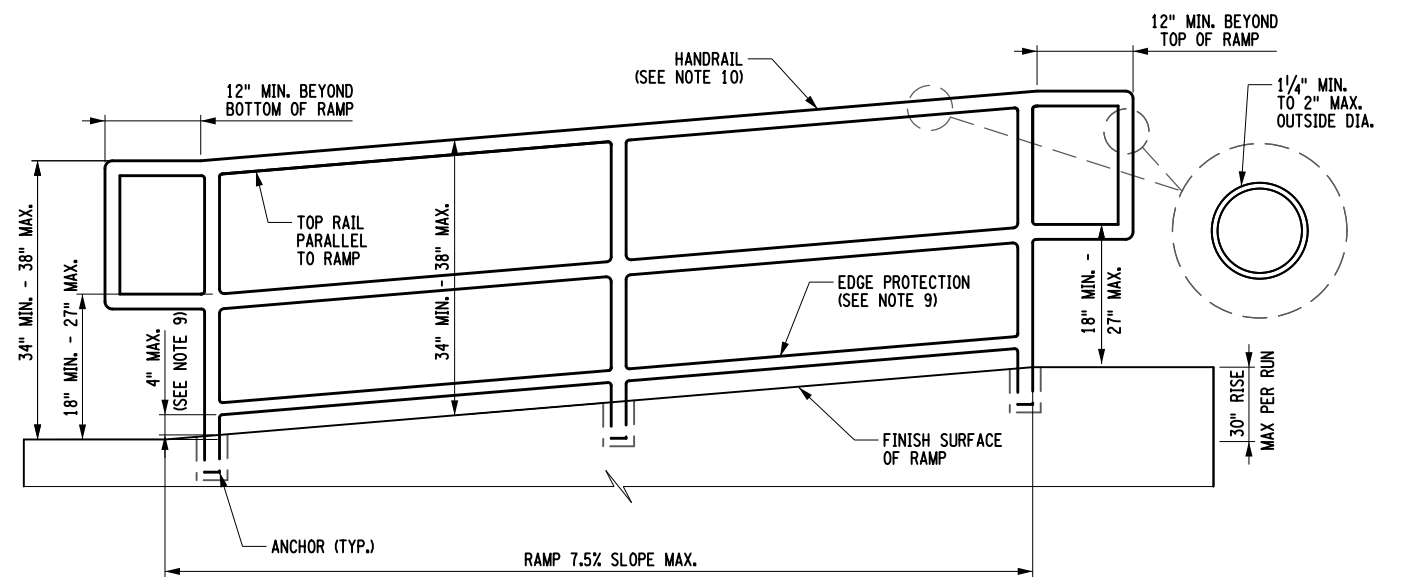
STANDARD STAIR DIMENSIONS DETAIL
NOT TO SCALE

NOTES:

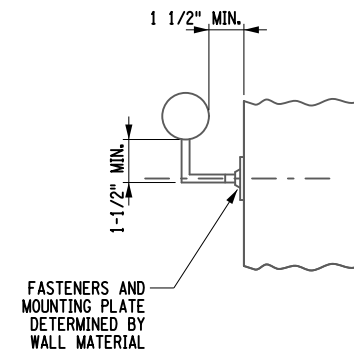
1. A HANDRAIL IS A RAIL PROVIDED FOR GRASPING WITH THE HAND FOR SUPPORT. A GUARD IS A BARRIER PLACED TO DISCOURAGE OR PREVENT MOVEMENT IN A CERTAIN DIRECTION, TYPICALLY WHERE THERE IS A DROP-OFF ADJACENT TO A PEDESTRIAN FACILITY. SEE NOTE 10. HANDRAILS AND GUARDS MAY BE INTEGRATED.
2. STAIRWAYS OR RAMP RUNS WITH A RISE GREATER THAN 6" SHALL HAVE HANDRAILS.
3. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS OR RAMPS ON PEDESTRIAN CIRCULATION PATHS; THEY ARE ONLY REQUIRED ON RAMPS ALONG PEDESTRIAN ACCESS ROUTES.
4. HANDRAILS, WHERE PROVIDED, SHALL BE PROVIDED ON BOTH SIDES OF THE RAMP OR STAIRWAY.
5. ALL STEPS ON A FLIGHT OF STAIRS MUST HAVE UNIFORM RISER HEIGHTS AND UNIFORM TREAD DEPTHS. OPEN RISERS ARE PROHIBITED.
6. A MINIMUM 48" CLEAR WIDTH MUST BE PROVIDED BETWEEN HANDRAILS.
7. STAIRWAY HANDRAILS SHALL BE LOCATED IN SUCH A MANNER THAT ALL PORTIONS OF THE STAIRWAY ARE WITHIN 30" OF A HANDRAIL. AN INTERMEDIATE HANDRAIL SHALL BE USED, IF NECESSARY.
8. HANDRAILS SHALL BE GROUND SMOOTH, WITH NO PROTRUSIONS.
9. EDGE PROTECTION SHALL BE PROVIDED ON BOTH SIDES OF A RAMP AND AT EACH SIDE OF A RAMP LANDING. EDGE PROTECTION MAY CONSIST OF:
 - A. A WALL OR CURB WITH A MINIMUM HEIGHT OF 4".
 - B. A BARRIER THAT PREVENTS A SPHERE WITH A DIAMETER OF 4" FROM PASSING BETWEEN THE BOTTOM OF THE BARRIER AND THE FINISH SURFACE.
 - C. A RAMP SURFACE THAT EXTENDS A MINIMUM OF 12" BEYOND THE INSIDE FACE OF THE HANDRAIL.
10. GUARDS FOR DROPOFF PROTECTION ARE REQUIRED FOR OPEN-SIDED STAIRS, RAMPS, AND LANDINGS THAT ARE LOCATED MORE THAN 30" (MEASURED VERTICALLY) TO THE FLOOR OR GRADE BELOW, AT ANY POINT WITHIN 36" HORIZONTALLY TO THE EDGE OF THE OPEN SIDE. GUARDS MUST COMPLY WITH THE REQUIREMENTS OF THE NYS BUILDING CODE.



STANDARD RISER/TREAD DIMENSIONS DETAIL
NOT TO SCALE



STANDARD HANDRAIL DIMENSIONS DETAIL FOR RAMPS
NOT TO SCALE



STANDARD HANDRAIL WALL MOUNTING DIMENSIONS DETAIL
NOT TO SCALE



**Department of
Transportation**

U.S. CUSTOMARY STANDARD SHEET

**PEDESTRIAN FACILITIES
(SHEET 10 OF 12)**

APPROVED AUGUST 18, 2021

/S/ RICHARD WILDER, P.E.
DEPUTY CHIEF ENGINEER
(DESIGN)

ISSUED UNDER EI 21-024

608-01

FILE NAME = 608-0111-EI21-024.dgn
DATE/TIME = 19-AUG-2021 13:50
USER = acoulter

GENERAL NOTES FOR PEDESTRIAN FACILITIES

1. PEDESTRIAN FACILITIES MUST MEET THE VALUES SHOWN ON THE APPLICABLE TABLE, OR BE JUSTIFIED AS NONSTANDARD FEATURES USING EXHIBIT 2-15A FROM THE NYSDOT HIGHWAY DESIGN MANUAL, CHAPTER 2.

CURB RAMPS TO REMAIN ON 1R PROJECTS:

2. ON 1R PROJECTS, CURB RAMPS BUILT PRIOR TO MARCH 15, 2012 DO NOT NEED TO BE REPLACED OR MODIFIED TO MEET CURRENT (PROWAG) STANDARDS IF THEY COMPLY WITH THE CURB RAMP REQUIREMENTS IN THE 1991 ADAAG STANDARDS, SHOWN ON TABLE 1.
3. THE MAX. CROSS SLOPE FOR ANY PART OF AN ACCESSIBLE ROUTE IN THE 1991 ADAAG STANDARDS IS 2%. HOWEVER, CURB RAMP CROSS SLOPES AT INTERSECTIONS WITHOUT YIELD OR STOP CONTROL CAN MATCH THE HIGHWAY GRADE.
4. AS DETAILED IN THE "SUPPLEMENT TO THE 2013 DOJ/DOT JOINT TECHNICAL ASSISTANCE ON THE TITLE II OF THE ADA REQUIREMENTS TO PROVIDE CURB RAMPS WHEN STREETS, ROADS, OR HIGHWAYS ARE ALTERED THROUGH RESURFACING", DETECTABLE WARNINGS ARE REQUIRED ON CURB RAMPS BUILT OR ALTERED DURING THE FOLLOWING PERIODS:
JULY 26, 1991 - MAY 12, 1994
JULY 26, 1998 - DECEMBER 23, 1998
JULY 26, 2001 - MARCH 15, 2012
IF A CURB RAMP WAS BUILT OR LAST ALTERED DURING THE PERIODS ABOVE, OR IF THE DATE OF CONSTRUCTION OR LAST ALTERATION CANNOT BE DETERMINED, THE RAMP REQUIRES A DETECTABLE WARNING.
5. REQUIREMENTS FOR DETECTABLE WARNING DIMENSIONS AND PLACEMENT ARE TO BE EVALUATED BY CURRENT (PROWAG) STANDARDS AS DETAILED ON SHEET 2 OF 12
6. FOR CROSSWALK REQUIREMENTS ON 1R PROJECTS, REFER TO VALUES ON TABLE 2, SHEET 12 OF 12, FOR NEW AND REPLACEMENT FACILITIES.

NOTES ON NEW AND REPLACEMENT PEDESTRIAN FACILITIES:


7. IF A SIDEWALK OR OTHER PEDESTRIAN PATH IS WIDER THAN 48 IN., ONLY THE MINIMUM CONTINUOUS ACCESSIBLE CLEAR WIDTH OF 48 IN. (WITH PASSING SPACES AS NEEDED) IS REQUIRED TO MEET THE SURFACE AND SLOPE REQUIREMENTS SHOWN ON TABLE 2, SHEET 12 OF 12.
8. REQUIREMENTS FOR HEIGHT AND OPENINGS ON GUARDS DO NOT APPLY TO HIGHWAY SEGMENTS, HIGHWAY RAMPS, OR HIGHWAY BRIDGES WITH BRIDGE OR HIGHWAY BARRIERS.

NOTES ON INSPECTION METHODS (MEASUREMENT):

9. GRADE (RUNNING SLOPE) IS TO BE MEASURED AS AN AVERAGE OF AT LEAST 3 DIGITAL LEVEL MEASUREMENTS USING A 4-FOOT STRAIGHT EDGE, ALONG THE CENTERLINE (DIRECTION OF TRAVEL), AND OFFSET AT LEAST 18" TO EACH SIDE OF THE CENTERLINE OF THE RAMP, ROADWAY, CURB RAMP, ETC. ACCEPTANCE IS BASED ON GRADES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE TABLE.
10. CROSS SLOPE IS TO BE MEASURED AS AN AVERAGE OF AT LEAST 2 DIGITAL LEVEL MEASUREMENTS, MADE PERPENDICULAR TO THE CENTERLINE (DIRECTION OF TRAVEL) OF THE SIDEWALK, TAKEN (WHEN LENGTH ALLOWS) AT 5' TO 10' INTERVALS. FOR FLARES, USE AN AVERAGE OF AT LEAST 2 DIGITAL LEVEL MEASUREMENTS TAKEN WITHIN THE PEDESTRIAN CIRCULATION PATH AND PARALLEL TO THE CURB LINE. ACCEPTANCE IS BASED ON SLOPES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE TABLE.
11. AREA SLOPE IS TO BE MEASURED BY TAKING GRADE (RUNNING SLOPE) AND CROSS SLOPE MEASUREMENTS, AS DESCRIBED IN NOTES 9 AND 10. ACCEPTANCE IS BASED ON SLOPES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE TABLE.
12. WIDTHS AND OFFSETS ARE TO BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) TAPE MEASUREMENTS TAKEN PERPENDICULAR TO THE CENTERLINE (DIRECTION OF TRAVEL) OF THE PEDESTRIAN ROUTE OR PATH, AT EITHER THE RESTRICTION POINT OR (WHEN LENGTH ALLOWS) 10' INTERVALS. ACCEPTANCE IS BASED ON WIDTHS GREATER TO OR EQUAL TO THE LIMIT SHOWN IN THE TABLE.
13. LENGTH IS TO BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) TAPE, WHEEL, OR REEL MEASUREMENTS TAKEN WITHIN A FOOT OF THE CENTERLINE (DIRECTION OF TRAVEL) OR RAILING, RAMP, SIDEWALK, ETC., WITH THE MEASUREMENT ALONG THE GRADE OF THE RAILING, SIDEWALK, RAMP, CURB RAMP, ETC. (I.E., NOT A HORIZONTAL MEASUREMENT FOR SLOPED SURFACES). ACCEPTANCE IS BASED ON LENGTHS GREATER THAN OR EQUAL TO THE LIMIT SHOWN IN THE TABLE.
14. RISE OR VERTICAL DISTANCE IS TO BE MEASURED AS AN AVERAGE OF AT LEAST TWO (2) VERTICAL MEASUREMENTS. FOR LANDINGS OR STEP RISERS, TAKE MEASUREMENTS AT LEAST ONE (1) FOOT APART. FOR LANDINGS, AVERAGE AT LEAST TWO (2) MEASUREMENTS USING A SURVEY ROD AND LEVEL AT THE NOSE/EDGE OF THE LANDING AND THE BASE OF RAMP OR STAIRS. ACCEPTANCE IS BASED ON RISES OR VERTICAL DISTANCES LESS THAN OR EQUAL TO THE LIMIT SHOWN IN THE TABLE.
15. OPENING LIMITATIONS ARE ACCEPTABLE IF THE OPENING CANNOT PASS A SPHERE OF THE GIVEN DIAMETER. ELONGATED OPENINGS ON WALL SURFACES, SHALL BE ORIENTED WITH LONG DIMENSION PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL.
16. DIAMETER, PERIMETER, AND ALL OTHER MEASUREMENTS ARE TO BE MEASURED AS DIRECTED BY ITEM SPECIFICATION.
17. PEDESTRIAN PUSHBUTTON HEIGHT IS TO BE MEASURED AS A SINGLE MEASUREMENT FROM THE CENTER OF THE PUSHBUTTON TO THE POINT DIRECTLY BELOW IT ON THE CLEAR SPACE. ACCEPTANCE IS BASED ON A MEASUREMENT WITHIN THE ACCEPTABLE RANGE OF HEIGHTS SHOWN IN TABLE 2.

TABLE 1 - CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT AND ACCEPTANCE OF PEDESTRIAN FACILITIES.
EXISTING CURB RAMPS TO REMAIN ON 1R PROJECTS
(1991 ADAAG STANDARDS)

ELEMENT	LIMITS REQUIRED TO RETAIN EXISTING CURB RAMP (SEE NOTE 1)	INSPECTION METHODS (NOTE NO.)
CURB RAMPS		
CLEAR WIDTH	36" MIN.	12
FLARE SLOPE FOR RAMP WITHIN A PEDESTIAN CIRCULATION PATH	10% MAX.	10
FLARE SLOPE/EDGE FOR RAMP OUTSIDE A PEDESTRIAN CIRCULATION PATH	NO MAX. SLOPE; MAY BE CURBED	-
CROSS SLOPE AT INTERSECTION CROSSING WITH YIELD OR STOP CONTROL	2% MAX.	10
CROSS SLOPE AT INTERSECTION CROSSING WITHOUT YIELD OR STOP CONTROL (INCLUDING ANY SIGNAL BUT FLASHING RED)	HIGHWAY GRADE IS MAX. (SEE NOTE 3)	10
GRADE (RUNNING SLOPE)	8.33% MAX.	9
GRADE (RUNNING SLOPE), IF SPACE IS LIMITED	10% FOR 6" RISE	9
CLEAR SPACE FOR DIAGONAL RAMPS	48" x 48" MIN.	12, 13
GRATING SPACES (IN WALKING SURFACE)	0.5" MAX.	15
VERTICAL CHANGES	0.5" MAX., WITH 1:2 MAX. BEVEL BETWEEN 0.25" AND 0.5" HIGH	14



NEW YORK
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OPPORTUNITY.

Department of
Transportation

U.S. CUSTOMARY STANDARD SHEET

PEDESTRIAN FACILITIES
(SHEET 11 OF 12)

APPROVED AUGUST 18, 2021
/S/ RICHARD WILDER, P.E.
DEPUTY CHIEF ENGINEER
(DESIGN)


ISSUED UNDER EI 21-024

608-01

TABLE 2 - SELECT CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT AND ACCEPTANCE OF PEDESTRIAN FACILITIES. NEW OR REPLACEMENT FACILITIES (2013 PROWAG STANDARDS)

ELEMENT	LIMITS FOR DESIGN AND LAYOUT	LIMITS FOR WORK ACCEPTANCE	INSPECTION METHODS (NOTE NO.)	ELEMENT	LIMITS FOR DESIGN AND LAYOUT	LIMITS FOR WORK ACCEPTANCE	INSPECTION METHODS (NOTE NO.)	ELEMENT	LIMITS FOR DESIGN AND LAYOUT	LIMITS FOR WORK ACCEPTANCE	INSPECTION METHODS (NOTE NO.)
CURB RAMPS/BLENDED TRANSITIONS				CROSSWALKS				STAIRS			
CLEAR WIDTH	48" MIN.	48" MIN.	12	WIDTH	72" MIN.	48" MIN.	12	RISER HEIGHT (MUST BE UNIFORM ON FLIGHT)	4" MIN. - 7" MAX.	4" MIN. - 7" MAX.	14
SLOPE OF FLARED SIDES, WITHIN PEDESTRIAN CIRCULATION PATH	9.5% MAX.	10% MAX.	10	CROSS SLOPE AT INTERSECTION WITH YIELD OR STOP CONTROL	1.5% MAX.	2% MAX.	10	CLEAR WIDTH OF STAIRS	48" MIN.	44" MIN.	12
SLOPE OF FLARED SIDES, OUTSIDE PEDESTRIAN CIRCULATION PATH	NO MAX. SLOPE, MAY BE CURBED	NO MAX. SLOPE, MAY BE CURBED	10	CROSS SLOPE AT PEDESTRIAN CROSSINGS WHERE THERE IS NO YIELD OR STOP SIGN, OR WHERE THERE IS A TRAFFIC SIGNAL THAT IS DESIGNED FOR THE GREEN PHASE.	4.5% MAX.	5% MAX.	10	DEPTH OF TREAD (MUST BE UNIFORM ON FLIGHT)	11" MIN.	11" MIN.	13
GRADE (RUNNING SLOPE) FOR CURB RAMP	7.5% MAX.	8.3% MAX.	9	CROSS SLOPE, MIDBLOCK	HIGHWAY GRADE IS MAX.	HIGHWAY GRADE IS MAX.	10	TREAD SURFACE SLOPE	LEVEL TO 1.5% MAX.	LEVEL TO 2% MAX.	11
GRADE (RUNNING SLOPE) FOR BLENDED TRANSITION	4.5% MAX.	5% MAX.	9	GRADE (RUNNING SLOPE), I.E., HIGHWAY CROSS SLOPE	4.5% MAX.	5% MAX.	9	TREAD NOSING	0.5" MAX. RADIUS ON LEADING EDGE, 1.25" MAX. EXTENSION OVER TREAD BELOW	0.5" MAX. RADIUS ON LEADING EDGE, 1.25" MAX. EXTENSION OVER TREAD BELOW	13
CROSS SLOPE (AT CROSSING WITH YIELD OR STOP CONTROL)	1.5% MAX.	2% MAX.	10	MARKINGS	TYPE L, S, LS, DIAGONAL, OR OTHER	TYPE L, S, LS, DIAGONAL, OR OTHER	-	CLOSED RISER	YES	YES	-
CROSS SLOPE (AT CROSSING WHERE THERE IS NO YIELD OR STOP SIGN, OR WHERE THERE IS A TRAFFIC SIGNAL THAT IS DESIGNED FOR THE GREEN PHASE).	HIGHWAY GRADE IS MAX.	HIGHWAY GRADE IS MAX.	10	CLEAR WIDTH WITHIN MEDIAN OR PEDESTRIAN REFUGE ISLAND	60" MIN.	60" MIN.	12	RISE BETWEEN LANDINGS	144" MAX.	144" MAX.	14
LENGTH OF CURB RAMP, IF MAXIMUM ALLOWABLE SLOPE WILL NOT "CATCH UP" TO GRADE.	DOES NOT NEED TO EXCEED 15'-1"	DOES NOT NEED TO EXCEED 15'	13	PEDESTRIAN RAMPS (ALL RAMPS EXCEPT CURB RAMPS)				LANDING	REQ. AT TOP AND BOTTOM OF STAIRS	REQ. AT TOP AND BOTTOM OF STAIRS	-
TURNING SPACE, WITH NO CONSTRAINTS	48"x48" MIN.	48"x48" MIN.	12, 13	CLEAR WIDTH	36" MIN.	36" MIN.	12	LANDING WIDTH	MIN. WIDTH EQUAL TO STAIRWAY WIDTH	MIN. WIDTH EQUAL TO STAIRWAY WIDTH	12
TURNING SPACE, WITH CONSTRAINTS AT BACK OF SIDEWALK	48"x60" MIN.	48"x60" MIN.	12, 13	CROSS SLOPE	1.5% MAX.	2% MAX.	10	LANDING LENGTH	MIN. LENGTH EQUAL TO STAIRWAY WIDTH, UP TO 48"	MIN. LENGTH EQUAL TO STAIRWAY WIDTH, UP TO 48"	13
TURNING SPACE, WITH CONSTRAINTS ON TWO SIDES	48"x60" MIN.	48"x60" MIN.	12, 13	GRADE (RUNNING SLOPE)	7.5% MAX.	8.3% MAX.	9	LANDING SLOPE, IN ANY DIRECTION	1.5% MAX.	2% MAX.	11
SLOPE OF TURNING SPACE AT CONTROLLED INTERSECTIONS, IN ANY DIRECTION	1.5% MAX.	2% MAX.	11	VERTICAL RISE, BETWEEN LANDINGS	30" MAX.	30" MAX.	14	DRAINAGE			
CROSS SLOPE OF TURNING SPACE AT CROSSINGS WHERE THERE IS NO YIELD OR STOP SIGN, OR WHERE THERE IS A TRAFFIC SIGNAL THAT IS DESIGNED FOR THE GREEN PHASE.	HIGHWAY GRADE IS MAX.	HIGHWAY GRADE IS MAX.	10	LANDING WIDTH, WITH NO CHANGE OF PED. DIRECTION	WIDTH OF WIDEST RAMP LEADING TO LANDING	WIDTH OF WIDEST RAMP LEADING TO LANDING	12	ADEQUATE DRAINAGE	NO LOW SPOTS THAT WILL POND WATER WITHIN PED. ACCESS ROUTE	NO LOW SPOTS THAT WILL POND WATER WITHIN PED. ACCESS ROUTE	-
CROSS SLOPE OF TURNING SPACE AT MIDBLOCK CROSSINGS	HIGHWAY GRADE IS MAX.	HIGHWAY GRADE IS MAX.	10	LANDING WIDTH, WITH A CHANGE OF PED. DIRECTION	60" MIN.	60" MIN.	12	PEDESTRIAN SIGNALS			
COUNTER SLOPE AT BOTTOM OF RAMP	4.5% MAX.	5% MAX.	9	LANDING LENGTH	60" MIN.	60" MIN.	13	PUSH BUTTON HEIGHT	42" MIN. - 48" MAX.	42" MIN. - 48" MAX.	17
CLEAR SPACE (BEYOND BOTTOM GRADE BREAK, OUTSIDE OF PARALLEL VEHICLE PATH; CAN INCLUDE DROP CURB)	48"x48" MIN.	48"x48" MIN.	12, 13	LANDING SLOPE, IN ANY DIRECTION	1.5% MAX.	2% MAX.	12	PUSH BUTTON DISTANCE FROM PEDESTRIAN ACCESS ROUTE	9" MAX.	10" MAX.	12
DETECTABLE WARNINGS				RAILINGS AND GUARDS FOR PEDESTRIAN RAMPS, STAIRS AND ELEVATED SURFACES				DIMENSIONS OF CLEAR SPACE ADJACENT TO PUSH BUTTON	30"x48" MIN.	30"x48" MIN.	12, 13
DOME DIMENSIONS AND SPACING	ON DOT APPROVED LIST	ON DOT APPROVED LIST	-	RAMP (WITH A RISE OF OVER 6") OR STAIRS	HANDRAIL REQ. ON BOTH SIDES	HANDRAIL REQ. ON BOTH SIDES	-	GRADE (RUNNING SLOPE) OF CLEAR SPACE ADJACENT TO PUSH BUTTON	MATCH GRADE OF ADJACENT PED. ACCESS ROUTE	MATCH GRADE OF ADJACENT PED. ACCESS ROUTE	9
CONTRAST OF WARNING DEVICE	LIGHT ON DARK OR DARK ON LIGHT	LIGHT ON DARK OR DARK ON LIGHT	-	HEIGHT OF HANDRAIL (FROM WALKING SURFACE OR STAIR NOSING TO TOP OF GRIPPING SURFACE)	34" MIN. - 38" MAX.	34" MIN. - 38" MAX.	14	CROSS SLOPE OF CLEAR SPACE ADJACENT TO PUSH BUTTON	1.5% MAX.	2% MAX.	10
ALIGNMENT ON SLOPES > 5%	PERPENDICULAR TO GRADE BREAK BETWEEN RAMP RUN AND STREET	PERPENDICULAR TO GRADE BREAK BETWEEN RAMP RUN AND STREET	-	HEIGHT OF GUARDS, FOR VERTICAL DROPS > 30" (SEE NOTE 3, THIS SHEET)	42" MIN.	42" MIN.	14	CLEARANCE TIMING	3.5 FT/S MAX. WALKING SPEED	3.5 FT/S MAX. WALKING SPEED	-
WIDTH	FULL WIDTH OF RAMP OR PAR (2" BORDER ALLOWED)	FULL WIDTH OF RAMP OR PAR (2" BORDER ALLOWED)	12	OPENING LIMITATIONS FOR GUARDS (SEE NOTE 3, THIS SHEET)	4" MAX. (4¾" ALLOWED FROM A HEIGHT OF 36" TO 42")	4" MAX. (4¾" ALLOWED FROM A HEIGHT OF 36" TO 42")	15	1. NOTES REFERENCED ON THIS SHEET ARE FOUND ON SHEET 11 OF 12. 2. MORE CRITICAL ELEMENTS FOR PEDESTRIAN FACILITIES CAN BE FOUND ON THE "CRITICAL ELEMENTS FOR THE DESIGN, LAYOUT AND ACCEPTANCE OF PEDESTRIAN FACILITIES", REFERENCED IN HIGHWAY DESIGN MANUAL CHAPTER 18. 3. DOES NOT APPLY TO HIGHWAY SEGMENTS, HIGHWAY RAMPS, OR HIGHWAY BRIDGES WITH BRIDGE OR HIGHWAY BARRIERS. 4. PEDESTRIAN ACCESS ROUTE (P.A.R.) IS DEFINED ON SHEET 1 OF 12.			
LENGTH (DEPTH)	24" MIN. IN DIRECTION OF PEDESTRIAN TRAVEL ACROSS FULL WIDTH OF RAMP OR P.A.R.	24" MIN. IN DIRECTION OF PEDESTRIAN TRAVEL ACROSS FULL WIDTH OF SIDEWALK RAMP OR P.A.R.	13	DISTANCE BETWEEN BOTTOM OF GUARD AND WALKING SURFACE ON RAMP	4" MAX.	4" MAX.	15				
SIDEWALK (SEE NOTE 7)				DISTANCE BETWEEN BOTTOM OF GUARD AND WALKING SURFACE ON STAIRS	TRIANGLE FORMED BY RISER, TREAD, AND BOTTOM RAIL CANNOT ALLOW PASSAGE OF 6" SPHERE	TRIANGLE FORMED BY RISER, TREAD, AND BOTTOM RAIL CANNOT ALLOW PASSAGE OF 6" SPHERE	15				
CLEAR WIDTH OF PED. ACCESS ROUTE (EXCLUDING CURB)	48" MIN.	48" MIN.	12	HANDRAIL CLEARANCE (BETWEEN GRIPPING SURFACE AND WALL)	1.5" MIN.	1.5" MIN.	12				
GRADE (RUNNING SLOPE) WHERE HWY. GRADE IS 5% OR LESS	4.5% MAX.	5% MAX.	9	OUTSIDE DIAMETER OF CIRCULAR HANDRAIL	1.25" MIN. - 2" MAX.	1.25" MIN. - 2" MAX.	16				
GRADE (RUNNING SLOPE) WHERE HWY. GRADE IS > 5%	HWY. EDGE OF PVMT. GRADE IS MAX.	HWY. EDGE OF PVMT. GRADE IS MAX.	9	OUTSIDE PERIMETER OF NON-CIRCULAR HANDRAIL	4" MIN. - 6.25" MAX.	4" MIN. - 6.25" MAX.	16	PEDESTRIAN FACILITIES (SHEET 12 OF 12)			
CROSS SLOPE	1.5% MAX.	2% MAX.	10	CROSS-SECTION DIMENSION OF NON-CIRCULAR HANDRAIL	2.25" MAX.	2.25" MAX.	16				
PASSING SPACE INTERVAL (IF PED. ACCESS ROUTE IS LESS THAN 60" WIDE)	200' MAX.	200' MAX.	13	HANDRAIL PLACEMENT ON STAIRS	WITHIN 30" OF ANY POINT ON TREAD	WITHIN 30" OF ANY POINT ON TREAD	12				
PASSING SPACE DIMENSIONS	60"x60" MIN.	60"x60" MIN.	12, 13	HANDRAIL EXTENSION AT TOP OR BOTTOM OF RAMP	12" MIN. PAST RAMP RUN	12" MIN. PAST RAMP RUN	13				
SURFACES				HANDRAIL EXTENSION AT TOP OF STAIRS	12" MIN. PAST FIRST RISER NOSING	12" MIN. PAST FIRST RISER NOSING	13				
MATERIAL	FIRM, STABLE, AND SLIP RESISTANT	FIRM, STABLE, AND SLIP RESISTANT	-	HANDRAIL EXTENSION AT BOTTOM OF STAIRS	MIN. OF ONE TREAD DEPTH PAST BOTTOM RISER	MIN. OF ONE TREAD DEPTH PAST BOTTOM RISER	13	U.S. CUSTOMARY STANDARD SHEET			
HORIZONTAL OPENINGS (SUCH AS GRATINGS AND JOINTS)	0.5" MAX.	0.5" MAX.	13, 15								
VERTICAL DISCONTINUITIES	0.25" MAX.	0.5" MAX. WITH 1:2 MAX. BEVEL BETWEEN 0.25" AND 0.5" HIGH	14								

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 <p>NEW YORK STATE OF OPPORTUNITY.</p>	<p>Department of Transportation</p>
<p>U.S. CUSTOMARY STANDARD SHEET</p>	
<p>PEDESTRIAN FACILITIES (SHEET 12 OF 12)</p>	
<p>APPROVED AUGUST 18, 2021</p> <p>/S/ RICHARD WILDER, P.E.</p> <hr/> <p>DEPUTY CHIEF ENGINEER (DESIGN)</p>	<p>ISSUED UNDER EI 21-024</p> <p>608-01</p>