

## **NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor; c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

By:

Resolved that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the following project: \_\_\_\_\_ and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-D (103-D) of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_.

Secretary

(SEAL)

End of Non-Collusive Bidding Certification

## **CITY OF LOCKPORT CONTRACT**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF LOCKPORT, a municipal corporation organized under the laws of the State of New York, with offices at one Locks Plaza, Lockport, New York 14094 and \_\_\_\_\_ with an office at \_\_\_\_\_, hereinafter referred to as the "Contractor."

**WITNESSETH**, that the CITY and the Contractor, for the consideration hereinafter named, agree as follows:

### **ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR:**

The CITY shall pay the sum of \$\_\_\_\_\_ to Contractor upon the completion of services set forth in **Schedule "A"** annexed hereto.

### **ARTICLE 2. TIME OF COMPLETION:**

The services to be rendered under this agreement shall be performed on dates set forth in **Schedule "A"**. Time of performance is of the essence of this agreement.

### **ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT:**

Upon receipt of written notice that the agreement has been fully performed, the Contractor shall file an itemized voucher with the Director of Finance for the CITY and the CITY will pay the Contractor, as per Article 1 above.

### **ARTICLE 4. CONTRACTORS' INSURANCE COVERAGE AND CERTIFICATES**

The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the OWNER'S approval prior to OWNER'S signing of contract(s).

- A. "Certificate Holder" shall be **City of Lockport** at the address of **One Locks Plaza, Lockport, New York 14094**.
- B. Coverage must comply with all specifications set forth herein.
- C. All insurance documents must be executed with *authorized* signatures.
- D. The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**

- E. Failure of the City to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the City a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- F. The Contractor's liability and indemnification of the City shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.
- G. In addition to Certificates of Insurance and other documents, the Contractor shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend coverages or limits.
- H. When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the City with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- I. The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the City is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section "Commercial General Liability" (B).
- J. The Contractor shall disclose to the City any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.
- K. The Contractor's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.

**The CONTRACTOR agrees:**

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

## COMMERCIAL GENERAL LIABILITY

- A. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for NY State Labor Law. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- B. **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis**:

*"City of Lockport and its employees, authorized volunteers, committee members and board members"*

This Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; *and* CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- C. **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
- D. **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the City.
- E. **Pollution Liability:** *If* the Contractor's work on this project involves handling or disturbance of **asbestos or other hazardous materials**, the Contractor shall provide bodily injury and property damage liability insurance applicable to this hazardous operation, covering both **ongoing operations and products & completed operations**, at limits not less than:

*If covered by this Contractor's umbrella/excess liability policy:*

General Aggregate	\$1,000,000
Each Occurrence or Incident	\$1,000,000

If **NOT** covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$11,000,000
Each Occurrence or Incident	\$11,000,000

- F. **Unmanned Aircraft:** *If the Contractor's work on this project in any way involves the use of **unmanned aircraft (aka drones)**, the Contractor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this project. The coverage limit applicable shall be the greater of the amount indicated below or the amount carried by the Contractor:*

Each Occurrence	\$1,000,000
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#### **AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

Combined Single Limit	\$1,000,000
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**Note:** See Section "Commercial General Liability" (B) above for **additional insured** requirements applicable to Automobile Liability insurance.

#### **EXCESS LIABILITY AND/OR UMBRELLA LIABILITY COVERAGE:**

Applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

**Note:** See Section 2.1(b) above for **additional insured** requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

- A. **Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.

**B. Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage  
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

**OR**

(b) Either: **C-105.2**, Certificate of Workers' Compensation

Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage

**OR**

(c) Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance,

Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

#### **DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8**

**A. Requirements.** To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

**B. Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(a) Either: **CE-200**, Affidavit For New York Entities and Any Out of State Entities With No Employees, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required

Or: **CE-200**, Affidavit That an OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage  
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

**OR**

(b) Either: **DB-120.1**, Certificate of Disability Benefits Insurance

Or: **DB-820/829**, Certificate/Cancellation of Insurance

**OR**

(c) **DB-155**, Certificate of Disability Benefits Self-Insurance

#### **ARTICLE 5. REPRESENTATIONS OF CONTRACTOR:**

The Contractor represents and warrants:

(a) That it is financially solvent and that it is experienced in and competent to perform the type of work in accordance with **Schedule "A"**; and

(b) That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

#### **ARTICLE 6. PERMITS AND REGULATIONS:**

The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### **ARTICLE 7. CITY'S RIGHT TO STOP WORK OR TERMINATE AGREEMENT:**

The CITY shall have the right to stop work or terminate the agreement if:

- (a) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (b) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- (c) The Contractor refuses or fails to prosecute the work or any part thereof with due diligence; or
- (d) The Contractor fails to make prompt payment to persons supplying labor for the work; or
- (e) The Contractor fails or refuses to comply with all applicable laws or ordinances; or
- (f) The Contractor is guilty of a substantial violation of any provision of this Contract;
- (g) In any event, the CITY, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the CITY for such excess.

#### **ARTICLE 8. DAMAGES:**

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, as a result of the neglect or omission of Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the CITY free and discharged of and from any and all responsibility and liability of any sort or kind. To the extent of its liability the Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume

all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances by it or its agents or employees.

#### **ARTICLE 9. INDEMNITY AND SAVE HARMLESS AGREEMENT:**

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless CITY, its representatives, members, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend the CITY for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

#### **ARTICLE 10. NO ASSIGNMENT:**

The Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the CITY.

#### **ARTICLE 11. REQUIRED PROVISIONS OF LAW:**

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law Section 222-a.
- (d) Preference in employment of persons required by Labor Law Section 222.

- (e) Eight hour day as required by Labor Law Section 220(2).

**ARTICLE 12. PREVAILING WAGE RATES REQUIRED BY LAW:**

(a) The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupation in which he is engaged, as listed on **Schedule B** attached hereto and made a part of this agreement, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.

(b) Labor classifications not appearing on the schedule of wages can be used only with the consent of the CITY and then the rate to be paid will be given by the CITY after being advised by the Department of Labor.

(c) The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract, for the various classes of mechanics, workingmen, or laborers employed on the work.

**ARTICLE 13. AUTHORITY FOR EXECUTION ON BEHALF OF THE CITY:**

The Mayor has executed this agreement pursuant to a Resolution adopted by the Common Council at a meeting thereof held on [date approved by resolution]. Mayor Michelle Roman, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the CITY. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the CITY.

**ARTICLE 14. NOTICES:**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To CITY

To Contractor

**ARTICLE 15. WAIVER:**

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**ARTICLE 16. MODIFICATION:**

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**ARTICLE 17. APPLICABLE LAW:**

This Agreement is governed by the laws of the State of New York.

**IN WITNESS WHEREOF**, the City of Lockport has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor Michelle Roman, duly authorized to do so, and to be attested to by Sarah K. Lanzo, City Clerk, and the Contractor has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(affix seal)

**City of Lockport**

**Authorized by Resolution No.** \_\_\_\_\_

By: \_\_\_\_\_  
**Mayor**

**Director of Finance approval**

**ABC Company**

\_\_\_\_\_

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

**Corporation Counsel approval**

**City Clerk approval**

\_\_\_\_\_

\_\_\_\_\_

## **Schedule A**

To be completed upon contract execution.

## **Schedule B**

Contractor is responsible for obtaining an updated Prevailing Wage Schedule from the New York State Department of Labor. For more information about how to obtain an original Prevailing Wage Schedule please refer to:

<http://www.labor.state.ny.us/workerprotection/publicwork/PWReqforOWS.shtm>

# Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name & Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): Upgrading of traffic signal components at three (3) locations (intersections of Washburn Street and East Avenue, North Transit Street and West Main Street, and Locust Street/Market Street and East Main Street) in the City of Lockport, Niagara County, New York.

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Architects.

# Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name & Address):

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## CONSTRUCTION CONTRACT

Date:

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Description (Name and Location): Upgrading of traffic signal components at three (3) locations (intersections of Washburn Street and East Avenue, North Transit Street and West Main Street, and Locust Street/Market Street and East Main Street) in the City of Lockport, Niagara County, New York.

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

## **SUPPLEMENTAL REQUIREMENTS**

- 1) The bid does not need to include replacement of signal conductors.
- 2) Bid should include new pedestrian signal sections, side of pole brackets, hand/man and countdown LED's.
- 3) The bid should include removal and installation of new door locking mechanism and handle (East Avenue and Washburn Street location only), and removal of existing pedestrian signals turned over to the City.
- 4) Material cut sheets will be provided prior to ordering for approval.
- 5) The bid should assume no removal of below ground conduit, wire, or pullboxes.

## **DETAILED SPECIFICATIONS**

### **CITY OF LOCKPORT** **UPGRADING OF TRAFFIC SIGNAL COMPONENTS AT THE INTERSECTIONS OF** **WASHBURN STREET AND EAST AVENUE** **NORTH TRANSIT STREET AND WEST MAIN STREET** **LOCUST STREET/MARKET STREET AND EAST MAIN STREET** **CITY OF LOCKPORT, NIAGARA COUNTY, NEW YORK 14094** **CONTRACT NO. 2541**

#### **SCOPE OF WORK**

The work shall include the furnishing of equipment, components, traffic control, and labor for the purpose of upgrading of traffic signal components at three (3) intersections, consisting of Washburn Street and East Avenue (43° 10'17.28" N, 78° 41'10.16" W), North Transit Street and West Main Street (43° 10'7.81" N, 78° 41'48.64" W), as well as intersection of Locust Street/Market Street and East Main Street (43° 10'13.21" N, 78° 41'24.88" W) in the City of Lockport, NY 14094. All work shall be subject to the General Conditions and these Specifications.

#### **WORK INCLUDED**

The principal items of work are as follows:

1. Intersection of Washburn Street and East Avenue.

<b>Item No.</b>	<b>Assembly Name</b>	<b>Quantity</b>
619.0101	Maintenance & Protection of Traffic	1
680.05010007	360 Degree Camera Video Detection System **MioVision 360 degree system preferred	1
680.7700001	Modify Traffic Signal Equipment	1
	Traffic Signal Controller **SWARCO McCain ATC eX2 NEMA controller model preferred.	1
680.813101	Pedestrian Signal Module – 12" HAND Symbol LED	8
680.813102	Pedestrian Signal Module – 12" MAN Symbol LED	8
680.81500010	Pedestrian Count-Down Timer Module	8
680.813106	Polycarbonate Pedestrian Signal Section	16
680.8225	Pedestrian Push Button and Sign – without Post	8
680.8141	Pedestrian Signal Bracket Mount Assembly (Side)	8
680.94997008	Furnish and Install Electrical Disconnect Generator Transfer Switch	1
	New Cabinet Door Locking Mechanism	1
680.730514	Signal Cable, 5 Conductors, 14 AWG	0

2. Intersection of North Transit Street and West Main Street.

<b>Item No.</b>	<b>Assembly Name</b>	<b>Quantity</b>
619.0101	Maintenance & Protection of Traffic	1
680.05010007	360 Degree Camera Video Detection System **MioVision 360 degree system preferred	1
680.7700001	Modify Traffic Signal Equipment	1

	Traffic Signal Controller **SWARCO McCain ATC eX2 NEMA controller model preferred.	1
680.813101	Pedestrian Signal Module – 12” HAND Symbol LED	8
680.813102	Pedestrian Signal Module – 12” MAN Symbol LED	8
680.81500010	Pedestrian Count-Down Timer Module	8
680.813106	Polycarbonate Pedestrian Signal Section	16
680.8225	Pedestrian Push Button and Sign – without Post	8
680.8141	Pedestrian Signal Bracket Mount Assembly (Side)	5
680.8142	Pedestrian Signal Post Top Mount Assembly	3
680.94997008	Furnish and Install Electrical Disconnect Generator Transfer Switch	1
680.730514	Signal Cable, 5 Conductors, 14 AWG	0

3. Intersection of Locust Street/Market Street and East Main Street.

Item No.	Assembly Name	Quantity
619.0101	Maintenance & Protection of Traffic	1
680.05010007	360 Degree Camera Video Detection System **MioVision 360 degree system preferred	1
680.7700001	Modify Traffic Signal Equipment	1
680.813101	Pedestrian Signal Module – 12” HAND Symbol LED	8
680.813102	Pedestrian Signal Module – 12” MAN Symbol LED	8
680.81500010	Pedestrian Count-Down Timer Module	8
680.813106	Polycarbonate Pedestrian Signal Section	16
680.8225	Pedestrian Push Button and Sign – without Post	8
680.8141	Pedestrian Signal Bracket Mount Assembly (Side)	6
680.8142	Pedestrian Signal Post Top Mount Assembly	2
680.94997008	Furnish and Install Electrical Disconnect Generator Transfer Switch	1
680.730514	Signal Cable, 5 Conductors, 14 AWG	0

### **SCHEDULING OF WORK**

The Contractor shall assign an individual of the firm to serve as coordinator of the work.

### **EQUIPMENT**

Contractor shall utilize the existing traffic signal equipment system. Any modification to the existing system must be pre-approved by the City. If approved, all cost of such modification, and any cost of reversal of such modification, shall be the sole responsibility of the Contractor.

### **BASIS OF PAYMENT**

Payment shall be made on the basis of the unit price bid per quantity. Unit prices bid shall include all costs associated with providing equipment, components, traffic control, labor, permit fees and all other costs associated with the work.

Vouchers for payment shall be submitted on a monthly basis (no later than the 15<sup>th</sup> of each month), and shall include an itemized listing of each assembly name and quantity used.

END OF SECTION