



Michael M. Bessette
Superintendent

Date: Jan 7, 2026

NOTICE TO BIDDERS

The City of Plattsburgh, New York will receive sealed bids up until 2:00 pm January 29, 2026 at the City Clerk's Office, 41 City Hall Place, Plattsburgh, New York 12901, for **PAINT & PAVEMENT MARKINGS – CITY OF PLATTSBURGH STREETS & PROPERTIES.**

Bids shall be submitted in sealed envelopes addressed to:

City of Plattsburgh New York
City Clerk's Office
41 City Hall Place
Plattsburgh, New York 12910

Envelope shall be plainly marked:

Paint & Pavement Markings - City of Plattsburgh Streets & Properties
Contract No. DPW 2026-04

The City of Plattsburgh, New York reserves the right to reject any and /or all bids and to waive any and/or all informalities that do not affect the validity of the bid.

Michael Bessette

Superintendent of Public Works

Department of Public Works
215 Idaho Avenue, Plattsburgh, NY 12903

PAINT & PAVEMENT MARKINGS

CITY OF PLATTSBURGH STREETS & PROPERTIES

CONTRACT NO. DPW 2026-04

WENDELL K. HUGHES, MAYOR

CITY OF PLATTSBURGH

41 CITY HALL PLACE

PLATTSBURGH, NEW YORK 12901

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Department of Public Works

(518-563-1120)

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INFORMATION FOR BIDDERS

1.1 BID OPENING INFORMATION

Name: Paint & Pavement Markings- DPW 2026-04

Opening Date: January 29, 2026

Time: 2:00pm

Place: City of Plattsburgh

41 City Hall Place

Plattsburgh, New York 12901

1.2. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on prescribed forms. All blank spaces must be filled in, in ink or typewritten in figures where so indicated.
- B. Each proposal must be submitted in a sealed envelope and shall have clearly designated on the outside the name and address of the bidder, the name of the project and the contract for which proposal is submitted. Each proposal must be submitted to the City Clerk, 41 City Hall Place, Plattsburgh, New York 12901. Bids are to be submitted in an envelope and plainly marked, **PAINT & PAVEMENT MARKINGS for City of Plattsburgh Streets & Properties, Contract No. DPW 2026-04**

1.3 COPIES OF CONTRACT DOCUMENTS

- A. Copies of the contract documents may be obtained City of Plattsburgh Website

1.4 NON-COLLUSIVE BIDDING CERTIFICATE

- A. Each prime Bidder submitting a bid for any portion of the work contemplated by the bidding documents shall execute a non-collusive certificate as required by applicable New York State law, in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such certificate shall be attached to the bid. Failure of any bidder to abide by this provision shall be cause for rejection of their bid.

INFORMATION FOR BIDDERS, CONTINUED...

1.5 QUALIFICATION OF BIDDERS

- A. The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- B. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- C. The Owner requires the Bidder and/or the person he assigns or designates to perform work described in this contract to be qualified journeyman level in the trade of work being performed. If the worker does not demonstrate the necessary skill level required for the task, the owner may request they be replaced.

1.6. SUBCONTRACTOR

- A. NOT ALLOWED – The Bidder must have on their payroll the tradesmen they are bidding the rates for.

1.7. CONDITIONS OF WORK

This is an hourly rate contract for Misc. **Paint & Pavement Markings** on City of Plattsburgh Streets & Properties. The chosen contractor shall familiarize themselves with the work prior to the start of a job. (This will be done with an onsite walk-thru prior to the start of work.) It is the responsibility of the contractor to provide the necessary manpower and skill sets to complete the project. A general estimate may be requested by the owner for a project prior to the start of work utilizing the bid rates in this package. *This is only an estimate. Work will be billed at actual hours worked.

1.8 BASIS FOR AWARD

- A. Award will be made to responsible bidders as determined from the Bid Proposal and qualification statements
- B. The City of Plattsburgh reserves the right to reject any or all bids.

GENERAL CONDITIONS

2.1 CONTRACT AND CONTRACT DOCUMENTS

- A. The specifications and Addenda shall form part of Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, titles, headings, contained herein and in said documents are solely to facilitate reference to various provisions of the Contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.

2.2 DEFINITIONS

- A. "Contract" means the contract executed by the City of Plattsburgh and the Contractor.
- B. "Contractor" means the person, firm or corporation executing the agreement or the duly recognized assignee thereof, who will perform the work described in the drawings and specifications of the contract documents.
- C. "Sub-Contractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project, for and under separate contract or agreement with the Contractor.
- D. "Superintendent" means the Superintendent of Public Works, a duly authorized person representing the City of Plattsburgh.
- E. "Owner" shall mean the City of Plattsburgh. All contracts and agreements connected with the Owner shall be executed by the Mayor.

2.3 PERMITS AND INSPECTIONS

- A. The Owner shall take out, at his own expense, all necessary permits, and give all notices required by law or municipal ordinances and shall pay all charges incidental to the lawful execution of the work done under this contract.
- B. The Contractor shall schedule inspections of his work as may be required. Fees for inspections are the responsibility of the Owner

GENERAL CONDITIONS CONTINUED...

2.4 SAFETY AND HEALTH REGULATIONS

- A. In order to protect the lives and health of his/her employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours & Safety Standards Act, as amended, commonly known as the Construction Safety Act, as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The City has safety equipment available for use on electrical equipment and it will be the duty of the Contractor to see that they are used. Any City safety rules will also be abided by pertaining to any activity that the Contractor does while working on City equipment or at any City location.

2.5 WAGES

- A. The Contractor shall comply with all labor and wage requirements of the New York State Department of Labor. The Prevailing Wage Rate Schedule for this project is PRC # 2026000140, a copy of which is attached hereto and made part of this Specification. Corrections and/or updates may be viewed on the NYS Department of Labor website at www.labor.ny.gov under said number.

2.6 TIME OF CONTRACT

- A. The Contract period shall be for one (1) year, commencing on Notice of Award.

2.7 TERMINATION OF CONTRACT

- A. The owner shall have the right to terminate the Contract after ten (10) days written notice in the event:
1. The Contractor fails to perform under the terms of this Contract.
 2. The Contractor fails to proceed in a diligent and workmanlike manner as determined by the Superintendent

2.8 **PAYMENT**

- A. Payments shall be made on a monthly basis only. The Contractor shall be responsible to comply with all record keeping and cost account requirements of the Superintendent. The Contractor shall be paid only for work done in accordance with authorized Work Orders to be issued by the Superintendent. The Contractor shall keep daily time sheets on all work assignments which shall be reviewed and initialed at the end of each day by the Superintendent.

- B. Payment shall be made at the unit price bid times the number of hours worked as indicated by the approved time sheets. The unit price bid for hourly work shall include all costs for insurance, overhead, office keeping functions, equipment and tools customary to the trade and so on. Bid pricing for rate of pay is for the duration of the contract year.

- C. No work will be performed on designated holidays unless authorized by the Engineer in advance. In the case of an emergency, overtime shall only be payable upon authorization of the Superintendent or his designee. Overtime work of any nature shall need prior approval from the Superintendent or his designee.

INSURANCE REQUIRED OF OTHERS

CONTRACTORS

Construction, supply and service contractors who perform work, services, or supplies to the City on a regular basis are required to provide evidence of insurance as follows:

(A) GENERAL LIABILITY

Premises-Operational-Contractual BI/PD \$ 1,000,000
F.S.L./\$ 2,000,000 AGGREGATE

Completed Operations/Products BI/PD \$ 1,000,000
C.S.L./\$ 2,000,000 AGGREGATE

All policies must be on the COMPREHENSIVE FORM and the City of Plattsburgh is to be named as Additional Insured.

The X, C and U exclusions are to be eliminated if the contract involves certain types of work. If blasting is involved, the X exclusion is to be eliminated. If grading, excavating or pile driving work is involved, the C and U exclusions are to be eliminated.

(B) AUTOMOBILE LIABILITY -

Including owned, non-owned and hired vehicles -

Bodily Injury/Property Damage = \$1,000,000. C.S.L.

(C) WORKER'S COMPENSATION -

In addition to the normal New York statutory coverage that is required, an All States or New York endorsement is required from the Contractors domiciled in a state other than New York. Those Contractors that are domiciled in the monopolistic State Fund states of Nevada, North Dakota, Ohio, Washington, West Virginia and Wyoming are to provide a certificate directly from their respective State Fund rather than their agent or broker.

If a contract involves any work that requires an employee to enter the confines of the inter-state waters of Lake Champlain, the Worker's Compensation policy is to include a United States Longshoremen's and Harbor Worker's Compensation Act endorsement as part of their policy.

INSURANCE REQUIRED OF OTHERS CONTINUED...

(D) NEW YORK STATE DISABILITY BENEFITS -

Statutory coverage is required from all contractors regardless if they are domiciled in New York or in a state other than New York if they employ any individual who is a legal resident of the State of New York.

(E) GENERAL INFORMATION -

All Certificates of Insurance must be on the ACORD Form 25 or a comparable insurance company certificate and indicate 30 days written notice to the City should any of the described policies be canceled before the expiration dates. Certificates provided by the State Fund are permissible on their own form but must contain the 30 days written notice of cancellation.

Excess liability on the Umbrella Form noted on the Certificate can be combined with the general liability and automobile liability limits to satisfy the minimum limits that are required. If it is indicated that Excess Liability is on other than an Umbrella Form, the Certificate must indicate that the Excess Liability coverage is on a following-form basis.

During the transition to the "Simplified" General Liability format, the old forms will be permitted and no aggregate is required for other than Product Liability coverage. The aggregate limit for Product Liability on the old forms should equal or exceed the Products per occurrence limit. Any coverage using a claims-made format must be approved by the Insurance Analyst.

Certificates of insurance on the Acord Form 25 must be submitted with the formal bid proposal.

TECHNICAL SPECIFICATIONS

3.1 SCOPE

- A. The Contractor shall provide qualified tradesman to perform maintenance/repairs in city facilities as identified by the Superintendent or his designee.

3.2 MATERIALS

Any materials provide by the contractor for the project will be billed out at invoice cost plus contractors bid percentage for material markup. The owner at their discretion may provide materials for the work.

3.3 LOCATION OF WORK

The work sites shall include City Hall, City Court, DPW Buildings, City Police Department, Water Filtration Plant, Water Resource Recovery Facility, Fire Department Stations 1 and 2., City Parks, City Beach Building, City Gym

3.4 SAFETY STANDARDS

- A. The Contractor shall perform all work in accordance with the Occupational Safety and Health Standards of the U.S. Dept. of Labor. The Contractor shall also comply with all safety rules and practices established by the Superintendent.

3.5 ACCEPTANCE OF WORK

- B. The Superintendent shall review and approve all work done by the Contractor. If the Superintendent determines the work has not been done in accordance with generally accepted standards and practices, the Contractor shall re-do the work at no additional cost.
- C. The Superintendent shall review the time sheets and work assignments to ensure the Contractor progresses satisfactorily in performance of the work. If the Contractor fails to proceed in an efficient and timely manner, as determined by the Superintendent, the contract shall be subject to termination proceedings.

CITY OF PLATTSBURGH
41 CITY HALL PLACE
PLATTSBURGH, NEW YORK 12901

PAINT & PAVEMENT MARKINGS SERVICES

LABOR RATE BID PRICE SHEET

EMPLOYEE CATEGORY

HOURLY RATE ST

HOURLY RATE OT

Painter (Striping-Highway):

1. Striping-Machine Operator

2. Linerman Thermoplastic

3.

4.

5.

6.

7.

8.

* Hourly rates must include all applicable payroll burden and contractor mark-up

* MINIMUM HOURS CHARGE: _____ HRS

List Other Labor Categories you may offer.

CITY OF PLATTSBURGH
41 CITY HALL PLACE
PLATTSBURGH, NEW YORK 12901

PAINT & PAVEMENT MARKINGS SERVICES

MATERIAL COST MARK-UP

Cost mark-up on materials purchased by contractor for projects performed. It should be a single percentage for Overhead and Profit combined. The total cost billed will be invoice cost multiplied by this percentage.

BID: _____ %

*Material mark-up is only on materials purchased for project, and specialty tools that are approved for work by the Superintendent. (Specialty tools purchased for the project must be turned over to the owner at the end of the work.)

REFERENCES:

	<u>COMPANY</u>	<u>NAME OF CONTACT PERSON</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.				
2.				
3.				
4.				
5.				

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF _____)
COUNTY OF _____) **SS**

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____ the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Plattsburgh, or any person interested in the proposed Contract;
5. No official, officer, employee or agent of the City of Plattsburgh is directly or indirectly interested in the bid, or the work to which it related, or in any portion of the profits thereof; and,
6. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

Subscribed and Sworn to before me this

_____ day of _____

(NAME AND TITLE)

My Commission Expires _____

SIGNATURE PAGE

Company Name: _____

Address: _____

Telephone: _____ **Fax:** _____

Email: _____

Fed. I.D # : _____

Print Name & Title: _____

Signature: _____

REQUIRED BID SUBMITTAL:

1. Labor Rate Sheet
2. Equipment Rate Sheet
3. Material Cost Mark-Up
4. References
5. Signature Page
6. Non-Collusive Bidding Certification