

NOTICE TO BIDDERS
BARN DEMOLITION for Town of Yorktown, New York

Sealed bids will be received by the Town Clerk of the Town of Yorktown, New York, at Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, 10598, until 10:00 A.M., on December 2, 2014, for a contract to demolish a barn, including disposal of debris, and grading, filling and clearing site after demolition. Bidder must provide all labor, materials, equipment, and supervision. Information for Bidders and Specifications for the work may be obtained at the office of the Town Clerk at Town Hall and on the Town's website.

The exterior of the work site may be inspected by interested bidders at any time the park in which it is located is open (dawn to dusk). The interior may be inspected by appointment only: contact the Town Clerk for more information.

All bids must be accompanied by an executed non-collusion bidding certificate.

Specifications may be obtained at the office of the Town Clerk at said Town Hall, Yorktown Heights, NY during regular office hours.

The bidder assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having bids in at the time and the place specified above.

The Town Board reserves the right to reject any or all bids and to accept that bid which it deems most favorable to the interests of the Town of Yorktown.

ALICE E. ROKER
Town Clerk
Town of Yorktown

TOWN OF YORKTOWN, NEW YORK

REQUEST FOR BIDS

NAME OF BID: Demolition of Barn

PROJECT LOCATION:

Granite Knolls Park East, Stony Street, Yorktown Heights, NY 10598

Michael J. Grace
Supervisor

Alice Roker
Town Clerk

**AUTHORIZED TOWN OFFICIAL
FOR THIS BID:**
Brian Gray
Superintendent of Parks and Recreation

BID ISSUANCE DATE: November 6, 2014
DATE OF BID OPENING: December 2, 2014

TABLE OF CONTENTS

NOTICE TO BIDDERS 5

1. Bid Proposals6

2. Statement of Non-Collusion.....6

3. Allowance for Contingencies.....6

4. Conditions of Work.....7

5. Addenda and Interpretation.....7

6. Site Inspection.....7

7. Late Bids7

8. Bid Opening7

9. Award.....8

10. Assignment Prohibited8

SKETCH OF RETAINING WALLS..... 11

TECHNICAL SPECIFICATIONS..... 11

GENERAL SPECIFICATIONS..... 15

GC 1. Definitions.....15

GC 2. Proper Method of Work and Proper Materials15

GC 3. Control of Area16

GC 4. Permits, Fees, Etc.....16

GC 5. Inspection.....16

GC 6. Stopping Work.....16

GC 7. Dimensions.....16

GC 8. Protection of Existing Structures16

GC 9. Hours.....17

GC 10. Sanitary Regulations17

GC 11. Representative Always Present18

GC 12. Work in Bad Weather18

GC 13. Protection of Work Until Completion18

GC 14. Removal of Temporary Structures and Cleaning Up.....18

GC 15. Property Damage	18
GC 16. Payment	18
Payment will be made in a single lump sum or installments, as set forth in the Technical Specifications section of the Bid Document.	18
GC 17. Allowance for Contingencies, Change Orders	19
GC 18. Disputed Work	19
GC 19. Subcontracting	20
GC 20. Date of Completion	20
GC 21. Insurance Requirements	20
GC 22. Compensation and Public Liability Insurance	23
GC 23. Disputed Work	23
GC 24. Prevailing Wage Rates	23
A. Wages to be paid and Supplements to be provided	23
B. Minimum Wages, Rates and Supplements	23
C. Records to be kept on site	23
D. Certified Copies of Payrolls	24
GC 25. Estimates and Payments	24
GC 26. Time of Starting	24
GC 27. Risks and Indemnifications Assumed by the Contractor	24
GC 28. Date of Delivery/Time of Performance	25
GC 29. Damages	26
GC 30. Guarantee of Equipment and Services	26
GC 31. Existing Subsurface Structures	26
BID PROPOSAL FORM	29
CONTRACT	31
RESPONSIBILITY OF CONTRACT TO PERFORM WORK	31
PAYMENT/COMPENSATION.	31
START & COMPLETION OF WORK.	32
TIME OF WORK, NOISE, DISTURBANCE OF PUBLIC.	32
SITE PROTECTION, SAFETY	32
CONDITIONS OF WORK.	32
DEFENSE & INDEMNIFICATION	33

COMPLIANCE WITH LAW33
TERMINATION33
PREVAILING WAGE.....34
NON-COLLUSION34
NON-WAIVER.....34
PLANS BECOME PROPERTY OF TOWN, WARRANTY TRANSFER TO TOWN34
NON-ASSIGNMENT34
NO CLAIMS FOR DAMAGES FOR DELAY35
NO RIGHTS IN THIRD PARTIES35
ENTIRE AGREEMENT35
APPLICABLE LAW AND JURISDICTION35
DEPARTMENT OF LABOR PREVAILING WAGE SCHEDULES 38

NOTICE TO BIDDERS
BARN DEMOLITION for Town of Yorktown, New York

Sealed bids will be received by the Town Clerk of the Town of Yorktown, New York, at Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, 10598, until 10:00 A.M., on December 2, 2014, for a contract to demolish a barn, including disposal of debris, and grading, filling and clearing site after demolition. Bidder must provide all labor, materials, equipment, and supervision. Information for Bidders and Specifications for the work may be obtained at the office of the Town Clerk at Town Hall and on the Town's website.

The exterior of the work site may be inspected by interested bidders at any time the park in which it is located is open (dawn to dusk). The interior may be inspected by appointment only: contact the Town Clerk for more information.

ALICE E. ROKER
Town Clerk
Town of Yorktown

INFORMATION FOR BIDDERS

1. **Bid Proposals**

A bidder may submit a single bid proposal for the contract. The bid must be made on the Bid Proposal Form attached hereto, enclosed in a sealed envelope marked with the name of the bid on the outside of the envelope, submitted to the Town in hard copy format (paper, but no faxes), and received by the Town Clerk by the deadline set forth in the Notice to Bidders at the following address:

Town Clerk
Town Hall
363 Underhill Avenue
Yorktown Heights, New York 10598

All blank spaces in said proposal must be filled in and no change shall be made in the phraseology or in the items as contained therein. Any bid which fails to name a price per unit of measurement, for each of the items for which quantities are given, may be held to be informal and may be rejected.

Proposals that contain any omissions, alterations, additions or items not called for in the Bid Proposal Form, or that are illegible, conditional, incomplete or contain irregularities of any kind may be rejected as informal.

The various parts of the work may have been divided into classes and items to enable the bidder to bid for different portions of the work in accordance with his estimate of their costs so that in the event of any increase or decrease in the quantity of any particular items of work and actual quantity may be paid for at the price for that particular item.

2. **Statement of Non-Collusion**

Bidder must certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in this bid document. Failure by a bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid proposal.

3. **Allowance for Contingencies**

If the Town intends to provide an allowance for contingencies over and above the amount bid, the Bid Proposal Form attached to these bid documents shall contain a line for "Allowance for Contingencies." Such allowance shall only be paid to a successful bidder if the Authorized Town Official as defined elsewhere in this bid document, determines, in his sole discretion, that unforeseen contingencies have arisen making such expenditure necessary. No work in excess of the bid amount plus the allowance will be permitted unless the Town Board approves a change order authorizing such work and additional expenditure by resolution.

4. Conditions of Work

Prior to bidding, each bidder must inform itself fully of the conditions relating to the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material, equipment, labor and supervision necessary to perform the contract for the consideration set forth in his bid. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Specifications and all addenda.

5. Addenda and Interpretation

No interpretation of the meaning of the bid document will be made to any bidder orally. Any request for interpretation must be received not later than five (5) business days prior to the date fixed for the opening of bids and must be made in writing by regular mail, fax or email, to:

Alice Roker, Town Clerk
Town of Yorktown
363 Underhill Ave.
Yorktown Heights, NY 10598

INTERPRETATIONS ONLY: Fax: 914-962-6591
INTERPRETATIONS ONLY: TownClerk@yorktownny.org

Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the Town Clerk in the form of addenda to the bid specifications. All addenda so issued shall become a part of the bid document. Interpretation of the bid specification shall be decided by Town Clerk. The Town Clerk's decision shall be final and binding on all parties.

Bidders are cautioned that any oral or written representation made by any person other than the Town Clerk that materially changes or appears to materially change any portion of the solicitation shall not be relied upon by the bidder unless subsequently ratified by an addendum issued by the Town Clerk. For determination as to whether any such representation requires an addendum, a bidder may send a written request for an interpretation to the Town Clerk.

6. Site Inspection

See Notice to Bidders, page **Error! Bookmark not defined..**

7. Late Bids

Bid proposals that arrive after the time stated for the opening of bids shall not be accepted, and will be returned to Bidder unopened. Whether sent by mail or by means of personal delivery, Bidder assumes responsibility for having its bid delivered on time at the place specified in the legal notice.

8. Bid Opening

Sealed bids will be publicly opened on the date, day and time specified in the notice included in the bid documents. Bids may be read aloud to those persons present when practicable. Any Bidder may request to review the bid proposals submitted by arranging a mutually convenient time when bids may be reviewed with the Town Clerk. If Town Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled and open business day, at the originally scheduled time.

9. Award

Awards will be made to the responsible bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document. Town reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn, unless Bidder expressly states in its bid that acceptance thereof must be made within a shorter specified time. The Town reserves the sole right to waive any informality, to reject all bids, and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the County of Westchester, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price. If the bid is accepted by Town, the successful bidder will be notified in writing by the Town Clerk, and will be required to submit insurance certificates meeting the requirements of the bid document and a completed W-9 form. Work shall not commence until these documents have been received and accepted by the Town.

10. Assignment Prohibited

Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

PHOTOGRAPHS

Photo #1: View from east side of Stoney Street (visible from Stoney Street) .

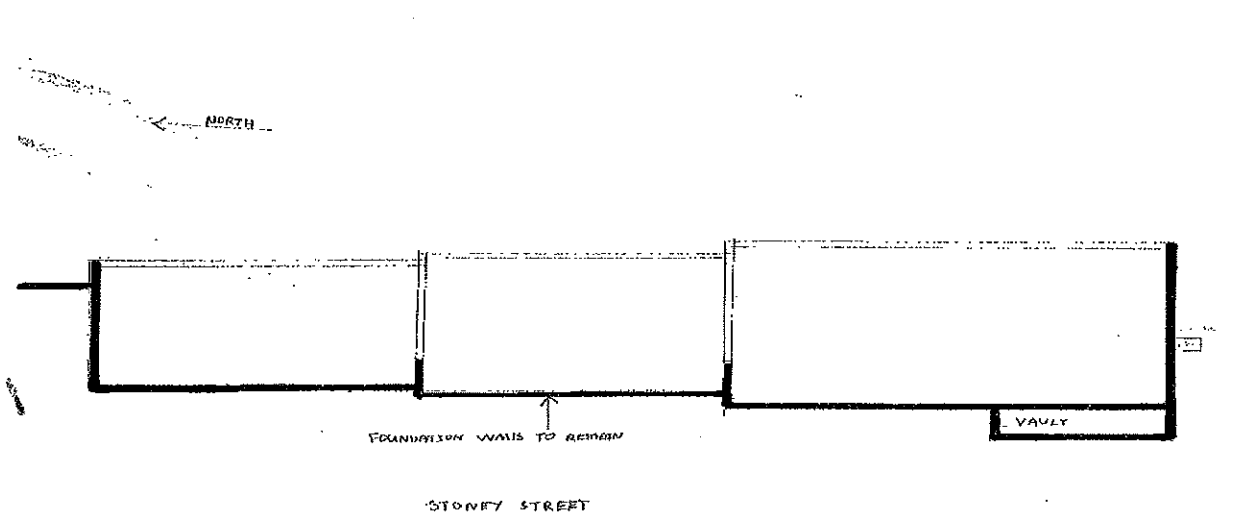


Photo #2: View from east side structure looking west.



SKETCH OF RETAINING WALLS

Existing concrete foundation walls (approximately 10' in height) to be partially demolished, leaving portions delineated in sketch below in black solid lines.



TECHNICAL SPECIFICATIONS

DESCRIPTION OF SITE

SITE LOCATION:

The barn to be demolished is located on the east side of Stoney Street in Yorktown Heights. It is visible from Stoney Street and there is an access driveway just north of it.

The barn is a two-level wooden structure on a concrete slab. It is built into the side of a hill. The rear walls of the structure (foundation walls) are concrete. These act as retaining walls, supporting a portion of the structure, the hill behind it, and a driveway at the top of the hill. The barn is in an extreme state of disrepair. The foundation walls will be partially demolished in accordance with the sketch included in this bid document.

The photographs included in this bid document show the condition of the east and west sides of the structure as of April 15, 2014.

Footings and the portions of the foundation walls being demolished (per sketch) shall be removed to twelve (12) inches below grade. Below-grade areas shall be filled with compacted soil consisting of clean silt, sand and clay.

All demolished materials shall be legally disposed of in compliance with New York State Environmental Conservation Law, NYS Labor Law, and federal Environmental solid waste disposal

methods, including a determination as to whether there is any hazardous waste in the demolition debris.

After award, the Contractor shall submit a Demolition Plan to the Superintendent of Parks and Recreation that describes the procedure to be used to demolish the barn. The Demolition Plan should include the following:

- General environmental protection, dust control and noise control measures to be used during demolition.
- Sequence of demolition and removal work, with estimated starting and ending dates (or timeframes if dates cannot be determined using available information) for each activity
- Statement of which means and methods the Contractor will employ for the demolition work.
- Temporary Protection – Plan for the erection of temporary protection such as walks, fences, wall, railings where required by the Town of Yorktown and authorities having jurisdiction.

Structure to be demolished will be vacant.

Owner assumes no responsibility for the integrity of the structure to be demolished.

Due to the nature of the current state of disrepair of the structure, potential exists for additional partial or full collapsing of additional sections of the structure prior to the bid opening or the commencement of work. The Town of Yorktown does not guarantee that existing conditions are the same as those indicated in project documents.

The Contractor is solely responsible for the safety of the site, the structure, and its machinery and/or employees from the commencement of the work until final completion.

PROJECT IMPLEMENTATION

If an unforeseen condition is encountered on the site that would affect the project scope, cost, or schedule of the work, Contractor shall promptly inform the Superintendent of Parks and Recreation (“Superintendent of Parks”). If the unforeseen condition constitutes a contingency for which an allowance may be paid, or for which a change order may be requested, the Contractor must request the allowance or the change order promptly, and shall not perform additional work without approval.

Work shall be completed within thirty (30) days of Contractor’s receipt of notice to proceed with demolition. If additional time is required for any reason, including weather delays, delays by the community or the Town of Yorktown Parks and Recreation Department, the Contractor must provide a written request for the extension which must be approved by the Superintendent of Parks.

PREPARATION

Temporary Protection- Erect temporary protection such as walks, fences, wall, railings where required by the Superintendent of Parks or the Town Superintendent of Parks and Recreation.

Demolish indicated existing structure completely. Use methods required to complete the work within the limitations of governing regulations, including, but not limited to:

- Do not use cutting torches unless area is cleared of flammable materials.
- Maintain adequate ventilation when using cutting torches.

SITE ACCESS AND TEMPORARY CONTROLS

Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walkways and adjacent occupied facilities.

Use water mist and other suitable methods to limit spread of dust and dirt. Ensure that adjacent structures are not flooded when using water as a part of the demolition process.

MECHANICAL DEMOLITION

Concrete Slab on Grade- Remove all projections emanating from the slab, with exception of walls shown to remain detailed in the scope of work. Fill in and compact all depressions so that the slab remaining is free from all tripping and impalement hazards.

SITE RESTORATION

Below Grade Areas- Completely fill below grade areas and voids resulting from building demolition operations with satisfactory soil materials.

Site Grading- Uniformly rough grade area of demolished construction to a smooth surface free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

DISPOSAL OF DEMOLISHED MATERIALS

Removed demolished materials (except of recycled materials that the contractor may wish to recycle vs. dispose of) shall be legally disposed of in compliance with New York State EPA and DEC solid waste disposal methods including a determination as to whether there is any hazardous waste in the demolition debris. The site is to be left clear of all building and/or demolition debris.

Burning- Do not burn demolished materials.

CLEANING: Clean adjacent structures of dust, dirt, debris caused by building demolition. Return adjacent areas to conditions existing before demolition operation began.

GENERAL SPECIFICATIONS

GC 1. Definitions

OWNER - The Town of Yorktown

TOWN - Party of the first part to the Contract as represented by the Supervisor of the Town of Yorktown.

SUPERINTENDENT OF PARKS AND RECREATION – Tow Superintendent of Parks and Recreation, Town of Yorktown, New York.

INSPECTOR - The representative of the Superintendent of Parks and Recreation specially designated to supervise the work for which these specifications are intended, or the Town Superintendent of Parks and Recreation

PLANS - All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

SPECIFICATIONS - The body of directions, requirements, etc., contained in this present volume, together with all documents of any description and agreements made (or to be made), pertaining to the methods (or manner) of performing the work, or to the quantities and quality. Specifications shall also include the Notice to Contractor, Instructions to Bidders, Proposal and Contract Agreement.

CONTRACT - Contract, in addition to the portion of this form or document, entitled "AGREEMENT," shall mean and include the Advertisements, Information for Bidders, Contractor's Bid, Plans, Drawings, Maps, Specifications, Addenda, and such inclusions are and shall each and all be considered a binding part and parcel of this contract. Work shown on the plans and not mentioned in the specifications or vice versa shall be done the same as if shown by both, and in case of conflict, the Superintendent of Parks and Recreation will determine which shall govern.

CONTRACTOR: Party of the second part to the Contract acting directly or through his agents, subcontractors, or employees, and who is responsible for all debts pertaining to, and for the acceptable performance of, the work for which he had contracted.

GC 2. Proper Method of Work and Proper Materials

The Superintendent of Parks and Recreation shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Superintendent of Parks and Recreation as insufficient or

improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase its efficiency or improve its methods, and the contractor shall conform to such order; but the failure of the Superintendent of Parks and Recreation to demand any such increase or improvement shall not release the contractor from its obligation to secure the quality of work or the rate of progress specified.

GC 3. Control of Area

Unloading of materials and parking of equipment shall be subject to the orders of the Superintendent of Parks and Recreation so far as he may find necessary for the protection and safety of the public and the preservation of property.

GC 4. Permits, Fees, Etc.

All necessary permits from the municipal, county, state or other public authorities shall be secured at the cost and expense of the Contractor. The Contractor shall also give all notices required by law, municipal ordinances, or the rules and regulations of the various municipal bureaus or departments and also as a part of the contract comply, without extra charge or compensation, with all State Laws and all Municipal Ordinances or Regulations that may be applicable to this work.

GC 5. Inspection

The contractor shall, at all times, provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Superintendent of Parks and Recreation or his delegatee. No material of any kind shall be used upon the work until it has been inspected and accepted by the Superintendent of Parks and Recreation. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Superintendent of Parks and Recreation is intended to aid the contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the contractor from any of his contract obligations.

GC 6. Stopping Work

The Superintendent of Parks and Recreation may stop, by written order, any work or any part of the work under this contract if, in his opinion, the methods employed or conditions are such that unsatisfactory work might result. When work is so stopped, it shall not be resumed until the methods or conditions are revised to the satisfaction of the Superintendent of Parks and Recreation, which must be signified in writing.

GC 7. Dimensions

Figured dimensions on the plans, if any, shall be given preference over scaled dimensions, but shall be checked by the contractor before starting construction. Any errors, omissions or discrepancies shall be brought to the attention of the Superintendent of Parks and Recreation and his decision thereon shall be final.

GC 8. Protection of Existing Structures

The Contractor, at its own expense, shall protect adjacent and other property or premises from damage of any kind during the progress of the Work and shall erect and maintain guards around his Work in such a way as to afford protection to the public. The Contractor shall be held responsible for improper, illegal, or negligent conduct of himself, his subcontractors, employees and agents in and about said Work or in the execution of the Work covered by this Contract.

The Contractor shall, at its own expense, sustain in their places and permanently protect from direct or indirect injury any and all structures in the vicinity of the Work, whether over- or underground, and shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them. The Contractor's responsibility to so support and protect all such structures from damage or injury shall continue without limitation, throughout the Contract period and during the period of guarantee. Any damage whatsoever shall be promptly, completely and satisfactorily repaired by the Contractor at the Contractor's expense.

The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever (other than the structure to be demolished pursuant to the Plans) due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or excavations. Contractor's responsibility to so support and protect all such structures from damage or injury shall continue without limitation throughout the Contract period and during the period of guarantee.

He shall at all times have on the ground suitable and sufficient material and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected

In case injury occurs to any portion of a pipeline or structure not designated for demolition under this contract, or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Building Inspector, and, at his expense, shall remove such injured Work and shall rebuild the pipeline or structure and shall replace the material surrounding and supporting the same, or shall furnish such material and perform such work of repairs or replacement as the Building Inspector may order. Any damage whatsoever shall be promptly, completely and satisfactorily repaired by the Contractor at his the Contractor's expense.

GC 9. Hours

Work shall be restricted to normal working hours set forth in the Technical Specifications except in cases of emergency or unless provided otherwise in the Technical Specifications; or unless prior written approval at least 48 hours in advance has been obtained from the Superintendent of Parks and Recreation. All costs associated with the inspection services provided by the Town will be borne solely by the Contractor at the employee's pay rate including time and one-half pay and double time pay. If no hours are set forth in the Technical Specifications, the work shall be restricted to the hours between 7 a.m. and 5 p.m.

GC 10. Sanitary Regulations

Necessary housing conveniences for the use of the workman for changing clothes and for the protection during inclement weather shall be provided by the Contractor. Toilet accommodations, properly secluded from observation shall also be erected and maintained by the contractor in such a

manner and at such points as shall be approved, and their use shall be strictly enforced. The contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary.

GC 11. Representative Always Present

If the work requires the employment of more than one individual, the Contractor shall have a competent representative or foreman present, who shall follow without delay, all instructions of the Building Inspector of his representatives in the prosecution and completion of the work in conformity with this contract, and shall have full authority to supply labor and materials immediately.

GC 12. Work in Bad Weather

During freezing, storming or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure acceptable construction throughout.

GC 13. Protection of Work Until Completion

The Contractor is to be held responsible for the protection and maintenance of his work until the same has been accepted by the Town and shall make good any damage to the work caused by floods, storms, settlements, accidents, or acts of the negligence of himself or his employees or others so that the complete work, when turned over to the Town, will be in accordance with the Contract Documents.

GC 14. Removal of Temporary Structures and Cleaning Up

On or before the completion of the work, the Contractor shall, without any additional cost to the Town, shall remove all rubbish of all kinds from the town property which the Contractor has occupied, shall leave the entire work and premises clean, neat and in good condition. The Contractor shall dispose of all debris at no additional cost to the Town and in accordance with all regulations.

GC 15. Property Damage

The Contractor shall not enter upon or make use of any private property in performance of work.

GC 16. Payment

Payment will be made in a single lump sum or installments, as set forth in the Technical Specifications section of the Bid Document.

LUMP SUM

If payment is to be made in a lump sum, payment shall be made as follows:

For the performance of all of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor the amount(s) set forth in the Contractor's Bid Proposal Form, which Form is expressly incorporated herein by reference. Payment will be made by the Town to the Contractor after the completion of the work and the acceptance of the work by the Town, within sixty (60) days after submission by Contractor of an invoice or voucher, unless a different payment

schedule is required by Section 106-b of the General Municipal Law. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

PROGRESS PAYMENTS & RETAINAGE

If payment is to be made in installments, payment shall be made as set forth in the Technical Specifications section of this Bid Document.

GC 17. Allowance for Contingencies, Change Orders

A request for payment of the allowance or any portion thereof, or any amount in excess of the bid amount plus the allowance, must be made on a request for a change order, which must be approved by the Superintendent of Parks, and must contain a written description of the contingency requiring a change order and the method used to determine the excess.

GC 18. Disputed Work

If the Contractor is of the opinion that any work required, necessitated, or ordered violates the terms and provisions of this Contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Superintendent of Parks and Recreation, in writing, of his contentions with respect thereto and request a final determination thereon. If the Superintendent of Parks and Recreation determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve his right to claim compensation for such work, or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Superintendent of Parks and Recreation's determination and direction, notify the Superintendent of Parks and Recreation, in writing, that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Superintendent of Parks and Recreation an itemized statement setting forth in detail the hours, rates, amounts, etc. of the labor, material, equipment or other costs of such damages incurred during the preceding month, and unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition, to the foregoing statements, the Contractor shall, upon notice from the Town, produce for examination by the duly authorized representative of the Town, all his books of accounts, bills, invoices, payrolls, subcontracts, time books and cancelled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract, and submit himself, his agents, and employees for examination under oath by any duly appointed representative designated by the Town to investigate the claims made against the Town. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination the Contractor, his agents and employees submit themselves for examination as aforesaid, the Town shall be released from all claims arising under, relating to or by reason of this

Contract, except for the sums certified by the Superintendent of Parks and Recreation to be due under the provisions of this Contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the Town to receive any sum in excess of the sums verified by the Superintendent of Parks and Recreation to be due under or by reason of this Contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

Before final acceptance of the work by the Town, all matters of dispute must be adjusted to the mutual satisfaction of the parties. Determinations and decisions in case any questions shall arise shall constitute a condition precedent to the right of the Contractor to receive the money, until the matter in question has been adjusted.

GC 19. Subcontracting

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and persons directly or indirectly employed by them. All dealings of the Superintendent of Parks and Recreation with any subcontractors shall be through the Contractor.

The Contractor shall insert appropriate clauses in any subcontracts, including insurance requirements, to bind the subcontractors to the Contractor by all applicable provisions of the Contract Documents executed between the Town and the Contractor, but this shall not be construed as creating any contractual relationship between the subcontractors and the Town.

All subcontractors are subject to prevailing wage requirements of the New York State Department of Labor.

GC 20. Date of Completion

The work shall be completed as set forth in the Technical Specifications.

GC 21. Insurance Requirements

A. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property Damage, which shall not exclude coverage for:
 - A. Products/Completed Operations;
 - B. Independent Contractors;
 - C. Cross Liability (Commercial General Liability and Business Automobile Liability policies only).

Self-insured retentions or deductibles in excess of \$25,000 per occurrence or claim shall be stated on the certificate of insurance or policy endorsement provided as proof of insurance. Town reserves the right to require proof of

financial security on larger self-insured retentions or deductibles.

- 2) Automobile Liability: hired and non-owned liability coverage along with specific coverage for any owned or leased vehicles used at job site in the amount of \$1,000,000 per occurrence for Bodily Injury and/or Property Damage.
- 3) Umbrella Liability, with limits of no less than \$1,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Automobile, Employer's Liability and, if applicable, Professional Liability.
- 4) Worker's Compensation and Employers Liability Policy, New York statutory coverage. **C-105.2** form or CE-200 exemption form is required. SI-12 form is required if self-insured.
- 5) Disability Insurance: statutory coverage. **DB-120.1** form, or, if exempt, a CE-200 form. DB-155 is required if self-insured.
- 6) Environmental Impairment Liability: If the contract requires handling, abating, or transporting or migrating hazardous or toxic substances of any type, including but not limited to fuel oil, with limits no less than \$5,000,000 per occurrence and in aggregate for Bodily Injury, Property Damage and Clean Up and Removal.

B. The Town of Yorktown and its assigns, officers, employees, representatives and agents shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this applies to the General Liability coverage on the certificate.

C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of this contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor's general liability policy has been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to nonpayment of premiums, Contractor shall immediately all cease work under this Contract, and shall give the Town of Yorktown same day or next business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent simultaneously to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of the contract and in such event the Town of Yorktown may in its sole discretion withhold any payment otherwise due under the contract. The Town of Yorktown reserves the right, as a condition of final payment, to require Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this Contract.

D. Any policy that lapses, expires or is cancelled during the term of work shall be renewed, and proof of such renewal shall be sent by Contractor and received by the Town of Yorktown no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.

E. The Town of Yorktown reserves the right to request copies of actual policies and endorsements to verify coverage.

F. The term "Contractor" as used in this section (pertaining to insurance) shall mean and include Subcontractors of every tier.

G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions.

H. Tools and equipment: Contractor is responsible for insuring the value of Contractor's own tools, equipment, and materials brought, stored or operated at the job site. The Town of Yorktown is not responsible if any of these items is lost, stolen or destroyed.

I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Yorktown, assigns, officers, employees, representatives and agents.

J. The cost of furnishing the above insurance shall be borne by the Contractor; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.

K. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

L. Each policy of insurance shall contain clauses to the effect that such insurance (except professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interests and that such insurance shall not be cancelled, materially changed, or not renewed for any reason, including non-payment of premium, without ten (10) days prior written notice to the Town. The Town shall have the option, in its sole discretion, to pay any necessary premiums and charge the cost back to Contractor.

M. Notwithstanding anything to the contrary in this Contract, Contractor irrevocably waives all claims against the Town for all losses, damages, claims, or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not in any way limit Contractor's liability under this Contract.

N. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse injured parties.

O. Any accident occurring on Town property shall be reported to the office of the Town Supervisor as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Yorktown as soon thereafter as possible, but in any case not later than three (3) days after the date of such accident.

GC 22. Compensation and Public Liability Insurance

Failure of the Contractor to take out and/or to maintain, or the taking out and/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.

GC 23. Disputed Work

The Contractor's attention is specifically directed to Paragraph GC 18 of the General Clauses entitled "Disputed Work - Notice of Claims for Damages." No claim by the Contractor for damages due to disputed work shall be considered by the Owner, unless the procedures outlined in Paragraph GC 18 have been followed in all details by the Contractor.

GC 24. Prevailing Wage Rates

A. Wages to be paid and Supplements to be provided

Each laborer, workman or mechanic employed by the Contractor, his subcontractor or other persons about or upon this contract shall be paid the wages herein provided and shall be provided the supplements as required by Article 8, Section 220 and 220-d of the Labor Law.

The wages to be paid for a legal day's work, as defined in Article 8, Section 220 of the Labor Law, to laborers, workmen or mechanics upon such public works, and the supplements to be provided to such laborers, workmen and mechanics shall be not less than the amount determined from the schedule of hourly wages and supplements hereto annexed, which schedule is hereby declared to form a part of the specifications for the work.

B. Minimum Wages, Rates and Supplements

The "Schedule of Hourly Rates and Supplements" shows the minimum hourly rate of wages which can be paid and the minimum supplements that can be provided to the laborers, workingmen or mechanics employed in the performance of the contract, either by the Contractor, Subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the Contractor.

Classifications not appearing on the rate sheet can be used only with the consent of the Superintendent of Parks and Recreation and then the rate to be paid will be given by the Superintendent of Parks and Recreation after consulting with the State Department of Labor.

C. Records to be kept on site

The Contractor and Subcontractors shall keep the following informative records on the site of this project:

- (a) Record of hours worked by each workman, laborer and mechanic on each day.

- (b) Record of days worked each week by each workman, laborer and mechanic.
- (c) Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week.
- (d) Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.

D. Certified Copies of Payrolls

The Contractor shall furnish to the Superintendent of Parks and Recreation prior to the making up of any partial or final estimate, copies of his own and his Subcontractor's payrolls for each and every preceding payroll period. These copies shall contain full information, including but not limited to the number of hours worked, rate, classification and total sum paid each employee charged to or working on the job, and shall be certified true copies. No partial or final payments will be processed by the Town without the submission of certified payrolls.

GC 25. Estimates and Payments

[Omitted]

GC 26. Time of Starting

The Contractor shall commence this work within ten (10) days after "Notice to Start" has been given him by the Superintendent of Parks and Recreation (unless a different starting date is stated in the Technical Specifications section hereof). Prior to commencing work, the Contractor shall notify the Superintendent of Parks and Recreation at least forty-eight (48) hours prior to the planned date of the start, so that an inspector can be scheduled for the work.

GC 27. Risks and Indemnifications Assumed by the Contractor

The Contractor shall be the insurer of the Town, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Town, of the Superintendent of Parks and Recreation, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Town, subsequent to the submission of his proposal:

- (a) The risk of loss or damage to the work prior to final acceptance. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Town.
- (b) The risk of injuries or damages, direct or consequential, to the Town, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final acceptance. The Contractor shall indemnify the Town, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.

- (c) The risk of claims and demands, just or unjust, by third persons against the Town, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Town or any of its employees or agents. The Contractor shall indemnify the Town, its officers, agents and employees, against and from all such claims and demands and from all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefor shall release the Contractor from his obligation under this paragraph, provided, however, that the risks and indemnification assumed by the Contractor shall not inure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this contract.

The Contractor shall protect, defend, indemnify and hold the Town of Yorktown, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at Contractor's sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

GC 28. Date of Delivery/Time of Performance

Delivery of all bid items and performance of all services under this bid shall be made not later than the date specified in the bid document. If Bidder cannot meet the delivery date specified in the bid document, Bidder shall state on the bid form the proposed date of delivery or furnishings services will be part of the consideration is awarding the bid.

GC 29. Damages

Bidder shall be fully responsible for shipping and delivery of bid items in an undamaged condition. Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town. With respect to bid items Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by Bidder. With respect to performance of work, Contractor shall correct any deficiencies immediately. Town shall notify Bidder of damaged material or defective or unsatisfactory work in writing within ten (10) business days from the date of delivery or date of performance of work.

GC 30. Guarantee of Equipment and Services

By submitting its bid, Bidder is deemed to warrant and guarantee as follows:

- a) Except as noted in the Summary of Bid and the Specifications, all equipment furnished and work performed in this bid proposal are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town, or one (1) year from the date of acceptance of work by Town, whichever date is later.
- b) All services rendered and work performed under this bid proposal shall be rendered and performed in a workmanlike manner in accordance with the general standards of the trade.
- c) Except as noted in the Summary of Bid and the Specifications, any equipment furnished is standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- d) No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of Bidder to advise Town in the bid proposal if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided or services rendered under the bid proposal which is or becomes defective during the guarantee period shall be replaced or redone by Bidder, free of charge. All replacements shall carry the same guarantee as the original equipment or service – one (1) year from the date of delivery or acceptance of the replacement. Bidder shall make any such replacement promptly upon receiving written notice from Town.

GC 31. Existing Subsurface Structures

a. General

Certain existing subsurface structures may be encountered during the performance of the Work embraced in this Contract or located in proximity to the Work hereunder as to require special precautions and methods for their protection, such as sewers, drains, water mains, and conduits, together with appurtenances.

Contractor agrees that he shall neither have nor assert against the Owner or Superintendent of Parks

and Recreation any claim for damages or relief from any obligation of this Contract by reason of the inaccuracy, inadequacy, incompleteness, or other deficiency of the information given or the failure to furnish additional or further information in the possession of the Owner or Superintendent of Parks and Recreation, except as set forth in subsections (b) and below.

Where any existing subsurface structure such as a sewer, drain, gas pipe water pipe, conduit, or other structure is found which is not anticipated by the Contract Documents or which is found to be materially different in size, location, or depth from that anticipated by the Contract Documents, the Contractor shall immediately notify the Superintendent of Parks and Recreation, and also the Superintendent of the utility, before disturbing the structure.

If ordered by the Superintendent of Parks and Recreation, such structure shall be uncovered and supported by Contractor, at his cost and expense, as constituting a part of the Contract, and Contractor shall not become entitled to claim any damages for or on account of presence of such structure or the uncovering and supporting of same.

b. Existing subsurface structures, which require changes in the Work of the Contract.

The Superintendent of Parks and Recreation will determine whether changes should be made in the Contract Documents for construction of the work of the Contract to avoid the subsurface structure whether the Work of the Contract can proceed without changes in the Contract Documents, or whether the structure should be removed, realigned, or changed.

Any increase in cost of the Work resulting from any changes in the Contract Documents necessitated by the unanticipated presence or difference in size, location or depth of the subsurface structure will be adjusted in the manner provided herein for changes in Contract amount.

NON-COLLUSIVE BIDDING CERTIFICATION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly been disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit to 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 Bidder cannot make the foregoing certification, 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 head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____ Bidder: _____

(Legal name of person, firm or corporation)

By: _____

(Signature)

(Title)

State of New York

County of Westchester

On the ____ day of _____ in the year 20 ____, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

BID PROPOSAL FORM

Barn Demolition (Lump sum) \$ _____

All of Bidder's costs must be factored into and incorporated in the bid price above including the cost of compliance with the prevailing wage law (NY Labor Law). If the Successful Bidder must rent special equipment to perform the work, the Successful Bidder shall not bill additional fees for such rental costs.

Effective June 2012, the Town may award a bid based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 (copies available at the Town Clerk's Office).

The undersigned, on behalf of the bidder, certifies, under penalties of perjury, that:

- (1) The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered;
- (2) Bidder has read the complete Request for Bid and understands all provisions;
- (3) If accepted by the Town, this bid is guaranteed as written and will become part of the contract;
- (4) By submitting its bid, Bidder agrees to all the terms of this Bid document;
- (5) Mistakes in writing of the submitted bid will be the Bidder's responsibility;
- (6) By submitting a bid, Bidder/Contractor (or any approved assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Disinvestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended; and
- (7) Bidder represents and warrants that it is authorized to do business in the State of New York.

BIDDER'S NAME (print): _____

Signed: _____

Signature of authorized person

Print or type clearly:

NAME of authorized person: _____

TITLE of authorized person: _____

ADDRESS FOR NOTICES:

Provide notification information for informal notices and formal legal notices

Company Name: _____

Contact Person: _____

Street address (no post office boxes) _____

City, State, Zip _____

Phone: _____

Fax: _____

Email: _____ @ _____

– END OF BID PROPOSAL FORM –

CONTRACT

THIS AGREEMENT made the _____ day of _____, 2014, by and between the TOWN OF YORKTOWN, a municipal corporation of the State of New York, having offices 363 Underhill Avenue, Yorktown Heights, New York 10598 (hereinafter referred to as the "Town"), and _____ (hereinafter referred to as the "Contractor")

WHEREAS, the Town has received a proposal from the Contractor to perform certain work, generally consisting of demolition of a barn on town property, as further detailed in the bid documents. Bid documents consist of all provisions in the bid document, including Information for Bidders, and Specifications, and are expressly incorporated by reference into this Agreement; and

WHEREAS, the Town Clerk of the Town, by virtue of the power and authority in the Town Clerk vested did advertise for proposals and bids for the work described in the Bid documents, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, if applicable, as approved by the Town Board of the Town, and now on file in the office of the Town Clerk, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and being the lowest responsible bidder therefor, was duly awarded the contract for such work at unit prices named in the Bid Proposal form by a resolution of the Town Board of the Town;

NOW THEREFORE, the Town and Contractor, by and for the consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does covenant and agree as follows:

RESPONSIBILITY OF CONTRACT TO PERFORM WORK

Contractor shall provide, furnish and perform all of the work specified in the Bid Documents, including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. All materials and articles furnished shall be new unless otherwise specified in the Bid Specifications, and shall be of appropriate grade for the particular purpose. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed and the work site.

PAYMENT/COMPENSATION.

For the performance of all of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor the amount(s) set forth in the Contractor's Bid Proposal Form, which Form is expressly incorporated herein by reference. Payment will be made by the Town to the Contractor after the completion of

the work and the acceptance of the work by the Town, within sixty (60) days after submission by Contractor of an invoice or voucher, unless a different payment schedule is required by Section 106-b of the General Municipal Law. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

START & COMPLETION OF WORK.

The Contractor shall promptly commence work after the full execution of this Agreement, upon the written directions of the Town. All of the work shall be completed as soon as practicable thereafter, but, in no event, later than as required in the Bid Specifications. The time for completion of the work may be extended, in the discretion of the Town, upon the request of the Contractor, for good cause shown, with the grant of any extension by the Town to be in writing. The Contractor will meet with representatives of the Town, as the Town may, from time to time, direct. The Contractor shall promptly inform the Town in writing of any cause for delay in the performance of the Contractor's obligations under this Agreement.

TIME OF WORK, NOISE, DISTURBANCE OF PUBLIC.

The Contractor shall prosecute the work without undue interference with the operations of the Town or the comfort, repose, health, safety and welfare of the inhabitants of the Town. Unless otherwise authorized by the Town in writing, the Contractor's use or operation of construction equipment in performing the work shall be limited to the hours set forth in the Technical Specifications. All work shall be performed during regular business days and hours of operation of the Town, except for responses to emergency calls, and unless otherwise directed by the Town.

SITE PROTECTION, SAFETY.

The Contractor shall be responsible for the proper care and protection of the work and for all materials and articles delivered to the site where the work will be performed, until completion and final acceptance of the work by the Town. The contractor shall exercise proper precautions and safety measures in performing the work, which precautions and safety measures shall be in accordance with all applicable laws, rules and regulations. The contractor shall be responsible for the protection of persons and/or property, and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which may occur in connection with the prosecution of the work hereunder. The Contractor shall exercise such additional safety measures as the Town may determine to be reasonably necessary, in the Town's discretion. The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work hereunder.

CONDITIONS OF WORK.

The Contractor shall keep the site of the work free from unnecessary accumulations of waste materials. Upon the completion of all of the work, the Contractor shall remove all of its tools, scaffolding, equipment and surplus materials, as well as all rubbish and waste resulting from the work. Upon the completion of the work, the site of the work shall be left "broom clean" or its equivalent, to the reasonable satisfaction of the Town.

The Town will not be responsible for the Contractor's tools and equipment, including any loss, theft or damage thereto.

DEFENSE & INDEMNIFICATION

The Contractor shall protect, defend, indemnify and hold the Town of Yorktown, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at Contractor's sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

COMPLIANCE WITH LAW

The Contractor shall, at its own expense, comply with all the provisions of all applicable federal, State, County, and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor, the performance of the work, or otherwise.

TERMINATION

The Town may terminate this Agreement for cause upon five (5) days' notice in writing in the event of a material breach of this Agreement by the Contractor, which shall include, but not be limited to any of the following: (1) failure by the Contractor to provide properly skilled workers or proper materials or to complete the work in accordance with the applicable schedule; (b) failure by the Contractor to pay for materials or labor in accordance with applicable agreements or requirements; (c) non-compliance with laws, rules and regulations or directions of the Town applicable to the performance of the work; (d) failure by the Contractor to maintain any required insurance; (e) failure to defend and indemnify the Town in accordance with this Agreement; or (f) failure by the Contractor to cure any nonmaterial breach of this Agreement within 20 days after written notice thereof from the town. Without limiting any other rights or remedies of the Town, in the event of termination for cause, the Town may take possession of the site and all tools, equipment, materials, and

machinery thereon, and complete the work by such means and methods as it may deem appropriate.

PREVAILING WAGE.

All clauses required by law to be inserted in this Agreement shall be deemed to have been inserted herein. The Contractor shall comply and ensure compliance with the following to the extent they are applicable to the work hereunder: (a) minimum wages and supplements for laborers, workers and mechanics as provided in Labor Law Article 8 and 9; (b) non-discrimination and equal opportunity as provided in Labor Law Section 220-e; (c) prevention of dust hazard as provided in Labor Law Section 222-a; (d) prohibition from participating in certain international boycotts as provided in Labor Law Section 220-f; (e) eight-hour maximum workday and five day maximum workweek, except in an emergency, as provided by Labor Law Section 220.

NON-COLLUSION

The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid for or agreed to pay any person (other than payments of fixed salary to a bona fide full-time, salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled, or any civil or criminal penalty to which any violator may be liable, the Town shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

NON-WAIVER

No waiver of any breach of this Agreement shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach of this Agreement.

PLANS BECOME PROPERTY OF TOWN, WARRANTY TRANSFER TO TOWN

All plans and other like records compiled by the Contractor in completing the work under this Agreement shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use. If the work includes any article or equipment for which there is a manufacturer's warranty, the Contractor shall ensure that the Town will receive the benefit thereof by transfer or otherwise.

NON-ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town. The Contractor shall not sub-contract any part of the work without the prior written consent of the Town. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted work in

compliance with this Agreement.

NO CLAIMS FOR DAMAGES FOR DELAY

The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

NO RIGHTS IN THIRD PARTIES

Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.

ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

APPLICABLE LAW AND JURISDICTION

This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the work hereunder, in which the Town is joined as a party, shall be commenced in the Courts of the State of New York and venue shall be in Westchester County.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement on the day and year above first written.

TOWN OF YORKTOWN

CONTRACTOR

By: _____
Michael J. Grace, Supervisor

By: _____
(Authorized to sign as Contractor)

Date: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT
(If Individual)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

On this _____ day of _____, 2014 before me personally came _____ to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Co-partnership)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

On this _____ day of _____, 2014 before me personally came _____ to me personally known and known to me to be the member of the firm of _____ and the person described in, and who executed the within instrument on behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

On this _____ day of _____, 2014 before me personally came _____ personally known and known to me to be the _____ of _____

_____ the corporation
described in and which executed the within instrument, who being by me duly sworn, did
depose and say, that he resides at

_____ and that he
is the _____ of said corporation and
knows the corporate seal of the said corporation; that the seal affixed to the within instrument
is such corporate seal and that it was so affixed by order of the Board of Directors of said
corporation and that he signed his name thereto by like order.

Notary Public

DEPARTMENT OF LABOR PREVAILING WAGE SCHEDULES

(See following pages)

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York.

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

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

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 Bidder cannot make the foregoing certification, 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 head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Bidder: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

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

On the ____ day of _____ in the year 200__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)