Village of Scarsdale

Westchester County, New York

**Notice to Bidders**

Resurfacing Various Roads

And

Various Restoration Work

**Contract VM# 1141**

Sealed proposals will be received by the Board of Trustees of the Village of Scarsdale, through its agent Mary Lou McClure, Village Treasurer, in the Village Hall, Scarsdale, New York until 2:00 P.M., Wednesday, August 29, 2012 for Resurfacing Various Roads and Various Restoration Work. At the above time and place bids will be publicly opened and read.

Bidders may obtain copies of the form of proposals, detailed specifications and drawings at the Department of Public Works (Engineering Department) in the Scarsdale Village Hall.

Each bidder shall deposit with their bid a certified check, bid bond or cash in the amount not less than 5% of the total bid. Should the successful bidder fail to execute the form of contract within ten days after notice of award, bid check, cash or bond will be forfeited to the Village of Scarsdale as liquidated damages. The bid deposit or bid bond of the successful bidder will be held until the contract has been executed and all required insurance and bonds are submitted and accepted by the Village. Bid deposits or bid bonds of the unsuccessful bidders will be held until the successful bidder has executed the contract or all bids rejected.

The Village of Scarsdale reserves the right to reject any or all proposals, or to waive any informality in the proposal, as deemed advisable in the interest of the Village.

For information call the Engineering Department at (914) 722-1105(6).

Alfred A. Gatta

Village Manager

Publish: August 10, 2012

**VILLAGE OF SCARSDALE**

**INFORMATION FOR BIDDERS**

**Contract VM #1141**

**Character and Location of Work**

Section 1. The Village of Scarsdale proposes to resurface and do other related road restorations work on various Village streets and other municipal areas at various locations throughout the Village.

**The Village reserves the right to substitute, omit or add to the following lists, in the best interest of the Village. This includes any additions and deletions to the estimated contract quantities.**

**ROAD DISTANCE**

**BIRCH LANE** (LAKIN ROAD TO DEAD END)

**BRITE AVENUE** (OLMSTEAD ROAD TO BUTLER ROAD)

**BUTLER ROAD** (TOMPKINS ROAD TO HICKORY LANE)

**FERNCLIFF ROAD** (DRAKE ROAD TO ROOSEVELT PLACE)

**FOX MEADOW ROAD** (FENIMORE ROAD TO HIGHLAND WAY)

**LAKIN ROAD** (RICHBELL ROAD TO DEAD END)

**LINCOLN ROAD (**GRAHAM ROAD TO PALMER ROAD)

**MONTROSE ROAD (**GORHAM ROAD TO FARLEY ROAD)

**RICHBELL ROAD** (BURGESS ROAD TO POST ROAD)

**SECOR ROAD** (WYNMOR ROAD TO FOXHALL ROAD)

**SHERBROOK ROAD (**HEATHCOTE ROAD TO DEAD END)

**SPRINGDALE ROAD** (#36 SPRINGDALE TO BANSOM ROAD)

**SPRINGDALE ROAD** (RIDGDALE ROAD TO BANSOM ROAD)

**WALWORTH AVENUE** (BERKELEY RD TO # 100 WALWORTH AVE)

**WOODLAND PLACE** (CHASE ROAD TO OAKWOOD PLACE)

**WYNMOR ROAD** (SECOR ROAD TO FOXHALL ROAD)

**Bid for: Resurfacing Various Road (2012-2013) Contract VM #1141.**

**Attention: Ms. Mary Lou McClure**

**Opening: 2:00 PM EDT, WEDNESDAY, AUGUST 29, 2012**

**Proposal and bid security shall be delivered to Ms. Mary Lou McClure, Treasurer's Office, Village Hall, 1001 Post Road, Scarsdale, New York on or before 2:00 PM, EDT, WEDNESDAY, AUGUST 29, 2012.**

**\*\*\*\* In the event the bidder does not have controlling interest in his source of supply, an affidavit from a NYSDOT approved asphalt concrete plant, capable of producing the daily requirements for this contract, MUST accompany the bid proposal. Such affidavit shall certify that all asphalt materials required under the terms of this contract will be furnished the bidder for the full period of the contract. Failure to supply the aforementioned affidavit will deem the bid null NON-COMPLIANT and such bid will not be considered. \*\*\*\***

**\*\*\*\* The Contractor shall not subcontract more than 50% of the total work of this contract. All paving work shall be performed by the entity to whom this contract is awarded. \*\*\*\***

**Bid Security and Bond**

Section 3. Each bidder shall, at the time of filing a proposal, deliver therewith cash, bid bond or certified check of the bidder in an amount not less than 5% of the total bid price for each individual proposal A – E.

Bid deposits or bid bonds of the unsuccessful bidder will be held until the successful bidder has executed the contract or all bids rejected.

The successful bidder shall execute and deliver to the Village of Scarsdale a written contract in the form attached hereto within 10 days after notice that the contract has been awarded to him.

The successful bidder, at his own cost and expense, shall furnish, at the time of delivering said contract, a bond in full amount of the contract price with a surety company approved by the Board of Trustees of the Village of Scarsdale, as surety and conditioned upon the faithful performance of the work in accordance with the contract and as security for the payment of labor and materials furnished. The said contract and bond shall be accompanied by proof of carriage by the successful bidder of workman's compensation, public liability and property damage insurance, and by a liability insurance policy covering the

Village of Scarsdale, all in the form and amounts specified herein.

If the bidder to whom the contract is awarded shall fail to sign and execute said contract and bond and furnish the required insurance, then the aforesaid cash bond or certified check shall be considered as liquidated damages and shall be forfeited to the Village of Scarsdale.

**Bidder's Qualifications**

Section 4. Each bidder shall be skilled and regularly engaged in the class of work bid upon. He shall carefully examine the location selected for the work and make himself familiar with the drawings and specifications of the same before submitting his proposal, in order that no misunderstanding shall exist in regard to the nature and character of the work to be done. No bids will be considered from bidders who are unable to show that they have successfully and satisfactorily performed work substantial in extent and similar in character to that on which they are bidding.

Each bidder shall carefully fill out in detail the experience and equipment questionnaire provided in the proposal. In addition, each bidder shall furnish financial references upon the form provided in the proposal. All such information will be utilized by the Engineer in comparing the history, reputation, organization, capacity and responsibility of the various bidders for satisfactory and faithful performance of work of the character herein contemplated.

**Bidder to Determine Conditions at Site of Work**

Section 5. It is expected that bidders will make a personal inspection of the site and take measurements to obtain the necessary information as to the location, foundation material, space requirements, etc., to enable them to make up their bids intelligently and to advantage. No allowance will be made for any claim that bids were made on incomplete information as to the nature and character of the site or work involved.

It is expressly understood that the Board of Trustees of the Village of Scarsdale does not guarantee the accuracy of any data given or shown on the plans regarding the location, character or extent of existing surface or sub-surface conditions.

**Prosecution and Completion of Work**

Section 6. The bidder to whom the contract is awarded will be prepared to start work within 7 days or as directed by the Village after signing the contract, to prosecute the work expeditiously, and to satisfactorily complete the contract by May 31, 2013.

**Extra Engineering Charges**

Section 7. If the work embraced in the contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the Village in connection with the work from the completion date originally fixed in the contract to the final date of completion of the work may be charged to the Contractor and deducted by the Board of Trustees from the final monies due the Contractor. Any extra or supplemental work added to the original contract, as well as delays from sources beyond the control of the Contractor, will be given due consideration by the Board of Trustees before assessing engineering and inspection charges against the Contractor. Such charges will

be assessed, however, in cases where the work has been unduly delayed by the Contractor because of inefficient operation, insufficient work force, lack of adequate equipment or for any other reason for which the Board of Trustees determines the Contractor liable.

**Withdrawal of Bids**

Section 8. No bid will be allowed to be withdrawn for any reason whatever after it has been deposited with the Village until after a period of forty-five days.

**Acceptance or Rejection of Bids**

Section 9. The Board of Trustees of the Village of Scarsdale reserves the right to reject any or all proposals, to accept any bid, to omit any item or items and to waive any informality in a proposal, as deemed advisable in the interest of the Village. The Board may reject a proposal in which any unit bid price appears, in its judgment, to be unrealistic or out of balance with known costs or other unit prices in the proposal.

The Board may reject any proposal where there is substantial evidence that the bidder has performed previous Village work in willful contravention of the terms and conditions of the specifications and contract, has delayed such work unnecessarily, and who has by neglect or indifference performed work so as to cause numerous complaints from and annoyance to property owners within the vicinity of such work.

**Comparison of Bids**

Section 10. The approximate quantities set forth in Section 11 will be used, not for final estimate, but as a basis for comparison for bids when considered in connection with the price bid for the various items.

**Approximate Quantities**

Section 11. Indicated below are the approximate quantities of work to be done. The Village of Scarsdale does not, by expression or implication, agree that the actual amount of work will correspond with the approximate quantities as given herein, but reserves the right to increase or decrease the amount of any item or items as may be deemed advisable in the best interest of the Village.

**Insurance Requirements**

1. All coverage, (Village Insured or Contract Insured), required for this project shall be placed with an Insurance Company having a Best Rating of A ‑ X or better. Insurance coverage submitted from an Insurance Company having a lesser rating shall only be permitted if approval is granted by the Village Attorney.
2. **Certificate of Insurance (Contractor Insured)**
3. **Workmen’s Compensation (Sec. 57 W.C.L. – Form C-105.2)**
4. **Disability Benefits (Sec. 220(B) D.B.L. – Form DB-120.1)**
5. **General Liability**
6. **Bodily Injury - 3,000,000**
7. **Property Damage - 1,000,000**

A certificate of insurance **naming the Village as additional insured,** in form satisfactory to the Village Attorney, with limits for personal injury of not less than **$1,000,000 for any one person and not less than 3,000,000 for any one accident and not less than $100,000 for any one accident and $1,000,000 in the aggregate for property damage**, insuring the village, its officers, employees and agents against any liability for personal injury or property damage, directly or indirectly resulting from or arising out of the granting of any such permit or any such opening or the method and manner of doing any work permitted or required by any such permit or under this Article or any negligent act or omission in connection therewith on the part of the permittee, his employees or agents, provided that a public service corporation may, at its option, file an undertaking, in form satisfactory to the Village Attorney, to indemnify and save harmless the village, its officers, employees and agents from any such liability, covering all openings made by it.

1. **Include the Village of Scarsdale as an Additional Insured. Include as Additional Insured:**

1. **“It is agreed that the contractor will hold the Village of Scarsdale, its officers, servants and agents harmless, for personal injury or property damage, directly or indirectly resulting from or arising out of the method or manner of doing any work performed under this contract or any negligent act or omission in connection therewith on the part of the contractor, his (its) servants or agents.”**
2. **In event of cancellation a ten (10) day written notice will be given to the Village of Scarsdale prior to cancellation.**

Note: Original copies of insurance policies affording above coverage, for which certificates of insurance are to be furnished to the Village, must be submitted to the Village for examination along with the submission of certificate, but the policies will be returned promptly.

1. Contractor Execute Before a Notary Public and Deliver to the Village the Following “Hold Harmless” Agreement:

**"It is agreed that the contractor shall indemnify and save harmless the Village of Scarsdale, its officers, employees and agents from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered, by reason of any act or omission of said contractor, his subcontractor, his agents or employees, in the execution of the work or in the guarding of it or of any failure to comply with any law, ordinance or regulation or by reason of the method or manner of doing the work provided in this contract."**

1. Disqualification of Bidders:

Bids shall not be accepted from firms which have pleaded guilty to or, otherwise, been convicted of bid rigging or related criminal charges. Nor will bids be accepted from firms which include a principal or an officer who has pleaded guilty to, or otherwise, been convicted of bid rigging or related criminal charges. Such bidders are disqualified from bidding on this project.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SCHEDULE OF UNIT PRICES**  **RESURFACING VARIOUS ROADS CONTRACT VM# 1141** | | | | |
| **Item** | **Description** |  | **Approx Quantity** | **Unit of Measure** |
|  | Furnishing & Placing asphalt minor excavation and preparation of existing road surface |  | 50 | Ton |
|  | Furnishing & Placing asphalt concrete wearing course, Type 6F3, 1 ½” depth after compaction, as directed. (Temporary pavement markings including striping & directional arrows in accordance with NYSDOT specifications at Fox Meadow Road & Walworth Ave only) |  | 4100 | Ton |
|  | Furnishing & placing NYSDOT Type 1 base course, 4” in depth after compaction, including excavation, and preparation of sub grade |  | 20 | Ton |
|  | Cold Milling of Roadways |  | 36,000 | Sq./Yds. |
|  | Resetting of manhole castings (Village, Verizon, Con Ed and/or WCDEF owned including all labor and materials needed to reset manhole castings. |  | 20 | Each |
|  | Resetting of storm catch basin castings, including all labor and materials needed to reset catch basin castings |  | 8 | Each |
|  | Resetting of water valve boxes including all Labor. Rite Hite ring materials provided by contractor. |  | 8 | Each |
|  | Install new manhole frame and castings. AOBE frame and castings to be supplied by the Village, Contractor to pick-up frame and casting at Scarsdale DPW Yard, supply all labor, mortar, bricks, etc. to set new frame and casting to grade and dispose of old unit AOBE. |  | 50 | Each |

**Waiver of Immunity - N.Y. State**

Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commissioner, or other state agency, head of a municipal department or other municipal agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

1. such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from entering into any contracts with any public authority municipal corporation or public department, agency, or official thereof, for goods, work or services, for a period of five years after such refusal, and
2. any and all contracts made with any public authority, municipal corporation or any public department, agency or official thereof, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the public authority or municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority or municipal corporation for goods delivered for work done prior to the cancellations or termination shall be paid.

Section 14.

**Nondiscrimination Clauses - N.Y. State**

During the performance of the contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color, or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training.
2. The contractor will send each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (h) (hereafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Village as part of the bid or negotiation of this contract, the Contractor shall request the labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color, national origin, and that such labor union or representative either will affirmatively cooperate with the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions or employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discriminations because of race, creed, sex, color or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law, and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records, and accounts by the State Commission for Human Rights, the Attorney General, Village, Commissioner of Housing and Community Renewal and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Village upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until he has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
7. If this Contract is cancelled or terminated under clause (f), in addition to other rights of the Village provided in this Contract upon its breach by the Contractor, the Contractor will hold the Village harmless against any additional expenses or costs incurred by the Village in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this Contract, and the Village may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bonds if necessary.
8. The Contractor will include the provisions of clauses (a)through (g) in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the municipality may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Village, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Section 15.

**Labor Law - New York State**

The Contractor shall comply in all respects with the applicable sections of the Labor Law of the State of New York. Article 8 of the Labor Law required that:

1. no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of emergencies set forth in the Labor Law such as fire, flood or danger to life or property;
2. each laborer, workman or mechanic employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements as determined by fiscal officer;
3. The Contractor and every subcontractor on public works contracts shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, as the case may be for the various classes of mechanics, workingmen, or laborers employed on the work. Section 220-e of the Labor Law requires that in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, sex, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; that no contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance if work under this Contract on account of race, creed, sex, color or national origin; that there may be deducted from the amount payable to the Contractor by the State or Village under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and that this Contract may be cancelled or terminated by the State or Village, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract. The aforesaid provisions of Section 220-e which covers every Contract for or on behalf of the State or Village for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York Section 222 of the Labor Law requires that preference in employment shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment; that persons other than citizens of the State of New York may be employed when such citizens are not available; and that if the requirements of Section 222 concerning preference in employment to citizens of the State of New York are not complied with, the Contract shall be void. Section 222-a of the Labor Law requires that if in the construction of the public work a harmful dust hazard is created for which appliances or methods for elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances of methods shall be installed and maintained and effectively operated by the Contractor; and that if the provisions of Section 222-a concerning harmful dust hazards are not complied with, this Contract shall be void.

Section 16.

**Minimum Wage Rates - New York State**

In accordance with Section 220 of the Labor Law of the State of New York, the Industrial Commissioner has designated the prevailing hourly supplements to be paid to employees on the work as shown on the Schedule of Wages and Supplements in effect at the time of award of Contract.

The Contractor shall comply with the requirements of the Labor Law regarding the determination of the rates to be paid for occupations which do not appear on schedule but which are required to complete the work. The Contractor shall make provisions for disability benefits, workmen's compensation, unemployment insurance and social security, as required by law.

Section 17.

**Non-collusive Bidding Certification**

1. By submission of this bid, each bidder and each person signing on behalf of any 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 knowledge and belief:
2. 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;
3. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor and
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

The Attorney General on September 24, 1965 ruled that corporate bidder may comply with the non-collusive bidding provisions of Section 103 (d) of the General Municipal Law through use of a blanket resolution authorizing the execution of the required certificate by a specified person to cover all bids made by the corporation within a specified period of time, or until the resolution is rescinded.

Each bid must be accompanied by a separate non-collusive certificate and the corporate resolution, to which must be appended a statement by the secretary of the corporation that the resolution is in full force and effect at the date of bid.

**VILLAGE OF SCARSDALE, NEW YORK**

**ARTICLES OF AGREEMENT**

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**VILLAGE OF SCARSDALE, NEW YORK**

**ARTICLES OF AGREEMENT**

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**VILLAGE OF SCARSDALE**

**WESTCHESTER COUNTY, NEW YORK**

**CONTRACT VM# 1141**

**ARTICLES OF AGREEMENT**

THIS CONTRACT, made and entered into this day of , in the year Two Thousand and , by and between the Village of Scarsdale, a municipal corporation of the State of New York, acting through its Board of Trustees, hereafter called the Village, and a corporation organized and existing under the laws of the State of , hereafter called the contractor.

WITNESSETH, that the Village and the Contractor hereto mutually agree as follows:

**ARTICLE I - STATEMENT OF WORK AND COMPENSATION THEREFOR**

Section 1. The Contractor shall, under conditions set forth in a bond bearing the date of 2012, which is hereto attached and made a part hereof, furnish all of the necessary materials, labor, plant, machinery,

transportation and appliances and, at his own risk and expense, construct and complete in accordance with these Articles of Agreement, Information for Bidders, and the Proposal, the Specifications and the Contract Drawings, which are attached to these Articles of Agreement and hereby made a part of this Contract, (all of which Contract Documents the Contractor acknowledges he has

read and examined) and in accordance with such detail drawings and instructions as may be issued or given by the Engineer during the progress of the work, for the consideration of the unit prices specified and subscribed to by the contractor in the Proposal. The estimated amount of this contract, based upon such unit prices is

**PROPOSAL**  ……………… ($ ).

**ARTICLE II - COMMENCEMENT AND COMPLETION OF WORK**

Section 2. The Contractor shall commence in an active way, by the use of tools and labor, the work as herein contracted for within seven days from the date of signing this contract and proceed with due diligence and dispatch, so as to satisfactorily complete the entire work under this contract by **May 31, 2013**.

**ARTICLE III - DEFINITION OF TERMS**

Section 3. Wherever the word "Village" is used in this contract, it shall be understood to mean the Village of Scarsdale, acting through its Board of trustees or its’ Village Manager.

Wherever the word "Contractor" or pronouns in place thereof are used in this contract, they are to be considered as referring to the meaning the contractor or the legal representative of such company or firm.

Wherever the word "Engineer" shall occur, it shall be understood to mean the Engineer designated in writing by the Village Manager and employed by and acting under the authority of the Village of Scarsdale.

Wherever in the specifications or upon the drawings the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Engineer is intended and similarly the words "approved," "acceptable," "satisfactory" or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

Wherever the word "subcontractor" shall occur, it shall be understood to mean a person, firm or corporation supplying labor, materials, and/or implements to the Contractor for work at the site of the project.

Wherever the words "the Contract Documents" are used they shall be understood to include the Information for Bidders, the Proposal, the Articles of Agreement, the Specifications and the Contract Drawings or Plans.

**ARTICLE IV - GENERAL AND WORKING DRAWINGS**

**Contract Drawings**

Section 4. The contract drawings herein before referred to and made a part of hereof are those attached to this document.

**Scope of Work**

Section 5. The general plans and drawings included in the Contract Documents are intended to give the general scope and type of the proposed work, but are subject to such revision and amplification as the Engineer may deem necessary for the proper construction of the facilities contemplated by this contract, or to the working out of more complete details, where required to obtain the results desired, as each particular point is reached in the progress of the work. Such changes in drawings / specifications may include rearrangement of structures and equipment and may result in increases or decreases in the quantities of the various items to be used.

**Special Drawings**

Section 6. Whenever required by the specifications or the Engineer, the Contractor shall make special or detailed drawings in amplification of the drawings referred to in this contract or in the furtherance of the specifications before proceeding with the work. Such drawings shall be submitted to the Engineer, in the form of blue prints in duplicate. If approved, one set of such prints will be returned to the Contractor marked approved. If changes or corrections are necessary, one set will be returned to the Contractor with such changes or corrections noted, and the Contractor shall resubmit corrected or changed prints in duplicate. When a drawing has been approved, the Contractor shall furnish the Engineer with additional blue print copies or with the tracing or an equivalent as regards facility for printing.

It is understood that the approval by the Engineer of the Contractor's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with the intention of the contract and shall not excuse or constitute a waiver of errors, discrepancies or omissions.

**Interpretations and Deviations**

Section 7. All questions regarding the figures, drawings, plans and specifications and the interpretation thereof and the resolving of conflicts and inconsistencies therein shall be determined by the Engineer. All questions, disputes, or differences regarding the work shall be determined by the Engineer and work shall be performed in accordance with such determinations and the instructions of the Engineer.

Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after authority is obtained from the Engineer.

**Conflicts, Omissions or Misdescription**

Section 8. The Contractor shall keep on the work a copy of the drawings and specifications, and the Engineer at all times shall have access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of difference between the drawings and specifications, the specifications shall govern. Omissions from the drawings or specifications or the misdescription of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omissions and details of work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

**ARTICLE V - RIGHTS AND RESPONSIBILITIES OF VILLAGE**

**Changes in the Work**

Section 9. Should occasion demand or the Engineer deem it advisable, the Village shall have the right to make alterations in locations, elevations, position, dimensions, details, quality or quantities of material. The Village also reserves the right to eliminate any item or items deemed advisable. Such changes, ordered by the Engineer in writing, shall not be a basis for additional compensation beyond the unit prices bid for the items involved, unless the work is decreased beyond an amount of twenty-five percent of the total amount of the contract price, based upon the estimated quantities. The determination of the Engineer shall be final upon questions as to the allowance of additional compensation under such conditions.

If for any reason the Engineer shall deem it advisable and necessary to increase the number of units in any item, reasonable written notice having been given, the compensation for the additional work shall be full compensation for the said work.

Should the Contractor desire to make any alterations in the contract plans or specifications, for the purpose of adapting the work to some particular method which he desires to use the same shall be submitted to the Engineer, whose decision on the adaptability and relative value shall be final.

**Termination of Contract and Completion of Work**

Section 10. If the work to be done under this contract shall be abandoned or of the contract or any claim there under shall be assigned by the Contractor otherwise than as herein specified or if at any time the Engineer shall be of the opinion and shall so certify in writing to the Village that the conditions herein specified as to the rate of progress are not being fulfilled or that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the

Contractor has violated any provisions of this contract, the Village may notify the Contractor to discontinue all work or such part thereof as the Village may designate and the Village may thereupon, by contract or otherwise as it may

determine, complete the work or such part thereof and charge the entire expense of so completing the work or part thereof to the Contractor; for such completion the Village, for itself or its contractors, may take possession of and use or

cause to be used in the completion of the work or part thereof any of such materials, equipment, machinery, implements and tools of every description as may be found upon the site of the said work.

All expenses incurred under this section shall be deducted and paid by the Village out of any money then due or to become due the Contractor under this contract or any part thereof; and in such accounting the Village shall not be held to obtain the lowest figures for the work of completing the contract or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged

are less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of excess to the Village upon completion of the work without further demand being made thereof.

**Use of Completed Portions of Work**

Section 11. The Village shall have the right to operate and use any part of the work so far completed as to make it possible to operate the same.

Such operation shall not be construed to mean an acceptance of the work. The Contractor shall be liable for and make good any defects in construction, which shall then or thereafter develop. The Contractor will not be liable for

any damage done by the Village or its representatives during such operations unless such damages were a result of faulty work or materials.

**No Waiver of Rights**

Section 12. Neither the inspection by the Village or Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any payments for or acceptance of the whole or any part of the work by the

Village or Engineer or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Village or any right to damages herein provided. No waiver of any breach of this contract shall be held to be a waiver of any other subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, that is, and in addition to all other suits, actions or legal proceedings, the Village shall also be entitled as of right to a suit of injunction against any breach of any provision of this contract.

**Village Not Liable**

Section 13. Neither the Village nor any agent, officer, nor representative thereof, shall be liable for, or be held to pay any money to the Contractor, except as herein provided, and the acceptance by the Contractor of the payment

provided on the final estimate shall operate as and shall be a release to the Village, its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the Village or any other person relating to or affecting the work, except the claim against the Village for the remainder, if any there be, of the amounts kept or retained as herein provided.

**Accuracy of Furnished Data Not Guaranteed**

Section 14. No guarantee is given as to the correctness of any information furnished the Contractor on the drawings or otherwise regarding the surface or sub-surface structures or conditions. Such information is furnished only for the purpose of acquainting the Contractor with the data in the possession of the Village and the Contractor must verify this information to his own satisfaction.

**ARTICLE VI - AUTHORITY AND DUTIES OF ENGINEER**

**Status and Authority of Engineer**

Section 15. All work under this contract shall be subject at all times to the supervision ad direction of the Engineer and his authorized assistants. The work shall be done to the satisfaction of the Engineer, who shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work, materials, equipment and appliances, which are to paid for hereunder.

In case any dispute arises with reference to the true meaning, intent and effect or the Drawings, Specifications, Proposal, or terms and provisions of the Articles of Agreement of any part or parts of the Contract Documents, or

in case any claim shall be made by the Contractor, or by anyone in his behalf, either during the progress of the work or after its completion, for or on account of any matter or thing arising out of or relating in any manner to the said Contract Documents, or to the fulfillment or non-fulfillment or breach thereof, including any claims for damages on account of delay in the completion of this agreement, in every such case the dispute or claim shall be submitted to the Engineer for decision and his award or decision thereon shall be the final decision and binding on all parties hereto; and shall be a condition precedent to the right of the Contractor to receive any money hereunder.

**Lines and Grades**

Section 16. The Contractor shall determine all main or controlling lines and grades and the Contractor shall carefully preserve all marks obtained. Minor and detail measurements and elevations that are easily obtained from the main or controlling lines and grades by means of template, plumb line or tape, shall be determined and set by the Contractor who shall be responsible for their accuracy, whether or not they are checked by the Engineer. In the event of marks placed by the Engineer being destroyed through carelessness the part of the Contractor and the destruction of these marks causes a delay in the work until such time as the Engineer can replace the same, the Contractor shall have no claim for damages or extension of time. The Contractor shall keep the Engineer informed a reasonable time in advance of the times and places at which he intends to do work where he will require lines and grades in order that they may be furnished and that necessary measurement for record and payment may be made with a minimum of inconvenience to the Engineer or of delay to the Contractor.

**Inspection and Examination of Work**

Section 17. The Engineer, his assistants, inspectors and properly authorized persons shall have free access to the work at all times and all places where materials for the work are being prepared and for the purpose of giving lines and elevations and to measure and inspect the work or materials.

The Contractor shall provide safe and proper facilities for access by the Engineer and shall furnish such samples for making tests or for future reference as may be required without extra compensation. The Contractor shall at all times furnish the Engineer reasonable written notice for the purpose of inspecting the materials furnished and the work done under the specifications.

The Contractor will not, however, by such inspection, be relieved of his obligation to supervise the work and fulfill in every way his contract, for it is hereby distinctly understood and mutually agreed to by both parties to this contract than an assistant or inspector is not in any sense considered as in charge of the prosecution of the work. The duties of an assistant or inspector are simply to act as a representative to protect the interests of the Village, to report any deviations from the specifications he may notice and, if, in his opinion, such action becomes necessary, to order the work stopped until the Engineer is notified and has decided in what manner and by what methods the work shall proceed. Stop work orders will be issued in writing and will give the reason for their issuance. Such orders shall be received and immediately obeyed by the foreman in charge of the work.

The Engineer shall have the right to delegate the inspection of the work to such person or persons as he may see fit to employ for the purpose. Such inspectors or assistants may call to the attention of the Contractor or his

representatives any departure from or infraction of the provisions of this contract in the progress of the work, but no person or persons shall, except by the consent of all parties to the agreement, have power or authority to waive or modify any provision of this contract. The failure on the part of the Engineer or any inspector or assistant or any other person or persons to notify the Contractor of faults or omissions in the carrying out on his part fully to perform all of the conditions, provisions and agreements that are to be kept observed or performed by him in accordance with the terms of this contract.

The Engineer shall be furnished with every reasonable facility for the ascertaining that the work is in accordance with the requirements and the intentions of this contract; even to the extent of uncovering or taking down portions of finished work. Should this be deemed necessary and the work

thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for by the Village at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

**Right to Retain Imperfect Work**

Section 18. If any part or portion of the work done or materials furnished under this contract shall prove defective and not in accordance with the plans and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work will create conditions which are dangerous or undesirable, the Engineer shall have the right and authority to retain such work, but shall make such deductions in the final payment therefore as in his opinion may be just and reasonable.

**ARTICLE VII - RESPONSIBILITIES OF CONTRACTOR**

**Scope of the Contractor's Services**

Section 19. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation and other facilities necessary for the execution and completion of the work.

Contractor's Understanding

Section 20. the Contractor hereby declares that he has read each clause in the "Articles of Agreement" and that he has thoroughly examined the contract drawings and all other Contract Documents covering the work to be done under this contract. He hereby agrees that he will comply with all terms therein set forth.

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Village, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

**Contractor's Representatives**

Section 21. The Contractor shall keep on the work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. If, for any reason, the Contractor or his representatives is not given any part of the work when it is necessary to give directions, orders will be given by the Engineer or his assistants and shall be obeyed by the foreman who may have immediate charge of the men employed on the particular work in relation to which orders may be given.

**Character of Contractor's Employees**

Section 22. The Contractor shall employ only competent and skilled men and first class mechanics and artisans on all parts of the work. Whenever the Engineer shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, obstructs the progress of the work or disobeys or evades instructions, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Engineer.

**Responsibility for Materials**

Section 23. The Contractor shall be held responsible for any and all materials, equipment, appliances and work to the full amount of all payments made thereon and he will be required to make good at his own cost any injury or damage which said material or work may sustain from any unforeseen obstructions or difficulties which may be encountered or from any action of the elements or from any source or cause whatsoever before the final acceptance thereof.

**Work to be Complete**

Section 24. If any workmanship, equipment, appliances or materials be required which are obviously necessary in order to carry out the full intent and meaning of the plans and specifications or to secure satisfactory results in the

construction and operation of the work, although the same may not be either directly or indirectly specifically noted by plans or specifications, the Contractor hereby agrees to consider and provide for the same in his proposal for the work as fully as if they were so specifically noted and shall execute the same without charge or claim for extra compensation thereof.

**Responsibility for Work, Loss and Damage**

Section 25. The Contractor shall assume all responsibility for the work and shall take all precautions for preventing injury to persons or property in or about the work; shall bear all losses resulting from the amount or character of the work being different or because the nature of the premises in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or any other cause; and he shall assume the defense of and indemnify and hold harmless the Village, its officers and agents from all claims relating to labor and materials furnished for the work, from all claims arising or based upon any violations of any legislative acts and Village ordinances and all violations of law by the Contractor, subcontractor or his employees and from all claims relating to inventions, patents and patent rights used during with work, to injuries to any person, corporation or property received or sustained by or in subcontractors or employees during the prosecution of the work or in consequence of any improper materials or implements of labor used therein of defects in apparatus, ways, works, machinery or plant, or to any act, omission or neglect of the Contractor, his agents or employees.

**Damages to be paid**

Section 26. The Contractor shall pay to the Village all expenses, losses and damages as determined by the Engineer incurred by the Village in consequence of any defect, omission or mistake of the Contractor, his agents, subcontractors or employees or the making good thereof and the Engineer is hereby authorized to deduct the same, as determined, from monthly and final payments.

**Relation to Other Contractors**

Section 27. The Contractor shall arrange to carry on his work so as not to interfere with the placing or replacing of facilities by public utility companies, with the contractors on present or future contracts with the Village or with such other work as the Village is itself doing or shall undertake to do. The Contractor shall assume all responsibility for, and shall take all precautions in preventing, injury to work completed or in progress by other contractors or by the Village in or about the work. He shall cover and protect such work from damage and all injury to same before the completion of this contract shall be made good by him.

**Permits - Occupying Private Land**

Section 28. It is agreed that the Contractor shall be responsible for and shall procure and pay for all licenses or permits that may be required by law, Village ordinances, State regulations, of the laws, ordinances or regulations of any other authority that has jurisdiction, in the prosecution of any and all parts of the work embraced in this contract. The Contractor shall not, without consent from the proper parties, enter or occupy with men, tools or materials, any land outside of the rights-of-way or property of the Village.

**Protection of Work**

Section 29. The Contractor shall provide watchman, red flags and red lights to burn between twilight and sunrise and shall erect and maintain guards and all other necessary protection about the work at his own expense and shall also take such other precautions as shall be necessary to protect life, limb and property. The Village reserves the right to remedy any neglect on the part of the Contractor as regards to the protection of the work which may come to its attention after twenty-four hours notice in writing, except in cases of emergency, when it shall have the right to remedy any neglect without previous notice and in either case to deduct the cost of such remedy from money due the Contractor.

**Clearing Ground and Cleaning Up**

Section 30. The work under construction shall be kept clean and the Contractor shall maintain the site in a neat condition and no undesirable accumulation of debris or materials shall be allowed.

On or before the completion of the work, the Contractor shall, without additional compensation, excepting as otherwise specifically directed or permitted in writing, tear down and remove all temporary buildings and structures which had been provided by him; shall remove from the premises all lumber, shoring, debris, surplus materials of every kind, plant, machinery and other equipment installed by him; shall effectively remove and dispose of in a satisfactory manner all sanitaries or accumulations of any organic refuse from any sources from any grounds occupied by him within the limits of the property of the Village or of private persons and corporations and shall leave all parts of the premises and the grounds of private persons and corporations and the adjacent property which may have been affected by his operations, and the streets and sidewalks in a neat and satisfactory condition. The Engineer may have such work done at the expense of the Contractor if he shall refuse to comply, within three days, with an order in writing to this effect.

**ARTICLE VIII - PROGRESS AND CONTROL OF WORK**

**Order and Direction of Work**

Section 31. The work to be done shall be under the general supervision of the Engineer. The Contractor shall immediately comply with any and all orders and instructions given by the Engineer. The order of sequence of execution of the work and the general conduct shall be subject to the approval and direction of the Engineer. At his direction, he may from time to time direct the order which, and points at which, the work shall be prosecuted; and may exercise such general control over the conduct of the work at any time or place that shall be required, in his opinion, to safeguard the interests of the Village. No work shall be carried on or constructed except by the specific consent of the Engineer, unless in the presence of a duly authorized assistant or inspector. Any work done without lines, levels or instructions having been given by the Engineer or during the absence of an assistant or inspector will not be estimated or paid for except when such work is authorized to be done in such a manner by the Engineer. Work done without such authority may be ordered removed and replaced at the Contractor's expense.

The direction or approval of the execution and general conduct of the work by the Engineer shall in no way affect the responsibility or release the Contractor from any of his obligations and liabilities under this contract, as nothing herein contained shall be assumed as taking control of the work by the Village or the Engineer.

**Material and Workmanship**

Section 32. All materials, equipment, appliances and workmanship, unless otherwise specified, shall be the best of their respective kinds and in conformity and harmony with the general intent and requirements of the specifications in order to secure the best standard of work for the purpose of the design and all the work contemplated and described in them shall be done in a perfect and thoroughly workmanlike manner and shall be required to produce the results specified in this contract, all to the satisfaction of the Engineer.

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 Engineer as insufficient or improper for securing the quality of work required, he may order the Contractor to improve their character and the Contractor shall conform to such order, but failure of the Engineer to demand such improvement shall not release the Contractor from his obligation to secure the quality of the work specified. The Contractor shall use such plant and equipment as are required properly to execute and complete the work within the time fixed in this contract.

**Materials Specified**

Section 33. Where materials or equipment are called for specifically by name of manufacturer, the specifications are intended as a standard of style and quality only. Whether or not the words "or equal" are appended and whether or not more than one manufacturers name is given, it is to be understood that the material or equipment of other make is acceptable and may be substituted if the Contractor shows to the satisfaction of the Engineer that the alternate or substitute is equal in materials, workmanship, finish, service and cost of upkeep to that mentioned in the specifications.

**Provisional Acceptance**

Section 34. All materials equipment, appurtenances or work once accepted by the Engineer may be rejected at any time should any defect in the same or any variations from the requirements of the specifications be discovered before the entire work has been finally accepted and fully paid for. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used, after they have been attached or affixed to the work or soil, but all such materials shall, upon being so attached or affixed, become the property of the Village of Scarsdale.

**Rejected Materials and Work**

Section 35. The Contractor further agrees to remove from the territory of the work, without delay, all rejected and condemned material or work and upon his failure so to do, or to make satisfactory progress in so doing, within forty-eight hours after having been so ordered by the Engineer in writing, the condemned material or work may be removed by the Village and the cost of such removal shall be taken out of the money that may be due, retained or may become due the said Contractor on account of or by virtue of this contract. The Contractor further agrees to replace promptly, at his own expense, all work, materials, equipment or appliances rejected for failure to comply with the requirements of this contract.

**Approval of Subcontracts**

Section 36. The Contractor shall, as soon as practicable after the signing of the contract, notify the Engineer in writing of the names of subcontractors proposed for the work and shall not employ any that the Engineer may within a reasonable time object to as incompetent or unfit.

The Contractor agrees that he is as fully responsible to the Village for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the Village.

* 1. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has received written approval of such Subcontractor from the Village.
  2. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. All subcontractors must have adequate superintendence on the work site when they are performing work.
  3. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
  4. The Contractor shall not subcontract more than 50% of the total work of this contract.

**Schedules and Progress Reports**

Section 37. The Contractor, if so directed, shall furnish a schedule of expected progress of the work under the contract, showing approximately the dates on which each part or division of the work is expected to be begun and finished. The Contractor shall also forward to the Engineer, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of work under the contract in the mills or shops and in the field, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any.

**Delays and Extension of Time**

Section 38. The Contractor expressly covenants and agrees that in undertaking to complete the work within the time specified he has taken into consideration and made allowance for all of the delays and hindrances incident to such work, whether growing out of delays in securing materials, equipment, appliances or workman, inclement weather or otherwise. If the Contractor be delayed at any time in the progress of the work by any act or neglect of the

Village or of its employees, or by any other Contractor employed by the Village, or by public utility companies placing or replacing facilities within or adjacent to the contract location, or by strikes, lockouts, fire, unusual

delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, the Contractor shall have no claim for damages for any such cause or delay, but he shall in such cases be entitled to such extension of the time herein specified for the completion of the work as the Engineer shall in writing certify to be just an proper; provided that claim for such extension of time is made by the Contractor in writing within ten days from the time when such alleged cause for delay shall occur. When extra work is ordered at any time during the progress of the work, which required, in the opinion of the Engineer, an unavoidable increase of time for the completion of the contract, a suitable extension of the time of completion shall be made by the Engineer, in writing, at the time the extra work is ordered. Such extensions, when granted, shall be considered as fixing a new time for completion in accordance with the terms of this contract.

**Slackened Progress**

Section 39. If at any time the rate of progress is such that, in the judgment of the Engineer, the work will not be completed within the time specified, he may notify the Contractor, who thereupon will proceed at once with such additional force, machinery, equipment and methods as the Engineer deems necessary to finish the work on time, but the failure of the Engineer to give such notice shall not relieve the Contractor of his obligation to complete the work at the time specified in this contract.

**Sunday and Night Work**

Section 40. No work requiring the presence of the Engineer or inspectors shall be done between the hours of 6:00 P.M. and 7:00 A.M. established local time, nor on Sundays and legal holidays, except such as necessary for the

proper care and protection of the work already performed or except in case of an emergency and then only with the permission of the Engineer; provided, however, that this clause does not operate in the case of a gang organized for the regular continuous night work with the approval of the Engineer.

**Work in Bad Weather**

Section 41. During freezing, stormy and inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to give first class construction throughout.

**Final Inspection**

Section 42. As the work approaches completion the Contractor shall systematically and thoroughly clean and make any needed repairs to all the portions of the work under the contract. He shall furnish, at his own expense, suitable tools and labor for cleaning out all dirt, mortar and foreign substances. Any undue leakage of water into or from any structure or pipe such as to make the work fall short of first class work shall be promptly corrected by the Contractor at his own expense. Cleaning and repairs shall be arranged so far as practicable to be finished upon the completion of construction work. Final inspection of the work will be made upon completion of cleaning and any necessary repairs. The Contractor at his own expense shall furnish suitable provisions as to needed drainage, workmen and appliances for such final inspection. The Engineer shall not prepare the final estimate until after the final inspection is made.

**ARTICLE IX - MISCELLANEOUS REQUIREMENTS AND RELATIONS**

**Workman's Compensation and Public Liability Insurance**

Section 43. The contractor and all subcontractors shall take out and maintain, at their own expense, adequate workmen's compensation insurance against damages arising from the injury to their employees in accordance with the Laws of the State of New York, and shall take out and maintain during

construction period and for one year thereafter adequate public liability and property damage insurance, to protect said Contractor and subcontractors, and shall furnish, by separate policy or by endorsement to the Contractor's policy, similar liability insurance coverage for the Village, both in accordance with the requirements of the Village and is the amounts set forth in the Information for Bidders.

**Indemnity and Security**

Section 44. The Contractor shall, will and truly keep and perform all agreements, terms and conditions of this contract, on his part to be performed, shall pay for all labor performed or furnished and for all material used or

employed in the carrying out of this contract and shall indemnify and save harmless the Village, its officers, employees and agents from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments

of every nature and description brought or recovered, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it or of any failure to comply with any law, ordinance or regulation or by reason of the method or manner of doing the work as provided in this contract. Such indemnity and security shall be guaranteed by the Contractor's public liability insurance policy to be furnished as required in Section 43.

**Sanitary Regulations**

Section 45. The Contractor shall provide suitable sanitary conveniences for all persons employed on the work, properly secluded from public observation, which locations, type of construction and method of disposal of waste shall be subject to the approval of the Engineer. Potable drinking water shall be supplied on the work by the Contractor and such precautions as the Engineer shall direct shall be given to safeguard the health of the community in the vicinity of the construction work. In the event that any infectious disease occurs among any of the Contractor's employees, the Contractor shall arrange for immediate removal of the patient from the work and isolation from all persons connected therewith.

**Spirituous Liquors**

Section 46. The Contractor shall neither permit nor suffer the introduction or use of spirituous liquors on or about the work embraced in this contract nor upon any of the ground occupied by him and shall remove from the work any employee disobeying this requirement.

**Laws and Regulations**

Section 47. The Contractor shall keep himself fully informed of all State and Federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in the plans, drawings, specifications or contract for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times himself observe and comply with and shall cause all his agents, subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees.

**Personal Attention - No Assignments**

Section 48. The Contractor or a designated official in responsible charge shall give his personal attention constantly to the faithful prosecution of the work and be present either in person or by a duly authorized representative at the site of the work continually during the progress to receive directions or instructions from the Engineer. He shall keep the work under his personal control and shall not assign by power of attorney or otherwise the work or any part thereof without the previous written consent of the Village and shall not either legally or equitably assign any of the money payable under this agreement or his claim thereto unless by and with the like consent of the Village.

**Suits in New York Courts**

Section 49. In case any action of the law or suit in equity may or shall be brought by or against the Village or any of its officers or agents for or on account of any claims under this contract or otherwise, such action of law or suit in equity shall be brought in the courts of the State of New York.

**Refusal to Testify**

Section 50. Upon the refusal of any member, partner, director or officer of said Contractor when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any

relevant question concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or a public department, agency or official thereof, for goods, work or services, for a period of 5 years after such refusal, and (b) any and all contracts made with any municipal corporation or a public department,

agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or goods delivered or work done prior to the cancellation or termination shall be paid.

**ARTICLE X - WORKING CONDITIONS AND MINIMUM WAGE RATES**

**Provisions of New York Labor Law**

Section 51. These follow stipulations from the Labor Law applicable to all municipal contracts:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in one calendar day or more than five days in any one week except in case of extraordinary emergency caused by fire, flood or danger to life or property. No such person shall be employed more than eight hours in any day or more than five days in any one week except in such emergency.
2. Each laborer, workman or mechanic employed by such contractor, subcontractor or other person about or upon such public work, shall be paid the wages herein provided.
3. Any person or corporation that willfully pays after entering into such contract, less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and upon conviction shall be punished, for a first offense by a fine of five hundred dollars ($500) or by imprisonment for not more than thirty days, or by both fine and imprisonment; for a second offense by a fine of one thousand dollars ($1000), and in addition thereto the contract on which the violation has occurred shall be forfeited.
4. The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, sex, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, color or national origin, that there may be deducted from the amount payable to the Contractor by the State or municipality under this contract; and that this contract may be cancelled or terminated by the State or municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.
5. If at any time during the prosecution of this contract a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods for the elimination of harmful dust shall be installed, maintained and effectively operated. If the provisions of this paragraph are not complied with this contract shall be void.

**Minimum Wage Rates**

Section 52. In compliance with Section 220-d of the Labor Law of the State of New York the following schedule of hourly minimum rates of wages shall apply to this contract. The fact that there is no minimum wage rate hereinafter stated for some classifications found to be necessary in the project will not vary or affect the obligation of the Contractor or his compensation therefore.

The Labor Department schedule of hourly minimum rates of wages has been omitted since such rates have not been received prior to the preparation of the Contract Document. When received, bidders will be supplied with copies. However, such omission shall not vary or affect the obligation of the Contractor to comply with the law or his compensation thereof.

**ARTICLE XI - PAYMENTS TO CONTRACTOR**

**Payments to be Made and Accepted**

Section 53. The Village hereby agrees to pay the prices set forth in the proposal submitted by the Contractor hereinbefore referred to and made a part of this contract, for the materials, labor and implements required for the performance of this contract by the Contractor.

The Contractor hereby agrees to accept the prices specified in the proposal submitted by him and hereinbefore set forth as full compensation, for all material and labor required for the performance of this contract; for the use of all equipment, transportation, tools, appliances and other implements necessary for executing the work contemplated in this contract, even if not particularly specified herein, including payment of royalties or license fees in connection

therewith; for all loss and damage arising out of the nature of the work or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses incurred in and in consequence of the suspension or discontinuance of the said work as herein specified and for well and faithfully completing the whole work, according to the plans and specifications, and the instructions and requirements of the Engineer under them.

**Monthly Payments**

Section 54. The Engineer shall at the end of each month make an estimate in writing of the total amount of work done and value thereof which shall include a reasonable allowance for the value of materials delivered upon the premises and not incorporated into the work. All materials upon which such allowance has been made shall thereafter be considered a part of the work or structure and shall become the property of the Village of Scarsdale. The Village shall pay to the Contractor not later than the fifteenth day of each month, while carrying on the work, the balance after deducting there from all previous payments and ten per cent of the estimate, which is to be retained until the final estimate is made, to pay for any claim arising herein. No such estimate of payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of this contract. All estimates setting forth the amount of the work and the allowance for materials, on account of which payment is to be made, will be certified to by the Engineer.

Before payment is made by the Village of any sum or sums due on account of this contract the Contractor and each subcontractor shall, in compliance with Section 220-a of the Labor Law of the State of New York, file a statement in writing with the Treasurer of the Village of Scarsdale, and with any and all laborers, in form satisfactory to said Treasurer of the Village, certifying to the amounts due any and all laborers for daily or weekly wages on account of labor performed upon the work under this contract, setting forth therein the names of persons whose wages are unpaid and the amount due each respectively, which statement so to be filed shall be verified by the oath of the Contractor or subcontractor, as the case may be, that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

**Contractor's Claims**

Section 55. Any claim that the Contractor may have for materials, labor or implements of any kind of nature whatsoever, which are not included in the monthly estimate, shall be filed in writing with the Engineer within ten days

of the delivery of the estimate to the Contractor and in case the claim is not so made within the time stated, the Contractor shall not have any claim or demand on account thereof.

**Preliminary Acceptance Qualified**

Section 56. The Contractor hereby agrees that the final inspection and acceptance of the work is to take place at the completion of the entire work under the contract and that any inspection or acceptance of materials and workmanship at the mills, shops or elsewhere, to facilitate the progress of the work or in connection with any monthly estimate shall not preclude rejection of such materials or workmanship thereafter if same be found unsuitable or not in complete accord with the specifications.

**Compensation for Extra Work**

Section 57. If the Engineer orders in writing any alterations, changes or additions which may be deemed advisable or necessary for the proper completion of the work and which require the furnishing of any additional material, equipment or labor not called for on the plans or in specifications, the Contractor agrees to do such work and to accept as full compensation for such work, the unit prices bid under any item, which the Engineer may deem applicable to said alterations, changes or additions; or, in the absence thereof, such price as may be agreed upon by the Contractor and the Engineer; and if they are unable to agree, the Contractor agrees to accept full compensation, payment based upon cost of materials required, direct additional payroll labor cost

including the cost of the proportion of foreman's time spent on the extra work, plus payment for fifteen percent of the aforementioned costs for profit and overhead including the cost of extra time for supervisors other than foremen, plus fifteen percent of the direct additional payroll labor cost for workman's compensation insurance, plus payment at approved rates for approved use of equipment, provided the Contractor files a detailed statement of such costs and equipment use within one week after the completion of such extra work.

**Extra Work Claims**

Section 58. If the Contractor wishes to claim any work as "Extra Work," which has not been authorized in writing as such by the Engineer, he shall, before starting such work, make a claim in writing to the Engineer for the same. In all cases, the Contractor shall, during the prosecution of such work, submit a daily statement to the Engineer detailing the materials and labor supplied, together with the cost of such materials and the wages paid and from the completion of said work, file with the Engineer an itemized statement in duplicate showing the quantities and prices of labor, insurance, rental, materials or work. In case the Contractor fails to comply with any or all of the above provisions, his claim for compensation shall be forfeited and invalid and he shall not be entitled to payment on account of any such work.

The determination of the Engineer shall be final upon all questions relative to extra work.

**Retained Money**

Section 59. The Village may keep any of the money which would otherwise be payable at any time hereunder and apply the same or as much thereof as may be necessary to the payment of any claims for material or supplies furnished the

Contractor, for the adjustment of wage underpayments or for any expense, loss or damage incurred by the Village or to payment for any damage due the Village from the Contractor on account of the work herein contracted for and for which the

Contractor is liable and may retain, until all claims of whatever character are settled, so much of said money as the Engineer may deem necessary to insure the settlement of all claims against the Contractor. No interest is to be allowed or paid by the Village upon any monies retained under the provisions of this contract.

**Final Estimate**

Section 60. The Engineer shall, as soon as practicable after the completion of the work under this contract, make a final and complete inspection of the entire work in all its details and parts and shall then make a final estimate of the amount of work done hereunder and of the value thereof andthe Engineer shall also fix the date of completion of the said work and incorporate the same into the final estimate and his decision thereon shall be final and binding.

The Contractor and each subcontractor shall file a statement similar to that required as a prerequisite to the payment of any monthly estimate, as provided for in Section 53, before any part of the final payment is made by the Village. Thereupon the Village shall, within thirty days thereafter pay ninety-five percent of the sum so found to be due hereunder, after deducting there from all previous payments. The five percent shall be retained by the Village for one year from the date of the final estimate as guaranty that all work under this contract has been properly, completely and faithfully performed, at the end of which time the Contractor shall furnish the Village with a sworn statement that all bills for labor and materials have been paid. Upon receipt of such statement the Village will pay the Contractor the amount retained, provided, however, that the said Village may and shall at all times reserve and retain out of any and all said installments and said final payment all such sum or sums of money as by the terms hereof or by the laws of the State of New York, said Village is or may be authorized to retain

The Contractor may, when approved by the Board of Trustees, furnish a maintenance bond for 100% of the final Contract Amount for a period of one year, in form satisfactory to the Village Attorney, in lieu of the five percent to be retained as provided in this section, in which case the Village, upon receipt of sworn statement that all bills for labor and materials have been paid, shall pay one hundred percent instead of ninety-five percent of the final payment and under the same conditions.

All prior estimates and payment shall be subject to revision and correction in the final estimate and payment.

IN WITNESS WHEREOF, the said Village of Scarsdale has caused this Agreement to be executed by its duly authorized officers, who, however, incur no possible personal liability by reason of the execution thereof or of anything herein contained and has caused its seal to be affixed hereunto and the Contractor has hereunto set his hand and seal this day of , 2012.

ATTEST: VILLAGE OF SCARSDALE, NEW YORK

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Village Clerk Village Manager

ATTEST: CONTRACTOR

**X**

Name

**X**

Title

**RESURFACING VARIOUS ROADS (2012 -2013)**

**Contract Number VM# 1141**

**VILLAGE OF SCARSDALE, NEW YORK**

To the Board of Trustees of

The Village of Scarsdale

Scarsdale, New York 10583-4303

Dear Ladies/Gentlemen:

The undersigned, as bidder, declares that the only persons interested in this proposal, or the contract proposed to be made as principals, are as stated; that this proposal is in all respects made without collusion or fraud; that no person acting for or employed by the Village of Scarsdale is directly or indirectly interested therein; that he has carefully examined the location of the proposed work, the facilities and conditions pertaining thereto and the attached proposed form of contract and the specifications and drawings therein referred to; and he proposes and agrees, if this proposal is accepted, that he

will contract with the Village of Scarsdale, in the form of the "Articles of Agreement" hereto attached, to supply all necessary machinery, tools, appurtenances and other means of construction and to do the work and furnish the material specified in the contract and specifications or called for by the drawings necessary to complete the work in a manner and within the time prescribed, according to the requirements of the contract and to the satisfaction of the Engineer, at the unit prices listed herein, to wit:

**Resurfacing Various Roads**

**Contract VM# 1141**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SCHEDULE OF UNIT PRICES** | | | | | | |
| **Item** | **Description** |  | **Approx Quantity** | **Unit of Measure** | **Unit Price** | **Amount** |
|  | Furnishing & Placing asphalt concrete wedge course, including minor excavation and preparation of existing road surface. |  | 50 | Ton | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
|  | Furnishing & Placing asphalt concrete wearing course, Type 6F3, 1 ½” depth after compaction, as directed. (Temporary pavement markings including striping & directional arrows in accordance with NYSDOT specifications at Fox Meadow Road and Walworth Avenue only) |  | 4100 | Ton | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
|  | Furnishing & placing NYSDOT Type 3 base course, 4” in depth after compaction, including excavation, and preparation of sub-grade. |  | 20 | Ton | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
|  | Cold Milling of Roadways |  | 36,000 | Square yards | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
|  | Resetting of manhole castings (Village, Verizon, Con Ed and/or WCDEF owned including all labor and materials needed to reset manhole castings). |  | 20 | Each | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
|  | Resetting of storm catch basin castings, including all labor and materials needed to reset catch basin castings |  | 8 | Each | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
|  | Resetting of water valve boxes including all Labor. Rite Hite ring materials provided by contractor. |  | 8 | Each | $\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |

1. Install new manhole frame and castings 50 Each $\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_

AOBE frame and castings to be supplied

by the Village, Contractor to pick-up

frame and casting at Scarsdale DPW Yard,

supply all labor, mortar, bricks, etc.

to set new frame and casting to

grade and dispose of old unit AOBE.

**Grand Total of all items Extended and Totaled:** $

**Written in Words:**

(Dollars)

**VILLAGE OF SCARSDALE**

**SPECIFICATIONS**

**RESURFACING VARIOUS ROADS (2012 -2013)**

**CONTRACT NO. VM# 1141**

Character & Location of Work

Section 1. The Village proposes to resurface and do related work on the following roads, but reserves the right to substitute, add or omit roads or portions thereof. **The Village reserves the right to substitute, omit or add to the following list, in the best interest of the Village.**

**ROAD DISTANCE COLD MILLING**

**BIRCH LANE** (LAKIN ROAD TO DEAD END) COLD MILLING

**BRITE AVENUE** (OLMSTEAD ROAD TO BUTLER ROAD) COLD MILLING

**BUTLER ROAD** (TOMPKINS ROAD TO HICKORY LANE) COLD MILLING

**FERNCLIFF ROAD** (DRAKE ROAD TO ROOSEVELT PLACE) COLD MILLING

**FOX MEADOW ROAD** (FENIMORE ROAD TO HIGHLAND WAY) COLD MILLING

**LAKIN ROAD** (RICHBELL ROAD TO DEAD END) COLD MILLING

**LINCOLN ROAD (**GRAHAM ROAD TO PALMER ROAD) COLD MILLING

**MONTROSE ROAD (**GORHAM ROAD TO FARLEY ROAD) COLD MILLING

**RICHBELL ROAD** (BURGESS ROAD TO POST ROAD) COLD MILLING

**SECOR ROAD** (WYNMOR ROAD TO FOXHALL ROAD) COLD MILLING

**SHERBROOK ROAD (**HEATHCOTE ROAD TO DEAD END) COLD MILLING

**SPRINGDALE ROAD** (#36 SPRINGDALE TO BANSOM ROAD) COLD MILLING

**SPRINGDALE ROAD** (RIDGDALE ROAD TO BANSOM ROAD) COLD MILLING

**WALWORTH AVENUE** (BERKELEY RD TO # 100 WALWORTH AVE) COLD MILLING

**WOODLAND PLACE** (CHASE ROAD TO OAKWOOD PLACE) COLD MILLING

**WYNMOR ROAD** (SECOR ROAD TO FOXHALL ROAD) COLD MILLING

**Note**

**All Driveway and walkway aprons shall be adjusted to new pavement elevation when directed by the Engineer. The aprons shall be constructed concurrent with the paving. Saw cut straight edges and provide keyways (24” wide x 3” deep min.) where directed by Village Engineer. Cost of aprons and keyways shall be included in wearing course item. In addition, all keyways at roadway intersections, around Catch Basin, Manholes, Valve Boxes shall be constructed concurrent with the paving. Saw cut straight edges and provide keyways (24” wide x 3” deep min.) where directed by Village Engineer. Cost of keyways shall be included in wearing course item. Removal and disposal of all material shall be the responsibility of the contractor and included in the wearing course item.**

**Contract Number**

Section 2. For purposes of identification, the work under this contract will be known as Contract No. VM# 1141.

**Payment**

Section 3. The payment for work done under this contract shall be in accordance with the unit of measure and the unit prices or with lump sum prices, as listed in the "Schedule of Unit Prices" in the Proposal and as a bid therein applied to the number of applicable units of work as measured by the Engineer.

Prices bid shall be full compensation for all labor, material, use of tools and equipment, traffic and safety maintenance, insurance, overhead, and other costs necessary or pertinent to the completion of the work as required and as specified herein.

Note:

All materials and form of construction shall comply with the standards and requirements for road pavement, machine rolling, pavement joints, stone curbing, traffic maintenance and protection, cleaning up etc., as specified and required elsewhere in the contract documents. In resurfacing work, high spots or "nodes" not readily wedged into the road cross section shall be excavated and a new sub-grade and base prepared to receive the wearing course. Payment for such work will be included in the bid price for the wearing course.

**Base Course**

Section 4. The contractor shall, after preparation of the

sub grade in an approved manner, install NYSDOT Type 3 Binder 403.138902 plant mixed asphalt concrete, four inches in compacted depth on residential roadways and six inches in compacted depth on arterial roadways, or in areas of heavy vehicular traffic. The depth of the base course shall be as directed by the Engineer. Payment for this item shall include excavation, hand grading, compaction and placing of asphalt concrete and compaction thereof, with a roller weighing not less than ten tons.

**Wedge Course**

Section 5. All potholes and depressions shall be patched and wedged as required to the level of existing surface. All wedged areas shall be feathered at edges and compacted to a smooth even surface prior to the application of the wearing course the wedge course material shall be NYSDOT Type 3 binder or NYSDOT Type 6F top to fit field conditions, and at the discretion of the Engineer. When patches or wedge courses are more than 2 inches in depth it shall be placed in layers having a maximum depth of 2 inches for each layer.

**Wearing Course**

Section 6. The wearing course shall be constructed of asphalt concrete, NYSDOT Type 6F3 - 403.178902. The depth of the course shall be adjusted to meet field conditions with a minimum of 1 ½” compacted thickness. The wearing course shall be laid with a self-propelled paving machine capable of spreading and finishing the material in lane widths applicable to the job site. Any paver found to be worn or defective either before or during its use shall be immediately repaired or replaced, to the satisfaction of the Engineer.

The contractor shall have option of steel wheeled or pneumatic rubber-tired rollers shall be self-propelled and be either 10 to 12 ton three wheeled type, 8 to 10 ton tandem type, or a roller producing a compression with the rear wheels of not less than 250 pounds per inch of tread. Pneumatic rubber-tired rollers shall be self propelled, with no tread pattern and uniformly inflated and rated at 10 tons.

All completed road surfaces shall be put into condition satisfactory to the Engineer.

**Adjusting Castings**

Section 7. Manhole and catch basin frames and valve boxes located in the line of work shall be reset to grade, only where directed. The use of adapters for resetting water valve boxes will be at the discretion of the Engineer. Concrete shall be used to hold casting in new position.

Temporary leveled wedge shall be placed around all casting and cuts in pavement when road is opened to traffic.

Castings embedded into supporting concrete slabs shall be reset to grade or a new concrete slab constructed as directed. The new concrete slab shall be constructed a minimum of 3 days prior to the placing of the asphalt concrete to allow the concrete slab to obtain its required strength.

Where casting and boxes are not directed to be reset, contractor shall cut out old pavement around the perimeter of such castings so that a full resurfacing course will butt the castings. The vertical surfaces of curbs, gutters, existing pavement, and structures in actual content with new bituminous concrete shall be sprayed or painted with the tack-coat material before resurfacing.

**Surface Preparation**

Section 8. The existing road surfaces shall be thoroughly cleaned

by power sweeper or stiff hand pushed brooms. All broken or loose pavement shall be removed.

Potholes and other depressions shall be cut square and the sides cut vertical to provide proper lock of materials. The edges of the prepared holes shall be primed before filling and compaction.

**Surface Treatment**

Section 9. A tack coat when ordered by the Engineer shall be applied to the existing road surfaces, prior to the placing of the wedge or wearing courses.

The tack coat material shall comply with New York State Dept. of

Transportation Specifications for Asphalt Emulsion, Section 702.3401.

A tack coat of asphalt emulsion shall be applied to the existing road surface with a pressure sprayer at the rate of 0.1 gallons per square yard. All pavement edges and joints shall receive a paint coat.

**Rolling and Compaction**

Section 10. Compaction of all bituminous concrete materials and base courses shall be accomplished by the use of a self-powered tandem or equal roller with a minimum 10 ton rating. Hand tamping or mechanical compacting equipment shall be used on all areas inaccessible to rollers.

**Protection of Structures from Bituminous Materials**

Section 11. Curbs and catch basins shall be protected against defacement by all bituminous materials, including asphalt concrete items. Manholes, vaults, valve boxes and other structures shall be covered or treated to prevent concealment of same. It will be the contractors’ responsibility to clean all catch basins and manholes and boxes within the limits of this contract of any deposited material resulting from this operation.

**Existing Joints in Concrete Pavement**

Section 12. When bituminous pavement of any type is to be placed on an existing concrete pavement, longitudinal and transverse joints shall be thoroughly cleaned to the depth required by the Engineer and in a manner satisfactory to the Engineer. Upon completion of the cleaning operation the joints shall be painted with hot asphalt and filled with a fine mix asphalt concrete (mix to be approved by the Engineer) and compacted with an asphalt tamper and smoothing iron. Cost of cleaning the existing joints, painting the joints with hot asphalt, filling them with asphalt concrete (top course material) and compacting same shall be included in the unit price bid for wedge or wearing course.

**Utilities**

Section 13. Utility company manholes, vault castings, valve boxes, etc. must be adjusted to meet new pavement grades. Contractor shall give utility owners an opportunity to do aforementioned work after all warning signs are in place. All costs are to be borne by others.

**Miscellaneous Metals**

Section 14. The miscellaneous metals Item is a contingent Item under this contract. This Item is to be used only where existing castings, which are not included in any other Item of the contract, are found to be cracked or so badly worn that they should be replaced. The Engineer will decide what castings shall be replaced under the above-mentioned conditions. The Village reserves the right to furnish the replacement casting to the contractor for installation. Payment for removal of the old casting and installation of the replacement casting shall be paid under a time and material basis, as approved by the Engineer.

**Test for Thickness**

Section 15. During the placing and rolling operation, repeated checks shall be made to ascertain the correct rate of application of bituminous concrete to provide the required compacted thickness. When directed, the Contractor, at no extra cost to the Village, shall cut test holes at least one for each 1,000 square yards of pavement, and the thickness shall be checked by the Engineer.

If any test hole shows a deficiency of more than 1/4 inch in thickness of the required course, six additional holes shall be cut, 3 each on lines at right angles to each other. Holes shall be spaced 3 feet from the original hole and 3 feet apart. The thickness of the course in all seven holes shall be averaged. If such average thickness is deficient from that specified by 1/4 inch or more, the extent of the deficient areas shall be determined by similar procedures and the deficient area shall be corrected by the contractor, at his expense.

**Machine Molded Asphalt Curbing**

Section 16. Asphalt curbing shall be installed in accordance with "Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division", Latest Edition, Item 609.38, Asphalt Concrete Curb; the finished height shall be six (6") inches, and no painting is required. Asphalt curbing shall be placed at the direction and to the satisfaction of the Engineer.

**Prefabricated Adjustment Rings For Manhole**s

Section 18. SCOPE. This specification covers the material requirements and fabrication of adjustment rings for circular and rectangular manhole covers.

MATERIAL REQUIREMENTS AND FABRICATION. The adjustment rings shall consist of one of the following types unless otherwise approved by the Engineer:

Type I – Adjustment height incremented segmented unit

Type II - Single height segmented unit

Type I Unit. The segments of the adjustable height segmented unit may consist of cast iron or a combination of cast iron and steel. The cast iron unit shall be iron castings meeting the requirements of Subsection 715-05, Iron Casting, except that Class 20 will also be permitted. The combination cast iron and steel unit shall consist of iron castings for the channel and elevating parts meeting the above requirements with steel meeting the requirements of ASTM A242 for the backup ring segments. The steel back up ring shall be welded to the cast iron elevating part.

The adjustable extensions shall consist of four segments. Each segment shall consist of a base channel and elevating part. The base channel shall be U-shaped with grooves in the interior surface so arranged as to permit adjustments by increments of a maximum of 3/8", with a total height adjustment from a minimum of 1 1/2" to a maximum of 4 1/8". The base channel shall be so cast to fit into the original manhole casting, resting on the seat area that originally supported the manhole cover. The elevating parts shall fit securely into the grooves of the base channel and shall be designed to hold the manhole cover.

Type II Units. This type ring shall consist of four segments made up either entirely of iron castings meeting the requirements above or a combination of iron castings and steel where the backup ring is ASTM A242 steel welded to the cast iron segment. This type for a fixed height. The ring shall fit such that the segments are fully seated on the seat area that originally supported the manhole cover.

The following requirements apply for both types I and II:

The four segments that fit on the original seat shall be fitted and held together by four stud bolts so threaded that the segments are expanded and contracted to fit the original manhole casting. Each model shall be adjustable and capable of expanding 1" greater and contracting 1" smaller than the mean size.

The stud bolts shall have a rust inhibiting finish. There also shall be a locking device to insure that the swage fit is permanent so that there is no possibility of the sections loosening due to traffic. A gasket shall be fitted to the seat area (supporting the manhole cover) to insure a good cover fit and eliminate noise.

Units that have vertical elevating bolts will not be acceptable.

BASIS OF ACCEPTANCE. Prefabricated adjustment rings for manholes will be accepted on the basis of inspection and approval by the Engineer.

**Traffic Maintenance and Warning Signs (MPOT)**

Section 19

* 1. The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard.
  2. Procedures to be followed are as outlined herein and as required under Section 619 of the New York State Department of Transportation Specifications, latest edition.
  3. Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the construction. Where directed by the Engineer, the Contractor shall provide such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.
  4. In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Engineer, and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour signs posted.
  5. Approved signs in accordance with the New York State Manual of Uniform Traffic Control Devices shall be provided along all highways while work is in progress. Where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and two lanes of traffic shall be maintained at night. Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary, in the opinion of the Engineer or the Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.
  6. Barricades shall be in accordance with the New York State Manual of Uniform Traffic Devices and shall be lighted as provided therein. On traveled roads, a lighted warning sign is to be placed two hundred (200) feet before the approach of barricades, or as is necessary for safety along the approach line.
  7. Where trenches have been cut, barricades, red flags, and warning signs, all properly lighted, shall be placed at frequent intervals and maintained until the trenches have been properly backfilled and compacted.
  8. All barricades, lights, flags, and bombs shall be maintained intact at all times overnight, over the weekends, holidays or if the project is shut down for any period of time. This maintenance shall be included as part of the bid price for this item.
  9. Where steel plating over excavations is required, the plates shall be secured with sufficient spikes and blended into the existing pavement with either keyways or asphalt pavement. There shall be no exposed edges or corners of plates.
  10. If a NYSDOT permit is required for the work under this contract, the Contractor shall inform himself of all the rules, regulations and restrictions set forth by the NYSDOT permit concerning work within their right-of-way. If any of the Contractor's work is performed contrary to such laws, rules and regulations, he shall bear all resulting costs and fines.

PAYMENT:

* 1. Payment for this work will be deemed included in all other items being bid and shall include the cost of furnishing all labor, materials and equipment necessary to erect, maintain and dismantle the required equipment.

**Cleaning Up**

Section 20. All surplus and rejected materials earth, sand, rubbish and obstacles shall be removed by the Contractor from the line of work and from the adjacent premises as rapidly as the work progresses; and unless this is done by the Contractor within 24 hours after he is notified by the Engineer that cleanup measures are not satisfactory, the Engineer shall have the right to have the aforesaid work done by others, and to charge all expenses thereof the Contractor.

Upon any suspension of the work by the Contractor, either on his account or upon order by the Engineer, the Contractor shall, at his own expense, fill all excavations resulting from completed or incomplete work, and shall immediately clear the site of all unused materials, surplus earth or other obstructions

##### PRICE ADJUSTMENTS FOR ASPHALT CONCRETE MATERIALS

SECTION 22.

The following guidelines shall provide additional compensation to the Contractor for increases, or repayment by the Contractor to the Village for decreases, in the price of asphalt products. This method will allow for the Village and the Contractor to account for the unpredictable price fluctuations in today’s market.

As stated by in section 698 of the “ Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering, Latest Edition," no adjustments will be provided for any new or additional work paid for by force account. Additional quantities of existing contract pay items at the original bid prices will be considered for eligible work subject to adjustments. Work performed by the Contractor at its own expense will not be eligible for price adjustment.

The asphalt price adjustment will be based on the following formulas:

1. For price increases:

**Price Adjustment = (Quantity of AC) x (Avg Posted Price-PGB Index Price - $10.00)**

2. For price decreases:

**Price Adjustment = (Quantity of AC) x (Avg Posted Price-PGB Index Price + $10.00)**

Where the performance graded binder (PGB) prices shall be indexed at the bid letting date and the average posted price of PGB shall be recorded at the time of asphalt placement/purchase.

The quantity of AC is defined by the NYSDOT as the following:

**Item 403.11 (HMA Type 1 Base) = 0.050 t PGB/t x (Quantity of Asphalt Concrete)**

**Item 403.13 (HMA Type 3 Binder) = 0.055 t PGB/t x (Quantity of Asphalt Concrete)**

**Item 403.17 (HMA Type 6F Top) = 0.062 t PGB/t x (Quantity of Asphalt Concrete)**

**GENERAL SPECIFICATIONS FOR COLD MILLING,**

**SHAPING AND REMOVAL OF BUTIMOUS PAVEMENTS**

1. **Description**

This work shall consist of the milling, shaping and removal of portions of existing pavement surfaces by a cold milling process, within the areas indicated by the Village Engineer, utilizing equipment and procedures meeting the requirements as described in this specifications.

All materials removed during this milling process, including any foreign debris existing within or on the pavement, shall be disposed of by the contractor.

2. **Materials**

(Not specified)

3. **Equipment**

The milling machine shall be especially designed and built for milling pavements or malls. It shall be a self-propelled separate conveyor loader immediately following the milling machine is also acceptable if the milling machine is not capable of self-loading. The milled material shall be picked up and discharged into a truck for removal.

The machine shall be equipped with automatic grade and cross slope controls with independent sensors, and consist of a cutting drum with carbide tip cutting teeth that will produce a striated milled surface with the striations generally no deeper than 3/8 of an inch.

A mechanical vacuum type dust free sweeper, as approved by the Village Engineer, is to be furnished and used to immediately clean the milled surface of all loose material.

4. **Construction Details**

The cold milling of the existing asphalt pavement is to be performed within the areas indicated on the plans and in conjunction with the maintenance of traffic requirements of this project. The depth of milling shall vary from 0" to 6".

Areas not accessible to the milling machine such as around and/or adjacent to catch basins, manholes, valve boxes and curbs, may be removed and shaped by handwork or other methods approved by the Superintendent of Public Works. In general, except for the areas adjacent to curbs, this removal is to be performed immediately prior to the placement of the new asphalt course.

The milled material, including that removed by other means, shall be immediately removed from the roadway surface. The material shall become the property of the contractor and he shall be responsible for the removal of the material from the site.

When working adjacent to traffic, extreme care is to be exercised to avoid spillage of milled material onto the traveled way. In the event that such a condition should occur. The contractor shall immediately remove the material and take immediate steps to correct the condition.

No sharply defined drop-offs will be permitted within or between travel lanes carrying traffic which are attributable to milling.

The milling operation shall be performed in such a manner that the milled areas shall be immediately cleaned thoroughly of all loose material, utilizing approved vacuum and mechanical type dust free sweepers, prior to opening to traffic. Any milled material that becomes wet and/or is not picked up by the vacuum sweeper shall be removed by the contractor before milling continues.

Cleaning shall again be performed, when directed by the Village Engineer, prior to the placement of the new asphalt concrete course.

No milling operation shall be performed that will not provide adequate time for the placement of a new paving course in accordance with the seasonal limitations as indicated in the New York State Standard Specifications for asphalt paving.

The contractor must be able to provide the adequate number of dump trucks to provide a continuous operation whereby waiting time is minimized for travel. The trucking operation shall be discussed with and approved by the Village Engineer, or his designee. If, in the opinion of the Village Engineer, or his designee, there is an insufficient number of trucks, the contractor shall supplement according to the direction of the Village Engineer. There will be no additional compensation for any increase in the number of trucks that are required by the Village Engineer, or his designee.

5. **Method of Measurement**

The quantity to be paid for will be measured by the number of **Square Yards (S.Y.)** of milling in accordance with the plans, specifications, and orders of the Village Engineer.

No deduction area will be made for minor un-milled areas due to catch basins, manholes, and valve boxes located in the milled area which must be removed by other methods, i.e. jack hammers, etc.

6. **Basis of Payment**

The unit price bid per **Square Yard (S.Y.)** shall include the cost of furnishing all labor and equipment necessary to complete the milling, including the removal of pavement by other means, the removal and disposal of milled material, and cleaning the resultant surface after milling and prior to the installation of a new wearing surface by brooming and vacuuming.

Minor areas of heaved, shoved or high cement concrete pavement milled in order to maintain proper profile and cross slope and incidental to the milling of bituminous pavement shall be included in the unit price bid for this item.

**VILLAGE OF SCARSDALE, New York**

**Contract No. VM# 1141**

Surety and Insurance Agency Data

In order that the surety and insurance requirements of this contract are met with the least inconvenience to all concerned, it is requested that each bidder furnish the Village with the names and addresses of his surety and insurance agents. The Village authorities with then be in a position to apprise the agents of the successful bidder of the special requirements for a Contract Bond and for Insurance coverage as provided for in the contract:

Surety Agent:

Liability Insurance Agent:

Workman's Compensation

Insurance Agent:

Date Name of Bidder

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

The signatory of this proposal guarantees the truth and accuracy of all the statements and of all the answers to interrogatories hereinafter made.

1. How many years have you been in business as a general contractor under you present business name?

2. What projects of similar nature has your organization completed?

(Note: Fill out each blank completely)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Owner and Location** | **Name and Address of Person in Responsible Charge** | **Type of Project** | **Amount of Contract** | **Date of Completion** |

3. Have you, your Company, or any organization of which you have a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

4. The work awarded or to be awarded will have the personal supervision of whom? What is his experience record on work of the type covered by this contract?

5. What equipment do you own that is available for the proposed work?

6. At what place are the principal items of your equipment located?

1. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

|  |  |  |  |
| --- | --- | --- | --- |
| **Quantity** | **Item** | **Description, Size, Capacity, Etc.** | **Estimated Cost** |

8. What equipment do you intend to rent, for use on the proposed work, should the contract be awarded to you?

|  |  |  |  |
| --- | --- | --- | --- |
| **Quantity** | **Item** | **Description, Size, Capacity, Etc.** | **Estimated Cost** |

**FINANCIAL QUALIFICATIONS**

Furnish below the names of banks and other financial references from whom can be determined the financial ability of the bidder to carry out this contract.

**Non-collusive Bidding Certification**

1. By submission of this bid, each bidder and each person signing on behalf of any 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 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 the 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 the bidder and will not knowingly be 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 to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**\* \* \* \* \* \* \* \* \***

That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

RESOLVED: that be

(Name of Signator & Title

authorized to sign and submit the bid or proposal of this

corporation for

(Name of Corporation)

the following project

(Describe Project)

and to include in such bid or proposal the certificate as to

noncollusion required by section 103 (d) of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties or perjury.

**\* \* \* \* \* \* \* \* \* \* \* \* \* \* \***

The foregoing is a true and correct copy of the resolution adopted by corporation at a meeting of its board of directors held on the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_.

(SEAL OF CORPORATION) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Secretary)

The undersigned agrees that, if this proposal is accepted, he and his

joint ventures will execute and deliver a contract in the form prescribed and will furnish performance bond and insurance certificates and policy, the cash or certified check submitted with this proposal shall be considered as liquidated damages and shall be forfeited to the Village of Scarsdale.

The undersigned further agrees to commence work within seven days from the date of signing the contract (if no longer period be specified) and to proceed with all possible energy and dispatch, giving preference to such portions of the work as the Engineer may indicate, so as to comply with the terms of the contract and specifications and to complete the work in the time specified in the contract.

Dated

The full names and residences of all persons and parties interested, as principals, in the foregoing proposal are as follows:

**VILLAGE OF SCARSDALE, New York**

**Contract No. VM# 1141**

Surety and Insurance Agency Data

In order that the surety and insurance requirements of this contract are met with the least inconvenience to all concerned, it is requested that each bidder furnish the Village with the names and addresses of his surety and insurance agents. The Village authorities with then be in a position to apprise the agents of the successful bidder of the special requirements for a Contract Bond and for Insurance coverage as provided for in the contract:

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Workman's Compensation

Insurance Agent:

Date Name of Bidder