

**TOWN
OF
CORTLANDT**

Department of Technical Services
Engineering Division
914 - 734 - 1060

Contract No. TE2010.03

INFORMATION FOR BIDDERS
GENERAL AND SPECIAL CONDITIONS
SPECIFICATIONS
PROPOSAL
CONTRACT AGREEMENT

for

CORTLANDT TOWN HALL LIGHTING UPGRADE

Sealed Bids shall be delivered before:

11:00 am (prevailing time), October 22, 2010

to:

**Town Clerk's Office
Town Hall
1 Heady Street
Cortlandt Manor, NY 10567**

booklet no ____

Information for Bidders

1 SCOPE OF WORK

The work required under this Contract consists of furnishing all supervision, labor and personnel, material, equipment and ancillary support necessary to complete the work described within these specifications and/or drawings.

In general, the work consists of, but is not limited to, furnishing and installing new electrical and lighting upgrades for the Town of Cortlandt Town Hall Building. The project will consist of changing of the ballast of 15 types of fixtures, type A through O, and the lamps where applicable. The project also involves replacing the lighting controls with ceiling mount occupancy sensors, wall mount occupancy sensors, and photocells in several rooms.

It is not intended that this description be all inclusive of each and every item required, but rather serve as information illustrating the general scope and nature of work for the convenience of the Bidders.

2 FORM OF PROPOSAL

Sealed Bids shall be received and publicly opened and read aloud in the Town Clerk's Office of the Town of Cortlandt, Town Hall, 1 Heady Street, Cortlandt Manor, NY 10567 at:

11:00 am (prevailing time), October 22, 2010

Bids shall be submitted in a sealed envelope with the Bidder's name printed on the outside and marked:

**“CORTLANDT TOWN HALL LIGHTING UPGRADE”
Contract TE2010.03**

A bon-fide Bid shall consist of the submission of this Contract Specification booklet intact with the following pages or forms properly executed:

- A Bid Addenda and Addenda Acknowledgment (if any)
- B Bid Security
- C Non-Collusion Affidavit
- D Proposal
- E Proposal Unit Price Schedule (not applicable)
- F Contractor's Reference List
- G Contractor's Equipment List
- H Contractor's Current Job Commitment List

Any deviation from these provisions may result in the disqualification of the Bid.

3 BIDDER'S ACCEPTANCE

The submission of a Bid shall constitute the Bidder's full acceptance of the terms and conditions set forth in the Contract Documents (Contract Specification Booklet and accompanying Drawings), as well as acknowledgment of the **Bidder's personal examination of the Project Site**; and further, represent the Bidder's willingness to enter into Contract with the Town of Cortlandt. No Bidder may withdraw his Bid within forty-five (45) days of the Bid Opening.

4 BID ACCEPTANCE

The Town of Cortlandt reserves the right to reject any and all Bids, to waive any informalities therein, or to award the Contract to any Bidder if deemed to be in the best interest of the Town to do so.

Bidders should note that the contract documents list a letter of credit as performance security as required under Chapter 237 of the Town Code. However, successful low bidders have indicated that providing a letter of credit as performance security represents a hardship. It has become customary for the Town Board to grant a variance under Section 237-5 of the Town Code allowing performance bonds and labor and material payment bonds to be accepted in lieu of a letter of credit.

5 PRE - BID CONFERENCE

A **non-mandatory** pre-bid conference will be held for Bidders on October 14, 2010 at 11:00 am at the office of the Director of Technical Services, Town Hall, 1 Heady Street, Cortlandt Manor, NY 10567, for the purpose of reviewing, clarifying and emphasizing Contract Document requirements as well as answering pertinent questions regarding the Project.

6 QUALIFICATIONS OF CONTRACTORS

All work shall be done by a Contractor who has the necessary facilities, plant and equipment in good working order, a competent organization and *special experience* in work of a *similar type* to that specified herein. Each Contractor shall furnish upon request a list of representative clients for whom he has satisfactorily completed work of a *similar nature and comparable size* to those specified in this Contract and which have been time tested for a minimum of three (3) years.

No Bid will be accepted from any Contractor who has not been engaged in the respective trade for at least five (5) years.

Addenda Acknowledgment

Should Addenda to this Contract be issued the undersigned Bidder hereby acknowledges the receipt of such Addenda, **if issued**; and further, acknowledges that he has read and understood the content of said Addenda.

ADDENDUM NO. ONE : _____ Bidder's signature _____ date

ADDENDUM NO. TWO : _____ Bidder's signature _____ date

ADDENDUM NO. THREE : _____ Bidder's signature _____ date

Non-Collusion Affidavit

State of New York)
) ss:
County of Westchester)

_____ 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 said Bid;
- (3) Said 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 in interest, including this affidavit, 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 of 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 Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Cortlandt.
- (5) 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.

/s/ _____
Signature and Title

Subscribed and sworn to before me
this _____ day of _____, 201_

Notary Public

Contractor's Reference List

List at least three (3) in each category. Telephone numbers and addresses must be included.

Name	Address	Telephone
Client Or Owner		
Engineer		
Bank		
Material Supplier		

Contractor's Staff and Equipment List

List key personnel that might be used in the execution of this Contract:

Name	Trade/Profession
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List and describe equipment that might be used in the work of this Contract:

Quantity	Name - Size / Type - Use	Own, Rent or Lease ? (circle one)
_____	_____	O R L
_____	_____	O R L
_____	_____	O R L
_____	_____	O R L
_____	_____	O R L
_____	_____	O R L
_____	_____	O R L
_____	_____	O R L

Contractor's Job Commitments

Contractor's Current Job Commitments

List current job commitments - incl. Owner or Engineer's telephone no.:

Project - name/location	Owner	Engineer	Bid Amt	% complete

Proposal

TO Supervisor and Town Board
Town of Cortlandt
Town Hall
1 Heady Street
Cortlandt Manor, NY 10567

In compliance with your invitation for Bids and with the terms and provisions of the Contract Documents the undersigned hereby proposes to furnish all the specified goods, materials, labor, services and equipment necessary to perform and complete the work of

**“CORTLANDT TOWN HALL LIGHTING UPGRADE”
Contract TE2010.03**

for the LUMP SUM price set forth in this Proposal:

The **TOTAL LUMP SUM BID** is
Fifteen Thousand Five Hundred
(amount written in words)

\$15,500.00

On the acceptance of this Proposal for said work, the undersigned will execute the Contract Agreement and Hold Harmless Statement in accordance with the Contract Documents and Bid as accepted, and provide an Insurance Certificate attesting to appropriate coverage.

The Bidder further agrees, if awarded the Contract, to commence work upon receiving written notice to proceed and to pursue the work continuously in accordance with the drawing, specifications and addenda, if any, until the work is complete.

_____	_____	Corporate Seal here
Bidder	Fed. Emp. ID No	
_____	_____	
address	telephone no.	
_____	_____	
/s/ _____	Subscribed and sworn to	
Signature, Title	before me this ____ day of	
date	_____, 201__	
_____	_____	
printed name	Notary Public	

Contract Agreement

This AGREEMENT made and entered into, in quintuplicate, the ____ day of _____ 201_, by and between the **TOWN OF CORTLANDT**, hereinafter referred to as the **Owner**, and **Zulla Electric, Inc. 3 Frances Drive East, Montrose, NY 10548**, hereinafter referred to as the **Contractor**.

WITNESSETH:

That the **Contractor**, in consideration of covenants, agreements, and payment of the Contract sum of:

\$15,500.00

to be performed by the **Owner**, hereby covenants and agrees to perform the work and to furnish all labor, tools, materials, equipment, supplies, services, accessories and appurtenances, including the manufacture and delivery of same, as required by the terms and conditions of the attached Contract Documents for:

**“CORTLANDT TOWN HALL LIGHTING UPGRADE”
Contract TE2010.03**

In accordance with, and pursuant to the body of instructions, directions and requirements contained within this volume are hereto attached, submitted and hereby declared and accepted as a part of this AGREEMENT as fully as if set forth herein.

The **Contractor** agrees to indemnify and save harmless the **Owner** from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of two (2) years after Final Acceptance by the **Owner**.

The **Contractor** agrees to accept as full payment hereunder the amounts specified in the Proposal, and the Owner agrees to make payments at the times and in the manner and upon the terms and conditions specified within this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the date first above written.

The CONTRACTOR by _____ seal
signature, title

TOWN OF CORTLANDT _____ seal
Supervisor

APPROVED AS TO FORM _____
Town Attorney

Contractor's Acknowledgment

By Principal, unless it be a Corporation:

State of New York)
) ss:
County of Westchester)

On this _____ day of _____, 201_, personally came _____
to me known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged that _he executed the same.

Notary Public

By Principal, if a Corporation

State of New York)
) ss:
County of Westchester)

On this ____ day of _____, 201_, before me personally
came _____
to me known, who being by me duly sworn, did depose and say that he resides
in _____; that he is the _____ of the _____ affixed
by order of the Board of Directors of said corporation, and that he signed his name thereto by like
order.

Notary Public

Acknowledgment of the Supervisor of the Town of Cortlandt

State of New York)
) ss.:
County of Westchester)

On this _____ day of _____ 201__

before me personally came **Linda D. Puglisi** to me known, who, being duly sworn, did depose and say that she resides in the Town of Cortlandt, County of Westchester, and State of New York; that she is the duly qualified, elected, and acting Supervisor of the Town of Cortlandt, the municipal corporation described in, and which executed the foregoing instruments; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal and it was so affixed by virtue of **Resolution** _____ adopted by the Town Board of the Town of Cortlandt, and that she signed her name thereto by like order and resolution.

Sworn to before me this
_____ day of _____ 201__

Notary Public

Certified Award Resolution

(to be inserted after Contract is Awarded)

Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

BENEFICIARY: Town of Cortlandt
Town Hall
1 Heady Street
Cortlandt Manor, New York 10567

APPLICANT: Name and address in full

(if a corporation, State of incorporation and principal place of business)

AMOUNT: _____
(Amount written in words and numbers)

EXPIRATION DATE: One hundred twenty (120) days after the date of Final Payment.

BY ORDER OF OUR CLIENT, (name of applicant), we hereby establish this **Irrevocable Standby Letter of Credit No. _____**) in your favor for an amount of \$_____, effective immediately and expiring at the offices of (*name and address of bank*) on the **Expiration Date**.

Funds under this Standby Letter of Credit are available to you against your sight draft in form attached as Schedule A hereto purportedly signed by the Town Supervisor or his written designee, drawn on us, bearing the clause "Drawn under Standby Letter of Credit No. _____ when accompanied by your affidavit purportedly signed by the Town Supervisor or his written designee, reading as follows:

This amount is to insure the completion of all work provided for in the bid specifications and contract herein in accordance with the standards therein.

This Standby Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any documents or instruments not referred to herein.

We hereby agree with you that drafts and documents presented to us in person or by mail at (address) or at any branch of the issuer in strict compliance with the terms and conditions of this credit will be duly honored by us.

Partial drawings are not permitted.

All drafts drawn under this Letter of Credit must be marked "Drawn under Standby Letter of Credit No. _____ dated _____ 201_.

This Letter of Credit is "subject to The Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400", except as otherwise herein stated.

Cash in Lieu of Bond / Bonds

The Contractor has offered certified check in the amount of

in lieu of performance and payment security required under Section 31 of the General Conditions, and the Town has accepted this offer.

These certified checks are to be deposited in an appropriate Town account and serve as a cash deposit by the Contractor. The Town will return the full sum (without interest) upon the successful completion of the contract to the satisfaction of the Director of Technical Services. If, for any reason, the Contractor shall fail to complete the work to the satisfaction of the Director of Technical Services, he shall have the work completed by Town forces or an independent contractor and deduct the cost of completion from the cash deposit before any monies are returned to the Contractor.

ACKNOWLEDGMENT BY CONTRACTOR:

signature

title date

ACKNOWLEDGMENT BY TOWN:

signature

title date

Insurance Certificate

(to be inserted after Contract is Awarded)

Hold Harmless Statement

The **Contractor** shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, the Town of Cortlandt, the Town Director of Technical Services, and their employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act of omission of the **Contractor** or his employees or agents, and whether or not any active or passive or concurrent negligent act or omission by the Town of Cortlandt, the Director of Technical Services, or any of their employees, officers, or agents may have directly or indirectly caused or contributed thereto.

bidder:

/s/ _____
Signature, Title, and date

Subscribed and sworn to
before me this ____ day of
_____ 201__

Printed Name

Notary Public

General Conditions

1 DEFINITIONS

The **Owner** mentioned in the General Conditions and all Specifications is the **Town of Cortlandt**, and is described as the party of the first part in the agreement. The **Contractor** is that individual, partnership, or corporation named as the party of the second part in the agreement.

The **Engineer** is the **Director of Technical Services of the Town of Cortlandt** and/or his duly authorized assistants, representatives or agents.

The **Design Professional** is the **NYS Registered Professional Engineer, Registered Architect, or Registered Landscape Architect** whose signature and seal are affixed to the plans and shall be known as the **Engineer** or **Architect of Record**.

The **Design Professional** for this contract is: **Nicholas L. Guglielminetti, PE, NLG Engineering**, 3062 Route 9W, Suite 500, New Windsor, NY 12553. (Tele: 845-562-7005)

The term "**work**" of the Contractor includes all labor, materials, equipment, transportation, and all other facilities necessary to complete the contract.

The words "**plans**" and "**drawings**" are used synonymously in this Contract.

2 INTENT AND CORRELATION OF DOCUMENTS

The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor and materials except that which is specially designated to be supplied by others, all tools and equipment and everything else necessary for the proper execution of the work, and should any work or material be not denoted in the Contract, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same is to be implied and required, and shall perform all work and furnish any such materials as fully as if they were particularly delineated or described.

It is specifically understood that in general figured dimensions are in all cases to be taken in preference to scaled dimensions from the drawings.

Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

3 DETAIL DRAWINGS AND INSTRUCTIONS

The Design Engineer will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferred therefrom.

4 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the character, quality and quantity of the materials to be encountered, and all other matters which can in any way affect the work under this contract.

5 AUTHORITY OF ENGINEER

The Contractor shall inspect and monitor all work included in this Contract. The Engineer (Inspector) shall have power to determine, in all cases, the amount, quality, fitness and acceptability of the several kinds of work and materials which are to be paid for hereunder. The need for repair and the type of repair needed will be as determined by the Engineer.

The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor, and his decisions thereon shall be final and conclusive. Such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any payments hereunder.

6 WAIVER OF OBLIGATIONS

No assistant Engineer or inspector shall have any power to waive any of the conditions or obligations of this Contract.

7 ALTERATIONS

The Engineer shall have the right to alter and modify the Plans and Specifications in any particular, thus making specific changes in connection with the construction, details or execution of the work. The Contractor shall make such alterations as may be ordered by the Engineer and in case they diminish the quantity of work to be done, they shall not constitute a claim for damages or anticipated profit on the work omitted; if they increase the amount of work, such increase shall be paid for according to the quantity actually done at the unit price for each class of work, as named in the Contract.

8 EXTRA WORK

When directed in writing by the Engineer, the Contractor shall furnish material and do extra work not otherwise provided for by the terms of this Contract, but which may be connected with or necessary to the proper completion of the work. Such material and work shall be furnished and done as part of this Contract and subject to its provisions. The payment for any such extra work shall be determined by the Engineer and the Contractor as a lump sum price, or on the basis of the actual cost of labor, materials and equipment furnished by the Contractor plus fifteen (15) percent for overhead and profit.

No claim for any extra work will be allowed unless accompanied by a written order by the Engineer authorizing such extra work and defining agreed basis of payment.

The Contractor shall, before the tenth day of such month, file with the Engineer, in writing, all claims for extra work performed during the previous calendar month. If he shall fail to make such claim before such day, his rights to extra pay for such extra work shall be deemed to have been waived and forfeited, and he shall not be entitled to any payment on account of such extra work.

9 MATERIALS AND WORKMANSHIP

All materials shall be the best of the kind specified and must be satisfactory to the Engineer. All workmanship shall be first class in every respect.

10 INSPECTION OF WORK

The Engineer or Design Engineer shall at all times have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that such materials are being manufactured strictly in accordance with the Plans and Specifications. The Contractor shall furnish for the test such samples of materials as the Engineer may require, at least ten (10) days prior to the time it is to be used.

11 DEFECTIVE WORK OR MATERIAL

Work or materials not in accordance with the Plans and Specifications, or in any way defective, shall be removed on order of the Engineer and replaced or rebuilt with satisfactory materials and the work done in a satisfactory manner.

No work shall be accepted prior to the final completion of the whole; and inspection during construction, or part payment for work or materials shall not imply any acceptance of the same.

12 SUPERINTENDENCE

The Contractor shall keep on the work during its progress at least one competent English speaking superintendent who shall be satisfactory to the Engineer. He shall supervise and direct the work for the Contractor, employing his best skill and attention. He shall be fully authorized to represent the Contractor and to receive and carry out such orders as may be given by the Engineer for the proper continuance of the work. Orders so transmitted shall be considered as given by the Contractor.

13 CONTROL SURVEYS AND PRESERVATION OF STAKES

The Contractor shall be fully responsible for the establishment & preservation of all horizontal and vertical survey control required for this project. The Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and excavations. The Contractor shall establish and maintain horizontal and vertical survey control until Final Acceptance of the Project.

Copies of all field notes, sections, plotting and record drawings shall be furnished to the Engineer upon demand.

14 SAFETY PRECAUTIONS

Reasonable precautions shall at all times be exercised for the safety of all employees and visitors to the project site. All Federal, State and Municipal safety laws including all applicable OSHA regulations/requirements shall be observed. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction of the Associated General Contractors of America unless and to the extent that such provisions are incompatible with regulations of Federal, State or Municipal Laws.

15 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall protect and support all water, sewer, gas and other pipes and conduits, telephone, telegraph or electric power lines, all railway and street railway tracks, pavements, building walls, fences or other properties, public or private, which are liable to be damaged during the execution of this work.

In the event that any damage or injury to any property as a result of the work under this Contract, he shall promptly repair the same at his own expense. He shall take all reasonable and proper precautions to protect persons, animals and vehicles of the public from injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation or other unsafe place, and place a sufficient number of red lights about the work and keep them burning from twilight until sunrise, and shall employ one or more watchmen as an additional security wherever needed. He must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, and other utility appurtenances free from encumbrance.

The Contractor is hereby reminded of his obligation to contact the Underground Facilities Protective Organization (1-800-962-7962) or (1-800-245-2828) and comply with all laws, rules and regulations relative to same.

16 COMPLIANCE WITH LAWS

The Contractor shall conduct his work in compliance with all laws of the State of New York and all ordinances or regulations of the Municipality or Municipalities within whose boundaries the work is carried out.

17 INSURANCE

The Contractor shall protect all parts of the work from loss by theft, fire or otherwise and shall assume all risks or damages to the same, either by lightning, fire, wind, theft or from any other causes, until completion and final acceptance of the work.

18 ASSUMPTION OF LIABILITY

The Contractor shall save harmless the Owner from all claims and demands of every nature growing out of the performance of this Contract, including personal injuries received either by workmen employed by the Contractor, or any other person, injured therein or thereby, and all property damage. In the event that any such claim of suit has been liquidated either through settlement or judgement, the Contractor shall indemnify the Owner for the full amount thereof, including all costs incurred by the Owner.

So much of any money due the Contractor as shall be considered necessary by the Engineer may be retained by the Owner until all claims or suits hereinbefore mentioned shall have been settled and evidence to that effect furnished to the Engineer.

19 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out and maintain during the life of the Contract, Public Liability and Property Damage Insurance to protect him and/or any Subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be in an amount not less than three million dollars (\$3,000,000) for injuries, including accidental death to any one person, for each occurrence.

*The Town of Cortlandt shall be named as an **Additional Insured**. The Contractor shall provide evidence that the insurance policy has been endorsed accordingly - in a form acceptable to and approved by the Town Attorney.*

20 CONTRACTOR'S AUTO LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor's General Liability and Auto Liability insurance coverage for Bodily Injury and Property Damage to be in effect during the life of this Contract shall be not less than three million dollars (\$3,000,000) for each occurrence. The Contractor shall furnish a current Certificate of Insurance to the Town prior to commencement of any work on the project premises.

The Contractor shall require all subcontractors to provide this same insurance coverage.

21 COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees at the site of the project; and, in case any work is sublet, to provide Worker's 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 engaged in hazardous work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide employer's liability insurance for the protection of his employees not otherwise protected. The Contractor must submit one of the following to comply with the provisions of the Worker's Compensation Law: CE-200, C-105.2, U-26.3, SI-12 or GSI-105.2. The Contractor must submit one of the following to comply with the Disability Benefits Law: CE-200, DB-120.1 or DB-155.

22 PAY FOR LABOR AND MATERIAL

The Contractor shall pay for all labor and material furnished by him in the performance of this Contract. Before final payment, if evidence is produced that the Contractor has failed to pay for such labor employed by him on the work or for such material furnished by him and used therein, the Owner may withhold any payments until he shall be satisfied that all such claims for labor and material are paid.

23 PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits and/or claims for infringements for any patent rights and shall indemnify and save the Owner harmless from any loss on account thereof.

24 ASSIGNMENT OF CONTRACT

The Contractor will not assign this Contract nor sublet it as a whole without the written consent of the Owner.

25 SUBCONTRACTORS

The Contractor shall, as soon as practicable after the execution of the Contract notify the Engineer in writing of the names of any sub-contractors proposed for the work. He shall not employ any subcontractors that the Engineer may object to as incompetent, unfit, or involved in litigation with the Town.

The Contractor shall obtain the written approval of the Engineer for each and every subcontractor prior to the commencement of any work by said subcontractor(s). The Contractor shall be fully responsible to the Owner for the acts or omissions of his subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

26 COMMENCEMENT OF WORK

The Contractor shall commence work at such points as the Engineer may direct and shall conform to his directions as to the order of time in which the different parts of the work shall be done.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required by these general conditions or any other portion of the Contract Documents, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required before commencing any work.

27 PROSECUTION OF THE WORK

The work embraced in this Contract shall commence at once or within ten (10) days after written notice so to do shall have been given to the Contractor by the Engineer and carried on regularly and uninterruptedly thereafter unless the Engineer shall otherwise, in writing, especially direct.

28 DELAYS

The Contractor shall **not** be entitled to any claims for damages for hindrance or delay, **from any cause whatsoever**, in the progress of the work or any portion thereof.

29 PROGRESS PAYMENTS

The Contractor must submit a claim within the first ten (10) days of each month for work performed the previous month in accordance with the provisions of the Contract. ***All claims shall be submitted using forms based on American Institute of Architects (AIA) forms G702 and G703 provided by the Town of Cortlandt Department of Technical Services. All claims shall be accompanied by a certified payroll report using NYS Department of Labor form PW12 (03-07) included as Appendix C.***

Provided the claim is verified and approved by the Engineer, the Contractor will receive payment within sixty (60) days of said verification and approval by the Engineer.

Partial payment will only be made on quantities of materials in place and no payments will be made on quantities of materials delivered but not installed, unless there is a particular item in the proposal for this type of "work".

From the total of these estimates will be deducted an amount equal to five (5) percent of the whole. This sum will be retained until the work is virtually complete - at which time the owner will release all monies earned under the contract less twice the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

The monthly estimates are approximate only and are subject to adjustment in subsequent estimates.

This project is a LUMP SUM CONTRACT. The Contractor shall submit a proposed **SCHEDULE OF VALUES** for the Engineer's approval at least twenty (20) days prior to the first progress payment. The **SCHEDULE OF VALUES** is an itemized breakdown of the Lump Sum Contract amount that establishes the value or cost of each significantly distinct part of the Work. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during construction.

30 GUARANTEES

The Contractor guarantees all work constructed or performed against defects in material or workmanship for a period of two (2) years from the date of approved acceptance of the work performed under this Contract. He shall bear the entire expense and cost of all repairs which may, from any imperfection in work or material, become necessary within that time.

If, at any time within the period of guarantee, as defined in the Specifications, any of the work included in the maintenance guarantee shall in the judgment of the Engineer require any repair or reconstruction, he shall notify the Contractor to make the repairs required. Upon receipt of such notice, the Contractor shall proceed with such repairs and shall complete the same within a reasonable time.

If the Contractor shall neglect or fail to proceed within ten (10) days with such repairs or if in the judgment of the Engineer the required repairs do not admit of sufficient delay to issue said notice and to await the action of the Contractor, then the Owner shall have the right to cause such repairs to be made in such manner as they shall deem best; and the whole cost thereof shall be paid from the amount retained by the Owner as a guarantee for the faithful performance of the Contract; and, if he neglects or refuses so to do, it shall be paid by his

surety. The liability of the bond given to secure the faithful performance of the Contract shall continue during the full guarantee period.

At the expiration of the guarantee period, the Contractor and his surety shall be released from further obligation under this Contract, provided that the Engineer shall certify to the Owner that the work embraced in this Contract is in good and proper condition at the time; and, provided further, that it shall be the duty of the Contractor to notify the Engineer in writing within thirty (30) days prior to the expiration of the guarantee period to make a final inspection of the work. Unless the Contractor shall furnish such notice, the obligation to maintain the said work in proper condition shall continue in force until such notice shall have been issued as above provided. If the end of the guarantee period shall fall between December First and April Thirtieth, then such period shall not be considered as expired until May First following, and the thirty (30) days' notice must be served upon the Engineer the month preceding that date.

31 IRREVOCABLE STANDBY LETTER OF CREDIT

The Contractor shall furnish an Irrevocable Standby Letter of Credit in the amount of one hundred (100) percent of the Contract Sum as security for the faithful performance of the Contract and the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract.

This instrument shall be executed on the form included within the Contract Documents and must be approved as to form by the Town Attorney.

The expiration date of this instrument shall be not less than one hundred twenty (120) days after the date of Final Payment.

Upon application showing hardship by the Contractor, the Town may, after due deliberation and consideration, accept alternate forms of performance and payment security, provided such alternate forms are no less protective of the Town's interests.

32 MAINTENANCE SECURITY

The Contractor shall furnish Maintenance Security in the amount of not less than fifty percent (50%) of the total amount earned under this Contract as security for the guarantees hereinafter specified. This Maintenance Security shall remain in full force and effect for a period of two (2) years from the date of Final Acceptance or throughout the full guarantee period, whichever is longest.

All Bonds furnished must be approved by the Town of Cortlandt as to form and same must be written by a surety holding a current certificate of qualification in New York State; and said surety must have sufficient assets exceeding liabilities as to afford proper protection to the Town of Cortlandt.

33 WATER USE

See Special Conditions Section 7.

34 FINAL CLEANING UP

Upon completion of the work and before acceptance of the project, the Contractor, at his own expense, shall clean the project grounds occupied or used by him in connection with the work and leave same in a neat and presentable condition. Only such surplus materials as are expressly reserved by the Engineer may remain on the project site.

The Contractor, at his expense and in an acceptable manner, shall restore, or settle for, all property, both public and private, which has been damaged by him during the prosecution of the work.

35 PERMITS AND FEES

All permits and licenses of a temporary nature or permanent nature (building permits, construction permits on State and County Highways, etc.), shall be secured and paid for by the Contractor.

36 COMPLIANCE WITH SPECIFICATIONS

Each and every Contractor and/or Subcontractor shall comply with all sections of the specifications as far as they pertain directly or indirectly to their Contract. Any flagrant disregard of the Specifications will therefore constitute just cause for termination of the Contract and payment of any just claims incurring therefrom.

37 ERRORS AND OMISSIONS

If the Contractor discovers any error or omission in the Contract Drawings or Specifications or in the work undertaken and performed by him, he shall immediately notify the Engineer and the latter shall promptly verify and correct same. If, knowing of such error or omission and prior to correction thereof, the Contractor proceeds with any work affected thereby, he shall do so at his own risk and the work so done shall not be considered as work done under the Contract and in performance thereof unless and until approved and accepted by the Engineer.

38 SUBSTITUTION CLAUSE

Wherever in the Plans and Specifications, any item of equipment or material is designated by reference to a particular brand, manufacturer, trade name, it is understood that an approved equal product, acceptable to the Engineer, may be substituted by the Contractor.

39 TIME OF COMPLETION

The Contractor shall assure by diligent, timely and uninterrupted work, completion to the satisfaction of the Director of Technical Services within 90 calendar days from the date of the Notice to Commence work.

40 NO WAIVER OF LEGAL RIGHTS

Neither acceptance of, nor payments for the work, or any part of the work, nor any extension of time, nor any possession taken by the Town of Cortlandt shall operate as waiver of any portion of the Contract, nor shall a waiver of any breach of the Contract be held to be waiver of any other or subsequent breach.

41 PROGRESS SCHEDULE

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Engineer's approval a proposed progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Engineer's approval.

42 DRAWINGS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain at the site for the Engineer one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, change Orders and other Modifications in good order and marked to record all changes made during construction, shall be delivered to the Engineer upon completion of the Work.

43 DAILY REPORTS

Daily reports, submitted on forms prepared by the Engineer, shall be delivered to the Engineer by 12:00 Noon the following day. The daily reports will include but will not be limited to:

- A. Manpower distribution - labor and supervisory breakdowns
- B. Material deliveries and substantiation (delivery tickets)
- C. Work performed (key to job, e.g.: identify "station", etc.)
- D. Deviations from contract - claims for extras, substitutions, deducts, etc.
- E. Key to progress schedule
- F. Weather, as it affects the job
- G. Job meetings, conferences, or visits to site by labor and/or material representatives
- H. Accidents or related occurrences
- I. Delays - cause and duration
- J. Any other pertinent events of the day

44 MUTUAL RESPONSIBILITY OF CONTRACTORS

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute an acceptance of the other contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, see Section 18.

45 SHOP DRAWINGS AND SAMPLES

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the work.

Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.

The Contractor review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all shop drawings and samples required by the contract documents or subsequently by the Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified, or as the Engineer may require. At the time of submission the Contractor shall inform the Engineer in writing of any deviation in the shop drawings or samples from the requirements of the contract documents.

By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

The Engineer will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the contract documents. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall the Engineer's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples.

46 UNCOVERING AND CORRECTION OF WORK

If any work should be covered contrary to the request of the Engineer, it must, if required by the Engineer be uncovered for his observation and replaced, at the Contractor's expense.

If any other work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the contract

documents, the cost* of uncovering and replacement shall be charged to the Owner. If such work be found not in accordance with the contract documents, the cost shall be charged to the Contractor.

The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the contract documents. The Contractor shall bear all cost (*contractor's actual expense without markup or profit*) of correcting such rejected work, including the cost of the Engineer's additional services thereby made necessary.

All such defective or non-conforming work shall be removed from the site.

The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

If the Contractor fails to correct such defective or non-conforming work, the Owner may correct it in accordance with Sec. 30.

If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

47 PRE - CONSTRUCTION CONFERENCE

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the Owner's representatives, the Engineer and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

The Contractor shall submit to the Director of Technical Services and Director of Environmental Services a proposed schedule for maintaining, protecting and regulating traffic, showing chronologically and in detail the sequence and methods that will be followed. In the event the Contractor desires to use traffic control devices other than those specified, he shall submit his request with samples or detailed sketches and descriptions of the proposed devices, for approval by the Engineer.

48 PRESERVATION OF NATURAL FEATURES

The Contractor shall exercise the utmost care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his own vehicles and those of his workmen. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees within and bordering on the contract limits. As may be required, at his own expense the

Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

49 USE OF EXPLOSIVES

Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of New York and the local municipalities involved, and following the safety recommendations contained in the latest edition of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., and the latest editions of the pamphlets published by the Institute of Makers of explosives entitled, "Do's and Don'ts - Instructions and warnings in Using, Transporting, Handling and Storing Explosives" and "Safety in the Handling and Use of Explosives".

The Contractor shall limit all blasting operations to a minimum and shall notify the Engineer and local municipal authorities at least seventy-two hours in advance of all such operations. No blasting of any kind shall be done during other than normal working hours on normal working days, unless permission is first secured from the Engineer and from local municipal authorities. The Contractor shall protect the traveling public from all damage to person and property and shall be responsible for damage to pipe lines, conduits, cables and any other surface or subsurface lines or structures that may be encountered, and for damage caused by blast shocks or debris.

The Contractor shall utilize only thoroughly trained and experienced men in all blasting operations, and blasting crews shall be held to the minimum consistent with efficient operation. They shall be thoroughly familiar with all recommended safety practices and shall be adequately supervised to insure that they adhere to those practices. No person under eighteen years of age shall be permitted to handle, use or be near explosives.

In accordance with the New York State Penal Law, Section 1918 as amended, the Contractor or his subcontractor shall not discharge explosives in the ground unless written notice is first given seventy-two hours in advance to the person, corporation or municipality engaged in the distribution of combustible gas in the area. He shall further ascertain if there are any gas lines within a radius of two hundred feet from the point of discharge which are being maintained by a person, corporation or municipality other than the person, corporation or municipality servicing the territory. If there are, he shall give written notice seventy-two hours in advance to those parties. Thereafter the work shall be performed in such manner as to avoid damages to any pipe conveying combustible gas.

In any emergency, if explosives must be discharged in order to protect persons from immediate and substantial danger of death or serious personal injury, the seventy-two hour notice requirements of this article will be waived, provided the Engineer, the concerned persons, corporations or municipalities are notified as soon as reasonably possible before any such discharge is undertaken.

50 WORK DURING OFF-HOURS, WEEKENDS AND HOLIDAYS

Under no conditions shall the Contractor work during Town of Cortlandt off-hours, or on a weekend, or on a Town recognized holiday without the prior knowledge and consent of the Engineer.

When permission is granted the Contractor shall assume the risk that Town Highway and Water personnel may not be available as backup in an emergency, and the Contractor agrees to make immediate restoration for any services to the public inadvertently interrupted by his actions at his own expense without the Town's assistance.

Furthermore, the Contractor shall agree to directly reimburse the Town for the pay due to any individual or individuals assigned to work overtime to assist the Contractor or inspect his work during off-hours, weekends, and holidays, if such work is scheduled solely for the Contractor's convenience.

Town recognized holidays are New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

51 LIEN RELEASE

Prior to receiving Final Payment the Contractor must provide a Lien Release covering any and all claims against the Town of Cortlandt arising from this Contract. This Lien Release must be in a form acceptable and approved by the Town Attorney.

52 CONFLICT OF PROVISIONS

Provisions of the Specifications shall supersede provisions of the General and Special Conditions where they are found to be in conflict.

Anything shown on the Drawing and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawing shall have the same effect as if shown or mentioned respectively in both.

In case of any conflict or inconsistency between the Drawing and the Specifications, the matter shall be submitted by the Contractor to the Director of Technical Services, whose decision thereon shall be conclusive and binding on the Contractor; it being understood and agreed that the more stringent interpretation was made by the Contractor in the preparation and submission of his Bid.

53 ARCHAEOLOGICAL/HISTORICAL FINDINGS

Whenever, during the course of construction, historical objects are encountered, such objects shall not be moved or destroyed. Work shall be stopped and re-scheduled to avoid disturbing such areas and the Engineer shall be notified immediately. The Engineer will then contact the NYS Office of Parks, Recreation and Historical Preservation, who will issue instructional procedures which will govern continuation of work in the affected area.

54 PROJECT COMPLETION

After a punch list is sent to the Contractor, he shall complete all work within thirty (30) days from the date of the list. This shall include all unfinished work, testing and adjusting all systems; providing all test reports; instructions to Owner, maintenance manuals; certificates of approval and completion; and warranties.

55 FINAL ACCEPTANCE

Final Acceptance of the Work of this contract shall require a certified Letter of Final Acceptance (LFA) written to the Contractor by the Engineer.

The *LFA* shall not be issued by the Engineer until he is fully satisfied that **ALL** construction obligations of the Contractor under this Contract have been met in full.

END OF GENERAL CONDITIONS

Special Conditions

1 SALES TAX

The Town of Cortlandt is exempt from the payment of New York Sales Tax.

2 WAGE RATES

This Contract is subject to the prevailing wage rates in effect during the Contract Period as determined by the New York State Department of Labor.

3 DELIVERY OF MATERIALS

The Contractor shall make his own arrangement for the receipt of materials delivered to the construction site. No representative of the Town will accept any materials ordered by the Contractor.

4 STORAGE

Acquisition of storage and staging areas will be the responsibility of the Contractor. It is agreed and understood that the Town will not be liable for the loss or unauthorized use of materials, equipment, storage containers, tools or other property of the Contractor or his workmen.

5 PROTECTION OF BUILDINGS, CONTENTS AND SURROUNDINGS

The Contractor shall protect all adjacent or adjoining work, buildings, shrubbery, windows, and automobiles from damage resulting from the work performed under this Contract.

6 TOILET FACILITIES

Toilet facilities will not be provided by the Owner (Town of Cortlandt). The contractor shall provide appropriate facilities for his employees.

7 ELECTRIC POWER AND WATER

The Contractor shall supply water or other utilities required to do the work at his own cost and expense. The Contractor shall furnish and install all temporary water connections, and piping required for the work under this Contract, at and to locations as designated by the Director of Technical Services. The Town will supply water in reasonable quantity (not to exceed 100GPD) for the Contractor's use. The Contractor shall protect the potable water supply and provide all cross-connection protection as required by applicable governmental codes and regulations.

8 MATERIALS AND WORKMANSHIP

It is the intent of these Specifications to require first class work by workmen skilled in their respective trade; and new and best quality materials.

9 CLEAN UP AND REMOVAL OF DEBRIS

At the end of each work day the Contractor shall sweep up and collect all his debris and rubbish and place it in an appropriate container to be furnished by the Contractor. Containers shall be kept at an approved location and emptied when full. All waste material must be disposed of off site by the Contractor and shall be done in full compliance with all relevant laws, ordinances and regulations. At the conclusion of the work of this Contract the Contractor shall be responsible for the restoration of the Project Site to a clean, litter-free and finished condition. Any damage or other defects resulting from the execution of this Contract must be repaired, replaced or otherwise corrected by the Contractor to the Owner's satisfaction.

10 PROJECT MAINTENANCE

The Contractor shall be responsible to maintain all improvements installed under this contract until project completion. Maintenance shall include, but not be limited to, traffic signals, drainage systems, access driveways, snow removal, curbing, pavement and utilities.

11 TRAFFIC DETOURING

Detouring of vehicular traffic will only be permitted provided the following conditions are met:

- A. A Closure, Traffic Safety and Maintenance of Traffic Plan must be prepared by the Contractor and submitted to the Director of Technical Services, as well as others having jurisdiction (e.g. NYSDOT), for approval.
- B. The road will be opened to provide safe passage of all emergency vehicles at all times.
- C. There will be no additional compensation for this work.

12 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of hazard and delay.

Safe means of ingress and egress to all residences and businesses shall be maintained at all times. No public road or portion thereof may be closed without the knowledge and consent of the Director of Technical Services and Director of Environmental Services. If such closing is deemed necessary, the Contractor shall abide by all requirements set forth by the Director of Technical Services and Director of Environmental Services, including requirements to provide adequate notice to school districts, police and fire departments.

When traffic direction is necessary, the Contractor shall designate flagmen to direct traffic past the equipment, machinery or construction operations. Approved signs, barricades, lights and flags shall be provided in accordance with the New York State Manual of Uniform Control Devices wherever the safety of the traveling public requires; and all of the same shall be maintained intact overnight, weekends, holidays or if the project is shut down for any period of time.

13 RESTORATION

The Contractor shall provide all the labor, material, and equipment necessary to restore the site to its original condition. All man-made or natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

After the new work in an area has been completed, tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features shall proceed. Features to be restored include, but are not specifically limited to, the following:

TREES, shrubbery and bushes.

GARDENS, rock gardens, flowers, annuals, perennials, etc., with all soils and mulches.

GROUND COVERS, pachysandra, myrtle, phlox, ivy, etc., with all soils and mulches.

LAWNS, fescues, bluegrasses, perennial ryes, zoysia, etc., with all topsoil or sod.

WALLS, and wall footings, stone, masonry, brick, wood tie, etc.

FENCES, chain link, picket, board, barbed wire. This shall include such new work as footings, guys or braces as may be required to secure the work.

SIDEWALKS, PATHWAYS, PATIOS, concrete, terrazzo, tile, flagstone, etc.

CURBS and curb footings, concrete, asphalt, granite, stone, metal, brick, etc.

DRIVEWAYS, concrete slab, gravel, crushed stone, and asphalt.

PRIVATE UNDERGROUND UTILITIES, footing drains, roof leaders, dry wells, private electric cables, sprinkler systems, swimming pool appurtenances, septic fields, etc.

FRONT OR REAR YARD MAN-MADE FEATURES, mail boxes, sign posts, lamp posts, dog houses, bird baths, storage sheds, barbecue pits, playing courts, gates, etc. These items can best be handled if they are carefully removed and replaced after the construction.

All features damaged or destroyed shall be repaired or replaced with features equal to or better than the original ones. In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the Contractor may substitute other similar items whose total value shall equal that of the destroyed one. The Contractor shall make all reasonable efforts to satisfy the affected owner, but the Town Engineer shall be the judge as to the reasonableness of equivalency of repaired and restored features.

Immediately after backfilling, grassed areas shall be temporarily restored using fast germinating annual or perennial rye. The patched areas will be watered as necessary until they are permanently replaced during the planting seasons with hand raked screened topsoil, fertilizer, and a quality grass seed mixture. In lawn areas containing zoysia grasses, the

contractor shall replace the area with the same. The contractor may substitute sodding at his own discretion in lieu of placing topsoil, fertilizer and seed.

Furthermore, the Contractor is expected to exercise best management practices to conserve every tree possible. However, trees that are unlikely to topple during the course of construction must be secured. Trees that cannot be adequately secured and/or protected must be removed. Trees that become no longer viable as a result of the construction must also be removed.

All restoration work shall be maintained for a period of one year after the completion of the project and secured by the maintenance bond.

14 EXISTING CONDITIONS

Should removal work reveal existing conditions different from those anticipated or shown on the drawings, the Contractor shall inform the Engineer of such differences immediately. The Engineer reserves the right to change details accordingly. The Contractor is to incorporate these changes into his work at no extra cost to the Owner, should such changes be *minor*.

15 NOTICE TO PROCEED

The Contractor shall not commence any physical construction at the project site until receiving a written *Notice to Proceed* from the Engineer.

16 DESIGN ENGINEER

All deviations from the design plans that may occur during the installation shall be approved by the design engineer that has affixed his/her seal to the original design documents.

END OF SPECIAL CONDITIONS

**“CORTLANDT TOWN HALL LIGHTING UPGRADE”
Contract TE2010.03**

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NOTE

All pages marked with an asterisk (*) and in bold italic print above must be filled out and must be submitted to constitute a Bona-fide Bid.

DAILY CONSTRUCTION REPORT

day number _____

project _____ day M T W T F S S

date _____

contractor _____

weather _____ temp _____ AM _____ PM

submitted by _____

MANPOWER / EQUIPMENT USAGE		no	hours	description of work
Superintendent	_____	_____	_____	_____
Foreman	_____	_____	_____	_____
Mechanic	_____	_____	_____	_____
Laborer	_____	_____	_____	_____
e	_____	_____	_____	_____
q	_____	_____	_____	_____
u	_____	_____	_____	_____
i	_____	_____	_____	_____
p	_____	_____	_____	_____

JOB ACTIVITY - Payment Items

1	_____	8	_____
2	_____	9	_____
3	_____	10	_____
4	_____		_____
5	_____	A-1	_____
6	_____	A-2	_____
7	_____	A-3	_____

JOB PROGRESS estimated percent complete _____ %

MATERIAL DELIVERIES	quant	ticket #	supplier	use
d	_____	_____	_____	_____
e	_____	_____	_____	_____
s	_____	_____	_____	_____
c	_____	_____	_____	_____
r	_____	_____	_____	_____
i	_____	_____	_____	_____
p	_____	_____	_____	_____

CHANGE ORDERS and/or EXTRA WORK

JOB SITE visits, meetings, accidents, delays or other incidents

REMARKS

NYS Department of Labor Requirements and Prevailing Wage Rates

Wage Rates

(to be inserted upon receipt from NYS Dept. of Labor)

TECHNICAL SPECIFICATIONS

The work required under this contract consists of, but not limited to, furnishing and installing new electrical and lighting upgrades for the Town of Cortlandt Town Hall Building. The project will consist of changing of the ballast of 15 types of fixtures, type A through O, and the lamps where applicable. The project also involves replacing the lighting controls with ceiling mount occupancy sensors, wall mount occupancy sensors, and photocells in several rooms.

The following upgrades are proposed throughout the Town of Cortlandt Town Hall Building: *(For devices and locations see Plans Prepared by NLG Engineering, P.C., Sheets E-01 to E-03, E-101 and E-102 dated February 5, 2010)*

Type A involves changing an existing 60W incandescent with a 25W CFL in the handicapped entrance foyer.

Type B involves changing a 40W incandescent with a 13W CFL in the side entrance foyer.

Type C involves changing 2 T8 lamps with new T8 lamps and electronic ballasts in the engineering department, men's room, super's office, police hallway, police locker room, police conference room, police kitchen, police dispatch room, police entrance and the police bathroom.

Type D involves changing a 22w fluorescent carline lamp with a 13W CFL in the lady's room, men's room and the closet.

Type E involves changing the exit sign in the comptroller's office, meeting/court room, police hallway, police conference, and police entrance.

Type F involves changing 2 4' Fluorescent lamps and ballast with new T8 lamps and electronic ballast in the comptroller area.

Type G involves changing 3 4' fluorescent with new T8 Fluorescent and electronic ballast in the meeting/court room, storage/court room, and holding cell area.

Type H involves changing 2 4' Fluorescent lamps and ballast with new T8 lamps and electronic ballast in the utility closet.

Type I involves changing 2 4' Fluorescent lamps and ballast with new T8 lamps and electronic ballast in the boiler room.

Type J involves changing 1 3' Fluorescent lamp and ballast with a new T8 lamp and electronic ballast in the hallways.

Type K involves changing 1 4' Fluorescent lamp and ballast with a new T8 lamp and electronic ballast in the hallways.

Type L involves changing 1 120W incandescent lamp with a 28W CFL in the generator room.

Type M involves changing 1 4' Fluorescent lamp and ballast with a new T8 lamp and electronic ballast in the hallways.

Type N involves changing 2 2' Fluorescent lamps with new T8 lamps and electronic ballast in the private bathroom.

Type O involves changing 2 4' U lamp fluorescent fixtures with new T8 U lamps and electronic ballast in the private bathroom.

2 photocell controls will be installed for lighting control in the side entrance foyer and the handicapped entrance foyer.

6 ceiling mount occupancy sensors will be installed in the men's bathroom, women's bathroom, police locker room, both police bathrooms, and the boiler room.

9 wall mount occupancy sensors will be installed in the utility closet, chief engineer's office, men's room slop sink, tax receiver's storage, comptroller's office storage, comptroller's office server room, courtroom closet, and court clerk storage.

Measurement and Payment

- 1 **All excavation is unclassified** so **no extra payment** will be made for the removal of rock, pavement or similar material. Material of this nature must be removed for the price bid under the appropriate item.
- 2 **No separate or extra payment** will be made for excavation, backfill, sheeting and bracing, pumping and dewatering, weather protection, adjacent area and/or surface protection, etc. that may be required to properly execute the work of this Contract. All such costs, including any extraordinary costs associated with the performance and completion of this project, shall be spread throughout the appropriate payment items.
- 3 **No separate or extra payment** will be made for maintenance and protection of traffic as described under Section 12 of the Special Conditions. Payment for maintenance and protection of traffic is deemed included in all other items of this contract.
- 4 **No separate or extra payment** will be made for restoration as described under Section 13 of the Special Conditions. Payment for restoration is deemed included in all items of this contract.
- 5 **No separate or extra payment** will be made for pressure testing, disinfection, and bacteriological testing of water mains installed under this contract. Payment for acceptance testing is deemed included in all items of this contract.
- 6 **No separate or extra payment** will be made for fittings, fasteners, flashing, caulking, sealing, miscellaneous hardware or sundries used by the Contractor in the performance of this Contract but not specifically listed, shown, or defined in the Contract Documents.
- 7 **No separate or extra payment** will be made for the removal of debris, rubbish, or other waste materials generated under this Contract to an off-site location as described in the Special Conditions Section 9.
- 8 The Contractor shall not cover or otherwise conceal any construction component or material that must be checked or measured before the Engineer has made such measurements and subsequently directed the Contractor to proceed with covering operations.
- 9 Where applicable, linear and area payment units shall be measured as installed. Computed quantities such as areas or volumes may, at the Engineer's discretion, be rounded to the nearest one-tenth (0.10) unit.
- 10 Pipe shall be measured as laid (slope dimension, at the slope of the pipe as actually installed).
- 11 Gravel, granular fill, broken stone and other similar materials will be measured loose as delivered. Delivery tickets must be submitted to the Engineer. All volumes are subject to verification by actual measurement as delivered in trucks or stock piled at the site. If spot checks indicate that delivery tickets overstate the actual volumes of material delivered the Engineer shall reduce (for payment purposes) the contractor's claim for other materials delivered by the same supplier. In the absence of other data the Engineer shall prorate delivery ticket volumes accordingly.
- 12 Bituminous concrete shall be paid for on the basis of delivery tickets. However, the Engineer shall make dimensional checks and relate these dimensions to tonnage by applying statistical values for density of compacted bituminous concrete that are well established in the paving industry.