

**Department of Public Works Nassau County, N.Y.**

**Bid Sheet for Contract: H6158766G**

Nassau County DPW

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Item No	Engineers Estimate	Item Description			
1M	1.00 LS	Mobilization	For:		
2	40.00 CY	Unclassified Excavation	For:		
4A	4,850.00 SY	Cement Concrete Breaking (Pavement)	For:		
5C	371.00 CY	Selected Fill	For:		
7	1,150.00 SY	Preparing Fine Grade	For:		
9	65.00 CY	Topsoil	For:		
12H	1,895.00 LF	Cleaning Existing Drainage System	For:		
15	12.00 EACH	Altering Catch Basins	For:		
15X	1.00 EACH	Rehabilitation of Catch Basins	For:		
16X	16.00 EACH	Altering Brick Manholes	For:		
24	290.00 CY	Cement Concrete Pavement	For:		
24V	72.00 CY	Concrete Valley Gutter	For:		
26	3,680.00 LF	Concrete Curb	For:		
26CG	750.00 LF	Monolithic Concrete Curb and Gutter	For:		
27	3,730.00 SF	Cement Concrete Sidewalk	For:		

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Item No	Engineers Estimate	Item Description			
27DW	165.00 SF	Detectable Warning Surface	For:		
28	3,000.00 SF	Cement Concrete Driveways and Driveway Aprons	For:		
29	11,760.00 SF	Driveway Restoration	For:		
30	335.00 SY	Metal Reinforcement for Concrete Pavement	For:		
32A	520.00 EACH	Longitudinal Joint Ties (Pavement)	For:		
34	18,475.00 LB	Miscellaneous Metals	For:		
36C	660.00 TON	Asphalt Concrete Truing and Leveling Course-Type 1A	For:		
36DRAR	11,196.00 TON	Rut Avoidance Asphalt Concrete Type 1A (Top RA Resurfacing)	For:		
58A	370.00 LF	Saw Cutting Existing Non-Roadway Asphalt	For:		
58RPC	970.00 LF	Saw Cutting Existing Roadway Pavement and Concrete	For:		
102	1.00 LS	Work Zone Traffic Control	For:		
102D	90.00 DAY	Flashing Arrow Board	For:		
102PVMS	90.00 DAY	Portable Variable Message Sign	For:		
111	5,405.00 SY	Removal and Replacement of Pavements	For:		
112	12.00 EACH	Adjusting Manholes	For:		

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Item No	Engineers Estimate	Item Description			
114	34.00 EACH	Adjustment of Water Valve Box Elevation	For:		
115	530.00 LF	Butt Joints	For:		
116A	126,684.00 SY	Profiling and Removal of Asphalt Pavement	For:		
132	54.00 EACH	Plowable Raised Reflectorized Pavement Markers	For:		
133X	1.00 LS	Clean and Fill Joints and Cracks	For:		
136S	20.00 DAY	Survey Stakeout (Per Day)	For:		
138	1,070.00 SY	Asphalt Joint Repair	For:		
141B	46.00 EACH	Silt Protection For Surface Inlet Drainage Structures	For:		
141C	87.00 EACH	Silt Protection For Curb Inlet Drainage Structures	For:		
199	1.00 LS	Interim Payments (Force)	For:		
199A	1.00 LS	Asphalt Price Adjustment (Force)	For:		
361A	1.00 EA	Planting Trees and Shrubs - Deciduous Major	For:		
365	3,620.00 SF	Sodding	For:		
368	402.22 SY	Topsoil and Grass Seed	For:		
372D	1.00 EACH	Tree Removal (24" to less than 36")	For:		
374D	1.00 EACH	Stump Grinding -D- (24" - <36" Diameter)	For:		

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Item No	Engineers Estimate	Item Description			
378	25.00 LF	Mechanical Root Barrier System	For:		
422L	9,675.00 LF	Furnish and Install Loop Wire	For:		
422LS	3,815.00 LF	Furnish and Install Loop Saw Cut	For:		
442W	71,075.00 LF	Epoxy Reflectorized Pavement Markings (White)	For:		
442W-1	40,030.00 LF	Epoxy Reflectorized Pavement Markings (White) For Hand Work Applications	For:		
442Y	53,395.00 LF	Epoxy Reflectorized Pavement Markings (Yellow)	For:		
500	1,150.00 SY	Brick Faced Imprinting on Concrete Pavement	For:		
502	3,480.00 LBS	Integral Color Pigment for Concrete Pavement	For:		
504	270.00 SF	Resetting Brick, Block, or Flagstone Pavement	For:		
685.0720 0210	72.00 EA	White Epoxy Reflectorized Pavement Letters - 20 Mils (Wet Night Visibility Spheres)	For:		
685.0720 0310	126.00 EA	White Epoxy Reflectorized Pavement Symbols - 20 mils	For:		
698.9394 0015	1.00 LS	Incentive Payments / Disincentive Assessments for Work Subject to the Special Note "Incentive/Disincentive Clause" (Fixed)	For:	\$100,000.00	

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: H6158766G

NASSAU COUNTY  
RESURFACING OF VARIOUS COUNTY ROADS

NASSAU COUNTY  
CONTRACT NO. H61587-66G

SPECIAL NOTE

**“Incentive/Disincentive Clause”**  
**(Refer to Special Item #698.9394M)**

**The Contractor shall schedule and perform the contract work in accordance with the following restrictions:**

The County has determined that a benefit to the traveling public within Nassau County will be derived by completing certain Contract work within a specified time period during which time the traffic on these roads will be required to be fully, partially or frequently interrupted at any time of the day or night.

The County’s objective is to minimize the duration of lane closures during construction, and to timely restore safe roads. The Contract critical work is defined as all items, excluding traffic loops, listed on the Bid Sheets and all associated work in order to open the roads and/or sidewalks to pedestrian use and vehicular traffic without restriction excluding non “punch list” lane closures (“Critical Work”). Prior to commencing Work, the Contractor submit a Schedule containing the elements described in General Note, and such Schedule shall be updated bi-weekly ("Progress Schedule").

**Description of Time-Related Contract Provision:**

There is only one-time period, the Critical Work period, that shall be subject to this Incentive / Disincentive Clause. The Critical Work duration shall commence ten (10) days after the Notice to Proceed, and shall be completed in no more than ninety (90 ) calendar days, excluding any

days lost due to: (i) Sundays, Labor Day, and Thanksgiving; (ii) other Official County Holidays for work proposed to be performed in specific locations, as determined by the Commissioner based on the accepted Progress Schedule; (iii) weather and temperature restrictions as specified in this Contract and (iv) other disruptions beyond the control of the Contractor, as defined in the bid documents and to the extent approved by the Commissioner upon written request from the Contractor (the “Critical Work Period”).

Completion of Critical Work after the expiration of the Critical Work Period shall result in Disincentive deductions, which shall be deducted, **until the Critical Work is completed**, from money due to the Contractor. If the Critical Work is completed early, the contractor shall be entitled to an incentive payment for a total maximum of twenty (20) days for the reduced Critical Work duration. The completion of Critical Work shall mean vehicular/pedestrian traffic is returned to normal traffic flow with only occasional lane closures during non-peak hours, with prior notification and approval, to complete the ‘punch list’ work items.

The Contractor is alerted to the fact that multiple crews may be needed to complete the Critical Work during the Critical Work Period. The actual number of crews may vary and may sometimes be limited due to other restrictions and/or requirements described elsewhere in these notes, Contract Plans or Bid Documents. Any of the work phases may be started first or several phases may be started concurrently upon prior notifications and approval of the Commissioner in accordance with the accepted Progress Schedule. To maximize the Contractor's ability to achieve the Incentive, the Contractor may submit, and the Commissioner will review, the Progress Schedule and proposed subcontractors after the Notice of Award is issued and prior to the issuance of the Notice to Proceed. Upon the expiration of the Critical Work Period continuing until the Critical Work is completed, a Disincentive deduction of \$5,000 (Five Thousand dollars) per day will be assessed to the contractor for each day the Critical Work extends beyond the Critical Work Period and retained from Contractual monies due to the Contractor. If the Critical Work is completed early, an incentive payment of Five Thousand dollars (\$5,000) per day up to a maximum of Twenty (20) days, for a maximum payment of One Hundred Thousand dollars (\$100,000) shall apply.

The Incentive payment is subject to a maximum amount to maintain a realistically achievable schedule. There shall be no limit to the Disincentive deduction that shall be assessed against the Contractor for failing to complete the Critical Work within the Critical Work Period.

The incentive payments under this clause and item shall be considered Lump Sum inclusive of all overhead, profit, labor including overtime payment (subject to approval by NYSDOL), equipment, supplies, material, scheduling, management and all incidental and/or associated costs based on the per day reduction to the Critical Work Period.

The amount set forth on bid sheets for the item #698.9394M is **Fixed** lump sum amount of One Hundred Thousand dollars (\$100,000) for the maximum allowable incentive payment for the Project.

**Nassau County Resurfacing of Various County  
Roads – Phase 66 Nassau County, New York**

**CONTRACT NO. H61587-66G  
GENERAL NOTES**

All work included in this contract shall be in accordance with the following Nassau County Standard Specifications and Drawings, if they apply, or modified and amended in the Contract Specifications and Drawings.

- a) County of Nassau, Department of Public Works, 2009 Standard Specifications for Civil Engineering and Site Development Construction, or latest edition.
  - b) County of Nassau, Department of Public Works, Traffic Engineering, Traffic Signal Specifications and Standard Drawings, November 1998 and Addenda, or latest edition.
  - c) County of Nassau, Department of Public Works, Latest Standard Specifications and Details for the Construction of Sanitary Sewers 2003 or latest edition.
  - d) New York State Department of Transportation Standard Specifications 2008 and Addenda or latest edition.
1. Scope of Work – It is proposed to resurface the project roadways as follows:
- a) **Oceanside Road**, Oceanside (Waukena Ave to Windsor Parkway)
  - b) **Broadway**, Hewlett/Lynbrook (West Broadway to Sunrise Highway)
  - c) **North Central Avenue**, N. Valley Stream (Hendrickson Ave to Southern State Parkway)
  - d) **Franklin Ave**, Garden City/ Hempstead (Old Country Road to Atlantic Ave)
2. **NOTE: Item 36CX in this contract is intended to be used as outlined in Item 133X.**
3. **NOTE: Any reference to Item 36C in the Construction Plans will be paid for under Item 36DRAR**
4. **NOTE: If ROW at any intersection is not shown in the Construction Plans to mill and repave, paving limits will be the flow line or determined by the Engineer in Charge. Also, the Engineer in charge will determine if a topographic survey must be performed to establish a proper flowline.**



5. **NOTE: Compliance with Law.**

**Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a “County Representative”), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

**Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County’s Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

6. **Work Hours**

Special Condition: Unless otherwise specified in other sections of this Contract, the Contractor may not close an active travel lane during peak travel times. Any requests to close the lanes between 6:30 AM and 9:00 AM and/or between 4:00 PM and 6:30 PM must have written approval 72 working hours in advance. If approval is obtained and excessive congestion results, the approval will be withdrawn by verbal notice from a County Representative and no claim for additional compensation will be considered valid.

If the contractor does not adhere to the specified time limit on each roadway, a \$ 5,000.00 per day penalty for each infraction shall be deducted from Item 102 - Work Zone Traffic Control. Nassau County DPW shall utilize the information contained on/in the Inspector Daily Work Reports to determine when an infraction has occurred.

Work is not permitted on all Nassau County holidays unless prior County Approval is obtained. This includes, but is not limited to Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, from 12:00 on the Wednesday before Thanksgiving Day through the following Sunday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and various Jewish Holidays including, but not limited to Rosh Hashanah, Sukkot, Shemini Atzeret, Simchat Torah, Yom Kippur, Chanukah.

During nighttime operations, the Contractor shall supply portable lights on his equipment and to light up the work area. There will be no additional payment for the increase in cost to supply lights and/or nighttime wage differential.

The Contractor, at his option and at no additional cost may install the pavement markings during night-time hours with prior approval by the Engineer. County pavement marking inspection staff will be provided 3 working days to inspect and approve the pavement marking layouts before the permanent installation occurs.

7. The contractor will be required to adjust traffic pullboxes and/or municipality-owned electric pull boxes under Item 420R, "Regrade Pull Box Frame & Cover". Manholes, 30" diameter and larger Nassau County Sanitary Sewer Manholes will be paid under Item 16X, "Adjusting Manholes".

No inserts are to be used. Castings must be physically raised, except Adjustable Frame type. Where drainage and sanitary manholes are of the adjustable frame type, a maximum of two (2) one-inch adjustment rings will be allowed to bring casting to finished grade.

All non-adjustable Nassau County drainage manhole frames and castings raised under Item 16X - Altering Brick Manholes, shall be replaced with new adjustable two-part manhole frames and castings including new cover. No adjustment rings shall be allowed in these castings. They should be raised to the proposed roadway grade. No payment will be made for manholes that are not set to proper grade. Payment for these new frames, covers, and castings shall be made under Item 34 - Miscellaneous Metals. If debris is found by the Contractor's carelessness in raising the drainage manholes, it must be cleaned out immediately. For the safety of public the Contractor shall ramp around all the manhole castings and valves with temporary asphalt after milling or raising the castings. If the Contractor fails to ramp the castings and valves, there shall be no payment for Item 102 for that day.

8. It is also intended to replace traffic loops that are destroyed by the Asphalt Removal and/or Pavement Removal under Items 422L "Furnish & Install Loop Wires" and 422LS "Furnish & Install Loop Saw Cut". The work to be done under these items shall be in accordance with the Nassau County Traffic Signal Specifications, Standard Drawing and Addenda notes and/or as ordered by the Engineer. The Contractor must coordinate all work with the New York State Department of Transportation's Traffic Section (where appropriate) and Nassau County's Engineering Unit's Signal Management Section at 516-572-0465, extension 20958.

Any existing traffic signal post, pole, mast arm shaft, or strain pole affected by the installation of handicap ramps or changes in grade must be height adjusted to bring the base plate to match new

grades, including removing the pole/post and adjusting the anchor nuts, and reinstallation of the pole and equipment. Existing raincap is to be removed and new one installed as per the Nassau County traffic signal foundation item specifications.

All signal head heights must be checked before any pole height is adjusted so that they continue to meet signal head height requirements. All traffic signal pushbuttons need to be adjusted in height to be ADA compliant, if affected by the ramp installation which includes changes in grade from existing and meet the Nassau County traffic signal specifications.

If any existing Nassau County owned streetlight poles are affected by the installation of handicap ramps or changes in grade the contractor must notify Nassau County Traffic Signal Management prior to the start of any work.

The Contractor must notify Sheila M. Dukacz of the Nassau County Traffic Signal Management Section before any work begin by calling 516-572-0465, ext. 20958 and by email [sdukacz@nassaucountyny.gov](mailto:sdukacz@nassaucountyny.gov) A Nassau County inspector must be present during this work.

10. The Contractor will be responsible, at all times, for the safety of the general public, and for the protection of persons who may for any reason enter within the limits of his work.
11. The Contractor shall employ flagmen when deemed necessary by the Engineer and shall erect proper warning signs and necessary barricades to protect the general public and to warn them of changes caused by the progression of his contract. The contractor is responsible for work zone safety as per OSHA requirements.
12. Prior to the start of work, the Contractor shall notify the local police, fire department, school district, utilities and all municipalities within the proximity of the work order limits or if they may be impacted by the work in anyway, as to the conditions prevailing on the construction site.
13. The Contractor must, at all times, provide a safe and uninterrupted two-way traffic over the roads under construction, unless a detour plan is provided and approved by the County.
14. Lighted Barricades, Flashing Warning Lights and Signs:
  - a) Must be serviced a minimum of twice each week.
  - b) Must be checked and maintained by the Contractor each day, including weekends and holidays.
  - c) Must be secured or weighted in such a manner as to prevent them from blowing over under windy conditions.
  - d) Must be in accordance with the latest Manual of Uniform Traffic Control Devices.
15. No direct payment shall be made for the above items of work, but the cost shall be included in the price bid for Item 102.
16. Conformance to the following notes with respect to the American with Disabilities Act Curb Ramps is required:
  - All curb ramps installed shall be in compliance with the ADA, PROWAG, and NCDPW standards.
  - Contractor shall verify the placement of all new ramp configurations prior to installation. Contractor must give 48 hours (2 business days) notification for NCDPW approval.
  - A NCDPW inspector must be present during the installation of any curb ramp.
  - It is recommended that a smart level tool (or equivalent) is used to check the slopes on all form work prior to the placement of concrete.

- NCDPW Civil Engineering Design Unit must be notified in writing of all work done to curb ramps to update the transition plan inventory.

**NOTE: The contractor will be required to maintain safe pathways for pedestrians during the entire time the contract is in effect, including all periods of work shutdown. This may involve mowing of grass, removal of snow and ice, and any other interruptions interfering with their safe travel through the construction zone. Failure of the contractor to insure safe pedestrian passage as determined by County staff, or from pedestrian complaints in the work zone will result in a fine of \$ 500.00 a day. This fine will be deducted from any funds owed the contractor.**

17. The Contractor must submit to the Engineer a schedule of work order locations at which he will be working and a tentative schedule of dates that he intends to be at said locations. All work will be done during a normal eight (8) hour day, Monday through Friday. If the Contractor chooses to work beyond the normal work hours, the Contractor will be responsible for reimbursing the County for the additional cost, including benefits costs of any County employees and/or County representatives working for the County that work these overtime hours.

**Note:** If work is done under a County declared emergency condition, this provision will not apply.

18. The Contractor will not be allowed to commence more than three (3) work orders at any one time. If the County issues a written declaration of an emergency a fourth work order may be started prior to one of the three in progress work orders being 100% complete. However, at no time will more than four Work Orders be in progress.
19. Payment for the work performed under each Work Order, shall be made upon the completion and acceptance by the County. However, final payment will not be made until all punch list work is completed to the satisfaction of the Engineer.
20. All weather and temperature requirements specified by the Manufacturers for materials used must be adhered to.
21. Where there are fire hydrants situated along a section of roadway where markers are to be installed, blue double faced markers shall be installed in line with the hydrant (as required).

## 22. **Pavement Restoration**

### a) **Stone Base Pavement**

#### (1) **Longitudinal Openings**

- (a) The pavement over the trench shall be cut back a minimum of 6" on both sides of the trench to insure an even edge.
- (b) If the remaining longitudinal strip is less than 3 feet on one side, the total width of the cutback, trench and side strip must be replaced.

#### (2) **Transverse Openings**

- (a) The Pavement over the trench shall be cut back a minimum of 6 inches on both sides of the trench to insure an even edge.
- (b) Asphalt plant mix, dense base or concrete, shall be used for the replacement of the stone base pavement removed.

### b) **Concrete Base and Finished Concrete Pavement**

- (1) Longitudinal Openings
  - (a) The entire panel width must be removed and replaced. Ends of panel to be saw cut if not at a transverse joint.
  - (b) In no case shall any portion of the existing panel that is less than 6 feet from a transverse joint be left in place.
  - (c) When concrete base panels with macadam overlays are to be removed, the Black Top shall be cut back a minimum of 6 inches onto the adjacent panels to provide a smooth vertical edge on the Black Top.
- (2) Transverse Openings
  - (a) Transverse openings shall be saw cut 90 degrees to the longitudinal joints.
  - (b) Pavement replacement to be a minimum of 2 feet on both sides of the trench, and a total minimum of 6 feet wide.
  - (c) In no case shall any portion of the existing panel that is less than 6 feet in length from a transverse joint be left in place.
  - (d) Where openings are skewed across the pavement the concrete replacement must be carried straight across each panel and not staggered. No portion of the existing panel that is less than 6 feet from a transverse joint should be left in place.
23. The contractor shall ensure that the “Longitudinal Joints” in the top course correspond with the edges of the proposed traffic lanes, or are located under the pavement markings. Longitudinal joints in the travel lanes wheel path shall be avoided. The crown of the roadway will *not be relocated for any reason*. Joint arrangements will require approval by the Engineer. The contractor must submit a detailed mat layout three (3) working days prior to any paving operations.
24. Item 36CX in this contract shall be used to fill all joints and cracks greater than one-inch (1”) in the existing pavement as outlined in Nassau County Standard Specifications Item 133X.
25. Truing and Leveling will only be used when shown on the plans or as directed by the Engineer. If this Item is in the plans or directed to be installed separately other than the top course installation payment will be made under Item 36DRAR.
26. All work performed under this contract shall be in compliance with **Appendix EE**, “Equal Employment Opportunities for Minorities and Women”. As part of the “Detailed MBE/WBE Utilization Plan” the contractor shall provide documentation that a good faith effort was made to meet the intended goals. Also, all work performed under this contract shall include an SDVOB goal of 6% or Good Faith Effort.
27. **Procedure to Ensure Worker Safety**

Work Zone safety was addressed in the contract documents. In addition, the County and contractor will discuss Work Zone safety issues at the pre-construction meeting. The contractor shall provide a safety plan (including subcontractors). The County Project Manager/Consultant R.E will ensure that the contractor has on site at all times at least one person skilled in safety and health procedures familiar with State and Federal safety and health regulations, whose responsibility it will be to monitor methods and procedures. NCDPW will review and approve prime contractor’s Health & Safety plan as per NYSDOT Specification 107-05.

It is the Contractor’s responsibility to only have on site for the particular contract those workers who successfully completed the OSHA 10-hour construction safety course, and to have each of the worker’s certificates of completion with the project records, available for review by NCDPW.

The Health & Safety Plan must be approved by NCDPW prior to the start of contract work.

The Prime contractor will keep NCDPW informed as to their safety meeting schedule. Include with the schedule (whether it is monthly or weekly etc.) any meeting minutes, as well as sign-in sheets

as part of the project file/records.

**28. Maintenance of Traffic**

- a) Maintenance and protection of traffic will be paid as described under Item 102. No work shall commence until all appropriate traffic devices have been placed and functioning.
- b) If in the judgment of the Engineer, traffic is not properly and adequately maintained, no payment will be made to the contractor for Item 102, Maintenance and protection of traffic. The price bid shall include the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the required to safely maintain traffic.

**29. Utilities**

- a) The Contractor is directed to notify all utilities well in advance of beginning work, to allow them to mark-out their facilities.
- b) The Contractor is directed to notify all privately-owned utilities well in advance of beginning work, to allow them time to adjust their manholes and other castings.
- c) The Contractor will see to it that utility valves and manholes are readily accessible at all times. The Contractor will not store materials over them and should it become necessary to cover the valves and manholes with soil, will devise a method for finding them quickly and assist the Utility Company to uncover them. Further, all utilities will be uncovered during non-working hours.
- d) Prior to the award of contract, the Contractor will be required to submit a list, certified by National Grid, of his key personnel who have taken the National Grid Safety Course along with a statement that sufficiently trained personnel will be available on the job site at all times.
- e) Mechanical excavation will not be permitted within two feet (2') on either side of any utility or house service so marked by the utility company. Hand digging will be required to expose the utility pipe. All provisions of 16 NYCRR Part 753 shall apply.
- f) Prior to backfilling, a National Grid representative will inspect all gas facilities and any damaged pipe will be repaired by the utility company. The Contractor's attention is called to existing PSE&G overhead lines. The Contractor is warned to keep all equipment and personnel a minimum of ten feet (10') from any conductor. The Contractor shall fully cooperate with PSE&G and comply with its requirements for safe operations.
- g) The Contractor's attention is called to the fact that there are utilities, both publicly and privately owned, that are within the contract area. The owners of privately-owned utilities may be relocating parts of their existing plants to conform to the new lines and grades of this project. The Contractor shall cooperate with the various agencies carrying out the work, which must be coordinated with the work of this contract.
- h) Existing structures, utilities and facilities, either shown or not shown on the plans, above or below the ground, may not have been located accurately. The Contractor shall determine the locations and elevations of pertinent structures, utilities and facilities, before new installations are started so that there will be no interference with the progression of the work. Any conflict between existing structures, utilities and facilities and the new items of work shall be ascertained by the Contractor prior to commencing any work under the respective items and called to the attention of the Engineer. It is the responsibility of the contractor to protect and maintain utilities or utility structures while working "in proximity". No additional payment will be made for this purpose.
- i) Grades and locations of new installations may be changed by the Engineer, if possible, to prevent conflict with existing installations. Therefore, the Contractor shall locate all existing installations accurately, both as to line and grade before new items of work are started.

- j) If the above procedure is not followed by the Contractor and new work has to be removed and replaced, or there is a delay, all the cost will be borne by the Contractor and the County will only pay for the amount of the items in place complete at the completion of the work.
  - k) The Contractor shall exercise extreme care in the performance of any operation, in the vicinity of the existing or relocated cable pipelines. No such operations shall take place without proper personnel of PSE&G on hand. All excavation in the immediate vicinity of these lines shall be done by hand, with such application as to ensure that the pipe shall not be punctured or the coating disrupted. In the event that any length of cable pipeline is exposed, it shall be supported and protected to the satisfaction of PSE&G inspection personnel. No blind sheeting shall be driven in the proximity of the existing electric cable pipes before first exposing these cable pipes by hand.
  - l) The Contractor should inspect the utility companies' plans to ascertain the location of the underground work and locations of crossings of sewer and drainage work. The Contractor shall coordinate his work with the work being done by the utility companies. It is anticipated that job meetings will be held at various times to aid in coordination of the work.
30. Protection of Facilities - The Contractor shall protect all new work done under this contract from possible injury for the duration of the Contract. He shall be responsible for the repair or replacement, to the satisfaction of the Engineer, of any material, structure, or property on or adjacent to the site and damaged by him or his employees through the construction and demolition operations up to the time of acceptance by the County.
31. Drainage Installations - The Contractor shall plan his work and progress, so that at all times either the new or the existing drainage facilities will function to carry off liquids so that no damage or inconvenience will result.
32. **Clean-Up**
- a) Prior to final acceptance of the work under this Contract, the Contractor shall clean the pipe, manholes and catch basins where construction was undertaken, of accumulated dirt, sand or other materials which have washed into them. No direct payment shall be made for the aforementioned work; but shall be included in the prices bid for the various items of the Contract.
  - b) The Contractor will be required to restore to original condition all areas, outside the work limits, that are disturbed by him during the life of this contract.
  - c) No separate payment will be made for any of this clean-up and restoration work, but the cost thereof shall be included in the unit prices bid for various items.
  - d) No separate payment will be made for any of this clean-up and restoration work, but the cost thereof shall be included in the unit prices bid for the various items.
33. **Subletting**
- The attention of all bidders is directed to the provisions of Article 20, Sublet or Assign, relative to the percentage of work that may be assigned or sublet, which provisions will be enforced by the County in the manner it deems advisable.
34. **Job Site Safety**
- Precaution shall be exercised by the Contractor at all times for the protection of all personnel. The safety provisions of applicable laws shall be observed, but job site safety is the sole responsibility of the Contractor and his subcontractors and cannot be assumed by the County or its agents.

**35. Rubbish and Debris**

The Contractor shall legally dispose of all unsuitable material, rubbish and debris at some separate location, not in the vicinity of the site.

**36. Concrete Breaking**

The Contractor is cautioned that the use of a ball operated from a crane or other equipment will not be permitted under any circumstances for the breaking up of any concrete or other demolition work. Any machine or method used must meet the approval of the Engineer.

**37. Sales Tax Exemptions**

Nassau County is exempt from the payment of New York State Sales Tax and Compensating Use Taxes under Section 1116 of Article 28 of the Tax Law of the State of New York and is exempt from the payment of Nassau County Sales and Uses taxes under Section 7, Ordinance 404-C-1968, enacted pursuant to Section 1210 of Article 29 of the Tax Law of the State of New York. However, it is not to be construed by bidders as relieving them from any obligation to pay sales tax on applicable items pursuant to the terms of the present sales tax laws.

**38. Cold Patch**

Payment for cold patch material used in this contract is included in the cost of the Item 102, no additional payment shall be paid for this material.

**39. Requirements of Other Municipal Departments**

The Contractor shall give all necessary notices, obtain all permits and pay all fees in connection with the work under this contract. He shall comply with all laws, ordinances, rules and regulations of Nassau County and Municipal Departments having jurisdiction over work of this character. These shall take precedence over any requirements of these Specifications where and if a conflict occurs. This, however shall not be interpreted as permitting the use of materials and equipment inferior to those specified.

40. The Contractor shall notify the Nassau County Dept. of Public Works at (516) 571-9600 prior to the removal and relocation of bus shelters and/or benches. Shelters shall be taken out of service for the shortest amount of time possible. The Contractor is directed to relocate bus shelters and/or benches in kind, the cost of this removal and reinstallation shall be included in the cost of Item 1. The seven-inch (7") thick concrete slab for shelters, is to be paid for under Items 28 and 30. The planning Commission reserves the right to have its vendor relocate their advertising bus shelters and/or benches.

**41. Private Facilities in Public Rights-of-Way (ROW)**

- a) The Contractor shall be aware that sprinkler heads, private lamp and sign posts, signs, electric signs, electric lines, water service, oil inlets, oil lines, horticultural planting, landscaping, etc. were owned privately, but exist in the public ROW. The Contractor may be required to remove these appurtenances as ordered by the Engineer.
- b) Payment for this work will be included in the price bid for various items in the Contract.

**42. Special OSHA Notes**

- a) Safety Provisions in the Specifications are primarily to protect County Property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act of 1970 (OSHA) requires that "Each Employer" (1) shall furnish to each of his employee's employment and a place of employment which are free from recognized hazards that are causing or likely to cause



death or serious physical harm to his employees; (2) shall comply with the occupational safety and health standards promulgated under this Act.”

The regulations in the act may be more stringent than are required by the Plans and/or Specifications. The Contractor however must conform to the OSHA Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

- b) Sheeting shall conform strictly to the Requirements of the OSHA Regulations for Construction Subpart P, Excavation, Trenching and Shoring:

1926.650	General protection requirements;
1926.651	Specific excavation requirements;
1926.652	Specific trenching requirements;
1926.653	Definitions applicable to this subpart.

43. The Contractor shall notify the Nassau County Police Department, local Fire Department and Metropolitan Suburban Bus Authority in writing as to the conditions prevailing on the construction site and detours in use. Duplicate copies of such notices shall be filed with the Engineer.
44. The Contractor shall obtain the necessary permit from the water district to allow rollers to be filled with water from fire hydrants. Intakes shall be fitted with either an “Airgap” or “Double Check Valve Assembly” to prevent water from the roller from entering the public water system.
45. The Contractor shall be required to hand out notices to the local homeowners and businesses affected by the asphalt milling and asphalt paving operations, twenty-four (24) hours prior to starting work. A sample letter is attached at the end of these General notes.

The Contractor must set up portable variable message sign boards three days prior to the start of asphalt milling and asphalt paving operations giving the dates when work is going to start and work hours, at the limits of the job site. Payment will be made under Item Number 102PVMS, “Portable Variable Message Sign.”

The Contractor shall notify the local police department, fire department/district, school district, utilities and all municipalities within the proximity of the work limits or if they may be impacted by the work in any way, prior to the start of the work, as to the conditions prevailing on the construction site.

46. All areas of pavement excavated under Items 111 and 138 shall be completely filled in at the end of the work day. All lanes of traffic shall be opened at the end of each work day.
47. The Contractor shall replace wire sensors where encountered under various traffic items (Item 422L, 422LS & 422SHE).

The Contractor shall be required to place all the traffic signals to "re-call" position immediately before milling or paving within the project limits, if the operation is going to affect the traffic signals.

48. **Schedule:** The Contractor shall provide a detailed written schedule of operations for when work will be started and completed for each Work Order to be resurfaced within the Contract one week after the Notice to Proceed is issued. Typical information to be provided includes, but is not limited to:
- a) Removal and replacement of deteriorated pavement and joint;
  - b) Asphalt removal;
  - c) Asphalt placement;
  - d) Miscellaneous items, cleaning catch basins, remove and replace guiderail;

- e) Traffic pavement markings;
- f) Punch list

No claims will be processed until the County has this updated information on a bi-weekly basis until the project has been completed.

49. Test Cylinders - The Contractor will provide a place for concrete test cylinders close enough to the work so that the cylinders share the same curing conditions. The Contractor will protect these cylinders for the three days they will be left on the job site.
50. **Construction in the City of New York Rights of Way**
  - a) Permits - Shall be obtained by the Contractor from the City of New York for all work within City rights-of-way. He shall pay for all costs of obtaining such permits including costs of City inspection.
  - b) General - Acceptance of all work within City rights of way shall be subject to the inspection and approval of the Transportation Administration Administrator, Office of Construction Coordination, 40 Worth Street, New York, N.Y. 10013.
  - c) Payment - No separate or additional payment will be made for conforming to the various requirements of the City of New York Transportation Administration but the cost thereof will be deemed included in the appropriate Contract Items without regard to differences in materials, thickness and types of pavements and methods of construction, temporary construction or maintenance of traffic.
51. The contractor when submitting shop drawings for approval must specify the work order number and location that said shop drawings will be used.
52. Erosion and Sediment Control: The contractor shall assume responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. In essence all necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates. Associated costs for erosion and sediment control, inspection and maintenance of the same as mentioned above, including any permits required, shall be included in the unit prices for individual items.
53. When ordered, all concrete supplied for Items 26, 27 and 28 will include an admixture such as will assure compressive strength cores of 2500 PSI in 48 hours. The admixture will be added to the concrete at a rate recommended by the supplier. The cost of the admixture will be included under Items 26, 27 & 28.
54. The contractor shall have a full time Supervisor, fluent in English on the project at all times.
55. No permanent asphalt top course will be allowed to be placed after December 1<sup>st</sup> (unless approved by the Commissioner and as long as other conditions are met per specification).
56. All layout of traffic pavement markings must be completed immediately after paving and prior to opening the newly paved surface to traffic. The cost of all layout of traffic pavement markings shall be included in the various items of the Contract.

57. The contractor must contact the Resident Engineer or Harold Lutz of the Nassau County Traffic Engineering by calling (516) 571-9453, within 48 to 72 hours prior to final pavement marking placement. On all roadways resurfaced under this contract, epoxy reflectorized pavement markings shall be placed within 3 business days of final paving. A \$1,000.00 per day penalty will be deducted from the various asphalt items after 3 business days until the epoxy is placed.
58. The contractor must notify the Resident Engineer and Jeff Lindgren of the Nassau County Traffic Management Section prior to any lane closures by calling (516) 571-6998, by email [jlindgren@nassaucountyny.gov](mailto:jlindgren@nassaucountyny.gov), or [TrafficHelp@nassaucountyny.gov](mailto:TrafficHelp@nassaucountyny.gov); two (2) of the three (3) forms of contact must be used to ensure contact has been made.

The contractor must submit any lane closure to Nassau County Traffic Management website:  
<https://apps.nassaucountyny.gov/trafficmanagement/closureform.php>

59. Any existing traffic signal post, pole, mast arm shaft, or strain pole affected by the installation of handicap ramps or change in grade must be height adjusted to bring the base plate to match new grades, including removing the pole/post and adjusting the anchor nuts, and reinstallation of the pole and equipment. Existing raincap is to be removed and new one installed as per Nassau County traffic signal foundation item specifications. All signal head heights must be checked before any pole height is adjusted so that they continue to meet signal head height requirements.

All traffic signal pushbuttons need to be adjusted in height to be ADA compliant, if affected by the ramp installation which includes changes in grade from existing and meet the Nassau County traffic signal specifications.

All traffic signals shall be placed on recall mode prior to any milling or asphalt paving.

The contractor must notify the Resident Engineer and Sheila M. Dukacz of the Nassau County Traffic Signal Management Section by calling (516) 572-0465, ext. 20958 or by email [sdukacz@nassaucountyny.gov](mailto:sdukacz@nassaucountyny.gov) prior to any work involving alteration of traffic signal equipment or infrastructure including placing traffic signals within the work area on recall if required and return them to the existing operation once all work is completed. A Nassau County Traffic inspector must be present upon the completion of this work.

60. The contractor must notify the Resident Engineer or Nassau County Project Manager and coordinate with Nassau County Traffic Signal Management Section all required traffic loop installations.
61. The contractor is to notify all privately owned utilities at least 5 business days before starting work to permit the utility time to adjust their facilities.
62. The contractor will also be required to adjust all municipality owned drains, sewers, and/or water - manholes, surface inlets, and/or meter pits, under Item 16X-Adjusting Manholes, and Water Valves under Item 114 - Adjustment of Water Valve Box Elevations.

The contractor must notify all water districts and/or municipality owned water companies of any water valves that cannot be opened so that they can be adjusted, prior to resurfacing the roadways. Any complaints that the County receives for manholes and/or water valves not raised will be referred to the contractor to rectify at no cost to the County of Nassau.

If any water valve and/or gas valve box tops are milled off, complete replacement of the valve box top section will be required at no cost to the County of Nassau.

63. Under Item 116A a depth of 1" – 2" is required. Any depth greater than 2" and/or as ordered by the Engineer shall be prorated for payment. On a completely milled roadway, temporary 4" wide traffic lines shall be painted directly after the milling has been completed. The cost shall be included

in Item 102.

64. Survey Stakeout - Survey work shall be paid for under Survey Stakeout (Item 136S) only when done with prior written approval of the project manager. When the work is completed in less than an 8 hour shift the payment will be prorated for the actual time required. Survey work done to determine the contractors' payment will not be paid for under this item.

**65. Sanitary Sewer Notes**

- a. The Contractor shall notify the Water/Wastewater Engineering a minimum of two (2) working days prior to work involving any sanitary sewer facilities. Notification is to be made by calling (516) 571-6841
- b. All work shall be in accordance with NCDPW Standard Specifications and Details for the Construction of Sanitary Sewers, latest edition 2003. All work must be performed in the presence of a Nassau County inspector.
- c. All sanitary sewer house connections and laterals shall be located prior to any excavation by Contractor.
- d. The Horizontal/Vertical separation of sewer and drainage pipe or water main/services shall meet or exceed the requirements outlined in the RECOMMENDED STANDARDS FOR SEWAGE WORKS (Ten States Standards), latest edition.
- e. Where sanitary or house connection sewers cross over a drainage trench area, the sewer shall be replaced with Ductile Iron extending a minimum of five feet (5') each side of crossing to undisturbed soil. The same replacement shall apply for sewers under a drainage trench area within twelve-inch (12") clearance, bottom of drain to top of sewer.
- f. All pipes, manholes and appurtenances shall have the County approval stamp thereon or written certification acceptable to the County, before the material can be installed.
- g. Where it is necessary to raise sanitary sewer manhole castings to grade for repaving, fixed frame castings must be raised either by adjusting the height of the brick masonry or using an approved insert (metal inserts are not permitted). Adjustable frame type manholes may be raised by adding up to a maximum of two, one-inch (1") adjustment rings to achieve final grade.
- h. All non-adjustable sewer manhole castings will be replaced with new adjustable manhole castings under Item 34-Miscellaneous Metals and installed under Item 16X. The cost of painting them with two coats of asphaltum paint shall be included in the various items of the contract.

Proper adjustment of sanitary sewer manholes to finished grade will be required on all Nassau County owned facilities. The contractor shall notify Water/Wastewater Engineering of Nassau County, two (2) working days prior to work involving our sanitary sewer facilities. Notification is to be made by calling (516) 571-7502 or (516) 571-7505.

No inserts are to be used. Manholes must be physically raised, except Adjustable Frame type (see below).

Where sanitary sewer manholes are of the adjustable frame type, a maximum of two (2) one-inch

adjustment rings will be allowed to bring casting to finished grade.  
No payment will be made for manholes that are not set to proper grade.

Prior to final acceptance of the project, the contractor has to make a final inspection with the County representative of all sanitary sewer manholes to make sure there is no debris inside the manholes that would cause a blockage. If any debris is found, it must be cleaned out immediately. Also, if a blockage is caused by the contractor's carelessness in raising the manhole, he will be responsible for any cost incurred for cleaning the blockage and any legal suits that are brought against the County of Nassau for damage caused by this blockage.

- i. The contractor shall comply with all OSHA requirements for entry into a confined space whenever it is necessary for a contractor's employee to enter a Nassau County sanitary sewer manhole. The minimum requirements the contractor must comply with are:
  - a. Contractor issued ENTRY PERMIT.
  - b. Confined space entry monitor to test for toxic, explosive and oxygen deficient atmosphere.
  - c. Confined space rescue and retrieval equipment.

The contractor will not be permitted to work in a Nassau County sanitary sewer manhole unless he complies with *all* applicable OSHA requirements.

66. At all times during the life of this contract, the Contractor shall maintain safe vehicular traffic and access to adjacent private properties located throughout the entire length of the contract.
67. All concrete required for this Contract shall be air entrained. Except as otherwise specified, all cement used on this project shall be Type 2A (air entraining) or Type 2 with an approved air entraining agent added to the mix to produce air entranced concrete. Air entraining admixtures shall conform to the requirements of Volume One, Part Two, Section B, material M21, Admixtures of the 2009 Nassau County Standard Specifications.
68. The Contractor will provide a place for concrete test cylinders in proximity to the work so that the cylinders share the same curing conditions as the newly placed concrete. The Contractor will protect these cylinders for the three days they will be left on the job site.
69. Nassau County Drainage Manholes

All Nassau County drainage manhole frames and castings raised under Item 16X, shall be replaced with new adjustable two part manhole frame and casting including new cover. No adjustment rings will be allowed in these castings. They must be raised to the proposed roadway grade. Payment for these new frames, covers, and castings shall be made under Item 34 - Miscellaneous Metals. No payment will be made for manholes that are not set to proper grade. If any debris is found by the contractor's carelessness in raising the drainage manholes it must be cleaned out immediately.
70. The contractor will be required to remove all existing plowable markers prior to the paving operation. Payment for the removal of existing plowable markers will be included in the cost of the various bid items. The voids left from the removal of the plowable markers will immediately be filled with Asphalt Cement, Type 1A, which will be paid for under Item 36DRAR. Plowable markers will be replaced as ordered by the Engineer.

Where there are fire hydrants situated along a section of roadway where markers are to be installed,

blue double faced markers shall be installed in line with the hydrant (as required).

71. The contractor will be required to remove the following traffic markings just prior to the paving operations: *crosswalks, arrows, and stop lines*. Payment for removing these traffic markings will be included in the cost under Item 36DRAR. Non paving areas (side streets) traffic pavement markings shall be removed under Item 137.
72. When the final yield factor is not within the tolerances specified of the County worksheets for Item 36DRAR, plus the leveling used in Item 36DRAR, maximum payment of asphalt in those items shall be shown below:

*Percent over Engineer's Estimate: Maximum Payment*

5 to 10 Percent	95 percent of the total asphalt material delivered to the project
11 to 20 Percent	90 percent of the total asphalt material delivered to the project
21 to 25 Percent and Over	85 percent of the total asphalt material delivered to the project

73. GA-GC -Asphalt Quality Control at Asphalt Plants – if ten (10) Nassau County DPW Lab samples fail due to low AC content and/or 15 gradation samples fail, the approved job mix formula, one (1) percent for each infraction of asphalt concrete produced from that plant will be deducted from the total for Item 36DRAR - Rut Avoidance Asphalt Type 1A.
74. The Contractor is responsible to coordinate efforts with NC Permit Dept. and Utilities to resolve pending 239F applications within construction site. Any restoration performed must conform to NCDPW Standard Specifications. NCDPW Permits Department contact information: (516) 571-6840 / 6841.
75. The Contractor is required to coordinate his work with Public Agencies and Private Utility companies to avoid conflicts and to arrange for castings and appurtenances which are to be adjusted by others in advance of performing any final pavement overlay work. The contractor is required to obtain approval for limits of proposed pavement milling and overlay work, sidewalk ramp type and layout of proposed pavement markings from a County representative prior to performing any proposed work.
76. **Supplies**
  - a) As per Item 1M - Mobilization: All the provisions of the Item 1M shall apply with the following modifications: Contractor shall provide one (1) cell phone under this item, so that County's Engineer may maintain contact with inspection forces. It must be a smart phone (type to be approved by the Engineer) with a minimum 256 GB storage capacity along with a mobile charger and a hard-protective cover. No work may begin until the phone is provided, and service is activated. The smart phone service shall be maintained for the duration of the contract. The phone shall be replaced at no additional cost to the County if damaged or lost, otherwise cease the operation.
  - b) The contractor shall supply the following equipment at the start of the project, those items shall be shown below:

## MINIMUM SPECIFICATION

Measuring Wheel:	Provide one (1) new measuring wheel (Wheel Master DigiRoller Plus 3 Model 6575 or approved equal) at the start of the project
Calculator:	Provide one (1) Construction Master - ProDesktop Model 44080 or approved equal
Mark Out Paint:	Provide four (4) cases of Seymour Stripe Inverted Tip Marker white paint or approved equal
Boots:	Provide four (4) pairs of Timberland Pro – Helix Soft Toe work boots or approved equal

At the completion of the Contract, all above referenced equipment, with exception to the cell phone, shall become the property of Nassau County. The cost of this equipment shall be included in the cost of Item 1M-Mobilization.

### **Addenda Notes and Modification to the Nassau County Specifications**

NOTE: Where a standard Nassau County item has been modified for use under this agreement for payment purposes all the provisions of the standard item will apply unless indicated otherwise herein.



### **LIST OF SPECIAL SPECIFICATIONS**

<b>ITEM NO.</b>	<b>ITEM NAME</b>	<b>UNIT</b>
16X	Altering Brick Manholes	EA
133X	Clean and Fill Joints & Cracks	LS
136S	Survey Stakeout (PER DAY)	DAY
422L	Furnish and Install Loop Wire	LF
422LS	Furnish and Install Loop Saw Cut	LF
500	Brick Faced Imprinting on Concrete Pavement	SY
502	Integral Color Pigment for Concrete Pavement	LBS
504	Resetting Brick, Block, or Flagstone Pavement	SF
685.072	White Epoxy ReflectORIZED Pavement Letters/Characters - 20 mils (wet night visibility sphere)	EA
685.072	Epoxy ReflectORIZED Pavement (Symbols) - 20 mils (wet night visibility sphere)	EA

### **ITEM 16X – ALTERING BRICK MANHOLES**

All the provisions of Item 16A and 16B of the Nassau County Department of Public Works (NCDPW) 2009 Standard Specifications and as amended shall apply with the following modifications:

#### **1. Description**

- a.** A 7'×7' square area shall be saw cut full depth in the existing pavement around each manhole casting that is to be adjusted, thus allowing approximately two-feet (2') of space for the use of a plate tamper on the new base asphalt. In the event a transverse or longitudinal joint in the concrete pavement is encountered, a minimum of six-feet (6') of pavement must remain, otherwise the Item 111 limit will be the joint. The cost of this restoration work will be included in the Item bid for Item 111.
- b.** All loose brick and mortar under the casting must be removed and replaced before any new material is used.
- c.** Final adjustment will be made with use of metal shims and quick set mortar.
- d.** Surface inlets that cannot be adjusted with inserts will be done as indicated above.

### **ITEM 133X – CLEAN AND FILL JOINTS AND CRACKS**

All the provisions of Item 133, “Clean and Fill Joints and Cracks” of the NCDPW2009 Standard Specifications and as amended shall apply with the following modifications:

#### **1. Description**

Under this Item the Contractor shall clean, seal and fill all joints and cracks ¼” to 1” wide in the existing pavement prior to resurfacing as shown on the Plans and/or as directed by the Engineer.

#### **2. Materials**

- a. The materials shall conform to the requirements listed below and shall be mixed to a mortar consistency, Mortar Sand – M3A. CATONIC ASPHALT EMULSION Tests on Emulsion.

	Min.	Max.
Viscosity, Saybolt Furol, 77F (25C), Sec	20	100
Viscosity, Saybolt Furol, 122F (50C), Sec	-	-
Storage Stability Test, 1 Day (Difference in percent Residue)	-	1
Stone Coating Test	-	-
Particle Charge Test	Positive Note 1	
Sieve Test, percent	-	0.10
Cement Mixing Test (percent)	-	2.0
Residue by Distillation, percent	57	-
Oil Distillate, Volume Total Emulsion, percent	-	-

- b. Tests on Residue from Distillation Test

	Min.	Max.
Penetration, 77F (25C), 100g, 5 sec	40	90

- c. Tests on Asphalt Base for Emulsion

	Min.	Max.
Penetration, 77F (25C), 100g, 5 sec	60	100
Solubility in trichloroethylene, percent	99.0	-
Dutility, 77F (25C) 5 cm/min, cm	50	-
Flash Point, degrees F	435	-
Flash Point, degrees C	225	-

- d. Suggested Temperature Range

	Min.	Max.
Mixing, degrees F	75	150
Mixing, degrees C	24	66

Spraying, degrees F	75	150
Spraying, degrees C	24	66

- e. Note: If the Particle Charge Test result is inconclusive, material having a maximum pH value of 6.7 will be acceptable.

### 3. Construction Details

All unsealed and inadequately sealed joints and cracks, as determined by the Engineer, shall be subjected to a compressed air stream of at least 80 psig measured at the source. Joints and cracks in the pavement as designed by the Engineer, shall be cleaned of all dirt and loose material holding the cleaning jet 1-inch (1") above the pavement surface. Old joint and crack sealer remaining after such cleaning operation need not be removed. The cracks shall be kept clean until the sealing, filling and paving operations are completed.

Joints and cracks in the existing pavement from one-quarter-inch (1/4") to one-inch (1") wide shall be sealed with a bituminous material meeting the above requirements. This work shall be completed at least 24 hours but not more than two weeks in advance of the paving operations.

### 4. Method of Measurement

Payment for cleaning and filling joints and cracks will be made on a lump sum basis.

### 5. Basis of Payment

The amount bid for this Item shall include the cost of furnishing all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the required work. **Asphalt used to fill cracks and/or joints greater than one-inch (1") shall be paid under Item 36CX, "Asphalt Concrete Type 1A Truing and Leveling."**

## **ITEM 136S - SURVEY STAKEOUT (PER DAY)**

### **A. Description.**

1. Under this Item the Contractor shall do all necessary surveying required to construct all elements of the Project as shown on the Plans and Specifications and as ordered by the Engineer. This shall include, but shall not be limited to, stakeout, layout and elevations for the highway, structures and forms as shown and required, consistent with the current practices of the County and shall be performed by competently qualified personnel acceptable to the Commissioner of Public Works.

### **B. Materials.**

1. All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily, shall be provided by the Contractor. All stakes used shall be of a type approved by the Engineer. It shall be the Contractor's responsibility to maintain these stakes in their proper position and location at all times.

### **C. Construction Details.**

1. The Contractor shall trim trees, brush and other interfering objects, not inconsistent with the Plans, from survey lines in advance of all survey work to permit accurate and unimpeded work by the Contractor's stakeout survey crews and the County's cross-section survey crews.
2. The exact position of all work shall be established from control points, baseline transit points or other points of similar nature which are shown on the Plans and/or modified by the Engineer. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the Engineer for interpretation or furnishing when such is observed or required.
3. The Contractor shall place two offset stakes or references at each centerline or theoretical grade line control point (PC, PT, and/or Angle Point), henceforth called centerline, and at such intermediate locations as the Engineer may direct. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the correct centerline station and offset distance so as to permit the establishment of the exact centerline location during construction. If markings become faded or blurred for any reason, the markings shall be restored by the Contractor and at the request of the Engineer.
4. The Contractor shall locate and place all cut, fill, slope, fine grade or other stakes and points, as the Engineer may direct for the proper progress of the work. All control points shall be properly guarded and flagged for easy identification.
5. Drainage structures shall be staked out by the Contractor at the locations and elevations shown on the Plans or specified by the Engineer. All required Rights-of-Way and easement limits shall be established, staked and referenced by the Contractor concurrent with the construction stakeout survey. Rights-of-Way and easement limits shall be staked by or under the direction of a Licensed Land Surveyor or exempt Professional Engineer approved by the Commissioner of Public Works. The Contractor shall supply proof to the Engineer that such work is being performed by or supervised by a Licensed Land Surveyor or exempt Professional Engineer.

6. The Contractor shall be responsible for the accuracy of the work of this Item and shall maintain all reference points, stakes, etc. throughout the life of the contract. Damaged or destroyed points, bench marks or stakes, or any reference points made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor. Any of the above points that may be destroyed or damaged shall be transferred by the Contractor before such damage or destruction occurs. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the Engineer immediately. All stakeout survey work shall be referenced to the centerline shown on the Plans.
7. All computations necessary to establish the exact position of the work from control points, shall be made and preserved by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly made. Such computations, survey notes and other records shall be made available to the Engineer upon request and shall become the property of the County and delivered to the Engineer not later than the date of acceptance of the contract.
8. The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor. Any necessary correction to the work shall be made immediately by the Contractor at no cost to the County. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
9. The Contractor will not be permitted to take preconstruction and/or final cross-sections to be used for payment purposes.
10. During the progress of the construction work, the Contractor will be required to furnish all of the surveying and stakeout incidental to the proper location by line and grade for each phase of the work. For paving and any other operation requiring extreme accuracy, the Contractor will re-stake with pins or other acceptable hubs located directly adjacent to the work at a spacing directed by the Engineer. Fills required to pave intermediate courses of asphalt shall be painted on the existing pavement, all dimensions referring to finished grade.
11. Any existing stakes, iron pins, survey monuments or other markers defining current or existing property lines that may be disturbed during construction shall be properly tied into fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work.
12. Upon the completion of construction, after all possibility of disturbance is past, the Contractor shall reestablish, layout and retie the centerline control points with a minimum of four ties per control point, as permanently as possible with drill holes and wings in concrete curbs and sidewalks and PK nails in asphalt pavement to the satisfaction of the Engineer. The contractor shall supply a drawing of each of the above noted control points, including, but not limited to: Station, type of point (PK nail, drill hole excreta), coordinates in the same system used by the County on the project plans, and 4 ties, with the distance measured and recorded to 0.01, to the described tie points. Survey notes signed and stamped by a New York State Licensed Land Surveyor showing the station and description of the control points, and the location and description of the ties shall be furnished to the Engineer, in a drawing size to be agreed to before final submittal.

**D. Method of Measurement and Basis of Payment.**

1. The price bid for this item will be made on a daily (8hrs/day) basis and shall include the cost of furnishing all labor, equipment, instruments, materials and other incidentals necessary to satisfactorily complete the required project including, but not limited to, surveying, stakeout and retie of the control points. Daily unit price rate shall be prorated for less than 8 hrs of survey work in a day, as determined by the Engineer.

**NASSAU COUNTY  
TRAFFIC SIGNAL SPECIFICATION  
FOR  
LOOP VEHICLE DETECTORS**

**Item 422L      Furnish and Install Loop Wire**  
**Item 422LS     Furnish and Install Loop Saw Cut**

1.     Scope

1.1     The purpose of this specification is to establish the minimum requirements to furnish and install wire loops in saw cuts for the purpose of inductance loop vehicle detection.

2.     Saw Cut

2.1     The Contractor shall slot the roadway, at the locations shown on the plans or as ordered by the Engineer, using a diamond or abrasive power saw, with a blade approximately 3/8 inches in width. Slots shall be cut to the following minimum depths:

	<u>Concrete Roadway</u>	<u>Asphalt Roadway</u>
1, 2 or 3 wires in slot	1 1/2 inches	2 inches
4 or 5 wires in slot	2 inches	2 1/2 inches

2.2     In asphalt pavement, the saw cut shall be made thru the top course into the base course.

3.     Wire

3.1     The wire shall conform to the following: IMSA Specification 51-5 Polyvinyl chloride insulated, Nylon jacketed, loosely encased in a polyvinyl chloride or a polyethylene tube, #14 AWG Stranded.

3.2     This wire shall be used to form a roadway vehicle loop and lead-in wires to the amplifier, nearest terminal point, pullbox, or to location designated by the Engineer

3.3     All roadway loops, including lead-in wires to the nearest terminus point shall be one continuous length of wire with no splices. A terminus point shall be considered as a pullbox where the lead-in wire is spliced to #14 AWG stranded Traffic Signal Cable, or the terminals of the detector amplifier. Lead-in wire shall have a minimum twist of one (1) turn per foot.

3.4     All splices at the terminus point shall be made in accordance with the specifications for installing cable.

3.5     Each roadway vehicle loop shall have a separate pair of wires for the lead-in to the controller cabinet unless otherwise specified or as ordered by the Engineer.



3.6 The wire shall be installed all the way down into the saw cut slot. A piece of wood or a stick, similar to a wooden paint stirrer, shall be used to seat the loop wire at the bottom of the slot or channel. In no case shall a screw driver or similar sharp tool be used for this purpose.

3.7 The wire shall be laid in the slot so that there are no kinks or curls, and no straining or stretching of the insulation around the corners of the slot, or into the pullbox.

3.8 Prior to installation, the loop wire shall be inspected for any cuts, breaks or nicks in the insulation. In the course of installation, if any cuts, breaks, or nicks are made in the insulation, the Contractor shall install another length of wire, at no additional expense to the County. Any wire with cuts, breaks or nicks in the insulation shall not be sealed in the roadway.

3.9 After placing the wire in the slot, it shall be rechecked for slack, raised portions, and tightness. If any of the foregoing conditions are found, they shall be corrected before the compound is applied. The wire shall be installed so that it is pressed to the bottom of the slot and against one another.

#### 4. Installation

4.1 The material to be used to seal the saw cuts shall be an insulating compound. The compound shall be approved by the Engineer

4.2 All saw cuts with the wire installed shall be inspected and approved by the Engineer prior to the installation of the insulating compound.

4.3 The Contractor shall strictly adhere to the insulating compound manufacturer's directions, specifications, application bulletins, and instructions, relative to mixing, application, and pouring in addition to this specification.

4.4 The compound shall not be poured into saw cuts when precipitation of any kind prevails at the site unless otherwise ordered by the Engineer.

4.5 The Contractor shall be sure that the saw cut is completely filled with compound and that there are no bubbles in the compound below the surface.

4.6 The compound shall be installed in the saw cut and not on the roadway alongside the cut. Any compound that is on the roadway, and not in the saw cut, shall be removed by the contractor.

4.7 The compound shall not be overpoured so that there is any bulge or bump, higher than the surrounding surface of concrete or asphalt. When the compound hardens, there shall be neither a bulge or a depression, but rather a smooth surface, level with the immediate surrounding roadway surface.

4.8 The viscosity of the compound used shall be such that it can be readily poured into the slot. Any compound that is lumpy or stiff before being poured, or that becomes lumpy or stiff while being poured into slot shall not be poured or forced into a saw cut slot.

4.9 The compound shall be regulated by the Contractor, in accordance with temperatures of the air and pavement so that the compound will cure in not more than two hours. In all cases, the Contractor is advised to make sure that the compound has sufficiently hardened before allowing traffic to move over the area.

4.10 All saw cut slots filled with cured compound shall be water and moisture proof, and the wires confined within said slot shall not be subject to movement by traffic vibrations. Cured compound, in the saw cut slot, shall be securely bonded to the pavement. The compound shall have sufficient strength and resiliency to withstand stresses set up by normal vibration and differences in expansion and contraction due to temperature changes.

## 5. Testing

5.1 The following tests shall be conducted by the contractor on the completed loop, in the presence of the Engineer, prior to final acceptance.

5.1.1 Measure and record the loop resistance to ground. The ohmic value shall be one (1) megohm or greater.

5.1.2 Measure and record the total loop resistance between the two lead-in wires. The ohmic value shall be 1/4 ohms to 4-1/2 ohms.

5.1.3 A failure of either one or both of the above tests shall be sufficient cause for rejection of the loop installation and the installation of a new loop at the Contractor's expense.

## 6. Method of Measurement

### 6.1 Loop Wire

The quantity to be paid shall be the number of linear feet of loop wire furnished and installed in accordance with the plans, Intersection Item Sheet, or as ordered by the Engineer.

### 6.2 Loop Sawcut

The quantity to be paid for under this item shall be the number of linear feet of saw cut (loop) installed in accordance with the plans, Intersection Item Sheet, or as ordered by the Engineer.

## 7. Basis of Payment

7.1 Loop Wire - The unit price shall include the cost of wire, all connections, splices to traffic signal cables, and all labor, materials, and incidentals necessary to complete the work.

7.2 Loop Sawcut -The unit price shall include the cost of making the saw cut, insulating compound, compressed air, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

7.3 Item numbers are as follows:

<u>Item</u>	<u>Description</u>
422L	Furnish and Install Loop Wire
422LS	Furnish and Install Loop Saw Cut

## **ITEM 500 - BRICK FACE IMPRINTING ON CONCRETE PAVEMENT**

### **Description:**

Under this item the contractor shall modify the surface of previously placed concrete pavement to create the appearance of brick with mortared joints on that surface.

### **Construction Details:**

Concrete pavement shall be placed at locations and dimensions shown on the plans, in accordance with Items No. 24, 30, 32 and 7 as described in the Standard Specifications. At the appropriate time in the concrete curing process (as detailed in the specific treatment directions) the concrete surface shall be imprinted, stamped, or rolled such that the desired brick face effect is obtained. The finished surface shall have the texture of rough brick, having nominal dimensions of 2 (two) inches by 8 (eight) inches, with 1/4 (one-quarter) inch mortar joints, recessed 1/4 (one-quarter) inch deep. The contractor shall submit the recommended method of operation, containing dimensions of forms and/or rollers, timing of installation, and any other pertinent information to the engineer for approval. Immediately after the surface finishing has been completed, the Impervious Membrane Method of curing shall be implemented, as detailed in the New York State Department of Transportation Standard Specifications, dated January 2, 1995, Section 502-3.10A, and 711-05-2.

Suppliers and/or Installers - Possible technology to complete this work is available from, but not limited to:

- Bomanite Corporation, P.O. Box 599, Madera, California 93639
- Quick Imprint Systems, P.O. Box 7, Goodman, Mo., 64850
- Stampcrete International Ltd., Centereach, N.Y., 11720

### **Method of Measurement:**

The quantity to be paid under this item will be the number of square yards of brick face imprinting on concrete pavement, in accordance with the plans and specifications.

### **Basis of Payment:**

The price bid per square yard shall include the cost of furnishing all labor, materials, equipment and incidentals necessary to complete the entire work to the satisfaction of the engineer. Concrete pavement will be paid under items 24, 30, 32A and 7.

## **ITEM 502 – INTEGRAL COLOR PIGMENT FOR CONCRETE PAVEMENT**

### **Description:**

Under this item, the contractor shall furnish and mix color pigment into the concrete pavement used for crosswalks, at locations shown on the plans.

### **Materials:**

The pigment shall conform to "Red Brick Integral Color" as supplied by "Stampcrete International Ltd.", of Centereach, N.Y., or approved equivalent.

### **Construction Details:**

The pigment shall be added to, and thoroughly mixed into, the concrete pavement, prior to placement, to insure a consistent color throughout the concrete. Pigment shall be added at the rate of 12 pounds per cubic yard of concrete.

### **Method of Measurement:**

The quantity to be paid under this item will be the number of pounds of pigment added to the concrete mix.

### **Basis of Payment:**

The unit price bid shall include the cost of all material, labor and equipment necessary to complete the work, including cleaning residue of color pigment from the concrete truck. Imprinting and Concrete will be paid under their respective items.

## **ITEM 504 - RESETTING BRICK, BLOCK, OR FLAGSTONE PAVING**

### **Description:**

Under this item the contractor shall carefully remove, store, clean and reset the existing brick, block or flagstone paving.

### **Materials:**

All brick, block or flagstone shall be in a usable condition as determined by the Engineer.

Any additional material or damage caused by the contractor to the existing material shall be replaced with equal material of the same shape, size and color, to the satisfaction of the Engineer. All material shall meet the requirements of the Standard Specifications or as directed by the Engineer.

### **Construction Details:**

All brick, block and flagstone shall be laid in the same pattern as existed or as directed by the Engineer, and shall be bedded in the same manner as was the existing sidewalk or driveway.

### **Method of Measurement:**

This work will be measured as the number of square feet of brick, block or flagstone reset.

### **Basis of Payment:**

The unit price bid shall include the cost of all labor, material and equipment necessary, including any additional material as needed, repair to damaged material, excavation and any bedding materials needed to complete the work. Any additional subbase material needed as shown on the plans to raise the grade of the existing sidewalk or driveway shall be paid for under its appropriate item.

## **DESCRIPTION:**

Under this work the contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:  
A small yield line symbol shall have a base dimension of one foot.  
A large yield line symbol shall have a base dimension of two feet.  
Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night retro-reflectivity.

## **MATERIALS REQUIREMENTS:**

Epoxy Paint	727-03
Glass Beads for Pavement Markings	727-05

### **Reflective Glass Spheres**

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

## **EPOXY APPLYING EQUIPMENT**

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applying equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applying equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

Mobile applying equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.
2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.
3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.
4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.
5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.
6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy Reflectorized Pavement Markings.

## **CONSTRUCTION DETAILS**

### **A. General**

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.



The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

## **B. Atmospheric Conditions**

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

## **C. Surface Preparation**

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

## **D. Application of Epoxy Reflectorized Pavement Markings**

Epoxy reflectorized pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibility (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibility beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

#### **E. Defective Epoxy Pavement Markings**

Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy\*; insufficient bond (to pavement surface or existing durable marking).

Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

\*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

#### **METHOD OF MEASUREMENT**

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches) X Feet}}{4 \text{ inches}}$$

#### **BASIS OF PAYMENT**

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

<b><u>PAY ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAY UNIT</u></b>
685.07150110	White Epoxy Reflectorized Pavement Stripes – 15 mils	Foot

685.07150210	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Letters - 15 mils	Each
685.07150310	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Symbols – 15 mils	Each
685.07150410	(Wet Night Visibility Spheres) White Epoxy Reflectorized Cross Hatching -15 mils Thick	Foot
685.07150510	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes (Special Markings) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150610	Yellow Epoxy Reflectorized Pavement Stripes – 15 mils	Foot
685.07150710	(Wet Night Visibility Spheres) Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150810	White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 15 mils	Each
685.07150910	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 15 mils	Each
	(Wet Night Visibility Spheres)	
685.07200110	White Epoxy Reflectorized Pavement Stripes – 20 mils	Foot
685.07200210	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Letters – 20 mils	Each
685.07200310	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Symbols – 20 mils	Each
685.07200410	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200510	White Epoxy Reflectorized Pavement Stripes (Special Markings) 20 mils Thick (Wet Night Visibility Spheres)	Foot

685.07200610	Yellow Epoxy Reflectorized Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200710	Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200810	White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres)	Each
685.07200910	White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres)	Each

**ITEM 698.93940015 - INCENTIVE PAYMENTS/DISINCENTIVE ASSESSMENTS FOR  
WORK SUBJECT TO THE SPECIAL NOTE  
"INCENTIVE/DISINCENTIVE CLAUSE"**

**DESCRIPTION.** There is no physical work to be accomplished under this item. This item will enable the Department to make incentive payments to (or disincentive assessments against) the Contractor for early substantial completion (or late completion) of work included in the special note titled "Incentive/Disincentive Clause" based on the time or times specified in that special note.

**MATERIALS.** Not applicable.

**CONSTRUCTION DETAILS.** There are no construction details for this item.

**METHOD OF MEASUREMENT.** The method of measurement will be lump sum. Actual payments-incentive (or deductions-disincentive) made under this item will be as stated below.

**BASIS OF PAYMENT.** The amount set forth in the proposal is a fixed price for all bidders. Any bid, other than the specified amount shown in the itemized proposal, will be adjusted by the Department to the fixed price.

The Contractor shall be entitled to payment for this item as follows: To determine the actual lump sum payment-incentive or lump sum deduction-disincentive under this pay item, the number of calendar days actually required to accomplish the work included in the Incentive/Disincentive Clause will be compared to the number of calendar days specified for the same work in that special note. Should the identified work take longer than the number of calendar days specified (as may be adjusted under the contract terms), the number of calendar days in excess thereof will be multiplied by the daily cost, and that product (lump sum) will be disincentive. Should the calendar days required to substantially complete the identified work be fewer than the number specified (as may be adjusted under the contract terms), the difference will be multiplied by the daily cost, and the product (lump sum) will be paid to the contractor as incentive.

Incentive payments shall be made for each individual I/D work period upon completion of the work included in the particular I/D period. Disincentive assessments shall be made separately for each I/D work period upon reaching the completion date established for each I/D work period.

Deductions-disincentive made under the terms of this item shall be in addition to any deductions made as Liquidated Damages (only applied to non-I/D work) as indicated in the special note entitled "Incentive/Disincentive Clause". Any payments made under this item shall be regarded by the parties to include the cost of all overhead, profit, labor, equipment, supplies, materials, scheduling and management necessary to accomplish the work within the actual number of days taken. The work of the other items in the contract will be measured and paid for separately under their appropriate items of work.

**SECTION 013560  
SAFE AND HEALTHFUL WORKING CONDITIONS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. This section describes the requirements for safe and healthful working conditions as an integral part of the project construction.

**1.2 DEFINITION**

- A. Safety staff shall mean the safety professional and his/her safety representative(s) or the safety person.

**1.3 GENERAL REQUIREMENTS**

- A. In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of that operation permits. The various operations connected with the work shall be so conducted that they will not be unsafe or injurious to health; and the Contractor shall comply with all regulations and published recommendations of the New York State Department of Labor and all provisions, regulations and recommendations issued pursuant to the Federal Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, as amended, and with laws, rules, and regulations of other authorities having jurisdiction, with regard to all matters relating to safe and healthful working conditions.
  - 1. Compliance with governmental requirements is mandated by law and considered only a minimum level of safety performance.
  - 2. All work shall also be performed in accordance with safe work practice, and contractor's Health and Safety Plan, as approved by the Construction Manager in writing.
- B. The Contractor shall be responsible for the safety of the Contractor's employees, the public, and all other persons at or about the site of the work. The Contractor shall be solely responsible for the adequacy and safety of all construction methods, materials, equipment, and the safe prosecution of the work.
- C. The Contractor shall employ a properly qualified safety professional familiar with all work under this contract whose duties shall be to initiate, review, and cause implementation of measures for the protection of health and prevention of accidents.
- D. The safety staff shall be provided with an appropriate office on the job site to maintain and keep available safety records, up-to-date copies of all pertinent safety rules, regulations and governing legislation, material safety data sheets, and the site safety plan including information concerning foreseeable emergency conditions, location of emergency and telephone contacts for supportive actions.
- E. The Contractor shall stop work whenever a work procedure or a condition at a work site is deemed unsafe by the safety staff.

## **1.5 SUBMITTALS**

- A. The Contractor shall submit a Health and Safety Plan (HASP), prepared prior to the start of any construction for acceptance by the CM, in writing.
  - 1. The HASP shall be available to workers on site and be submitted to the Engineer and Owner at least two (2) weeks before the beginning of any field work.
  - 2. Copies of the plan shall be provided to the Contractors' insurers and their risk managers, if any, by the Contractor.
- B. Within thirty (30) days of receiving a "Notice to Proceed", the Contractor shall submit the name of a safety professional, employed by the Contractor, responsible for project safety management, and of the safety representative(s) who will work under his/her direction.
- C. Documentation and/or personal references confirming the qualifications may also be required.
  - 1. The persons proposed as a safety person, safety professional, or safety representative(s), may be rejected by the Engineer for failure to have adequate qualifications or other cause.
- D. In addition, the Contractor shall submit the names, addresses, and telephone numbers of three (3) supervisory personnel who may be contacted in the event of an emergency occurring during non-working hours.

## **1.6 QUALIFICATIONS**

- A. Safety Professional:
  - 1. Certification by the Board of Certified Safety Professional as a Certified Safety Professional.
  - 2. Minimum of five (5) years of professional safety management experience in the types of construction and conditions expected to be encountered on the site.
- B. Safety Person:
  - 1. Qualifications of the safety person must include a minimum of five (5) years of relevant construction experience, two (2) years of which are related to safety management.
- C. The Safety staff shall be completely experienced with OSHA requirements and knowledgeable of all applicable health and safety requirements of all governing laws, rules and regulations as well as of good safety practice. The safety staff shall not include the project manager, engineer, or superintendent, or anyone else working on the project. The safety staff shall have no other duties except those directly related to safety.

## **PART 2 PRODUCTS**

### **2.1 HEALTH AND SAFETY PLAN**



- A. The Contractor shall commit to writing a specific site Health and Safety Plan before the start of any construction for acceptance by the Construction Manager.

## **2.2 ACCIDENT REPORTS**

- A. The Contractor shall promptly (within the hour of the incident) report to the Construction Manager all accidents involving injury to personnel or damage to equipment and structures, investigate these accidents and prepare a preliminary report and submit within twenty-four (24) hours of the accident. The Contractor must submit a final accident report to the Construction Manager as follows:
  - 1. The summary report, due by the tenth (10<sup>th</sup>) day of the incident, shall include descriptions of corrective actions to reduce the probability of similar accidents.
  - 2. In addition, the Contractor shall furnish to the Engineer, a copy of all accident and health or safety hazard reports received from OSHA or any other government agency, within one (1) day of receipt, and attach the final plan.
- B. In addition to the reports which the Contractor is required to file under the provisions of the Workman's Compensation Law, he/she shall submit to the Engineer on or before the tenth (10<sup>th</sup>) day of each month, a report giving the total force employed on his/her Contract in man-days during the previous calendar month, the number and character of all accidents resulting in loss of time or considered reportable by OSHA, and any other information on classification of employees, injuries received on the work, and disabilities arising therefrom, that may be required by the Engineer.
  - 1. The submittal shall also contain an audit report for the prior month, including the safety training conducted, the above equipment logs, records of the condition of the work areas, safety and health records, OSHA and ANSI Z16.1 incidence rates for frequency and severity of recordable accidents, and an evaluation of the effectiveness of the HASP with any changes necessary.
  - 2. The safety professional or safety person and the Contractor shall sign this audit report. The Engineer will review these reports for Contractor's compliance with the safety provisions of the Contract.

## **2.3 SAFETY AND RESCUE EQUIPMENT**

- A. The Contractor shall have proper safety and rescue equipment, adequately maintained and readily available, for any foreseeable contingency. This equipment shall include such applicable items as: proper fire extinguishers, first aid supplies, safety ropes and harness, stretchers, water safety devices, oxygen breathing apparatus, resuscitators, gas detectors, oxygen deficiency indicators, combustible gas detectors, etc.
- B. This equipment shall be kept in a protected area and checked at scheduled intervals. A log shall be maintained indicating who checked the equipment, when it was checked, and that it was acceptable. This equipment log shall be updated monthly and be submitted with the monthly report. Equipment that requires calibration shall have copies of dated calibration certificates on site.

- C. Substitute safety and rescue equipment must be provided while primary equipment is being serviced or calibrated.

## **2.4 PROTECTIVE EQUIPMENT**

- A. All personnel employed by the Contractor or his subcontractors or any visitors whenever entering the job site shall be required to wear appropriate personal protection equipment required for that area. The Contractor shall provide all necessary personal protective equipment as requested by the Engineer for his/her designated representatives.

## **PART 3 EXECUTION**

### **3.1 SAFETY STAFF DUTIES**

- A. The safety professional shall visit and audit all work areas as frequently as necessary (a minimum of once a week) and shall be available for consultation whenever necessary. The safety staff shall have full authority to implement and enforce the Health and Safety Plan to take immediate action to correct unsafe, hazardous, or unhealthful conditions.
- B. A member of the safety staff must be at the job site full time (a minimum of eight (8) hours per working day) whenever work is in progress. When multiple shift work is in progress, more than one (1) safety representative may be required. The safety staff shall as a minimum:
  - 1. Schedule safety training programs as required by law, the safety plan, and good safety practice. An outline of materials to be covered shall be provided with the safety plan. All employees shall be instructed on the recognition of hazards, observance of precautions, of the contents of the safety plan and the use of protective and emergency equipment.
  - 2. Determine that operators of specific equipment are qualified by training and/or experience before they are allowed to operate such equipment.
  - 3. Develop and implement emergency response procedures. Post the name, address, and hours of the nearest medical doctor; name and address of nearby clinics and hospitals, and the telephone numbers of the appropriate ambulance service, fire, and the police department.
  - 4. Post all appropriate notices regarding safety and health regulations at locations which afford maximum exposure to all personnel at the job site.
  - 5. Post appropriate instructions and warning signs in regard to all hazardous areas or conditions which cannot be eliminated. Identification of these areas shall be based on experience, on site surveillance, and severity of hazard. Such signs shall not be used in place of appropriate workplace controls. In order to alert the workers "Safety First" signs should be posted, as ordered by the Engineer at no extra cost.
  - 6. Ascertain by personal inspection that all safety rules and regulations are enforced. Make inspections at least once a shift to ensure that all machines, tools, and equipment are in a safe operating condition, and that all work areas are free of hazards. Take necessary and timely corrective actions to eliminate all unsafe acts and/or conditions, and submit to the

Engineer each day, a copy of his/her findings on the inspection check list report forms established in the safety plan.

7. Submit to the Engineer, copies of all safety inspection reports and citations from regulating agencies and insurance companies within one (1) work day of receipt of such reports.
8. Provide safety training and orientation to authorized visitors to ensure their safety while occupying the job site.
9. Perform all related tasks necessary to achieve the highest degree of safety that the nature of the work permits.

### **3.2 MEASUREMENT OF PAYMENT**

- A. No separate payment for the article “Safe and Healthful Working Conditions” will be made. The costs of same will be included in the various bid items.

**END OF SECTION 013560**

**(On Construction firms letterhead)**

Date Issued: \_\_\_\_\_

Dear Resident:

We are sorry to inconvenience you, but in order to proceed with construction for \_\_\_\_\_ we must close and/or limit your access to your driveway. As work progresses, you will be notified on a daily basis when and how your particular residence will be affected. We assure you that every effort will be made to minimize the impact to you relative to this construction.

Our current schedule calls for the project related work to be performed in your area during the week of \_\_\_\_\_. A copy of this letter with specific dates and time for this work will be delivered at least twenty-four (24) hours in advance in order that you will have sufficient opportunity to plan for accessibility to your vehicles.

If additional information is necessary, you may contact any of the representatives listed below.

Thank you for your patience.

Contractor	_____	Phone: _____
Inspector	_____	Phone: _____
Project Manager	_____	Phone: _____

\_\_\_\_\_

**(On Construction firms letterhead)**

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Date Issued: \_\_\_\_\_

CONSTRUCTION NOTIFICATION  
24 HOUR NOTICE

Date & Type of Construction: \_\_\_\_\_

How will residence be affected: \_\_\_\_\_

Approximate time of  
Construction: \_\_\_\_\_

Driveway access (will) (will not) be permitted.