



# CITY OF JOHNSTOWN

PO Box 160, 33-41 East Main Street  
Johnstown, New York 12095  
(518) 736-4014

## **STREET RESURFACING 2020**

SPECIFICATIONS FOR  
HOT MIX ASPHALT PAVING, MILLING & ADA  
COMPLIANT SIDEWALK RAMPS

SEALED BIDS ARE DUE ON OR BEFORE:

August 12, 2020 @ 11:00 a.m.

## INVITATION TO BID AND INFORMATION FOR BIDDERS

**PLEASE TAKE NOTICE** that the City of Johnstown is accepting sealed bids for a 2020 street resurfacing project. Bids must be received by the Johnstown City Clerk, P.O. Box 160, 33-41 East Main Street, Johnstown, New York 12095 by 11:00 a.m., on the 12<sup>th</sup> day of August, 2020. Specifications will be available to prospective bidders by July 29, 2020, on the City's website [cityofjohnstown.ny.gov](http://cityofjohnstown.ny.gov) All bids should be marked "2020 STREET RESURFACING PROJECT" on the outside of the envelope. All bids must be returned intact to the City Clerk, and receipt obtained, or by registered or certified mail with return receipt requested. Bids will be opened by the City Clerk and the City Engineer on the 12<sup>th</sup> day of August, 2020 at 11:00 a.m. in the City Clerk's Office. Attention of bidders, the Contract includes acceptance of an immunity waiver as required by Sections 103-A and 103-B of the General Municipal Law of New York State, if awarded said Contract.

The City of Johnstown reserves the right to waive any informality in or to reject any or all bids.

Dated: July 21, 2020  
Carrie M. Allen, City Clerk

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Carrie M. Allen  
City Clerk

# CITY OF JOHNSTOWN STREET RESURFACING 2020

## SPECIFICATIONS FOR HOT MIX ASPHALT PAVING, MILLING & SIDEWALK RAMPS

### I. GENERAL:

- A. The City of Johnstown is requesting bids for the reconstruction of certain city streets including the installation of ADA compliant sidewalk ramps as outlined in Schedule “A” and as shown on the contract figures. All general conditions and specifications apply to this project unless specifically indicated differently on approved contractor submittals. The contractor shall be required to supply all necessary materials, equipment, tools, labor and incidentals of whatever nature to mill existing asphalt concrete pavement, and to deliver, place and compact the asphalt in conformance with the requirements of the latest edition of the New York State Department of Transportation Specifications including addendum. Construction activities shall occur between the hours of 6:30 AM and 5:00 PM.
- B. City streets that may be resurfaced: See Schedule “A” and contract figures. The city reserves the right to remove certain streets listed in Schedule “A” for any reason prior to contract execution.
- C. ADA Compliant Sidewalk Ramps: See contract figures and these specifications.
- D. **Sealed bids should be returned to the City Clerk’s Office, located in City Hall, at 33-41 East Main Street (P.O. Box 160), Johnstown, New York, 12095, no later than 11:00 am on the 12<sup>th</sup> day of August, 2020.**

### II. TECHNICAL SPECIFICATIONS

- A. Examination of documents and site: The contractor agrees that before making his proposal he has carefully examined the contract documents, together with the site of proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and other public service corporations on, over or under the site, and that his information was secured by personal investigation and research and not from the estimates or records of estimates, tests or representations of any officer or agent of the City.
- B. Material Specifications: All materials furnished shall conform to the requirements of the latest edition of the New York State Department of Transportation Specifications, including addenda. For bituminous mixtures required by these specifications, the contractor shall formulate and submit to the City a job-mix formula that satisfies the general limits imposed by Section 401 – Hot Mix Asphalt, Plant Production.

The bituminous mixing plant(s) proposed by the contractor must have been inspected and approved by representatives of the New York State Department of Transportation. The location and owner's name of the bituminous mixing plant(s) proposed as a source of supply shall be included on the bid sheet.

The material selection and placement methods of hot mix asphalt pavements shall meet the requirements of the NYS DOT Specifications, Section 402 – Hot Mix Asphalt (HMA) Pavements.

**Note: Requirements of this note apply to all Section 402 Hot Mix Asphalt (HMA) Pavement items in this contract.**

### **PG BINDER**

Use a **PG 64-22** meeting the requirements of AASHTO M320, Standard Specification for Performance Graded Asphalt Binder for the production of HMA mixtures for this project. Use of PolyPhosphoric acid (PPA) to modify the PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

### **MIX DESIGN**

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic level of **< 3 Million ESALs**.

The material selection and placement methods of crusher run subbase type 2 shall meet the requirements of NYS DOT Specifications, Section 302 – Bases and Subbases

### **ADA COMPLIANT SIDEWALK RAMPS**

No cast iron detectable warning strips shall be used. Detectable warning strips are to be made out of polymer and grey in color to match the warning units found at the North Perry Street bridge just North of Smith Street.

- C. Excavation or Existing Materials: All excavation of the existing street including all asphalt, concrete, and subbase materials will be performed in accordance with section 200 of the NYS DOT standard specifications. The existing asphalt material **will not** be required to milled and may be excavated by appropriate means. The City of Johnstown will supply trucks and drivers for the excavation operations and waste material will be stored at a city owned lot at the City Engineer's discretion. If it is mutually decided between the contractor and the City that the City cannot furnish an appropriate amount of trucks than the contractor may bring in trucks. The material will be brought to a City owned location as directed by the City Engineer or his/her designee. All waste material will remain property of the City of Johnstown.

**The Contractor will be required to supply trucks and drivers for the HMA paving operations.**

- D. Placement of material: The various items listed on the proposal sheet are to be furnished and placed on City streets as outlined in Section 1 of this Specification. The actual surface courses shall be applied at a nominal compacted thickness of two (2) inches. The actual thickness will be designated by the City Engineer or his/her designee at the time of application. The Contractor shall achieve a finished pavement grade to meet grades of adjoining pavements, driveways, sidewalks and curbing, as much as possible. The City shall provide pavement alignment layout and contract beginning and ending point locations. Placement of material shall meet the requirements of NYS DOT Specifications, Section 402. See additional provisions in Section VI. C.

**Prior to placing asphalt concrete, all milled surfaces shall receive tack coat in accordance with NYS DOT Specifications, Section 407, if applicable.**

Mixtures shall not be applied on any soft surfaces, when the surface is wet, when the temperature of the surface on which the mixture is to be placed is below 50° F, or when other weather conditions would prevent proper execution of the work, and as directed by the City Engineer. Hot Mix Asphalt Temperatures shall be between 250° F and 325° F at time of placement and shall be checked with a surface-read infrared thermometer. If the density of any sub-grade material is in question, the City Engineer may direct the Contractor to proof roll the area.

Prior to the placement of any subbase material the existing subgrade should be graded and compacted in compliance with Section 203-3 of the NYS DOT Standard Specifications. Geotextile stabilization fabric shall then be placed on the subgrade. The contractor shall then place the crusher run subbase type 2 in accordance with section 203-3 and 304-3 of the NYS DOT Standard specifications until there is 8-10 inches of subbase material is present. The subbase should be compacted thoroughly prior to the placement of any asphalt material.

The binder course of asphalt shall be placed at a compacted thickness of no less than 3 inches and not to exceed 5 inches. The top course of asphalt shall be placed at a compacted thickness no less than 1 ½ inches and not to exceed to 3 inches. Between the contractor completing the binder course of asphalt and starting the top course of asphalt the City will install the blacktop curb within the project limits. This work is estimated to take 2 days and the City will do its best with scheduling to minimize the impact to the project schedule.

The contractor agrees that all work or material which has been rejected by the City shall be at once removed from the site of the work by the contractor at his/her own expense, and replaced by work or material satisfactory to the City.

The contractor shall exercise extreme care not to injure the sod, trees, curbs, fences, sidewalks, driveway aprons, cross walks or other property belonging to either the adjoining private property owners or the City. Any damage done shall be repaired or replaced by the contractor at his own cost and expense.

As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. **The contractor shall restore the work site and adjacent properties affected by the construction work to the same condition or better as they were before the work was commenced.**

In areas where machine spreading is impractical, hand spreading will be permitted. In that case, the material shall be distributed into place immediately with shovels and then spread with rakes. The completed pavement shall have the required thickness and conform to the grades and surface contours of the adjoining pavement. The areas where hand spreading may be required include intersection fillets and transition areas to existing driveways. **At intersecting roads and/or driveways the contractor shall place asphalt as directed by the City Engineer or his/her designee along the intersecting roads and/or driveways to provide smooth and uniform transitions to meet and match the width, line and grade of the existing pavement on the intersecting roads and driveways.** This hand spreading shall be performed to the satisfaction of the City Engineer or his/her designee, with the cost to perform this work included in the unit-price, per-ton bid.

**Please note that if an existing grade of a driveway apron cannot be met by the placement of the new top course application of asphalt, the Contractor will be required to furnish a new driveway apron.** This work would include removal of a portion of the existing driveway apron to achieve a smooth transition to the street surface, regrading as necessary, and placement of binder and top courses of asphalt, as directed by the City Engineer or his/her designee. Payment for this work shall be included in the unit-price, per-ton bid.

In cases of any ambiguity in these specifications, the matter must be immediately submitted to the City Engineer or his/her designee, who shall adjust the same and his/her decision in relation thereto shall be final and conclusive upon the parties.

- E. Maintenance of traffic: Maintenance and protection of traffic shall be in accordance with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6 and the New York State Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways. The contractor shall be responsible for maintenance and protection of traffic, including all signage, until the work is completed. **A minimum of two (additional when required intersections, etc.) properly-dressed and equipped flagmen shall be provided.** Maintenance and protection of traffic shall be included in the unit-price, per-ton bid.
  
- F. Frame Adjustments: **Manhole frames shall be flush with final grade. Catch basin frames shall be ¼ to ½ inch below finish grade. All work to meet these requirements, if frame adjustments are necessary, including providing materials and labor to adjust these frames shall be included in the unit price, per ton bid. Should mason work and materials be provided to re-set the frames and grates per the above specifications, it shall be provided by the contractor. Grade adjustment rings may be used if appropriate.**
  
- G. Compaction: Compaction shall be in accordance with NYS DOT Section 402-3.07 D., 80 Series Compaction Method Specifications. Under this option, the contractor will be required to use one vibratory roller plus one steel wheeled tandem roller only.

The finished pavement at joints shall comply with the surface smoothness requirements and exhibit the same uniformity of texture and compaction as other sections of the

pavement. Rollers shall not pass over the unprotected edges of a freshly laid mixture unless permitted by the City.

The formation of all joints shall be such that the exposed edge of the existing layer that will become part of the joint shall be the full thickness of the layer and straight. If the existing edge is unacceptable, the edge shall be corrected by use of a power saw to cut a neat, straight line.

Placement of each run of a course shall be as continuous as possible. When a run must be interrupted, the contractor shall take the necessary measures to provide clean, straight, full-depth joints between the runs. End-of-run joints shall be cut by power saw at a point on the previous run which will expose the full depth of the run. Excess material shall be removed before the subsequent run is begun.

Temporary, end-of-season, pavement termination joints and permanent pavement termination joints shall be constructed as directed by the City Engineer.

H. ADA Compliant Sidewalk Ramps: ADA compliant sidewalk ramps must be provided for all streets being resurfaced per FHWA and DOT specifications in the locations shown on the attached figures. Each sidewalk ramp location shall be carefully reviewed by the contractor. The figures show the locations of the proposed sidewalk ramps and type of ramp that is to be installed. The contractor is required to submit layout drawings and ADA compliant sidewalk ramp designs to City Engineer for approval. Each submittal shall include the following, at a minimum:

1. A drawing of the ramp location showing the proposed layout, size, configuration, and grade of the ADA compliant sidewalk ramp.
2. A detail drawing of the sidewalk construction showing sub-base material, concrete, rebar, wire mesh, and thicknesses as appropriate.
3. Concrete finish schedule of each ramp.
4. Concrete mix design proposal.
5. Detectable warning strip selection proposal.
6. Curb design including layout and detail drawings and concrete mix design.

The submitted sidewalk ramps shall meet FHWA, DOT, and ADA specifications and the contractor shall include a statement that their design meets these requirements with each submittal. The City Engineer reserves the right to request additional information or field review of the proposed construction and installation as deemed necessary. The bid item for each type of sidewalk shall include all labor, materials, and equipment necessary to completely install each sidewalk ramp including, but not limited to, any necessary demolition, excavation, backfill, concrete, formwork, detectable warning strips, connecting to existing grades, curbs, and sidewalks, re-location of signs, restoration, and all other work necessary for a complete installation. Contractor shall refer to DOT Standard sheets in Figures for sidewalk ramp types. Where there is no existing sidewalk to connect to, contractor shall install ramps to the proposed location of future sidewalks as directed by the City Engineer.

### III. **PRECONSTRUCTION MEETING**

The City Engineer shall schedule a pre-construction meeting not more than seven (7) working days after the execution of the contract. The contractor shall submit, at the preconstruction meeting, for the City's approval, shop drawings detailing the proposed method of constructing necessary joints. The contractor's proposed plan for maintenance of traffic must also be submitted for approval at this time.

### IV. **TIME OF COMMENCEMENT AND COMPLETION OF WORK**

A. Work covered by this contract shall commence no later than 30 days after the contractor has been issued a Notice to Proceed by the City, unless given a written extension by the City Engineer. The Contractor shall coordinate all work covered by this contract with the work schedule of the City.

B. Schedule:

- Bid Opening: August 12, 2020 @ 11:00 a.m.
- Bid Award: August 17, 2020 – Common Council Meeting
- Notice of Award: August 18, 2020
- Contract Completion: October 31, 2020
- Liquidated Damages: \$500/day after October 31, 2020

### V. **INDEMNITY**

A. The contractor shall indemnify and save harmless the City and its agents and employees from and against all law suits, actions, damages and costs of every description resulting from the Work of this Contract until acceptance thereof by the City. The City may retain such monies from the amount due the contractor as may be necessary to satisfy any claim for damages recovered against the City.

B. The contractor shall not be responsible for damages resulting from errors in designs or Contract Documents nor for damages resulting from willful acts of the City or its authorized representatives.

### VI. **AUTHORITY OF OWNER**

A. The City or its authorized representative, shall decide all questions which may arise as to the acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Contract Documents, and all questions as to the acceptable completion of the work. The City's decision in relation thereto shall be final and conclusive upon both parties.

B. The decision of the City, or its authorized representative, concerning the execution of the work and the interpretation of the Contract Documents shall be final and binding on the contractor.

- C. The City Engineer, on behalf of the City, shall have the authority to adjust the pavement thickness and/or limits to stay within the amount budgeted for 2019 paving.

## **VII. INSPECTION NOT TO CONSTITUTE ACCEPTANCE**

The City and its authorized representative shall be given every facility for ascertaining, whether or not, the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. Failure of the City or its authorized representative during the progress of the work to discover or reject materials or work not in accordance with the Contract Documents shall not be considered an acceptance thereof or a waiver of defects therein; and payment to the contractor or partial or entire occupancy by the City shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with the Contract Documents.

## **VIII. GUARANTEE AND CORRECTION OF WORK**

- A. The contractor shall guarantee all work and materials furnished under the contract against defects in workmanship and materials for a period of one (1) year following the date of final payment by the City. Under this guarantee, the contractor agrees to make good without delay, at his/her own expense, any failure of such parts due to faulty materials, construction, or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the Specifications, and further shall make good any damage to any part of the work caused by such failure. The contractor also agrees that the Contractor's Bond provided for in Section XIV of this specification shall fully cover all guarantees contained in this paragraph. Items replaced or rebuilt shall carry a one (1) year guarantee from the date of acceptance of the replacement or repairs.
- B. If at any time within said period of guarantee, any part of the work requires repairing, correction or replacement, the City may notify the contractor in writing to make the required repairs, corrections or replacements to the satisfaction of the City within ten (10) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the City may employ other persons to make the same. The City shall pay the cost and expense of the same out of the monies retained for that purpose, or from his sureties upon the bond given as herein proved. Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the contractor will be entitled to receive the whole or such part of the sum of the last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction, or replacements in the manner aforesaid, have been paid there from.

## **IX. BID SECURITY**

Each bid shall be accompanied by a certified check of the bidder, or a bid bond duly executed by the bidder as principal and has as surety thereon a surety company approved by the City for 10 percent (10%) of the total bid. Such check or bid bond will be returned promptly after the City and the accepted bidder have executed a contract or if no award has been made, within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his bid.

## **X. QUALIFICATION OF BIDDER**

- A. In determining the qualifications of a bidder, the City will consider his record in the performance of any contracts in which he/she may have entered with the City, with other public bodies or private corporations, and the City expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the City, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers or employees.
- B. The City may make such investigations as he may deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request following the bid opening. The City reserves the right to reject any bid if the evidence submitted by, or determined by the investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.
- C. The contractor shall not assign, transfer, sublet or otherwise dispose of the contract executed according to this proposal without the prior written consent of the Treasurer of the City of Johnstown.

## **XI. WAGE RATES AND SUPPLEMENTS**

- A. Rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed are included in this specification.
- B. The minimum hourly rates of wages to be paid under the contract shall not be less than those stated in the attached New York State Dept. of Labor Wage Rates and Supplements. Any predetermination of the prevailing rates of wages after the contract is approved shall be deemed to be incorporated herein by reference as to the effective date of predetermination and shall form a part of these Contract Documents.

## **XII. INSURANCE**

- A. The contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Neither approval by the City nor a failure to disapprove insurance furnished by the contractor or subcontractor shall release the contractor or subcontractor of full responsibility for liability, damages and accidents as set forth herein.
- B. The contractor and each subcontractor shall maintain such required insurance in force during the life of this contract and no modification or change of insurance carriage and provisions shall be made without thirty (30) days written, advance notice to the City.

1. Compensation Insurance: The contractor shall take out and maintain, during the life of the contract, Workers' Compensation Insurance for all his employees at the site of the project, and in case any work is sublet, the contractor shall require the subcontractor to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees are engaged in hazardous work under this contract and are not protected under the Workers' Compensation Statute, the contractor shall provide adequate insurance for the protection of these employees.
2. Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of this contract, such liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage, for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
  - a. Bodily Liability Insurance: An amount not less than \$1 million (\$1,000,000.00) for injuries, including wrongful death to any one person and subject to the same limit for each person and in an amount not less than \$2 million (\$2,000,000.00) for injuries to or death of two or more persons in any one accident.
  - b. Property Damage Insurance: An amount, not less than \$1 million dollars (\$1,000,000.00) for damages on account of any one accident and in an amount not less than \$2 million (\$2,000,000.00) for damages on account of all accidents.
3. Contingent Liability: The above policies for Bodily Injury Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contractor against claims arising from the operations of subcontractors.
4. Public Liability and Property Damage Insurance on Behalf of the City: In addition to the Liability and Property Damage Insurance abovementioned, the contractor shall furnish evidence to the City that with respect to the operations of him/herself or any of his/her subcontractors, he/she has provided for and in behalf of the City regular protective Public Liability and Property Damage Insurance.

**NOTE**: *A 1997 Amendment to Section 220 of the Labor Law required the department of jurisdiction to receive and maintain monthly transcripts of Certified Payroll Records for three (3) years from the date of completion of the work in the awarded contract.*

### **XIII. SECURITY FOR FAITHFUL PERFORMANCE AND INSURANCE**

At least two (2) business days before execution of the contract, the contractor shall furnish certification of the required insurance and a surety bond or bonds in the amount of 100 percent

(100%) of the accepted bid as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of such power.

#### XIV. PERFORMANCE BOND

The contractor shall, prior to final acceptance of the work, furnish a bond to the City in a penal sum equal to 10 percent (10%) of the final contract price, executed by a surety company authorized by the department of insurance of the State of in which the work occurs to execute such a bond in that State, which bond shall be approvable as to form and manner of execution by the City. This bond shall be conditioned for the faithful performance by the contractor or the conditions and stipulations of the "Guarantee" clause of this contract and the Specifications thereof relating to repair, for a period of one (1) year from the date of final acceptance of the work. In default of the filing of said bond, a sum of money equal to said 10 percent (10%) may be retained out of any monies due the contractor and be held for twelve (12) months or until the bond above described is filed, to secure the provisions of the Guarantee.

#### XV. METHOD OF AWARD OF BID AND EXECUTION OF CONTRACT

- A. After the bids have been opened, tabulated and investigated, the bid will be awarded in a timely manner to the lowest, responsible bidder.
- B. Upon receiving Notice of Award and receipt of four (4) original contracts, the successful bidder shall deliver to the City an executed contract within ten (10) days of receiving such notice. **Prior to a Notice to Proceed being given, the Contractor must return all four (4) executed copies of the contract to the City Engineer.**
- C. Unless otherwise specified, the City reserves the right to reject any item in the proposal and to award the bid, in whole or in part, **including the right to reduce or increase quantities based on the bid prices received and the availability of funds.** The City may also proceed to do the work otherwise, if in its opinion the best interest of the City will thereby be promoted.

#### XVI. METHOD OF PAYMENT

The City will pay the contractor the full unit price bid for this proposal for all material received, as documented by truck loading tickets, upon the faithful performance of the contract, the completion of the work covered by this proposal, and the acceptance of the work by the City Engineer or his/her designee. The milling, resurfacing, and complete installation of all ADA compliant sidewalk ramps must be completed for acceptance of the work and final payment.

**THE UNDERSIGNED AGREES** to accept the aforesaid unit-prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement. Furthermore, the

undersigned has read and understands the intent of these specifications and proposed to complete the work for the total unit-price per ton quoted.

(Seal)

<b>FIRM NAME:</b>		
<b>ADDRESS:</b>		
<b>PHONE:</b>		<b>FAX:</b>
<b>FEDERAL OR TAX ID #:</b>		
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE:</b>		
<b>TITLE OF AUTHORIZED REPRESENTATIVE:</b>		

## 2020 STREET RECONSTRUCTION PROJECT

### BID FORM

ASPHALT CONCRETE PAVING OF CITY OF JOHNSTOWN STREETS AND INSTALLATION OF SIDEWALK RAMPS						
ITEM NO.	NYS DOT ITEM & DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL BID PRICE	OWNER AND LOCATION OF BITUMINOUS MIXING PLANT
1	ITEM NO: 203.02 Unclassified Excavation and Disposal	CY	869			N/A
2	ITEM NO: 207.24 Geotextile Stabilization	SY	2084			N/A
3	ITEM NO 304.12 Subbase Type 2 Crusher Run	CY	579			N/A
4	ITEM NO: 402.128902 (Binder Course – Hot Mix Asphalt)	TON	469			
5	ITEM NO: 402.128902 (Top Course – Hot Mix Asphalt)	TON	352			
6	ADA Compliant Sidewalk Ramp – Type 5	EA	2			N/A
	<b>TOTAL BID</b>	--	--	--		--

## **NON-COLLUSIVE BIDDING CERTIFICATION**

The following statement must be subscribed by the bidder and is affirmed by the bidder under penalties of perjury.

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

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_

**WAIVER OF IMMUNITY**

The contractor and/or bidder hereby agrees that, in accordance with Section 103(a) of the General Municipal Law of the State of New York, that when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, he will sign a waiver of immunity against subsequent criminal prosecution and will answer any relevant question concerning such transaction or contract.

In the event of non-compliance with this provision, this contract may be canceled or terminated without incurring any penalty or damages on account of such cancellation or termination, but any money owned by the Owner for goods delivered or work done prior to the cancellation or termination shall be paid.

DATED: \_\_\_\_\_

By: \_\_\_\_\_

**State of New York**     )  
**County of Fulton**     ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York  
County of \_\_\_\_\_  
My Comm. Exp. \_\_\_\_\_

# **STREET RECONSTRUCTION 2020**

## **Schedule A**

### **FIGURES**