
Contract Documents

Town of Stuyvesant Highway Garage Heat Pump Installation

DOCUMENT DATE: September 18th 2024

Owner |

TOWN OF STUYVESANT
5 SUNSET DRIVE
STUYVESANT NY 12173
WWW.STUYVESANTNY.US

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Stuyvesant invites sealed bids for furnishing all labor and materials necessary for the installation of a dual zone heat pump system to be installed at the Town Highway Garage building 347 County Rt 26A Stuyvesant NY 12173

The system installation will include all required materials, tools, labor, new equipment; and expertise, under the requirements to install a fully operational heat pump system to serve a section of the building

All such sealed proposals must be received by the Supervisors office at 5 Sunset Drive Stuyvesant **NY** until 2:00PM on October 10th 2024, at which time they will be publically opened and read. Bids shall be contained in sealed envelopes, clearly marked "Stuyvesant Highway Garage Heat Pump"

Copies of the proposed contract documents and the forms of proposals for the contract, are available for pick up and for public inspection at the office of the Town Clerk during business hours, and become available September 23rd 2024. An electronic document is available upon request.

Building walkthroughs are available upon request;

The work shall be substantially completed within 90 calendar days of the date of the Notice to Proceed.

All proposals shall be made and received upon the following conditions, which are more fully set forth in the bid documents:

1. Only such proposals as are made and filed upon the forms available in the Bid Documents will be accepted.
2. Proposals are to be enclosed in a sealed envelope.
3. Pursuant to the provisions of GML 105, no bids may be withdrawn unless no contract is awarded for more than 45 days after the opening thereof.
5. All bids shall contain the non-collusion certificate in a form meeting the requirements of GML 103-d.

The Town of Stuyvesant reserves the right, in its discretion, to waive technical noncompliance or irregularities that are not material or substantial, and to reject all bids and to rebid the project.

INSTRUCTIONS TO BIDDERS

1. Components of Bid Package

Contained herein are the components of the bid package for the installation of dual zone heat pump at the Stuyvesant town highway garage Stuyvesant **NY** 12173. All bidders will take notice, review, and complete these components in order to offer a bid for the work.

The components are:

- Instructions to Bidders
- Bid Form
- Certification of Non-Collusion by Bidder
- Contract Agreement

2. Scope of Work

The town of Stuyvesant is seeking bids for the installation of a dual zone heat pump system to be installed in our town Highway Garage. The scope of work requires the installation of an outdoor dual zone compressor and 2- indoor evaporators to provide a complete and operating system for the shop area and office area above. The scope of work being requested by the town of Stuyvesant includes but is not limited to the following:

- a. Provide and install cold weather heat pump system; outdoor condensing unit Model MXZ3C24NAHZ or equivalent; indoor units 1st floor shop area a MSZGS18NA and 2nd floor office area a MSZGS09NA or equivalent.
- b. All equipment can be located on west gable end of building. Install line set on outside of building in appropriate line hide material. Provide electric circuit and outdoor disconnect. (Town will relocate existing propane tanks to rear of building). Provide necessary support, anchors and connections to install the new work.
- c. Provide any required cutting and patching.
- d. Provide any additional material not specifically mentioned, but can be reasonably inferred, to provide a complete and operational system that meets provided specifications and performance standards

3. General Requirements of the Contractor

- A. The Contractor shall coordinate with the Client regarding disruption of service at the facility.

- B. The Contractor shall provide all materials, tools, supervision, labor and equipment necessary for installation of the compactor systems.
- C. The Contractor's installation crew must follow OSHA regulations, including but not limited to standard 1926 - Safety and Health Regulations for Construction.
- D. The Contractor shall comply with any and all building codes and standards, applicable utility rules and tariffs, and any and all federal, state, and local technical and installation specifications and guidelines as may be developed and established.
- E. Where additional details or instructions are required to complete the work, the Contractor is deemed to have made an allowance in the bid for completing such work, consistent with adjoining or similar details and/or the best accepted practices of the trade, whichever is more expensive.
- F. Contractor is responsible for complying with NYS Labor Department

prevailing wage requirements for municipal projects.

4 . Qualifications of Bidders

- A. The plan set forth by the Bidder's proposal to minimize risk of damage to the Town of Stuyvesant building or grounds.
- B. Comprehensiveness of the Bidder's proposal package.
- C. The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will promote the public interest. In order to assist the Town in determining whether the apparent low bidder meets this standard, the Town reserves the right to require the apparent low bidder to submit the following:

To furnish the Town within 5 calendar days from the date of the request, a statement containing the following:

- (a) a description (including project name, location and owner) of any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five (5) years,
- (b) a current detailed financial statement showing assets, liabilities and net worth, net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three (3) years,
- (c) a list of the officers and principals of the bidder's legal entity, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (d) a description of any projects which the bidder or his predecessors failed to complete or any litigation in which the bidder has been involved in the previous three (3) years, including a list of project names, locations and owners,
- (e) a list and description of all contracts completed by the bidder within the previous three (3) years,
- (f) a list of at least three (3) project references (including project names, locations, owners, contact persons, and telephone numbers) which included work similar in scope, complexity, and material value as this proposed project.

5. Codes, Standards & Permits

- A. All work shall be performed in strict accordance with all applicable Town,

State, and Federal codes and standards, including but not limited to:

- i. NYS Labor Department prevailing wage requirements and schedules for municipal projects.
- B. At completion of work, Contractor is required to provide all required signoffs from all authorities having jurisdiction over the work specified in this document.
- C. The Contractor shall be responsible for payments of all fees necessary to obtain required permits and sign-offs.

6. Submittals

- A. All of the equipment shall be registered with the proper jurisdictional departments, and copies shall be provided to Client upon filing.
- B. Product Data: Manufacturer's data sheets on all products being used, including:
 - i. Storage and handling requirements and recommendations.
 - ii. Installation methods and manuals.
- C. Manufacturer-detailed testing and commissioning procedures.

7. Quality Assurance

- A. Contractor Qualifications: All work shall be performed by skilled workers regularly engaged and specializing in the installation of HVAC systems, in strict accordance with the installation directions of the approved manufacturers and as specified herein.

8. Delivery, Storage and Handling

- A. Adequately protect equipment that is placed in storage at the construction site from damage by vandalism.
- B. Follow manufacturer's recommendation on storage and exposure to extreme weather conditions.

10. Waste Removal

- A. Construction and demolition waste disposal must comply with all applicable Federal, State, and Local Regulations.
- B. Contractor shall be responsible for the removal and off-site disposal of any and all materials considered waste during the course of the work, in

accordance with all applicable laws.

- C. In the event there is damage to any portion of the Town's facility or any area affected by the work, the Contractor shall promptly repair, clean and restore to the full satisfaction of the Client, any and all damage at no additional cost or delay to the Client.

12. **Substitutions**

- A. No substitution of specified equipment or materials shall be allowed without prior written approval of the Client.
 - i. Any work that is described as 'by others' and is affected by these substitutions, becomes the responsibility of the Contractor.
- B. Any substitutions or reductions in this specification without prior written approval shall mandate a reduction in payment to the Contractor to be determined by the construction manager or the Client.

13. **Preparation of Bids**

Prepare the bid on the official Bid Form included in these documents. Fill in all blank spaces legibly. The Bid Form must contain an original signature.

BID FORM

TO: The Town Board of the Town Stuyvesant

In compliance with your Notice to Contractors, published in the _____ dated _____, the undersigned, ----- **-proposes** and agrees as follows:

1. To perform all work associated with the Town of Stuyvesant heat pump installation project in accordance with the prices so named in this bid in a worker like manner, all of which are a part of the contract hereto annexed.
2. To complete all work as specified, on which this bid is based, within Ninety (90) days after the starting date specified in the Town's Notice to Proceed.
3. To furnish the Town within 5 calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a statement of qualifications as described in Article 3 of Instructions to Bidders.
4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the list of materials and informed himself/herself fully in regard to all conditions pertaining to the materials required. He/she has examined the plans and specifications for the materials and the contract documents relating thereto, has read all addenda furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

This bid, including the instructions to Bidders, Specifications and Proposal annexed hereto, shall constitute a Contract between the Town of Stuyvesant and the bidder, upon acceptance and award, in accordance with its terms, unless otherwise provided herein.

A. NOTICE: NO CONTRACTOR TO WHOM THIS CONTRACT IS LET, GRANTED OR AWARDED, SHALL ASSIGN, TRANSFER, CONVEY, SUBLET OR OTHERWISE DISPOSE OF SAME, OR HIS RIGHT, TITLE AND INTEREST HEREIN, INCLUDING THE PERFORMANCE OF THIS CONTRACT, OR THE RIGHT TO RECEIVE MONIES DUE OR TO BECOME DUE, OR OF HIS POWER TO EXECUTE THIS CONTRACT TO ANY PERSON OR CORPORATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE OFFICER, BOARD OR AGENCY WHICH AWARDED THIS CONTRACT. IN THE EVENT THAT THE CONTRACTOR SHALL, WITHOUT PRIOR WRITTEN CONSENT, ASSIGN, TRANSFER, CONVEY, SUBLET OR OTHERWISE DISPOSE OF THIS CONTRACT, OR HIS RIGHT, TITLE AND INTEREST HEREIN, INCLUDING THE PERFORMANCE OF THIS CONTRACT, OR THE RIGHT TO RECEIVE ANY MONIES DUE OR TO BECOME DUE, OR HIS POWER TO EXECUTE SUCH CONTRACT, TO ANY OTHER PERSON OR CORPORATION, OR UPON RECEIPT BY THE COUNTY, OF AN ATTACHMENT, LEVY OR EXECUTION ON THE PROCEEDS DUE OR TO BECOME DUE UNDER THIS CONTRACT AGAINST THE CONTRACTOR, THE COUNTY AND THE OFFICER, BOARD OR AGENCY SHALL BE RELIEVED AND DISCHARGED FROM ANY AND ALL LIABILITY AND OBLIGATIONS GROWING OUT OF SUCH CONTRACT TO SUCH CONTRACTOR, AND THE PERSON OR CORPORATION TO WHICH SUCH CONTRACT SHALL HAVE BEEN ASSIGNED, TRANSFERRED, CONVEYED, SUBLET OR OTHERWISE DISPOSED OF, AND SUCH CONTRACTOR AND HIS ASSIGNEES, TRANSFERREES OR SUBLEASES SHALL FORFEIT AND LOSE ALL MONIES THERETOFORE EARNED UNDER THIS CONTRACT, EXCEPT SO MUCH AS MAY BE REQUIRED TO PAY HIS EMPLOYEES.

BID FOR CONTRACT WORK:

BASE BID

Provide all services and all items specified in accordance with the Contract Documents and the Base Bid Breakdown Sheet. The signatory to this bid, for all work proposed, items furnished and strict compliance with all provisions of each and every Contract Document relating to the Town of Stuyvesant Highway Garage Heat pump project, and agrees to accept (unless modified pursuant to the terms of the General Conditions) a total, final contract price not to exceed:

In writing

\$

In figures

Add Alternate

In writing

\$

In figures

Official Company Name _____
(Individual, Partnership, Corporation or Corporation)*
* Circle applicable word

Sign Bid Here _____
AUTHORIZED SIGNATURE

Print Name _____

Title _____

Company _____

Mailing Address _____

Street _____

City _____

STATE _____ ZIP CODE _____

Federal Employer Identification No. _____

Telephone No. _____

STATE OF NEW YORK)
COUNTY OF _____) ss:

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

NOTARY PUBLIC

CERTIFICATION OF NON-COLLUSION BY BIDDER

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor, before the time of the bid opening.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Clerk of the Municipality to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

(4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being

procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work of services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation/partnership/individual.

(State of NEW YORK)

(County **of---**

Sworn to before me this ____ day
of _____, 20__.

Notary Public

(officer's/partner's/ individual's) name printed

(officer's/partner's/individual's) signature

(Corp./Partnership/Individual) name printed

(Corp./Partnership/Individual) signature

JUNE 2022

**TOWN OF STUYVESANT NEW YORK
CONTRACT AGREEMENT**

THIS AGREEMENT, made and executed this _____ day of _____
in the year Two Thousand and _____, by and between the Town
of Stuyvesant, County of Columbia, Owner
and _____, Contractor.

This Contract Agreement includes the scope and specifications for the Heat pump installation project at the Stuyvesant Town Highway Garage.

1. General Conditions of Contract
2. Special Conditions for Contract
4. Technical Specifications
5. Bid Forms
6. All Addenda
7. All provisions required by law to be inserted in this contract whether actually inserted or not
8. Change Orders: all which are hereby incorporated herein by reference and

made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this paragraph do not, and shall not, form any part of this Contract. All the above documents constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Owner, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Owner, Town of Stuyvesant, New York agrees to pay, and the Contractor agrees to accept (unless modified pursuant to the terms set forth in the General Conditions) a total, final and

fixed Contract Price of: \$ _____
for the Town of Stuyvesant Highway Garage Heat Pump project at 347 Route 26A
Stuyvesant **NY**
12173

The Contractor will furnish all labor and materials necessary to perform the work shown, required to complete the Contract, including: all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurance, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workmanlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use, as called for in the contract documents.

Within 5 days of signing this contract, the Contractor shall submit to the Owner in writing the name of each proposed subcontractor and supplier and obtain the Owner's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Owner without causing delay in the work of the Project.

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner.

- A. The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- B. The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- C. The Contractor has received, reviewed and carefully examined all other documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

The Contractor agrees to begin work on the day specified in the Notice to Proceed and unless the date for completion is extended pursuant to provisions of the General Conditions, he agrees to substantially complete the work within (90) days of the date stated therein.

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- A. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
- B. All work shall strictly conform to the requirements of this Contract;
- C. The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- D. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the task undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this subparagraph shall constitute a breach of the Contractor's warranty;
- E. The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- F. The Contractor shall employ and maintain at the project site only competent personnel;
- G. The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner, and comply with the Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner. Strict compliance with the requirements of this subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;

- H. The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;
- I. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Owner. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Engineer or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Engineer shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Engineer;
- J. The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;
- K. At all times relevant to this Contract, the Contractor shall permit the Owner and the Engineer to enter upon the Project site and to review or inspect the work without formality or other procedure;

This Contract is governed by the law of the State of New York.

The forum for any litigation concerning this contract shall be the Federal District or County in which the contract site is located.

The Contractor agrees to complete the project within the scheduled time. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she is familiar with the contents of all bid documents and the contract documents and he/she agrees to abide by and be bound by their contents and by all applicable Federal, State and local laws, ordinances and statutes.

Payment, both progress and final, will be made as detailed in the General Conditions section of the Contract Documents.

Exhibit A, Standard Clauses for Municipal Contracts, is attached hereto and incorporated herein as if fully set forth in this place.

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

Owner

Contractor

(Typed Name) Seal

(Typed Name) Seal

B:
(Signature)

B
(Signature)

(Printed Name, Title and Address)

(Printed Name, Title and Address)

(Date of Execution)

(Date of Execution)

(Acknowledgment by Contractor if a corporation)

STATE of _____ ss:
COUNTY of _____)

On this _____ day of _____, 20____ ,
before me personally came _____ to me known,
who, being by me duly sworn, did depose and say for himself/herself, that he/she
resides in _____ and that he/she
is the _____ of the _____

the corporation described in, and which executed the foregoing instrument; that
he/she knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and that he/she signed his/her name thereto by like order.

Notary Public, _____ County
No. _____ Term Expires _____

(Acknowledgment by Town of Stuyvesant)

State of _____ ss:
County of _____

On this _____ day of _____, 20____ ,
before me personally came _____ to me known and
known to me to be the person described in and who executed the foregoing
instrument, and he/she duly acknowledged that he/she executed the same.

Notary Public, _____ County
No. _____ Term Expires _____

PROPOSAL FOR

Town of Stuyvesant Heat Pump Installation Project

347 26A Stuyvesant NY 12173

DIVISION 400

GENERAL CONDITIONS

September 23, 2024

1.0 PERMITS AND COMPLIANCE

The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work at no additional cost to the Owner.

1.2 BOUNDARIES

The Contractor and all subcontractors shall confine their equipment, apparatus, and the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Town Supervisor. The Contractor shall be responsible for setting all grades, elevations, and horizontal and vertical alignment required to layout all work called for on the plans and drawings.

1.3 REFUSE AND DEBRIS

The Contractor shall at all times keep the refuse and debris at the job site to a minimum, and at the completion of the contract shall remove all debris, waste and rubbish, tools, equipment, surplus supplies and materials, temporary structures, etc., and leave all areas "broom" or "rake" clean. The interiors of buildings shall be cleaned as stated in the Special Conditions.

1.4 SUBCONTRACTORS AND SUPPLIERS

The Contractor's use of subcontractors and suppliers shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. The Contractor shall control and coordinate the work of his subcontractors.

The Contractor shall be responsible for informing his subcontractors and suppliers of all the terms, conditions, and requirements of the contract documents and also for requiring subcontractors to comply with Labor Law 220-A (1). In making payment to his subcontractors, the Contractor shall comply with the provisions of New York State General Municipal Law § 106.b. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

1.5 CONTRACTOR'S WORK REQUIREMENTS

The Contractor shall do all the work and furnish at his own cost and expense, all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workmanlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use.

All work performed under this contract shall be according to the highest standards of

the trades involved, and shall conform to the requirements of any utilities, and any and all Federal, State and local laws, codes, ordinances and statutes as may be in effect at the time of the bid advertisement.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications, which may be in excess of the requirements mentioned herein.

1.6 CONTRACTOR'S OBLIGATION TO CORRECT DEFECTIVE WORK

The Contractor shall, without charge, promptly correct any work which the Town supervisor finds does not conform to the contract documents, unless in the public interest the

Owner consents to accept such work with an appropriate adjustment in the Contract sum. The Contractor shall promptly remove rejected material from the premises.

If the Contractor does not promptly correct rejected work including the work of other contractors destroyed or damaged by removal, replacement, or correction, the Owner may (1) correct such work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with the section on termination in the General Conditions.

The Contractor shall furnish promptly and without additional charge all facilities, labor, and material reasonably needed to perform in a safe and convenient manner such inspections and tests as the Town requires.

The Contractor shall promptly correct work rejected by the Town Supervisor or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

1.7 PAYMENT

For the Contractor's complete performance of the work, the Owner will pay, and the Contractor agrees to accept subject to the terms and conditions hereof, the total of the lump sum prices and the unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Engineer, less credit for any work omitted, and less liquidated changes and any other charge backs permitted in this contract.

1.8 MAINTENANCE AND GUARANTEE

The Contractor shall remedy all defects, paying the cost of any damage to other work resulting therefrom, which shall appear within a period of one year from the date of completion as evidenced by the Owner's Certificate of Completion. The Contractor shall, for this period, indemnify and hold harmless the Owner, its officers,

and agents from any injury done to property or persons as direct or alleged result of imperfections in his work or any other claims, actions or proceedings and the Contractor shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

1.9 INSURANCE

Simultaneously with the execution of the contract, the Contractor shall provide at his own cost and expense, proof of the following insurance to the county, in the form of a Certificate of Insurance:

- (a) Statutory Workers' Compensation coverage, in compliance with the Compensation Law of the State of New York.
- (b) General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$1,000,000 combined single limit for bodily injury and property damage, including XCU coverage. The Town must be listed as an additional insured.
- (c) Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Town must be listed as an additional insured.
- (d) Excess liability coverage in the amount of \$1,000,000.00
- (e) The Town reserves the right to require special form builder's risk insurance coverage for the completed value of all construction and structures placed or constructed under this Contract, at an additional cost to Owner. The Town must be listed as an additional insured.
- (f) Liability insurance for blasting commensurate with the nature and scope of the blasting, which will be conducted on the project. The Town must be listed as an additional insured.
- (g) Owner's and Contractor's protective liability in favor of the Town in the amount of \$1,000,000.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town Supervisor by registered mail, return receipt requested, at the address listed below:

Town of Stuyvesant
5 Sunset Drive
Stuyvesant NY 12173

Upon receipt of such notice the Town shall have the option to cancel the Agreement without further expense or liability to the Town, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, or to purchase insurance coverage itself and charge-back the Contractor, so that the insurance coverage required is maintained continuously throughout the term of the Agreement in form and substance acceptable to the Town. Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All property losses shall be made payable to and adjusted with the Town of Stuyvesant.

All insurance policies referred to above shall be underwritten by companies authorized to do business in the State of New York, rated at least "A/IX" by A.M. Best, and acceptable to the Town.

In the event that claims in excess of these amounts are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security concerning such claims as may be determined by the Town.

Simultaneously with the execution of the contract, contractors who do work in connection with this project must list the Town of Stuyvesant as an additional insured on their general liability policies. All contractors must provide their certificates of insurance to the Town CEO prior to the commencement of work.

2.0 LABOR STANDARDS

The Contractor and its subcontractors shall comply with all local, State and federal rules, including, but not limited to the Occupational Safety and Health Act of 1970, the Contract Work Hours and Safety Standards Act, and the New York State Labor Law including, but not limited to, the provisions regarding hours of work, posting of notices, deductions in wages, apprenticeship training programs, and maintenance of original payrolls.

2.1 WAGE AND HOURS PROVISIONS

Neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.