

**TOWN OF RHINEBECK
THOMAS THOMPSON-SALLY MAZZARELLA PARK
SKATE PARK**

***TOWN OF RHINEBECK
DUTCHESS COUNTY, NEW YORK***

SUPERVISOR

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COUNCILPERSON

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TOWN ATTORNEY
TOWN ENGINEER

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CHRISTIAN PAGGI, PE

MARCH 2024

**THOMAS THOMPSON-SALLY MAZZARELLA PARK
SKATE PARK**

PREPARED BY:

LAWRENCE J. PAGGI, PE, PC
43 BROAD STREET
FISHKILL, NEW YORK

It is a violation of Article 145 Title VIII of the State Education Law to alter these specifications except by a Professional Engineer. If these specifications are to be altered, the altering Engineer shall affix hereon his/her seal and the notation "altered by" followed by his/her signature and the date of such alteration, and specific description of the alteration.

TABLE OF CONTENTS

DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF CONTRACT

00020	INVITATION TO BID
00100	INSTRUCTIONS TO BIDDERS
WAIVER-1	WAIVER OF NON-ATTENDANCE
00310	BID FORM
00410	BID BOND
00450	CERTIFICATE OF SURETY
00470	BIDDERS CERTIFICATIONS
00480	NON-COLLUSION CERTIFICATION
00510	CONTRACT
00610	PERFORMANCE BOND
00620	LABOR AND MATERIALS PAYMENT BOND
00664	NOTICE OF AWARD
00665	NOTICE TO PROCEED
00700	GENERAL CONDITIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01210	PRECONSTRUCTION CONFERENCE
01370	SCHEDULE OF VALUES
01700	CONTRACT CLOSEOUT

DIVISION 2: TECHNICAL SPECIFICATIONS

PROJECT PLANS:

C101	STORMWATER PLAN & DETAILS
C201	EROSION AND SEDIMENT CONTROL PLAN
PG. 1-6	SKATE PARK CONCEPT PLAN (BY PIVOT CUSTOM)

END OF SECTION

INVITATION TO BID

Receipt of bids: Separate sealed Bids on forms prepared by the Town of Rhinebeck will be received by the Town of Rhinebeck until 2:00 p.m. (local time) on **May 3rd, 2024**, for the following:

THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK

Specifications and documents were prepared by the Office of Lawrence J. Paggi, PE, PC, 43 Broad Street, Fishkill, NY 12524. Bids will be publicly opened and read aloud at 2:00 p.m. (local time) on **May 3rd, 2024**, at Rhinebeck Town Hall, 80 East Market Street, Rhinebeck, NY 12572.

There will be a mandatory pre-bid meeting and site inspection at 10:00AM on April 17, 2024, at the Thomas Thompson-Sally Mazzarella Park, 42 Traver Lane, Rhinebeck, NY 12572.

The information for Bidders, Specifications and other Contract Documents may be reviewed and obtained at Rhinebeck Town Hall, 80 East Market Street, Rhinebeck, NY. There is a \$50.00 charge for the Contract Documents, which shall be administered in accordance with NYS General Municipal Law, Section 102. Checks shall be made payable to the Town of Rhinebeck. Alternatively, Bidders may request an electronic copy via email by contacting the Town Clerk.

Each bid shall be accompanied by an acceptable form of Bid Deposit Guarantee in an amount equal to at least five (5) percent of the amount of the Bid to the Town of Rhinebeck as a guarantee that if the Bid is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within ten (10) days after the award of the Contract.

The Bid Deposit shall be in Certified Check of the bidder or Bid Bond on the form of bid bond attached hereto and be drawn payable to the Town of Rhinebeck.

OWNERS RIGHTS RESERVED: The Town of Rhinebeck, hereinafter called the Owner, reserves the right to reject any or all Bids and to waive any formality or technicality in any Bid in the interest of the Owner.

STATEMENT OF NON-COLLUSION: Bidders on the Contracts are required to execute the non-collusion bidding certificate attached thereto pursuant to Section 3103d of the General Municipal Law of the State of New York.

Bidders are also required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.

The Owner hereby notifies all Bidders that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for any award.

The Owner is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and Cities and Counties of the State on all materials which are to be incorporated into the Village, pursuant to the provisions of the Contract. These taxes are not to be included in the bid.

BY ORDER OF THE TOWN BOARD

DATED: MARCH 25, 2024

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

END OF INVITATION TO BID

**INVITATION TO BID
00020-2**

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Rhinebeck (herein called the “Owner”) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at Town Hall, Town of Rhinebeck until **2:00 p.m., local time May 3rd, 2024** and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Town Clerk, Town of Rhinebeck, 80 East Market Street, Rhinebeck, NY 12572 designated as bid for **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Each bidder must attend the Pre-Bid Meeting on April 17, 2024, at the Thomas Thompson-Sally Mazzarella Park, 42 Traver Lane, Rhinebeck, NY 12572 at 10:00 a.m., local time. Attendance may be waived by the submission to the Town a Waiver of claims form and the bidder will be deemed an eligible bidder notwithstanding their absence at a pre-bid conference. However, any bidder who neither participates in a pre-bid conference and fails to submit the attached waiver will not be deemed an eligible bidder.

3. Subcontracts: The Owner or his representative shall approve all subcontractors. If the work to be subcontracted requires licensing, evidence of proper licensing must be submitted with the request for approval. All subcontractors must submit proof of insurance (Contractor’s bodily injury, Contractor’s property damage liability insurance including blasting insurance and Workmen’s Compensation Insurance) in the same amounts required under the Contractor’s agreement with the Owner.

4. Qualifications of Bidder: The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner a list of a minimum of three (3) projects of similar type, quality, and scope that the Contractor in its current organization has successfully completed, including a minimum of two (2) within the last five (5) years. Reference contact information for each listed project shall be provided. The Owner reserves the right to contact any of the references listed to solicit feedback on past project performance, including Contractor’s ability to meet contract time and to monitor, manage, and communicate

INSTRUCTIONS TO BIDDERS

interim scheduling requirements, to carry out required quality-control activities, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Qualified nor conditional bids will not be accepted.

5. Bid Security: Each bid must be accompanied by a Certified Check of the bidder or bid bond on the form of bid bond attached hereto drawn payable to the Town of Rhinebeck, in the amount of 5% of the bid. Such bid security will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
6. Certificate of Surety: Each bid must be accompanied by a Certificate of Surety evidencing that he is able to obtain the required Performance and Labor and Materials Bond in the event he is awarded a Contract.
7. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within one week of the bid opening, shall forfeit to the Owner as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the owner and to fully complete the project within 60 calendar days. Bidder must agree also to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
9. Conditions of Work: Each bidder must inform him/her self of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
10. Addenda and Interpretations: *No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any prospective bidder orally.* Every request for such interpretation should be in writing addressed to the Engineer and to be given consideration must be received by **4pm on April 19, 2024**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum of interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

11. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The form of any and all sureties shall be acceptable to the Town Attorney.
12. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
13. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
14. Method of Award - Lowest Qualified Responsible Bidder: The comparison of bids on each contract and on each alternate will be made by comparing the total sums bid by each separate bidder. The lowest qualified responsible bidder on each contract or the chosen alternate shall be considered as being the successful bidder for the contract. The Owner may reject all bids or award each contract based on the amount of the base bid plus each alternate up to the amount of funds then estimated by the Owner as available to finance each contract.
15. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
16. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
 - A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75 Saturday, April 17, 1971.
 - B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
17. Performance Bond:

The amount of the Performance Bond is 100% of the Contract Award amount. The form and terms

are subject to the Owner's and the Town Attorney's approval.

18. Labor and Materials Payment Bond:

The amount of the Labor and Material Payment Bond is 100% of the Contract Award amount. The form and terms are subject to the Owner's and the Town Attorney's approval.

19. Insurance:

A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable:

(Note: The insurance policy shall name as the insured the Contractor, the Engineer, and the Owner.)

The following shall be purchased by the Contractor:

1. Claims under worker's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employs;
3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

B. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or reduced, nor will the policy be lapsed at expiration, unless at least 30 days prior written notice has been given to the Owner.

C. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:

1. Automobile Liability - Every Contractor shall take out and maintain during the life of this contract Automobile Liability insurance on an occurrence basis covering all owned, non-owned and hired vehicles with the limits of not less than:

Bodily Injury	\$1,000,000 each person \$2,000,000 each occurrence
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Property Damages	\$1,000,000 each occurrence
No Fault Benefits	Statutory Benefits

2. General Liability - Every contractor shall take out and maintain during the life of this contract, which includes the guarantee period, such Comprehensive General Liability insurance, on an occurrence basis, to protect him from claims for damages for Bodily Injury and for Property Damage with limits not less than:

Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
---------------	--

Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

Catastrophe Excess Liability or Umbrella policies are acceptable in fulfilling the requirements, provided they do not contain restrictions or exclusions of coverages required under these specifications.

3. Contractors' Protective Liability - The General Liability Policy should be written to include Contractors' Protective Liability for Bodily Injury and Property Damage with limits not less than those specified above to protect the Contractor against claims arising from the operations of any subcontractors which he employs on the project.

4. Contractual Liability - The above policies for General Liability insurance shall be written to include Contractual Liability for Bodily Injury and Property Damage for limits not less than those specified above, insuring the provisions in the contract for indemnification of the Owner.

5. "XCU" Exclusions Deleted - The Contractor or his subcontractor shall not perform any blasting or discharge explosives until satisfactory evidence in writing has been submitted 72 hours in advance of commencement of such operations to the Engineer that his Property Damage Liability insurance covers injury to or destruction of property resulting from blasting or explosion. In the event that there are gas lines or structures owned by others within 200 feet of the site of the blasting operations, the Contractor shall give at least 72 hours prior notice to the owner of such property.

In the event the operations of the Contractor or his subcontractor involve use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling or backfilling, or pile driving, such work shall not be undertaken until satisfactory evidence in writing has been submitted to the Owner and engineers that the Contractor's Property Damage Liability insurance covers injury to or destruction of underground property, such as wires, conduits, pipes, mains, sewers, tanks, tunnels, or similar property, or any apparatus in connection therewith, beneath the surface of the ground or water, and to any other property, whether it be the property of the Owner or of others.

In the event the operations of the Contractor or his subcontractor include (1) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, coffer dam work or caisson work, or (2) moving, shoring, underpinning, raising or demolishing any building or structure or rebuilding or removal of any structural support thereof, such operations shall not commence until written evidence has been submitted to the Owner and engineers that the Contractor's insurance includes coverage for structural injury to or collapse of any building or structure.

D. The Contractor shall procure and maintain at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not

protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

20. Bid Comparisons:

Bids will be compared on a Best Value basis, which will take into account Contractor's experience, the totals of the schedule of estimated quantities comprising all items at the respective lump sum prices and/or unit prices bid for those items. In the event there is a discrepancy between any figures written in words and written in figures, the price written in words shall govern. The Owner reserves the right to waive any irregularities or informalities in, or to reject any or all bids.

21. Bidder's Certifications:

Bidders must certify that they will comply with all the provisions and all laws of the Labor Law applicable to construction operation and contracts and that employees are being paid at prevailing wage rates for similar work in their area and that such wage scales and other provisions of employment conform to Section 22 of the Labor Law of the State of New York.

22. Changes in Work:

The Owner reserves the right to increase or decrease any item in this contract that is deemed to be in the interest of the Owner.

23. Conditions Affecting the Work:

The Contractor agrees that before making his proposal he carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of wires, pipes, and other facilities and structures of municipal and other public service corporations on, over and under the site, and that this information was secured by personal investigation and research and not from estimates or records of the Owner, and that he will make no claim against the Owner by reason of estimates, tests, or representations of any officer or agent of the Owner.

24. Performance of the Work:

The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Owner other than the consideration named in this agreement. The Owner reserves the right at any time during the progress of the work to alter the plans or omit any portion of the work as it may deem reasonably necessary in the public interest; making allowances for additions and deductions at the price named in the proposal, for this work without constituting grounds for any claim by the Contractor for allowance for damage or loss of anticipated profit of for any variations between the approximate quantities and the quantities of the work as done.

25. Other Contractors:

The Contractor's attention is directed to the fact he may not have exclusionary occupancy of the territory within or adjacent to the limits of the contract. The Contractor will be required to cooperate with the Owner and to coordinate and arrange the sequence of his work to conform with the progressive operations of the work of the Owner. In case of interference between the operators of the Owner and the Contractor, the Engineer shall be notified at once and work shall cease until the case of interference is resolved by the Engineer.

26. Estimated Quantities:

The quantities appearing in the prepared bid schedule are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased, diminished or omitted as hereinafter provided without in any way invalidating the unit prices bid.

27. OSHA Regulations:

The Contractor shall observe OSHA regulations and all other codes and rules which may apply to this work.

28. Tax Exemption:

The Town of Rhinebeck is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and Cities and Counties of the State on all materials which are to be incorporated into the Town, pursuant to the provisions of the Contract. These taxes are not to be included in the bid.

END OF SECTION

BID FORM

TOWN OF RHINEBECK

THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK

DATE: _____

Proposal of _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of New York, a partnership, or an individual doing business as _____.

To the Town of Rhinebeck (hereinafter called "Owner").

The bidder, in compliance with your invitation for bids for **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 60 days as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as herein before provided in Paragraph 8 of the Instructions to Bidders.

Bidder acknowledges receipt of the following addendum: _____

*Insert corporation, partnership or individual as applicable.

The bidder agrees to perform all the work described in the specifications for the following sum:

ITEM NO.	UNIT	ITEM WITH BID PRICE WRITTEN IN WORDS	AMOUNT BID DOLLAR.CENTS
	L.S.	<p>ITEM 1 SHALL INCLUDE THE FOLLOWING:</p> <ul style="list-style-type: none"> - In consultation with the Town, prepare and furnish the Town with the final design of the skate park, including final shape, size, location, features and amenities. The final design will be based on the Concept Plan included in the Bid Documents. - The design shall be provided to the Town in the form of a plan(s) and written specifications for proposed construction materials and finishes and shall be based on current industry standards for similar types of construction. - Upon receiving written authorization to proceed with construction of the final design, the Contractor shall provide all necessary labor, materials and equipment to install the skate park facility and any amenities. - For the purposes of this bid, the Contractor shall assume the skate park will match the size and features as shown in the Concept Plan included in the Bid Documents. - For the purposes of this bid, the Contractor shall assume that the skate park construction will consist of cast-in-place reinforced concrete/shotcrete. Concrete shall have a minimum compressive strength of 4,000 psi and reinforcement shall be consistent with current design/construction standards for similar facilities. Any alternative and/or proprietary materials may be considered by the Owner – if the Bidder is considering proposing alternative materials, this information should be included with their bid for evaluation by the Owner. - Installation of drainage collection and infiltration facilities. For the purposes of this bid, the Contractor shall assume that those improvements will be limited to those shown on the attached Stormwater Design and Details Plan, Sheet C101. - Installation and maintenance of required Erosion Controls, including temporary and permanent restoration of the site as specified on the attached Erosion and Sediment Control Plan, Sheet C201. 	<p style="text-align: right;">\$ _____ (BASE BID AMOUNT IN</p>

_____ DOLLARS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

* _____ as Principal;

and ** _____ as Surety, are hereby held and firmly bound unto the Town of Rhinebeck, New York in the penal sum of:

_____ \$ _____ for the payment of which, well
(Amount in Words) (Amount in Numbers)

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Rhinebeck, a certain bid attached hereto and hereby made a part thereof, to enter into a contract in writing for **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK**.

NOW THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of an Agreement attached hereto (properly completed in accordance with said Bid) and shall in all respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal sum of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

*Insert Bidder's Name

**Insert Surety's Name

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL)

PRINCIPAL

By

Signed, sealed and delivered
in the presence of

(Corporate seal of Contractor
if a corporation)

Contractor

By

Surety

By

(Title of Officer)

Corporate seal of
Surety Attest

(Title of Officer)

Acknowledgment by Contractor

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

Acknowledgment of Surety Company

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

END OF SECTION

BID BOND
00410-4

CERTIFICATE OF SURETY

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

(Address of Contractor)

Hereinafter called Principal, and _____
(Name of Surety)

(Address of Surety)

authorized to do business in the State of New York, hereinafter called Surety, hereby certify unto

TOWN OF RHINEBECK

(Name of Owner)

TOWN HALL, 80 EAST MARKET STREET, RHINEBECK, NY 12572

(Address of Owner)

hereinafter called OWNER, that the Surety will provide a 100% Performance Bond and a 100% Payment Bond provided that the Principal enters into a contract with Owner for **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK** accordance with the Drawings and Specifications issued by the Owner.

Signed this _____ day of _____, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Rhinebeck, a certain bid attached hereto and hereby made a part thereof, to enter into a contract in writing for **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK**.

NOW THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of an Agreement attached hereto (properly completed in accordance with said Bid) and shall in all respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void. The Surety hereby stipulates and agrees that the obligation of said Surety and its Certificate shall be in no way impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

(*Insert Bidder's Name) (**Insert Surety's Name)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL)

PRINCIPAL

By

Signed, sealed and delivered
in the presence of

(Corporate seal of Contractor
if a corporation)

Contractor

By

Surety

By

(Title of Officer)

Corporate seal of
Surety Attest

(Title of Officer)

Acknowledgment by Contractor

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

BIDDER'S CERTIFICATIONS

The undersigned represents that 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:

1. They will comply with all the provisions and all laws of the Labor Law applicable to construction operation and contracts and that employees are being paid at prevailing wage rates for similar work in their area and that such wage scales and other provisions of employment conform to Section 22 of the Labor Law of the State of New York.

2. They will comply with Labor Law 220, section 220-h, which requires that on all public work projects of at least \$250,000, all laborers, workers and mechanics on the site be certified as having successfully completed the OSHA 10-hour construction safety and health course.

A bid shall not be considered for award nor shall any award be made where 1 and 2 above have not been complied with.

Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate of compliance as the act and deed of the corporation.

Company: _____

Signature: _____

Date: _____

END OF SECTION

NON-COLLUSION CERTIFICATION

**TOWN OF RHINEBECK
THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK**

The undersigned represents that pursuant to Sections 103-a and 103-b of the General Municipal Law of the State of New York, no person referred to in the attached proposal who is the bidder or who is or was a member, partner, director or officer of the bidding firm or entity under this proposal has refused to sign a waiver of immunity or to answer any relevant questions relating to any transaction or contract with the State of New York, any political subdivision thereof, or any public authority, during the period of five years prior to the date hereof. The undersigned agrees that any contract awarded as a result of this bid may be canceled without penalty upon the grounds set forth in Sections 103-a and 103-b of the said General Municipal Law of the State of New York. The names and addresses of all persons and parties interested in the foregoing bid are as follows:

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 any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by 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 by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2 and 3 above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where 1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose or restricting competition.

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

Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Company: _____

Signature: _____

Date: _____

END OF SECTION

CONTRACT

For: **TOWN OF RHINEBECK**
THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK

This contract entered into this _____ day of _____, 2024 by the Town of Rhinebeck, Dutchess County, New York, acting by and through the Town Board, hereinafter referred to as the Owner and _____, hereinafter called the Contractor.

WITNESSETH:

That the Owner and the Contractor agree as follows:

1. All items listed in Article 1 of the General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties as if they were herein fully set forth.
2. The Contractor for and in consideration of the payment of payments herein specified and agreed to by the Owner hereby agrees to furnish and deliver all the materials and to do and perform all the work specified in the proposal at the price bid by said Contractor for the sum of _____ dollars and _____ cents.
3. The Contractor further agrees that all of the said work shall be done and performed in the best workmanlike manner and that prompt payment will be made in full for labor and materials used in the work and that all said labor and materials shall be in strict accordance with the Contract and shall be subject to the inspection and approval of the Engineer.
4. The Contractor further agrees that he will begin his work within ten (10) days of the date hereof and complete the whole work within the times as specified in the Instructions to Bidders.
5. Payment shall be made upon completion and acceptance of all work.
6. This agreement shall bind the successor, assigns and representatives of the parties thereto.

IN WITNESS WHEREOF, this agreement has been duly executed by the Owner and Contractor on the day and year first written above.

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CORPORATE SEAL

Dutchess County
State of New York
BY: _____
Company Name

Officer Name and Title

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()
TOWN SEAL

Town of Rhinebeck
BY: _____
Elizabeth Spinzia, Supervisor
Town of Rhinebeck

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor)

(Address)

as Principal, hereinafter called Contractor and _____
(Surety)

(Address)

as Surety, hereinafter called surety, are held and firmly bound unto the TOWN OF RHINEBECK, NEW YORK, as Obligee, hereinafter called Owner, in the penal sum of _____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written agreement dated _____, 20___,

entered into a contract with Owner for **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK** in accordance with the Drawings and Specifications issued by the Owner which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall well, truly, and faithfully perform his duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligations shall be null and void; otherwise to remain in full force and effect.

Whenever the Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default by: (1) completing the Contract in accordance with its terms and conditions, or (2) obtain a bid, or bids, for submission to Owner for completing the contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under the paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by Owner to Contractor, under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of actions shall accrue on this bond to or for the use of any person, Corporation or entity other than _____.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

(SEAL)

PRINCIPAL

By _____

Signed, sealed and delivered
in the presence of _____

(Corporate seal of Contractor
if a corporation) _____

Contractor

By _____

Surety

By _____
(Title of Officer)

Corporate seal of
Surety Attest

(Title of Officer)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute the Bonds.

Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

(Name of Contractor)

(Address of Contractor)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

authorized to do business in the State of New York, hereinafter called Surety, are held and firmly bound unto TOWN OF RHINEBECK
(Name of Owner)

TOWN HALL, 80 EAST MARKET STREET, RHINEBECK, NY 12572

(Address of Owner)

hereinafter called OWNER, in the penal sum of

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS,

CONTRACTOR has by written agreement dated _____, 2024,

entered into a contract with Owner for **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK** in accordance with the Drawings and Specifications issued by the Owner which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Contractor shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor,

LABOR AND MATERIALS PAYMENT BOND

00620-1

performed such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,

each one of which shall be deemed an original, this the _____ day of _____, 2024.

(SEAL)

PRINCIPAL

By _____

Signed, sealed and delivered
in the presence of _____

(Corporate seal of Contractor
if a corporation) _____

Contractor

By _____

Surety

By _____

(Title of Officer)

Corporate seal of
Surety Attest _____

(Title of Officer)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute the Bonds.

Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK**

The Owner has considered the bid submitted by you for the above-described work in response to its Advertisement for Bids dated _____, 2024, and the Instruction to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Performance Bond, Labor and Materials Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said agreement and furnish the required bonds and insurance certificates within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owners' acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award, with original signatures, to the Owner.

By Order of Town of Rhinebeck
(Owner)

Dated this ____ day of _____, 2024.

By: _____
Elizabeth Spinzia, Town Supervisor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
this the ____ day of _____, 2024.

Company Name

By: _____
Name and Title

END OF SECTION

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK

You are hereby notified to commence Work in accordance with the Contract dated ____ day of _____, 2024, on or before _____, 2024, and you are to complete the Work within 60 consecutive calendar days thereafter. The date of completion of all Work is therefore _____, 2024.

Town of Rhinebeck
Owner

By: _____
Elizabeth Spinzia, Town Supervisor

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is acknowledged by _____,
this the ____ day of _____, 2024.

Contractor's name

By: _____
Officer Name and Title

END OF SECTION

GENERAL CONDITIONS

TABLE OF CONTENTS OF GENERAL CONDITIONS

		PAGE
<u>ARTICLE 1.</u>	THE CONTRACT	4
<u>ARTICLE 2.</u>	DEFINITIONS	4
<u>ARTICLE 3.</u>	THE ENGINEER.....	6
<u>ARTICLE 4.</u>	THE SUPERVISOR.....	7
<u>ARTICLE 5.</u>	TIME OF START AND COMPLETION.....	8
<u>ARTICLE 6.</u>	EXTENSION OF TIME	8
<u>ARTICLE 7.</u>	CONTRACT MODIFICATIONS.....	9
<u>ARTICLE 8.</u>	EXTRA WORK	9
<u>ARTICLE 9.</u>	DISPUTED WORK	9
<u>ARTICLE 10.</u>	OMITTED WORK	10
<u>ARTICLE 11.</u>	MATERIAL SUBSTITUTION	10
<u>ARTICLE 12.</u>	QUALIFICATION OF BIDDERS.....	11
<u>ARTICLE 13.</u>	CONTRACT SECURITY	11
<u>ARTICLE 14.</u>	CONTRACTOR'S RESPONSIBILITIES.....	11
<u>ARTICLE 15.</u>	SUBCONTRACTORS.....	12
<u>ARTICLE 16.</u>	RESPONSIBILITY.....	12
<u>ARTICLE 17.</u>	CONTRACTOR'S WARRANTIES	12
<u>ARTICLE 18.</u>	CODES AND ORDINANCES.....	13
<u>ARTICLE 19.</u>	INTENT OF SPECIFICATIONS	13
<u>ARTICLE 20.</u>	PLANS AND SPECIFICATIONS.....	13
<u>ARTICLE 21.</u>	INSPECTION.....	13
<u>ARTICLE 22.</u>	BOUNDARIES.....	14
<u>ARTICLE 23.</u>	COORDINATION WITH OTHER WORK	14

GENERAL CONDITIONS

00700-1

TABLE OF CONTENTS OF GENERAL CONDITIONS

ARTICLE 24. LOCATION OF UNDERGROUND STRUCTURES.....15

ARTICLE 25. CLAIMS FOR DAMAGES15

ARTICLE 26. PATENTED DEVICES, MATERIALS, AND PROCESSES.....15

ARTICLE 27. SUITS AT LAW16

ARTICLE 28. COMPLIANCE WITH LAWS17

ARTICLE 29. STATE LAW17

ARTICLE 30. LABOR LAWS18

ARTICLE 31. COMPLIANCE WITH GENERAL MUNICIPAL LAW19

ARTICLE 32. NO CLAIMS AGAINST INDIVIDUALS.....20

ARTICLE 33. HOLD HARMLESS20

ARTICLE 34. NO WAIVER OR RIGHTS.....20

ARTICLE 35. MAINTENANCE AND GUARANTY20

ARTICLE 36. PROTECTION OF WORK AND OF PERSONS AND PROPERTY21

ARTICLE 37. LIMITATIONS AND CONSENT21

ARTICLE 38. LIQUIDATED DAMAGES.....22

ARTICLE 39. CHARACTER AND COMPETENCY22

ARTICLE 40. SUPERINTENDENCE22

ARTICLE 41. NON-DISCRIMINATION CLAUSE.....22

ARTICLE 42. OWNER'S RIGHT23

ARTICLE 43. NO ESTOPPEL.....23

ARTICLE 44. CONTRACTOR'S DEFAULT24

ARTICLE 45. CONTRACTOR'S DUTY24

ARTICLE 46. COMPLETION OF THE WORK25

ARTICLE 47. PAYROLL REPORTS25

ARTICLE 48. MONIES RETAINED AGAINST CLAIMS AND LIENS25

ARTICLE 49. GENERAL INSURANCE25

ARTICLE 50. PAYMENT26

TABLE OF CONTENTS OF GENERAL CONDITIONS

ARTICLE 51. PROGRESS PAYMENTS.....26

ARTICLE 52. FINAL PAYMENT26

ARTICLE 53. ACCEPTANCE OF FINAL PAYMENT.....27

ARTICLE 54. MATERIALS BOND27

ARTICLE 55. UNLAWFUL PROVISIONS.....28

ARTICLE 56. LEGAL PROVISIONS DEEMED INCLUDED28

ARTICLE 57. REFUSE AND DEBRIS.....28

ARTICLE 58. WORK HOURS28

ARTICLE 59. CONFLICTING INFORMATION28

ARTICLE 59. CONFLICTING INFORMATION29

ARTICLE 59. CONFLICTING INFORMATION29

ARTICLE 1. **The Contract**

A. Except for titles, sub-titles, headings, running headlines, tables of contents, and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this contract.

1. Invitation to Bid
2. Instructions to Bidders
3. Waiver of Non-Attendance
4. Bid Form
5. Bid Bond
6. Certificate of Surety
7. Non-Collusion Certification
8. Contract
9. Performance Bond
10. Labor and Materials Payment Bond
11. Notice of Award
12. Notice to Proceed
13. General Conditions
14. General Requirements
15. Technical Specifications
16. Figures
17. All Addenda issued by the Owner or his duly authorized representative prior to receipt of bids
18. All Provisions required by Law to be inserted in this Contract whether actually inserted or not

ARTICLE 2. **Definitions**

A. The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

1. "Owner" shall mean the Town of Rhinebeck, Dutchess County, New York represented by its Supervisor, party of the first part.
2. "Contractor" shall mean the party of the second part hereto, whether Corporation, firm or individual, or any combination thereof, and its, their, or his, successors, personal representatives, executors, administrators and assigns, and any person, firm or Corporation who is or which shall at any time be substituted in the place of the party of the second part under this Contract.
3. "Supervisor" shall mean the chief executive officer of the Rhinebeck Town Board, Rhinebeck, New York.
4. "Engineer" shall mean the Engineer duly designated by the Owner to act as such,

with the powers and duties as defined in the Contract Documents for the Engineer.

5. "Inspector" shall mean an authorized representative of the Owner assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.
6. "Surety" shall mean any person, firm or Corporation that executed as surety, any Bond or Bonds required to be executed by the Bidders or Contractors as they relate to the provisions of the Contract.
7. "The Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.
8. "Contract Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor or by any one or more of the parts of the Contract referred to in Article 1 hereof, except extra work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.
9. "Extra Work" shall mean work other than that required either expressly or implicitly by the Contract in its present form. It may include work in areas designated on the Plans as areas of future work, or in areas within the contract limits or adjacent thereto.
10. "Final Acceptance" shall mean acceptance of the work by the Supervisor as evidenced by her signature upon the final Certificate of Completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to said Certificate.
11. "Contract" or "Contract Documents" shall mean each of the various parts of the Contract referred to in Article 1 hereof, both as a whole and severally.
12. "Plans" shall mean only those drawings specifically entitled as such and listed in the Specifications, or in any Addendum or Addenda.
13. "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated as such.
14. "Addendum" or "Addenda" shall mean the additional Contract provisions issued in writing by the Engineer prior to the receipt of bids.
15. "Service of Notices" The Contractor hereby designates the business address specified in his bid as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-

GENERAL CONDITIONS

00700-5

office box regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Engineer.

Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a Corporation, upon any officer or director thereof.

16. "Subcontractor" shall mean any person, firm or Corporation, other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor or labor and materials, or labor and equipment at the site.
17. Whenever they refer to the work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation or prescription of the Engineer and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approved by, or acceptable to, or satisfactory to, in the judgment of the Engineer.
18. "Bidder" means the person, firm or Corporation submitting a formal bid for the work.
19. "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
20. "Project" shall mean the entire improvement to which this Contract relates.
21. "Act of God" shall mean "an act occasioned exclusively by violence of nature without the interference of any human agency. It means a natural necessity proceeding from physical causes alone without the intervention of man. It is an act, event, happening, or occurrence, and disaster and effect due to natural causes and inevitable accident, or disaster; a natural and inevitable necessity which implies entire exclusion of all human agency which operates without interference or aid from man and which results from natural causes and is in no sense attributable to human agency. It is an accident which could not have been occasioned by human agency but proceeded from physical causes alone".

ARTICLE 3. The Engineer

- A. The Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power, subject to review by the Owner:

1. To inspect the performance of the work;
 2. To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder;
 3. To determine finally any and all questions in relation to this Contract and its performance, which determination shall be final and conclusive upon the Contractor;
 4. To determine all questions in relation to the work, to interpret Contract Documents, to interpret the Drawings, Specifications, and Addenda;
 5. To determine how the work of this contract shall be coordinated with the work of other Contractors engaged simultaneously on this project, including the power to suspend any part of the work but not the whole thereof;
 6. To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the Owner or the Contractor of the work to be done under the Contract;
 7. To amplify the Plans, add explanatory information and furnish additional Specifications and Drawings consistent with the intent of the Contract Documents.
- B. The foregoing enumeration shall not imply any limitation upon the power of the Engineer, for it is the intent of this Contract that all of the work shall be subject to his determination and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein. All orders of the Engineer requiring the contractor to perform work as contract work shall be promptly obeyed by the Contractor.

ARTICLE 4. The Supervisor

- A. The Supervisor, in addition to those matters expressly made subject to her determination, direction or approval in this Contract, shall have the power:
1. To modify or change this Contract so as to require the performance of extra work, or the omission of contract work whenever he deems it in the interest of the Owner to do so, or both;
 2. To suspend the whole or any part of the work or terminate the entire project whenever, in her judgment, such suspension or termination is required (a) in the interest of the Owner generally, or (b) to coordinate the work of the various Contractors engaged in this project, or (c) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Engineer, delayed by such suspension;

3. If before the final completion of all the work contemplated herein, it shall be deemed necessary by the Owner to take over, use, occupy or operate any part of the completed or partly completed work, the Owner, shall have the rights to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the Owner after receipt of notice in writing from the Supervisor that such or part thereof will be used by the Owner on and after the date specified in such notice.

ARTICLE 5. Time of Start and Completion

- A. The Contractor must commence work on the day specified therefore in a written notice signed by the Engineer. Time, being of the essence of this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion in accordance with the requirements of the Contract Documents not later than the specified date therefore, or on the date to which the time for completion may be extended.

ARTICLE 6. Extension of Time

- A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Engineer. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Engineer within five (5) days after the start of the alleged delay. If the Engineer should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however, the Engineer should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his Subcontractors or suppliers, the Engineer may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.
- B. If the Owner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the Owner's fiscal officer may be permitted to make payment to the Contractor for work performed beyond the completion date, the Supervisor will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the moneys which may become due hereunder.
- C. In the event of delay for cause, the Contractor's sole remedy shall only be the extension of time granted as hereinabove provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.
- D. Time necessary for review by the Engineer of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

ARTICLE 7. **Contract Modifications**

- A. The Owner reserves the right to make any contract modifications it so desires. Notification to the Contractor of such change(s) shall be considered notification to the Surety Company.

- B. ***ALL CONTRACT MODIFICATIONS*** shall be performed under the conditions of the Contract Documents and shall be bound by and subject to the conditions of same. No extra work shall be performed unless ordered in writing by the Engineer ***PRIOR TO*** the installation of such work and upon the terms agreed to in advance by him. Extras will be performed under a mutually agreed upon price as set forth in Article 8.

ARTICLE 8. **Extra Work**

- A. An order for extra work shall be valid only if issued in writing and signed by the Engineer and approved and executed by resolution of the Town Board. The work so ordered must be performed by the Contractor.

The bond or bonds posted by the Contractor as surety shall reflect any and all increases in the Contract amount resulting from extra work. Verification of such revisions to the surety reflecting the changes with project cost shall be submitted by the Contractor.

The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:

- 1. By such applicable unit prices, if any, as are set forth in the Contract, or

- 2. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then by the actual and reasonable net cost in money to the Contractor of the materials and of the wages of applied labor (including net premium for workmen's compensation insurance, contributions pursuant to the State Unemployment Insurance Law, and withholding taxes pursuant to the Federal Social Security Act required for such extra work, plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including administration, overhead, superintendent, materials used in temporary structures and allowances made by the contractor to the Subcontractors.

- 3. The Contractor shall, upon request, furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of extra work.

ARTICLE 9. **Disputed Work**

- A. If the Contractor is of the opinion that any work required, necessitated or ordered, violates the terms and provisions of this Contract, he must promptly notify the Engineer in writing of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract work and not extra work and that the order complained of is proper, he will direct the Contractor to proceed and the

Contractor must promptly comply. In order, however, to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor shall, within five (5) days after receiving notice of the Engineer's determination and direction, notify the Engineer in writing that the work is being performed, or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

- B. If the Contractor should fail or refuse to proceed with the performance of the work in question after having been directed to do so, the Owner may declare the Contractor in default and notify the Contractor's Surety Company to have the disputed work commenced and completed under the terms of their performance bond; or, the Owner may without further notice have the disputed work done by others and deduct the cost thereof from moneys due hereunder, including any and all related costs incurred by reason of the Contractor's failure or refusal to perform the work.
- C. Before final acceptance by the Owner, all matters of dispute shall be adjusted to the mutual satisfaction of the parties hereto. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been adjusted.

ARTICLE 10. Omitted Work

- A. If any contract work in a lump sum contract or if the whole or any part of a lump sum item in a unit price contract is omitted by the Supervisor, the Contract price shall be reduced by the fair and reasonable estimated cost to the Owner of such omitted work. The provisions of Article 8 of this section shall govern the determination of a fair and reasonable estimated cost. If any Contract work in a unit price contract is so omitted by the Supervisor, no payment will be made therefore.

ARTICLE 11. Material Substitution

- A. **Each bidder shall base his bid upon material and equipment as described in the bidding documents.** The successful Contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the Engineer before making any substitution of any kind or nature which is at variance with the material(s) and equipment called for in the Contract Documents. All requests for substitution of materials, equipment, appurtenances, etc. shall be in writing and shall contain:
 - (1) reason for substitution request and
 - (2) a complete description of the material, equipment, or appurtenance proposed to be substituted for the original item or items called for in the bidding documents, accompanied wherever possible by manufacturer's literature, specifications, guarantees and other pertinent data and

- (3) an analysis of cost differentials (if any) which would result if the request was approved and
- (4) effect on the project work schedule and date of project completion and
- (5) effect on other project materials and appurtenances and
- (6) effect on total project efficiency.

ARTICLE 12. Qualification of Bidders

- A. The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work required, and the bidder shall furnish to the Owner all information and data for this purpose as may be requested. It is understood that all such data will be received in strictest confidence and returned to the bidder as soon as practicable.
- B. The Contractor, by submitting his proposal, agrees that any such determination made by the Owner will be given without prejudice to his other interests and that he will accept and be bound by such determination without further recourse.

ARTICLE 13. Contract Security

- A. The Contractor shall execute a Performance Bond and a Labor and Materials Payment Bond on forms as provided by the Owner in an amount at least equal to one hundred percent (100%) of the Contract price, such bonds to be executed by a Surety Company acceptable to the Owner's Attorney or bonds secured by collateral or securities approved by and acceptable to the Owner's Attorney and approved as to form and manner of execution by said Attorney. The Performance Bond and Labor and Materials Payment Bond shall serve as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.
- B. If at any time the Owner shall have become dissatisfied with any Surety or Sureties then upon the Performance Bond or the Labor and Materials Payment Bond or if for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice from the Owner's Attorney to do so, substitute an acceptable bond in such form and amount and signed by such other Sureties as may be satisfactory to the Owner's Attorney. The premiums on all bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Sureties shall have been qualified.

ARTICLE 14. Contractor's Responsibilities

- A. The Contractor shall do all the work and furnish at his own cost and expense all plant, labor, materials, equipment, and other facilities, except as herein otherwise provided, that may be necessary and proper for performing and completing work. The Contractor shall be responsible for the entire work until completed and accepted by the Owner.

- B. The said work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Engineer.
- C. Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Such approval, or the Engineer's failure to exercise his right to reject shall not create a cause of action for damages.

ARTICLE 15. Subcontractors

- A. Any individual, firm or corporation which accepts a portion of this contract under written or oral agreement with the Contractor, and which acts as a Subcontractor, shall agree to be bound by these Contract Documents in their entirety and shall be presumed to have read and understood and agreed with, their contents.

ARTICLE 16. Responsibility

- A. The Town's approval of a Subcontractor shall not relieve the Contractor of any of his responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the Owner for the acts of defaults of his Subcontractors and of such Subcontractor's officers, agents and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

ARTICLE 17. Contractor's Warranties

- A. In consideration of, and to induce the award of this Contract to him, the Contractor represents and warrants:
 - 1. That he is not in arrears to the Owner upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise;
 - 2. That he is financially solvent and sufficiently experienced and competent to perform the work;
 - 3. That the work can be performed as called for by the Contract. That the plans and specifications are in all respects suitable and adequate for the work;
 - 4. That the facts stated in his proposal and the information given by him are true and correct in all respects;
 - 5. That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

ARTICLE 18. Codes and Ordinances

- A. All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all Federal, State, and local laws, codes, ordinances and statutes as may be in effect at the time of bidding.
- B. This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications which may be in excess of the requirements mentioned herein.
- C. The Contractor shall at his expense arrange for and obtain any and all permits, certificates, licenses and inspections required.

ARTICLE 19. Intent of Specifications

- A. It is the intent of these plans and specifications to call for a finished, workmanlike job, complete in every respect and detail, and left ready in perfect condition for the Owner's use.
- B. This contract is to include the furnishing of all labor, materials, equipment, machinery, insurance's, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work.

ARTICLE 20. Plans and Specifications

- A. The plans and specifications are intended to complement each other and any detail or item shown on one, but not the other, shall be assumed to be shown on both and shall be binding as if called for by all.
- B. When a conflict appears between the two, it shall be assumed that the higher quality item or method will take precedent. While the plans and specifications are assumed to be complete in all major items and details, it is assumed that the Contractor is competent and expert in his field; therefore, no effort has been made to show each and every detail or item for a complete installation.

ARTICLE 21. Inspection

- A. During the progress of the work and up to the date of final acceptance, the Contractor shall at all times afford the representatives of the Owner and of the Engineer every reasonable, safe and proper facility for inspecting the work done or being done at the site and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation, and shall in general provide proper facilities and records for access, inspection and audit. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified.
- B. Finished or unfinished work found not to be in strict accordance with the Contract shall be

replaced as directed by the Engineer, even though such work may have been previously approved and paid for.

- C. The Owner shall have the right to reject materials and workmanship which are defective, or require correction. Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a clean and neat condition.
- D. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examinations and restoration of same shall be considered an item of extra work to be paid for in accordance with the provisions of Article 8 hereof.

ARTICLE 22. Boundaries

- A. The Contractor and all Subcontractors shall confine their equipment, apparatus, and the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Engineer.
- B. The Engineer will provide reference grade for constructing the various portions of the work and the Contractor shall furnish such facilities and materials, as required, for giving and maintaining such grade. Reference grade shall mean a bench mark elevation as shown on the drawings. All stakes, points or markers given by the Engineer to establish grade shall be carefully preserved. The Owner reserves the right to alter such grades as it deems necessary either before or after the Contract is awarded. Contractor shall be responsible for setting all grades, elevations and horizontal and vertical alignment required to layout all work called for on the Contract Plans and Drawings.

ARTICLE 23. Coordination with Other Work

- A. During the progress of the work on this Contract, various utilities may be engaged in performing necessary work within the Contract work sites or in areas adjacent thereto.
- B. The Contractors attention is specifically directed to this fact that because of the possibility of such work being done by others within and adjacent to the limits of the Contract areas, he may not have exclusive occupancy of the territories within or adjacent to the limits of such sites.
- C. The Contractor will be required to cooperate with the various utilities and to coordinate and arrange the sequence of his work in such manner that all work, proposed or in progress within or adjacent to the limits of the Contract, can be progressed with as little interference as possible.

- D. In case of interference between the operations of utility owners and the Contractor, the Engineer shall be the sole judge of the rights of each, and of the sequence of work being progressed or about to be progressed within or adjacent to the Contract limits.
- E. It is mutually agreed that a direction of the Engineer relative to the order of work shall not in itself constitute a basis for extension of time.

ARTICLE 24. Location of Underground Structures

- A. The Owner does not guarantee the locations, shown on the Plans, of pipes, ducts, utilities and other underground structures, or that all such pipes, ducts, utilities and other underground structures are as shown on the Plans.
- B. The information given is intended only as a guide to the Contractor and he shall not claim damages and shall not be entitled to payment because of any omission or faulty location on the plans of any pipes, ducts, utilities or other underground structures.
- C. The Contractor shall do all work and pay all costs of cutting protecting, supporting, maintaining, relocating and restoring all surface, subsurface or overhead structures, and all other property, including pipes, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of the work (except such which by law, franchise, permit contract, consent or agreement the Owner thereof is required to protect, support, maintain, relocate or restore), repairing the same if damaged and restoring to their original conditions all areas disturbed. He shall not claim or be entitled to any damages for delay or otherwise by reason of such required work, and he hereby assumes all risks in connection therewith.

ARTICLE 25. Claims for Damages

- A. If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Articles 8 and 9 hereof, by reason of any act or omission of the Owner, its agents or of any persons, he shall, within five (5) days after sustaining such damage, make and deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the Owner. If on or before the fifteenth of the month succeeding that in which any damage is alleged to have been sustained, the Contractor shall fail to make and deliver to the Engineer an itemized, verified statement of the details and amount of such damages claimed, it is hereby stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

ARTICLE 26. Patented Devices, Materials, and Processes

- A. It is mutually understood and agreed that contract prices shall include all royalties and costs arising from patents, trademarks, and copy rights in any way involved in the work. Whenever the Contractor is required or desires to use any design, article, device, material, equipment, appliance or process covered by letters, patent or copyright; the Contractor shall

indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of any such patented design, device, article, tool, material, equipment, appliance or process to be performed under the Contract; and shall indemnify the said Owner for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

ARTICLE 27. Suits at Law -- Responsibility for Injuries to Persons and Property

- A. The Contractor shall be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and Subcontractors and employees and agents of the Town of Rhinebeck or damage to property (including, but not limited to, property of the Town of Rhinebeck, or the Contractor or Subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the Contractor, a Subcontractor, Town Board, or other persons while at the site of the work, and shall indemnify and save harmless the Town Board from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the Town Board on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his Subcontractors or negligence of the Town Board, its respective agents, servants or employees.

- B. The term "loss and liability", as used herein, shall be deemed to include, but not to be limited to, liability for the payment of workmen's compensation under the Workmen's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the Town Board, Town of Rhinebeck, New York for all payments of workmen's compensation which the Town Board shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result or negligence of the Contractor, his Subcontractors, the Town Board, its respective agents, servants or employees, or negligence of the injured employee.

- C. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of whether it shall have been due to the negligence, fault or default of the Town Board of the Town of Rhinebeck, Rhinebeck, New York, its respective agents, servants or employees, The Contractor shall fully protect, indemnity and save harmless the Town Board from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the Town Board for such damages or injuries.

- D. The obligation of the Contractor to indemnify and save harmless the Town Board, Town of Rhinebeck, New York, as hereinabove set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the Subcontractor, the Town Board, its respective agents, servants or employees. The approval by the Town Board of the methods

of doing the work or the failure of the Town Board to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

- E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the Attorney of the Owner, insuring the Contractor at all times during the life of this Contract against loss by reason of his contractual liability under this article with limits of liability as required under paragraph 18. Insurance as shown in Section 00100, INSTRUCTIONS TO BIDDERS. A certificate of the issuance of such insurance policy shall be delivered to the Town Clerk upon the execution and delivery of this Contract and such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without ten (10) days prior notice to Town Board, Town of Rhinebeck, New York. At least two (2) weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance containing an agreement by the insurance company that the insurance will not be canceled without ten (10) days prior notice to the Town Board shall be delivered to the Town Clerk.

ARTICLE 28. **Compliance with Laws**

- A. The Contractor shall comply with all local, State, County, and Federal laws, rules, and regulations applicable to this Contract and to the work to be done hereunder and must obtain, at his own expense, all permits necessary for the prosecution of the work.

ARTICLE 29. **State Law**

- A. As a part of the Contract and pursuant to the provisions of Section 103-a of the General Municipal Law of the State of New York, the parties hereto recognize that upon the refusal of a person, 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.
1. Such person, and any firm, partnership or corporation of which 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 fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and also that,
 2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without

incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

ARTICLE 30. Labor Laws

- A. Attention is directed to the provisions of the Labor Laws of the State of New York applicable to the employment of labor at the site of the project, all of which shall be conformed to by the Contractor.

The attention of the Contractor is called to Article 10 of said Labor Law of the State of New York, particularly to Sections 240, 241, and 241-A thereof. The Contractor must abide by the provisions of these laws.

- B. The Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work, shall give preference in employment of laborers, workmen and mechanics to resident citizens of the State of New York. Other citizens may be employed as laborers, workmen and mechanics when the Contractor has established, to the satisfaction of the Owner in accordance with rule adopted by the Industrial Commissioner of the State of New York, that resident citizens are not available for employment. If Section 222 of the Labor Law is not complied with, this Contract shall be void.

- C. The Contractor agrees:

1. That in the hiring of any employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor nor any Subcontractor, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color or sex and that there may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of one hundred dollars (\$100) for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e of the Labor Law.

2. That this Contract may be canceled or terminated by the Owner and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of Section 220-e of the Labor Law.

- D. 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 this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day, nor more than five (5) days in any one week except in cases of extraordinary emergency caused by fire, flood, or danger to life and property, or as otherwise defined in Section 220 of the Labor Law.

- E. The wages to be paid for a legal day's work to laborers, workmen or mechanics employed

upon the work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Section 220 of the Labor Law, nor shall such laborers, workmen or mechanics be paid less than the hourly minimum rate of wage as fixed by the Industrial Commissioner. Schedules of the Prevailing Hourly Wage Rates and Prevailing Hourly Supplements for this Project are annexed to, and form a part of the Contract Documents.

- F. Article 8, section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956 provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work project including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees. It also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the schedule referred to does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.
- G. The Contractor and his Subcontractor shall not employ on the work, any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppage, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the premises where work is being performed under this Contract. Any violation by the Contractor of these requirements may, upon certification of the Owner, be considered as proper and sufficient cause for canceling and terminating this Contract.

ARTICLE 31. Compliance with General Municipal Law

- A. As a part of the Contract and pursuant to the provisions of Section 103-a of the General Municipal Law of the State of New York, the parties hereto recognize that upon the refusal of a person, 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.
1. Such person, and any firm, partnership or corporation of which 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 fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and also that,

2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

ARTICLE 32. No Claims Against Individuals

- A. No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Town Board, Town of Rhinebeck, New York, for, on account of, or by reason of anything done or omitted to be done in connection with this Contract.

ARTICLE 33. Hold Harmless

- A. The Contractor shall indemnify, defend and hold harmless the Owner, its officers, agents, and employees from all suits, losses, actions, liens, judgments, payments, and demands, and cost of every kind and nature from all damages to which the Owner or any of its officers, agents and employees may be subjected because of injury to the person and/or property of others resulting from the performance of this contract, or the improper or defective use of machinery, implements, or appliances used on this Contract (project), or through the act or omission on the part of the Contractor or his Subcontractor(s); and he shall further indemnify, defend and hold harmless the Owner, its officers, agents, and employees on account of any claims or damages awarded for an infringement of patent, trademark or copyright.

ARTICLE 34. No Waiver or Rights

- A. Neither an inspection by the Engineer, nor by the Owner, nor by any of their employees, nor by any order of measurements or certificate of the Supervisor, nor by any order for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Owner, nor any extension of time, nor any possession by the Owner or his employees shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e. - in addition to each and every other form of suit, action or legal proceeding. The Owner shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE 35. Maintenance and Guaranty

- A. The Contractor shall promptly repair, replace, restore, or rebuild any imperfections that may arise and shall maintain satisfactory to the Owner all his work for a period of one year from

the date of final acceptance of the Contract, except where other periods of maintenance and warranty may be provided for. The Contractor shall, for this period, indemnify and save harmless the Owner, its officers, and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

- B. As security for the faithful performance by the Contractor of his obligations hereunder the Owner will retain sums so allowed under Section 106-6 of the New York State General Municipal Law. All retainage will comply with this section.
- C. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the Engineer not later than ten (10) days subsequent to the expiration of the one year period, the Owner shall have the right to have the work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor without interest. If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Owner.

ARTICLE 36. Protection of Work and of Persons and Property

- A. During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury; and in the event of such damage, loss or injury, shall promptly replace or repair such work, whichever the Engineer shall determine to be preferable.
- B. During performance and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the persons and property of the Owner, the project under construction, and the property of others on or adjacent to the site from damage, loss or injury resulting from his or his Subcontractor's operations under this Contract. The Contractor's obligation shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient lights, barricades and enclosures. The Contractor shall provide sufficient guards to adequately protect the construction site. The Contractor shall abide by the decision of the Engineer as to the adequacy and extent of protection necessary. Within three (3) days after notice to him of the happening of any such loss, damage or injury to work, persons or property, the contractor shall make a full and complete report thereof in writing to the Owner. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the Owner.
- C. Each Contractor shall comply with all requirements and regulations of the "Occupational Safety and Health Act".

ARTICLE 37. Limitations and Consent

- A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to it or any part thereof, or his power to execute it, or assign, by Power of Attorney or otherwise, any of the moneys due or to become due under

this Agreement, unless the previous written consent of the Owner shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The Owner reserves the right to limit the total amounts of subcontracts to twenty-five percent (25%) of the total Contract price.

- B. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services.

ARTICLE 38. Liquidated Damages

- A. It is mutually agreed between the parties that time is the essence of this Contract and that there will be, on the part of the Town Board, Town of Rhinebeck, considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended. The monetary amount shown in paragraph 8. Time of Completion and Liquidated Damages of Section 00100 Instructions to Bidders is hereby stipulated as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Owner because of the said delay and the party of the second part agrees that the said sum per day for each such day shall be deducted and retained out of the moneys which may become due hereunder.

ARTICLE 39. Character and Competency

- A. The Contractor and his Subcontractors shall employ upon all parts of the work herein contracted for, only competent, skillful and trustworthy employees. Should the Engineer at any time give notice in writing to the Contractor or his representative on the work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the work.

ARTICLE 40. Superintendence

- A. All project work performed under this Contract shall be carried out only under the direct, personal supervision of a person whose experience and expertise qualified that person to exercise the kind and type of supervision required to prosecute the type of work being performed in such manner as will result in a workmanlike, acceptable, job ready for the Owner's use, within the time frame specified in the contract documents. He shall keep on hand, at all times, copies of the Plans and Specifications and shall have full authority to supply material and labor as dictated by the project requirements. The Engineer shall have the right to order that no work be done when and where a capable supervisor or foreman, as outlined above, is not present on the work site.

ARTICLE 41. Non-Discrimination Clause

- A. All contracts entered into by the Owner for the construction, alteration or repair of any public building or public work or for manufacture, sale or distribution of materials, equipment or supplies, or for personal services shall contain the following provisions by which the Contractor with the Owner shall agree that:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to insure that all employees are employed, and that employees are treated equally during employment without regard to their race, creed, color, sex or national origin.

ARTICLE 42. Owner's Right

- A. The Owner reserves the right to make such additions, deductions or changes in the Contract from time to time as it deems necessary and in a manner not materially affecting the substance thereof, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions or changes and no claim shall be made by the Contractor for any loss of anticipated profits thereby.
- B. Any material to be furnished or work necessary to be done other than that specified in this Agreement shall be covered by a written Change Order issued by the Engineer and no claim shall be made by the Contractor for any such work performed or material furnished before such Change Order shall have been approved by the Engineer.
- C. Construction conditions may require that changes be made in the location and installation of the Work and equipment to be furnished and other work to be performed hereunder and the Contractor, when ordered in writing by the Engineer, shall make such adjustments and changes in said locations and work as may be necessary without additional cost to the Owner, provided such adjustments and changes do not alter the character, quantity or cost of the work as a whole, and provided further that plans and specifications showing such adjustments and changes are furnished to the Contractor by the Engineer within a reasonable time before any work involving such adjustments and changes is begun. The Engineer shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

ARTICLE 43. No Estoppel

- A. The Owner shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any acceptance, return certificate or payment made or given under or in connection with this Contract by the Supervisor or other officer, agent or employee, of the Owner, at any time, either before or after final completion and acceptance of the work and payment therefore:
 - 1. showing the true and correct classification amount, quality or character of the work done and materials furnished by the Contractor or any other person under this

agreement, or from showing at any time that such acceptance, return, certificate or payment is: untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and

2. from demanding and recovering from the Contractor any overpayment made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the Contract Documents, or both.

ARTICLE 44. Contractor's Default

A. It is mutually agreed that:

1. if the Contractor fails to begin work when notified to do so by the Engineer, or
2. if the Contractor becomes insolvent, or
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the Contractor abandons the work to be done under this Contract, or
5. if this Contract or any part thereof shall be sublet without the consent of the Owner being first obtained in writing, or
6. if this Contract or any right, moneys or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or
7. if, at any time, the Engineer shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or
8. that the work or any part thereof is unnecessarily or unreasonably delayed, or
9. that the Contractor is not or has not been executing the contract in good faith, or
10. that the Contractor is violating any of the provisions of this Contract; the Owner, without prejudice to any other rights or remedy of said Owner shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

ARTICLE 45. Contractor's Duty

- A. Upon receipt of the notice provided in Article 44 above, the Contractor shall immediately discontinue all further operations on the work on such part thereof and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

ARTICLE 46. Completion of the Work

- A. The Owner, after declaring the Contractor in default as provided in Article 44 above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such Subcontractors, as he may deem advisable.

- B. The expense of such completion, including the cost of reletting, shall be deducted and paid by the Owner out of the moneys due or to become due to the Contractor under this Contract, or any part thereof and, in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the Town Board of the Town of Rhinebeck.

ARTICLE 47. Payroll Reports

- A. The Contractor and each Subcontractor shall furnish to the Engineer, on demand, a verified copy of his payroll and also any other information required by the Engineer to satisfy him that the provision of the Labor Laws, as to the hours of employment and rates of wages, are being observed.

ARTICLE 48. Moneys Retained Against Claims and Liens

- A. The Owner may withhold from the Contractor so much of any approved payments due him as may, in the opinion of the Owner, be necessary as security against (a) just claims of any persons supplying labor or materials for the work then due and unpaid, (b) loss due to defective work not remedied, or (c) loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or of any of his Subcontractors. The Owner shall have the right to apply any such amounts so withheld for such claims. Such application of said money shall be deemed payments for the account of the Contractor. If no action is commenced upon such claim, within the time limited therefore by law, the Owner, upon written demand by the Contractor, shall return the amount so withheld without interest.

ARTICLE 49. General Insurance

- A. The Contractor shall be responsible for obtaining and maintaining during the life of this Contract any and all insurance policies as may be necessary to protect himself, his Subcontractors, and the Owner from claims arising from bodily injury, property damage or death which may occur as a result of the work performed under this Contract. As evidence of good faith under this section, the Contractor shall furnish the Owner with certificates of the following insurance policies, which are to be accepted as the minimum required:
 - 1. Statutory Workmen's Compensation

 - 2. Contractor's Public Liability and Property Damage Limits

Refer to Section 00100, Instructions to Bidders, Item 18.c.(2).

3. Comprehensive Vehicular Liability Insurance (on all owned, non-owned or hired automobiles, trucks and other vehicular equipment). Minimum limits to be: Refer to Section 00100, Instructions to Bidders, Item 18.c.(1).

ARTICLE 50. **Payment**

- A. For the Contractor's complete performance of the work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the total of the lump sum prices and the unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Engineer under Article 8 hereof, less credit for any work omitted pursuant to Article 10 hereof.

ARTICLE 51. **Progress Payments**

- A. The Owner will make Monthly Progress Payments on account of this Contract on, or about, the fifteenth (15th) of each month, whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the fair value of the work completed during the previous month exceeds one thousand dollars (\$1,000).
- B. Payment will be in an amount equal to ninety-five percent (95%) of the value of the work completed less the aggregate of all previous payments.
- C. Payment requests shall be made on a form provided by the Engineer and shall be submitted at least ten (10) days prior to the date upon which payment is requested to be made.
- D. All materials and work covered by such progress payments shall become the property of the Owner; however, such payments made to the Contractor shall not be construed as acceptance by the Owner of any work or materials not in accordance with the plans and specifications.
- E. When submitting payment requests, Contractor must certify with each request, that all Subcontractors, suppliers and laborers have been paid in full (less proper retainages as required by the contract) up to the date of the request. No payments will be made by the Owner without this certificate. Delays in payment due to disagreement about a quantity between the Engineer and Contractor shall be borne by the Contractor. It is also the burden of the Contractor to obtain agreement from the Engineer to be satisfied with his estimate.

ARTICLE 52. **Final Payment**

- A. Within sixty (60) days after receiving notice from the Contractor of completion of all of the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this Contract, the Engineer will cause a final inspection to be made for approval of all the work

done under this Contract.

- B. If upon such inspection the Engineer determines that no further work is to be done, he will issue a Certificate of Completion to the Contractor for the work done under this Contract.
- C. As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under Article 51 hereof, and shall also submit proof of title to the materials and equipment covered by the Contract.
- D. The Contractor shall also, prior to the request for final payment, supply to the Owner, affidavits and certificates for labor, material and equipment (where applicable).
- E. The Owner will, not later than thirty (30) days after the final acceptance of the work under this Contract, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments less five (5%) percent retainage. It is mutually agreed that, all prior payment having been based on estimates made solely to enable the contractor to prosecute the work advantageously, the Final Payment will be subject to such corrections as may be found necessary to bring the total payments into agreement with the Contract Price.
- F. The Municipality will accept only Bonds or Notes of the United States of America, New York State, or Political Subdivisions there of in lieu of all or part of the cash retainage.

ARTICLE 53. Acceptance of Final Payment

- A. The Acceptance by the Contractor or by anyone claiming by or through him of the Final Payment shall operate as and shall be a release to the Owner and every officer and agent thereof, from any and all claims and all liability to the Contractor for anything done or furnished in connection with this work or project and for any act or neglect of the Owner or of any others relating to or affecting the work. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this Contract, the Performance Bond, or the Labor and Materials Bond.

ARTICLE 54. Labor and Materials Bond

- A. The Owner may withhold payments to protect itself from loss on account of:
 - 1. Claims, liens, or suits filed, or reasonable evidence indicating probability that such actions may be filed.
 - 2. Failure of the Contractor to comply with the requirements of the Contract documents.
 - 3. Unremedied defects in work or material.
 - 4. Failure of the Contractor to make payments for labor, material supplies, or to Subcontractors.

ARTICLE 55. Unlawful Provisions

- A. If this Contract contains any unlawful provision not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 56. Legal Provisions Deemed Included

- A. Each and every provision of any law or clause required by law to be inserted in this Contract, shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 57. Refuse and Debris

- A. The Contractor shall at all times keep the refuse and debris at the job site to a minimum and shall remove all such material and leave all areas "broom" or "rake" clean.

ARTICLE 58. Work Hours

- A. All aspects of work covered in this Contract shall be performed between the hours of seven-thirty (7:30) a.m. to four-thirty o'clock (4:30) p.m.

ARTICLE 59. Conflicting Information

- A. In the case of conflicting information within the plans and specifications as to the type of materials or workmanship to be provided, the Contractor agrees that he will accept the decision of the Engineer as to which was intended or which is in the best interest of the Owner.
- B. In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows numerically, except as may be otherwise specifically stated. Said component parts are the following:
 - 1. Addenda
 - 2. General Conditions of Contract
 - 3. Technical Specifications
 - 4. Figures
 - 5. Invitation to Bid
 - 6. Instructions to Bidders
 - 7. Contractor's Proposal

ARTICLE 60. Notices

A. All notices, demands, requests, consents, approvals or other communications (for the purpose of this paragraph collectively called "Notices") required or permitted to be given hereunder to any party to this Contract shall be in writing and shall be sent by overnight delivery service (Federal Express or equivalent) or registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as such party shall have specified most recently by like Notice.

If to CONTRACTOR, to:

With a copy to:

If to TOWN, to:

Elizabeth Spinzia, Supervisor
Town of Rhinebeck
80 East Market Street
Rhinebeck, New York 12572

With a copy to:

Lawrence J. Paggi, PE
43 Broad Street
Fishkill, New York 12524
or Successor Engineer to Town

Notices given as provided above shall be deemed given on the date so mailed.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SUMMARY OF WORK

PART 1 - GENERAL

A. CONTRACT DOCUMENTS

The General Conditions, Special Conditions, if any, and all other terms and provisions of the Contract are included as a part of this Section.

B. SPECIFICATION ARRANGEMENT

Titles to and arrangements of sections and paragraphs in these specifications are used merely for convenience and shall not be taken as a correct or complete segregation of the several categories of materials, equipment, and labor, nor as an attempt to outline or define jurisdictional procedures.

C. INTENT

The entire work provided for in these technical specifications and on the Plans shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated in a manner corresponding with the rest of the work shall be provided as if the same were particularly described and specifically provided for herein. It is not intended that the Plans shall show every detailed piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.

D. SCOPE

The work required by these specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment and materials and performing all operations necessary to properly complete the contract work as shown on the plans, as mentioned in these specifications, and as evidently required, to the complete satisfaction of the Town of Rhinebeck and their authorized representatives.

E. GENERAL DESCRIPTION OF WORK

The Contractor shall provide all the labor, superintendence, materials, tools, and equipment necessary or desirable for properly performing and completing the work as hereinbefore described and hereinafter more particularly specifically within the time stipulated. The Contractor shall furnished all material, equipment and labor necessary to complete the work in accordance with the terms of this contract and the requirements thereunder, including all general and detailed Specifications hereinafter outlined.

THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PRE-CONSTRUCTION CONFERENCE

PART 1 - GENERAL

A. SUMMARY

1. To help clarify construction contract administration procedures, the Engineer will conduct a Pre-construction Conference prior to start of the Work, as described in this Section.

2. Related Documents

The General Conditions, Special Conditions, if any, and all other terms and provisions of the Contract are included as a part of this Section.

B. SUBMITTALS

1. To the maximum extent practicable, advise the Engineer at least 24 hours in advance of the Conference as to items to be added to the agenda.

2. The Engineer will compile minutes of the Conference, and will furnish one copy of the minutes to each individual in attendance. The Contractor may make and distribute such other copies as he/she wishes.

C. QUALITY ASSURANCE

For those persons designated by the Contractor, his/her subcontractors, and suppliers to attend the Pre-construction Conference, provide required authority to commit the entities they represent to solutions agreed upon in the Conference.

D. PRE-CONSTRUCTION CONFERENCE

1. The Conference will be scheduled to be held within 10 calendar days after the Owner has issued the Notice of Award, but prior to actual start of the Work.

2. Attendance

a. Provide attendance by authorized representatives of the Contractor and major subcontractors.

b. The Engineer will advise other interested parties, including the Owner, and request their attendance.

3. Minimum agenda: Data will be distributed and discussed on:
- a. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and the Engineer;
 - b. Channels and procedures for communication;
 - c. Construction schedule, including sequence of critical work. This project involves work within a public park. Emergency access to all active areas within the park must be maintained at all times and interruption of access to park areas outside of the work area must be kept to a minimum and be scheduled sufficiently in advance to allow for public notification.
 - d. Contract Documents, including distribution of required copies of Drawings and revisions;
 - e. Processing of Shop Drawings and other data submitted to the Engineer for review;
 - f. Processing of field decisions and Change Orders;
 - g. Rules and regulations governing performance of the Work; and
 - h. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

END OF SECTION

SCHEDULE OF VALUES

A. SUMMARY

The Bidder shall provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents, and shall specifically include the following:

THOMAS THOMPSON-SALLY MAZZARELLA PARK – SKATE PARK

- Site preparation and grading of proposed the proposed skate park area to achieve required subbase grades - \$_____ per square foot;
- Furnish and install 6-inches item 4 aggregate base course compacted 95% standard proctor - \$_____ per square foot;
- Furnish and install structural fill -\$_____ per cubic foot;
- Furnish and install 6-inch structural reinforced concrete flatwork for skate park - \$_____ per square foot;
- Furnish and install 6-inch structural reinforced sculptural shotcrete for skate park ramps and/or bowl features -\$_____ per square foot;
- Furnish and install skate park rail features - \$_____ per linear foot;
- Furnish and install 1.75-inch wide DURASLOT slotted drain and grate - \$_____ per linear foot;
- Install 8” diameter HDPE piping - \$_____ per linear foot;
- Furnish and install CULTEC Recharger 330 XLHD Units - \$_____ per unit;
- Furnish and install concrete sidewalk - \$_____ per square foot;

B. RELATED WORK

The General Conditions, Special Conditions, if any, and all other terms and provisions of the Contract are included as a part of this Section.

C. SUBMITTALS

1. Prior to first application for payment, submit a proposed schedule of values to the Engineer.
 - a. Meet with the Engineer and determine additional data, if any, required to be submitted.
 - b. Secure the Engineer's approval of the schedule of values prior to submitting first application for payment.

SCHEDULE OF VALUES

01370-1

QUALITY ASSURANCE

1. Use required means to assure arithmetical accuracy of the sums described.
2. When so required by the Engineer, provide copies of the subcontracts, receipts, purchase orders or other data acceptable to the Engineer, substantiating the sums described.

END OF SECTION

CONTRACT CLOSEOUT

PART 1 - GENERAL

A. SECTION INCLUDES

1. Closeout procedures
2. Final cleaning
3. Adjusting
4. Warranties

B. RELATED SECTIONS

1. Section 00700 – General Conditions.

C. CLOSEOUT PROCEDURES

1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
2. Provide submittals to Engineer that are required by governing or other authorities.
3. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. FINAL CLEANING

1. Execute final cleaning prior to final inspection.
2. Clean site; sweep paved areas, rake clean landscaped surfaces.
3. Remove waste and surplus materials, rubbish, and construction facilities from the site.

PART 2 - PRODUCTS Not used.

PART 3 - EXECUTION Not used.

END OF SECTION

**CONTRACT CLOSEOUT
01700-1**

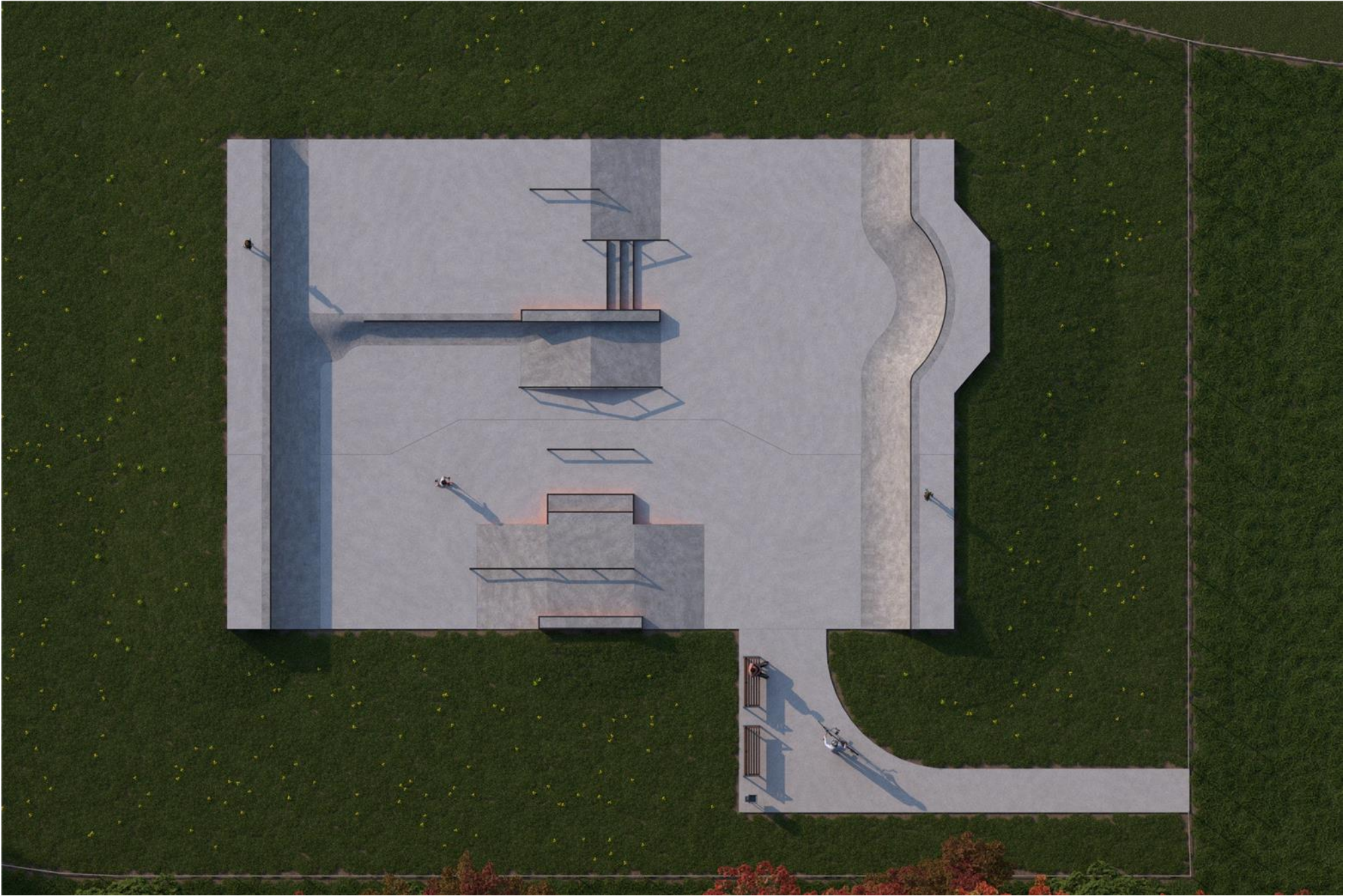
DIVISION 2: TECHNICAL SPECIFICATIONS

PROJECT PLANS:

C101 **STORMWATER PLAN & DETAILS**

C201 **EROSION AND SEDIMENT CONTROL PLAN**

PG. 1-6 **SKATE PARK CONCEPT PLAN (BY PIVOT CUSTOM)**



Pivot Custom
601 McKinley Ave.
Joplin, MO 64081
800-949-2024

Design #8006
Rhinebeck Skatepark

CONCEPT PLAN

July 18, 2023

PG. 1



Pivot Custom
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PG. 2



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PG. 3



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CONCEPT PLAN

July 18, 2023

PG. 4



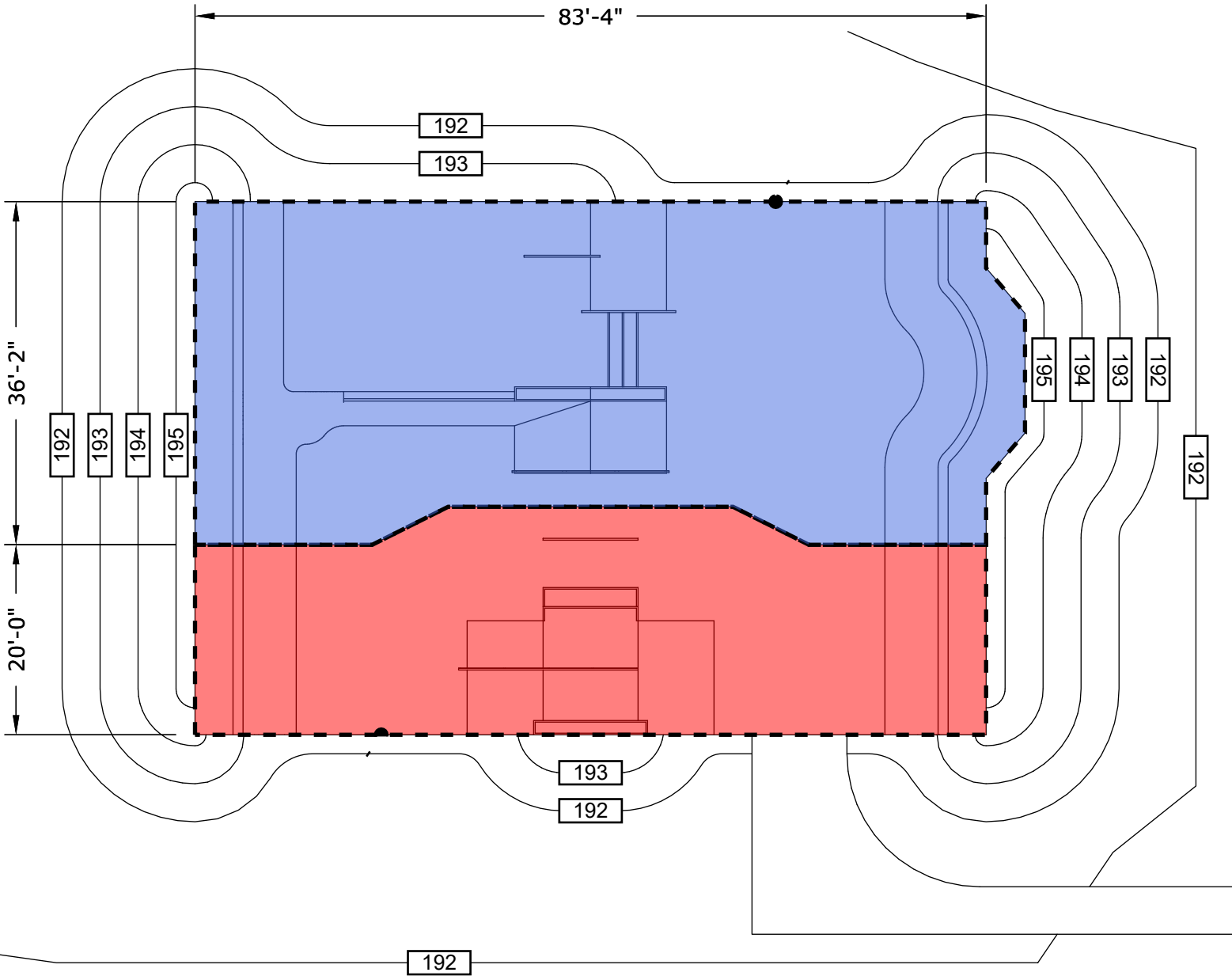
Pivot Custom
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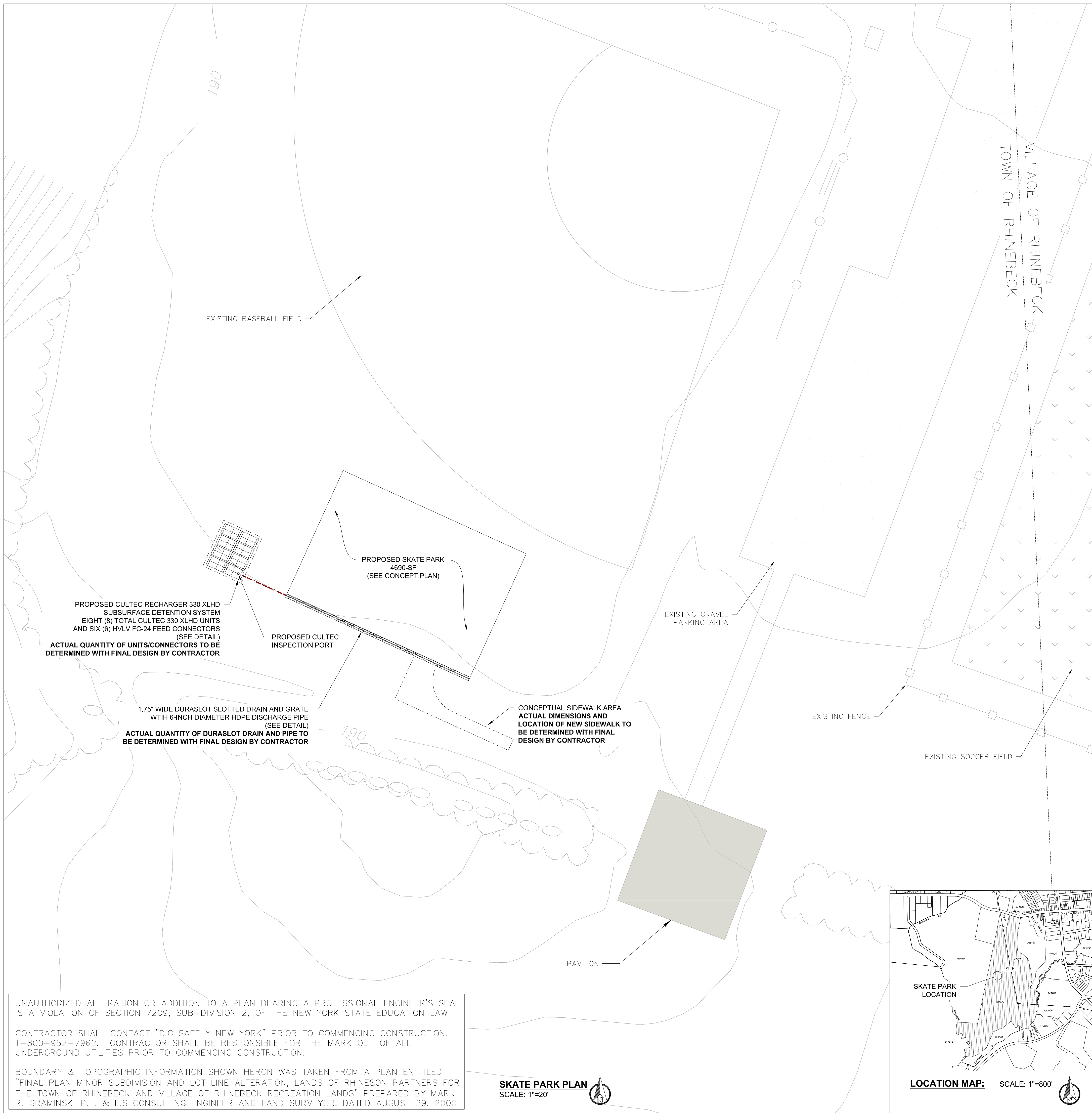
Design #8006
Rhinebeck Skatepark

CONCEPT PLAN

July 18, 2023

PG. 5



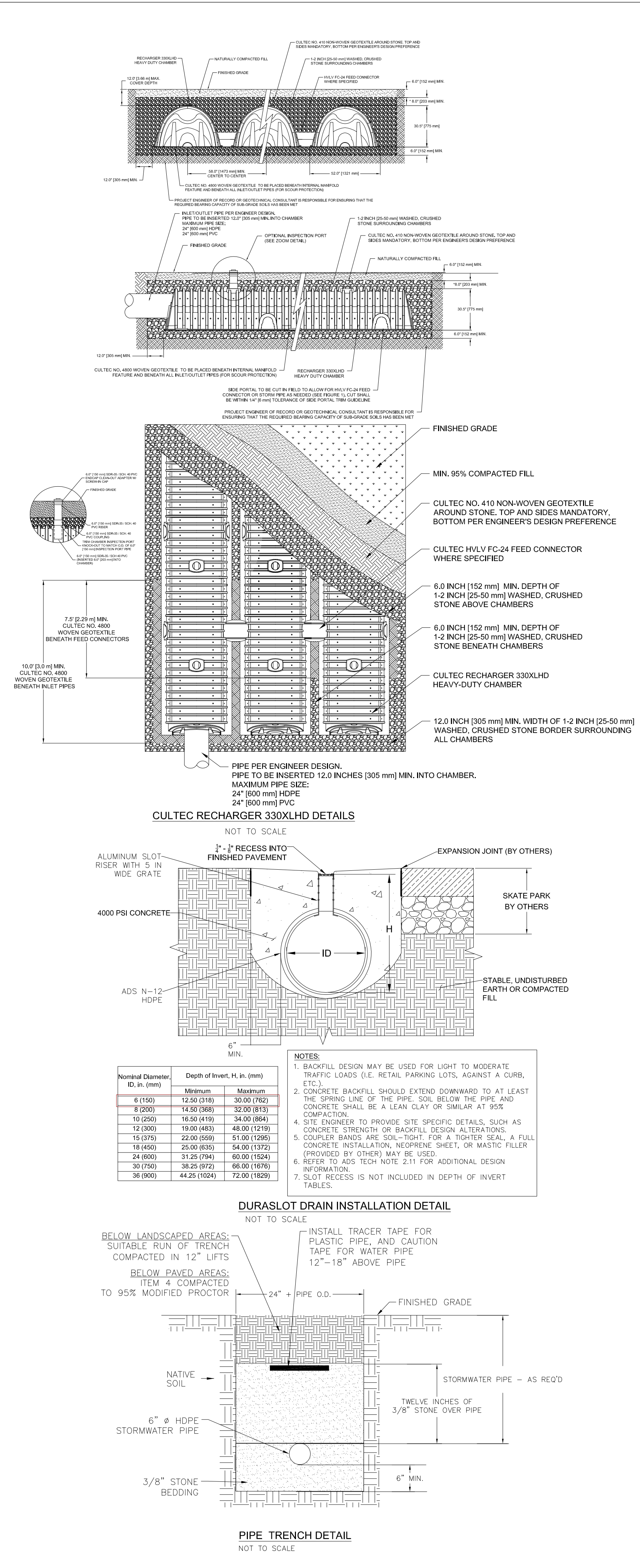
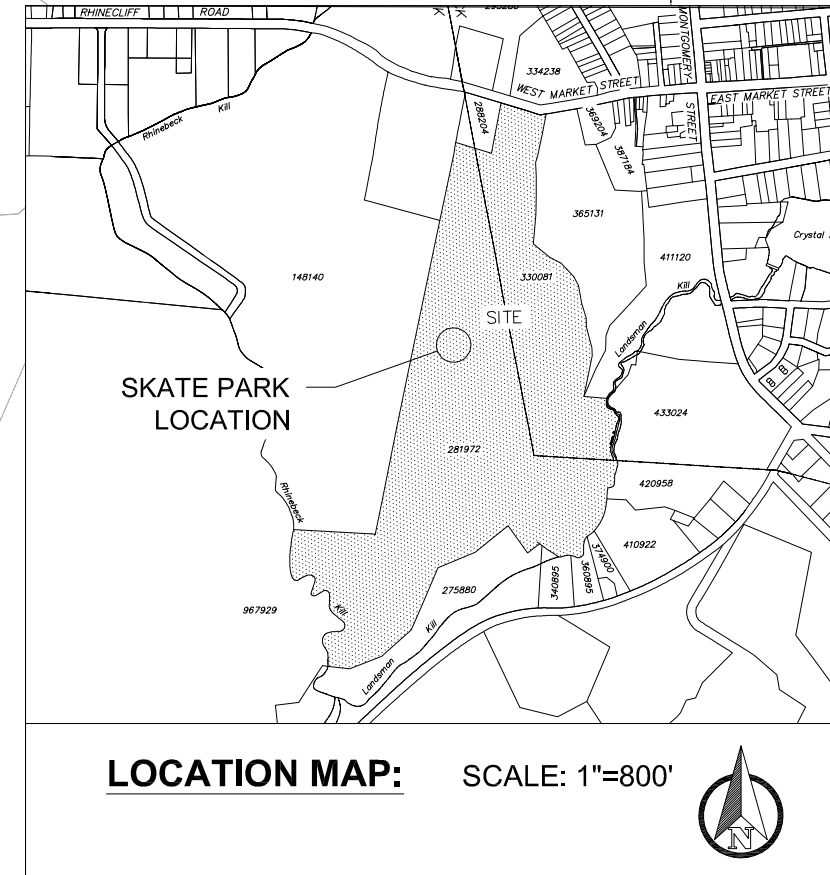


UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW

CONTRACTOR SHALL CONTACT "DIG SAFELY NEW YORK" PRIOR TO COMMENCING CONSTRUCTION. 1-800-962-7962. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MARK OUT OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION.

BOUNDARY & TOPOGRAPHIC INFORMATION SHOWN HERON WAS TAKEN FROM A PLAN ENTITLED "FINAL PLAN MINOR SUBDIVISION AND LOT LINE ALTERATION, LANDS OF RHINESON PARTNERS FOR THE TOWN OF RHINEBECK AND VILLAGE OF RHINEBECK RECREATION LANDS" PREPARED BY MARK R. GRAMINSKI P.E. & L.S. CONSULTING ENGINEER AND LAND SURVEYOR, DATED AUGUST 29, 2000

SKATE PARK PLAN
SCALE: 1"=20'



LAWRENCE J. PAGGI, PE, PC
CONSULTING ENGINEERING
43 BROAD STREET
FISHKILL, NEW YORK 12524
TELEPHONE: (845) 897-2375

Civil, Sanitary & Site Engineering
Site Planning
Environmental Assessment

THOMAS THOMPSON - SALLY MAZZARELLA PARK
PROPOSED SKATE PARK CONSTRUCTION BID
TOWN OF RHINEBECK
DUTCHESS COUNTY, NEW YORK, 12572

CONCEPTUAL STORMWATER PLAN & DETAILS

DATE: FEBRUARY 12, 2023
SCALE: AS NOTED
JOB NUMBER:
SHEET NUMBER: C101

GENERAL SWPPP REQUIREMENTS FOR OWNER / OPERATOR:

THE ORIGINAL IMPROVEMENT PLAN FOR THE SUBJECT PROPERTY (THOMAS THOMPSON SALLY MAZZARELLA PARK) GAINED COVERAGE UNDER THE NYSDEC SPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES GP-0-15-002 IN 2015 - THIS COVERAGE REMAINS ACTIVE UNDER PERMIT IDENTIFICATION NUMBER NYR102784. THE ORIGINAL DESIGN WAS DEVELOPED IN CONFORMANCE WITH THE 2010 NYS STORMWATER MANAGEMENT DESIGN MANUAL AND WAS APPROVED UNDER THOSE STANDARDS. RECORDS FROM WESTON AND SAMPSON HAVE PROVIDED A COPY OF THE NOTICE OF INTENT THAT WAS DEEMED COMPLETE IN JUNE 2015. AN AMENDMENT TO THE APPROVED SWPPP HAS BEEN PREPARED BY LAWRENCE J. PAGGI, PE, PC ADDRESSING THE IMPROVEMENTS INDICATED ON THIS PLAN AND ASSOCIATED COMPLIANCE WITH THE GP-0-15-002 GENERAL PERMIT. A COPY OF THIS AMENDMENT SHALL BE RETAINED ON SITE DURING CONSTRUCTION.

THE OWNER OR OPERATOR SHALL ENSURE THAT THE PROVISIONS OF THE APPROVED SWPPP ARE IMPLEMENTED FROM THE COMMENCEMENT OF CONSTRUCTION ACTIVITY UNTIL ALL AREAS OF DISTURBANCE HAVE ACHIEVED FINAL STABILIZED AND THE NOTICE OF TERMINATION ("NOT") HAS BEEN SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN ACCORDANCE WITH THE GP-0-15-002 PERMIT.

THE OWNER OR OPERATOR SHALL MAINTAIN A COPY OF THE GENERAL PERMIT (GP-0-15-002), NOI, NOI ACKNOWLEDGMENT LETTER, SWPPP, MS4 SWPPP ACCEPTANCE FORM, INSPECTION REPORTS, RESPONSIBLE CONTRACTOR'S OR SUBCONTRACTOR'S CERTIFICATION STATEMENT (SEE PART III.A.6.), AND ALL DOCUMENTATION NECESSARY TO DEMONSTRATE ELIGIBILITY WITH THIS PERMIT AT THE CONSTRUCTION SITE UNTIL ALL DISTURBED AREAS HAVE ACHIEVED FINAL STABILIZATION AND THE NOT HAS BEEN SUBMITTED TO THE DEPARTMENT. THE DOCUMENTS MUST BE MAINTAINED IN A SECURE LOCATION, SUCH AS A JOB TRAILER, ON-SITE CONSTRUCTION OFFICE, OR MAILBOX WITH LOCK. THE SECURE LOCATION MUST BE ACCESSIBLE DURING NORMAL BUSINESS HOURS TO AN INDIVIDUAL PERFORMING A COMPLIANCE INSPECTION.

THE OWNER OR OPERATOR OF A CONSTRUCTION ACTIVITY SHALL NOT DISTURB GREATER THAN FIVE (5) ACRES OF SOIL AT ANY ONE TIME WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OR, IN AREAS UNDER THE JURISDICTION OF A REGULATED, TRADITIONAL LAND USE CONTROL MS4, THE REGULATED, TRADITIONAL LAND USE CONTROL MS4 (PROVIDED THE REGULATED, TRADITIONAL LAND USE CONTROL MS4 IS NOT THE OWNER OR OPERATOR OF THE CONSTRUCTION ACTIVITY).

IN ACCORDANCE WITH STATUTE, REGULATIONS, AND THE TERMS AND CONDITIONS OF THIS PERMIT, THE DEPARTMENT MAY SUSPEND OR REVOKE AN OWNER'S OR OPERATOR'S COVERAGE UNDER THIS PERMIT AT ANY TIME IF THE DEPARTMENT DETERMINES THAT THE SWPPP DOES NOT MEET THE PERMIT REQUIREMENTS OR CONSISTENT WITH PART VII.K.

UPON A FINDING OF SIGNIFICANT NON-COMPLIANCE WITH THE PRACTICES DESCRIBED IN THE SWPPP OR VIOLATION OF THIS PERMIT, THE DEPARTMENT MAY ORDER AN IMMEDIATE STOP TO ALL ACTIVITY AT THE SITE UNTIL THE NON-COMPLIANCE IS REMEDIATED. THE STOP WORK ORDER SHALL BE IN WRITING, DESCRIBE THE NON-COMPLIANCE IN DETAIL, AND BE SENT TO THE OWNER OR OPERATOR.

FOR CONSTRUCTION ACTIVITIES THAT ARE SUBJECT TO THE REQUIREMENTS OF A REGULATED, TRADITIONAL LAND USE CONTROL MS4, THE OWNER OR OPERATOR SHALL NOTIFY THE REGULATED, TRADITIONAL LAND USE CONTROL MS4 IN WRITING OF ANY PLANNED AMENDMENTS OR MODIFICATIONS TO THE POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICE COMPONENT OF THE SWPPP REQUIRED BY PART III.A. 4. AND 5. OF THE GP-0-20-001 PERMIT, UNLESS OTHERWISE NOTIFIED BY THE REGULATED, TRADITIONAL LAND USE CONTROL MS4. THE OWNER OR OPERATOR SHALL HAVE THE SWPPP AMENDMENTS OR MODIFICATIONS REVIEWED AND ACCEPTED BY THE REGULATED, TRADITIONAL LAND USE CONTROL MS4 PRIOR TO COMMENCING CONSTRUCTION OF THE POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICE.

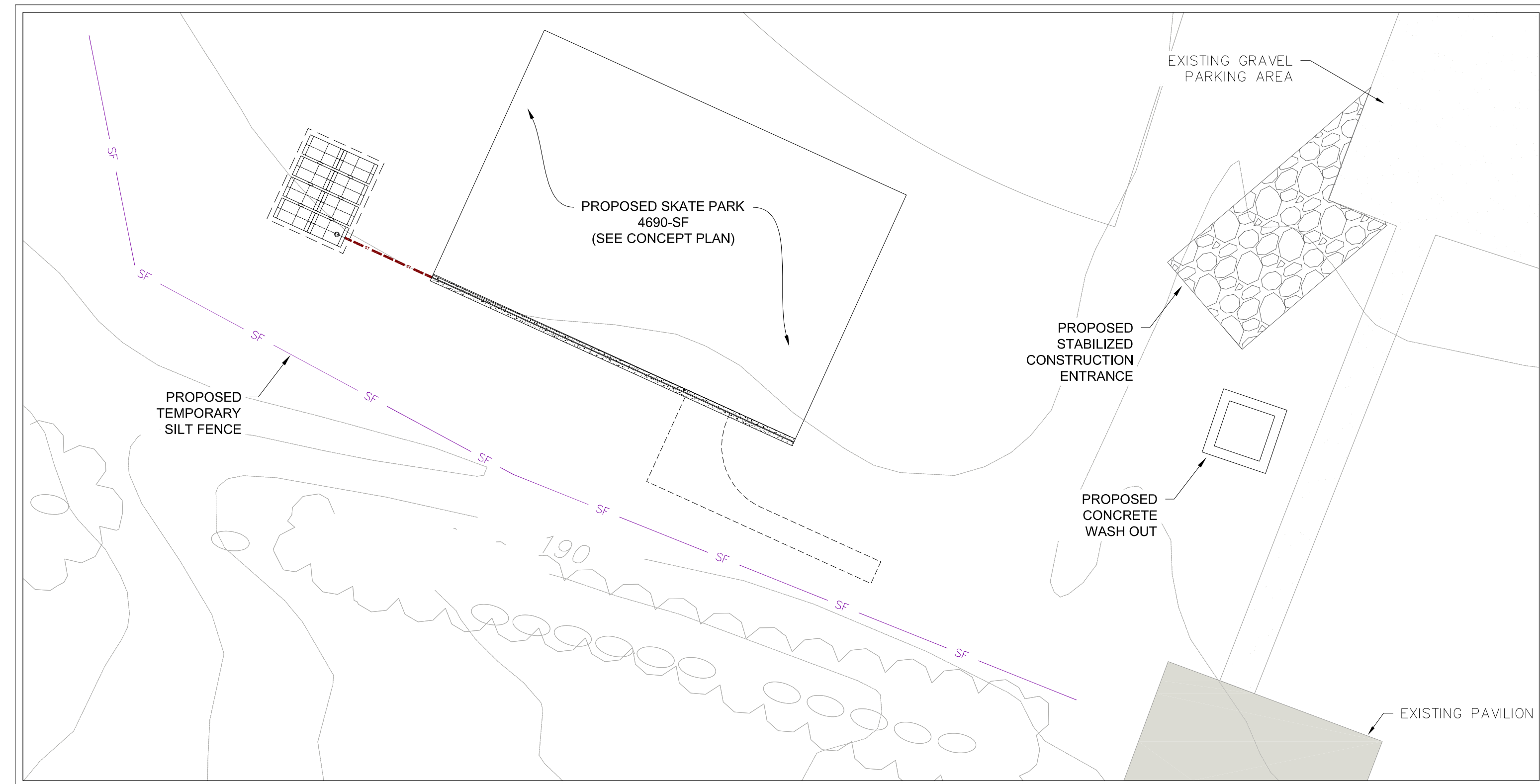
INSPECTION AND MAINTENANCE REQUIREMENTS

GENERAL CONSTRUCTION SITE INSPECTION AND MAINTENANCE REQUIREMENTS:

1. THE OWNER OR OPERATOR MUST ENSURE THAT ALL EROSION AND SEDIMENT CONTROL PRACTICES (INCLUDING POLLUTION PREVENTION MEASURES) AND ALL POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES IDENTIFIED IN THE SWPPP ARE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE GENERAL PERMIT (GP-0-15-002).
2. THE TERMS OF THE GENERAL PERMIT (GP-0-15-002) SHALL NOT BE CONSTRUED TO PROHIBIT THE STATE OF NEW YORK FROM EXERCISING ANY AUTHORITY PURSUANT TO THE ECL, COMMON LAW OR FEDERAL LAW, OR PROHIBIT NEW YORK STATE FROM TAKING ANY MEASURES, WHETHER CIVIL OR CRIMINAL, TO PREVENT VIOLATIONS OF THE LAWS OF THE STATE OF NEW YORK OR PROTECT THE PUBLIC HEALTH AND SAFETY AND/OR THE ENVIRONMENT.

CONTRACTOR MAINTENANCE INSPECTION REQUIREMENTS:

1. THE OWNER OR OPERATOR SHALL HAVE A TRAINED CONTRACTOR INSPECT THE EROSION AND SEDIMENT CONTROL PRACTICES AND POLLUTION PREVENTION MEASURES BEING IMPLEMENTED WITHIN THE ACTIVE WORK AREA DAILY TO ENSURE THAT THEY ARE BEING MAINTAINED IN EFFECTIVE OPERATING CONDITION AT ALL TIMES. IF DEFICIENCIES ARE IDENTIFIED, THE CONTRACTOR SHALL BEGIN IMPLEMENTING CORRECTIVE ACTIONS WITHIN ONE BUSINESS DAY AND SHALL COMPLETE THE CORRECTIVE ACTIONS IN A REASONABLE TIME FRAME.
2. FOR CONSTRUCTION SITES WHERE SOIL DISTURBANCE ACTIVITIES HAVE BEEN TEMPORARILY SUSPENDED (E.G. WINTER SHUTDOWN) AND TEMPORARY STABILIZATION MEASURES HAVE BEEN APPLIED TO ALL DISTURBED AREAS, THE TRAINED CONTRACTOR CAN STOP CONDUCTING THE MAINTENANCE INSPECTIONS. THE TRAINED CONTRACTOR SHALL BEGIN CONDUCTING THE MAINTENANCE INSPECTIONS IN ACCORDANCE WITH PART IV.B.1. THE GENERAL PERMIT (GP-0-15-002) AS SOON AS SOIL DISTURBANCE ACTIVITIES RESUME.
3. FOR CONSTRUCTION SITES WHERE SOIL DISTURBANCE ACTIVITIES HAVE BEEN SHUT DOWN WITH PARTIAL PROJECT COMPLETION, THE TRAINED CONTRACTOR CAN STOP CONDUCTING THE MAINTENANCE INSPECTIONS IF ALL AREAS DISTURBED AS OF THE PROJECT SHUTDOWN DATE HAVE ACHIEVED FINAL STABILIZATION AND ALL POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES REQUIRED FOR THE COMPLETED PORTION OF THE PROJECT HAVE BEEN CONSTRUCTED IN CONFORMANCE WITH THE SWPPP AND ARE OPERATIONAL.



SKATE PARK PLAN
SCALE: 1"=20'

EROSION AND SEDIMENT CONTROL SEQUENCE:

THERE SHALL NOT BE MORE THAN FIVE (5) ACRES OF DISTURBED SOIL IN ANY TIME WITHOUT PRIOR WRITTEN APPROVAL FROM THE NYSDEC.

PRIOR TO ANY CONSTRUCTION, THE OPERATOR SHALL COORDINATE AND CONDUCT A PRECONSTRUCTION CONFERENCE AT THE PROJECT LOCATION WITH THE PROJECT ENGINEER TO REVIEW THE REQUIREMENTS OF GP-0-15-002, INCLUDING POSTING OF THE REQUIRED DOCUMENTATION AND THE LOCATION WHERE THE SWPPP WILL BE MAINTAINED ON SITE.

1. CONSTRUCTION ACCESS -
 - 1.a. STABILIZE ENTRANCE TO SITE BY INSTALLING STONE PER THE CONSTRUCTION ACCESS DETAIL. STABILIZE ADJACENT BARE AREAS WITH VEGETATION.
2. DUST SUPPRESSION -
 - 2.a. DUST ON SITE SHALL BE MINIMIZED BY SPRAYING WATER ON DRY AREAS OF THE SITE.
 - 2.b. IF THE MAJORITY OF MUD OR DIRT IS NOT REMOVED FROM EXITING TRAFFIC, HOSE BIBS SHALL BE PROVIDED AT CONSTRUCTION TRAFFIC POINTS AND VEHICLE TIRES SHALL BE WASHED BEFORE EXITING ON PUBLIC ROADS. SILT FROM THIS WASHING OPERATION SHALL BE INTERCEPTED AND TRAPPED BEFORE WASH WATER IS ALLOWED TO BE DISCHARGED OFFSITE.
3. SEDIMENT BARRIERS AND TRAPS FOR PROPOSED SITE GRADING -
 - 3.a. INSTALL SILT FENCE/HAYBALE BERMS ALONG DOWNHILL SLOPES OF ALL AREAS TO BE DISTURBED ON THE SITE.
 - 3.b. VEGETATE DISTURBED SOIL AREAS NOT TO BE SUBJECT TO ADDITIONAL DISTURBANCE WITHIN 14 DAYS.
4. LAND CLEARING AND ROUGH GRADING OF PROPOSED ROAD -
 - 4.a. REMOVE BRUSH AND DEBRIS FROM PROJECT AREA.
 - 4.b. ROUGH GRADE PROPOSED ROAD AND RIGHT-OF-WAY AREAS AND INSTALL SUBBASE MATERIAL.
5. SILT FENCE SHOULD BE INSTALLED AROUND ANY TEMPORARY SOIL STOCKPILES. IF THESE STOCKPILES ARE NOT TO BE USED WITHIN 14 DAYS THEY SHOULD BE TEMPORARILY SEEDED AND MULCHED.
6. SURFACE STABILIZATION FOR PROPOSED ROAD -
 - 6.a. STABILIZE ROAD SURFACE BY INSTALLING ASPHALT BINDER COURSE
7. ALL DISTURBED AREAS WHICH ARE TO BE LANDSCAPED SHALL BE IMMEDIATELY STABILIZED BY SEEDING AND MULCHING USING PERMANENT SEEDING PROCEDURE FOR AREAS DISTURBED DURING CONSTRUCTION.
8. POLLUTION PREVENTION MEASURES -
 - 8.a. WASTE MATERIALS - ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER RENTED FROM A LOCAL WASTE MANAGEMENT COMPANY WHICH MUST BE A SOLID WASTE MANAGEMENT COMPANY LICENSED TO DO BUSINESS BY THE STATE AND THE TOWN. THE DUMPSTER WILL COMPLY WITH ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS.
 - 8.b. CONCRETE WASTE FROM CONCRETE TRUCKS - EMPTYING OF EXCESS CONCRETE AND/OR WASHOUT FROM CONCRETE DELIVERY TRUCKS WILL NOT BE ALLOWED ON THE JOB SITE. IF SUCH EXCESS CONCRETE AND/OR WASHOUT RESIDUE IS FOUND ON THE JOB SITE, IT WILL BE CLEANED UP IMMEDIATELY AND NOT ALLOWED TO COME IN CONTACT WITH STORMWATER DISCHARGES.
 - 8.c. HAZARDOUS WASTE - ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE AND /OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES BY THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.
 - 8.d. SANITARY WASTES - ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR, AT LEAST 3 TIMES PER WEEK AS REQUIRED BY LOCAL REGULATIONS.
9. UPON COMPLETION OF ALL SITE CONSTRUCTION, ALL HAYBALES/SILT FENCES ARE TO BE REMOVED. ANY AREAS DISTURBED BY THESE REMOVAL OPERATIONS SHALL BE IMMEDIATELY SEEDED AND MULCHED IN CONFORMANCE WITH THE PROCEDURES OUTLINED HEREIN.
10. REMOVE TEMPORARY CONSTRUCTION ACCESS ONLY PRIOR TO PAVEMENT CONSTRUCTION IN THIS AREA (THIS AREA IS TO BE PAVED LAST).

NOTE: ALL EXPOSED AREAS ARE TO BE STABILIZED BY MEANS OF PERMANENT SEEDING AND MULCHING WITHIN 14 DAYS.

EROSION CONTROL MAINTENANCE PLAN - DURING CONSTRUCTION:

PERMANENT AND TEMPORARY VEGETATION:

INSPECT ALL AREAS THAT HAVE RECEIVED VEGETATION EVERY SEVEN DAYS & AFTER EVERY RUNOFF-PRODUCING RAINFALL. ANY VEGETATED AREA THAT HAS ERODED AS A RESULT OF RUNOFF SHALL BE FERTILIZED, RESEEDED AND MULCHED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.

STABILIZED CONSTRUCTION ENTRANCE:

INSPECT THE ENTRANCE PAD EVERY SEVEN DAYS & AFTER EVERY RUNOFF-PRODUCING RAINFALL. CHECK FOR MUD, SEDIMENT BUILD-UP AND PAD INTEGRITY. MAKE DAILY INSPECTIONS DURING WET WEATHER. RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL. WASH AND REPLACE STONE AS NEEDED. THE STONE IN THE ENTRANCE SHOULD BE WASHED OR REPLACED WHENEVER THE ENTRANCE FAILS TO REDUCE MUD BEING CARRIED OFF-SITE BY VEHICLES. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. REMOVE TEMPORARY CONSTRUCTION ENTRANCE AS SOON AS THEY ARE NO LONGER NEEDED TO PROVIDE ACCESS TO THE SITE.

SILT FENCE:

INSPECT FOR DAMAGE EVERY SEVEN DAYS & AFTER EVERY RUNOFF-PRODUCING RAINFALL. MAKE ALL REPAIRS IMMEDIATELY. REMOVE SEDIMENT FROM THE UP-SLOPE FACE OF THE FENCE BEFORE IT ACCUMULATES TO A HEIGHT EQUAL TO 1/3 THE HEIGHT OF THE FENCE. IF FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF FENCE IMMEDIATELY.

SOIL STOCKPILE:

INSPECT SEDIMENT CONTROL BARRIERS (SILT FENCE OR HAY BALE) AND VEGETATION FOR DAMAGE EVERY SEVEN DAYS & AFTER EVERY RUNOFF-PRODUCING RAINFALL. MAKE ALL REPAIRS IMMEDIATELY. REMOVE SEDIMENT FROM THE UP-SLOPE FACE OF THE SEDIMENT CONTROL BARRIER BEFORE IT ACCUMULATES TO A HEIGHT EQUAL TO 1/3 THE HEIGHT OF THE SEDIMENT CONTROL BARRIER. IF SEDIMENT CONTROL BARRIER TEARS, BEGINS TO DECOMPOSE, OR IN ANYWAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF SEDIMENT CONTROL BARRIER IMMEDIATELY. REVEGETATE DISTURBED AREA TO STABILIZE SOIL STOCK PILE. REMOVE THE SEDIMENT CONTROL BARRIER WHEN THE SOIL STOCKPILE HAS BEEN REMOVED.

DUST CONTROL:

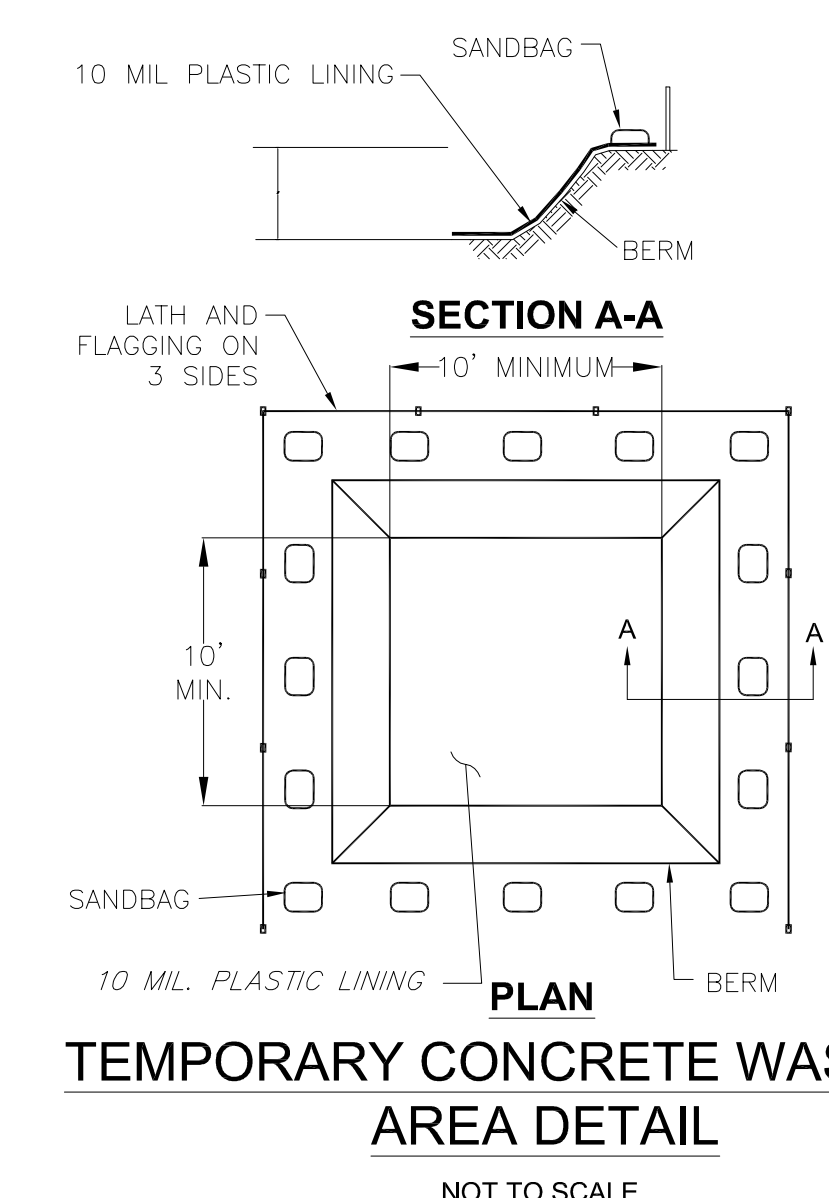
SCHEDULE CONSTRUCTION OPERATIONS TO MINIMIZE THE AMOUNT OF DISTURBED AREAS AT ANY ONE TIME DURING THE COURSE OF WORK. APPLY TEMPORARY SOIL STABILIZATION PRACTICES SUCH AS MULCHING, SEEDING, AND SPRAYING (WATER). STRUCTURAL MEASURES (MULCH, SEEDING) SHALL BE INSTALLED IN DISTURBED AREAS BEFORE SIGNIFICANT BLOWING PROBLEMS DEVELOP. WATER SHALL BE SPRAYED AS NEEDED. REPEAT AS NEEDED, BUT AVOID EXCESSIVE SPRAYING, WHICH COULD CREATE RUNOFF AND EROSION PROBLEMS.

CONCRETE WASHOUT:

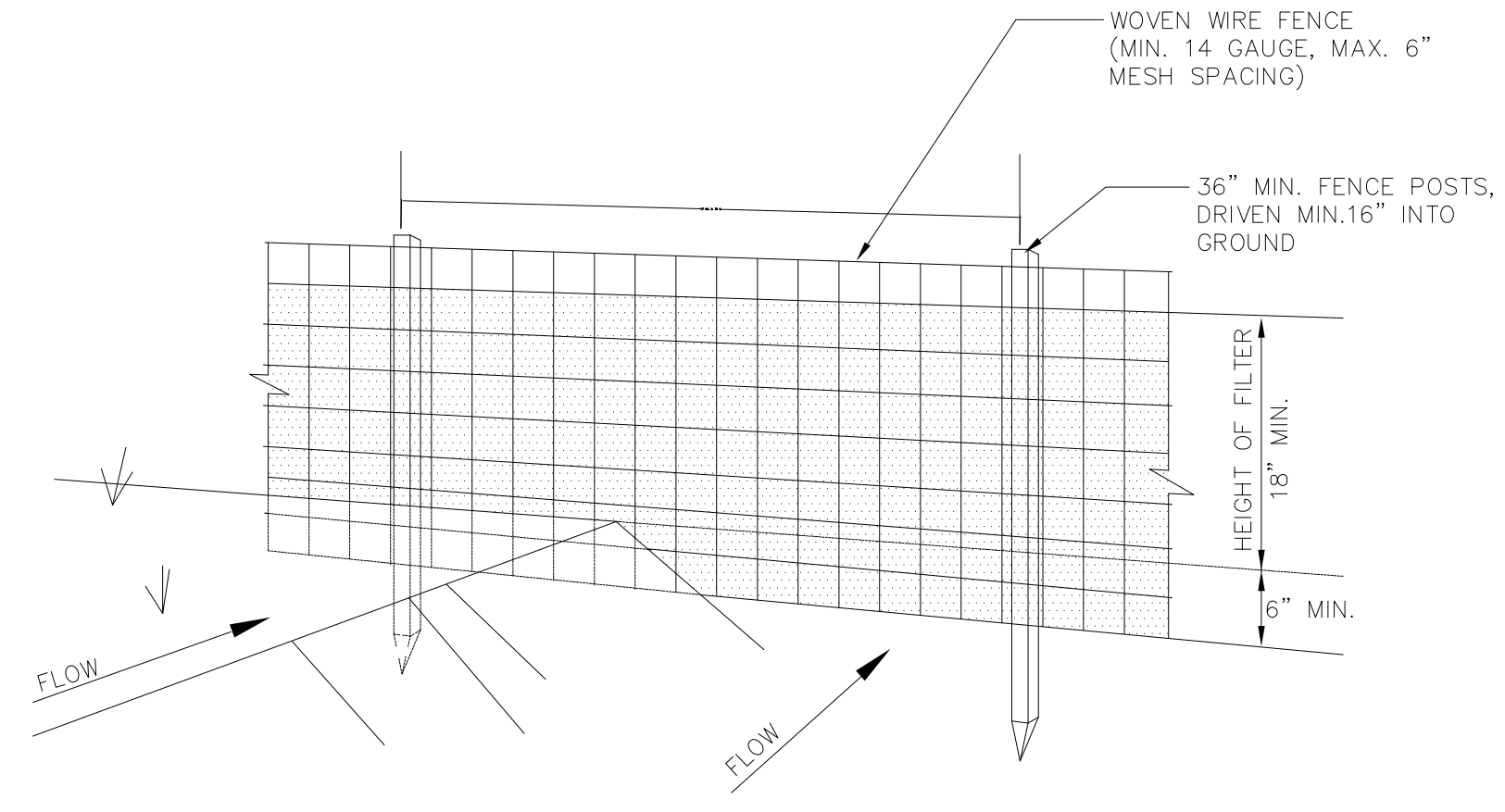
CONCRETE WASHOUT FACILITIES SHALL BE INSPECTED DAILY. DAMAGED OR LEAKING FACILITIES SHALL BE DEACTIVATED AND REPAIR OR REPLACED IMMEDIATELY. ACCUMULATED HARDENED MATERIAL SHALL BE REMOVED WHEN 75% OF THE STORAGE CAPACITY OF THE STRUCTURE FILLED. DISPOSE OF THE HARDENED MATERIAL OFF-SITE IN A CONSTRUCTION/DEMOLITION LANDFILL. THE PLASTIC LINER SHALL BE REPLACED WITH EACH CLEANING OF THE WASHOUT FACILITY.

PERMANENT SEEDING PROCEDURE FOR AREAS DISTURBED DURING CONSTRUCTION:

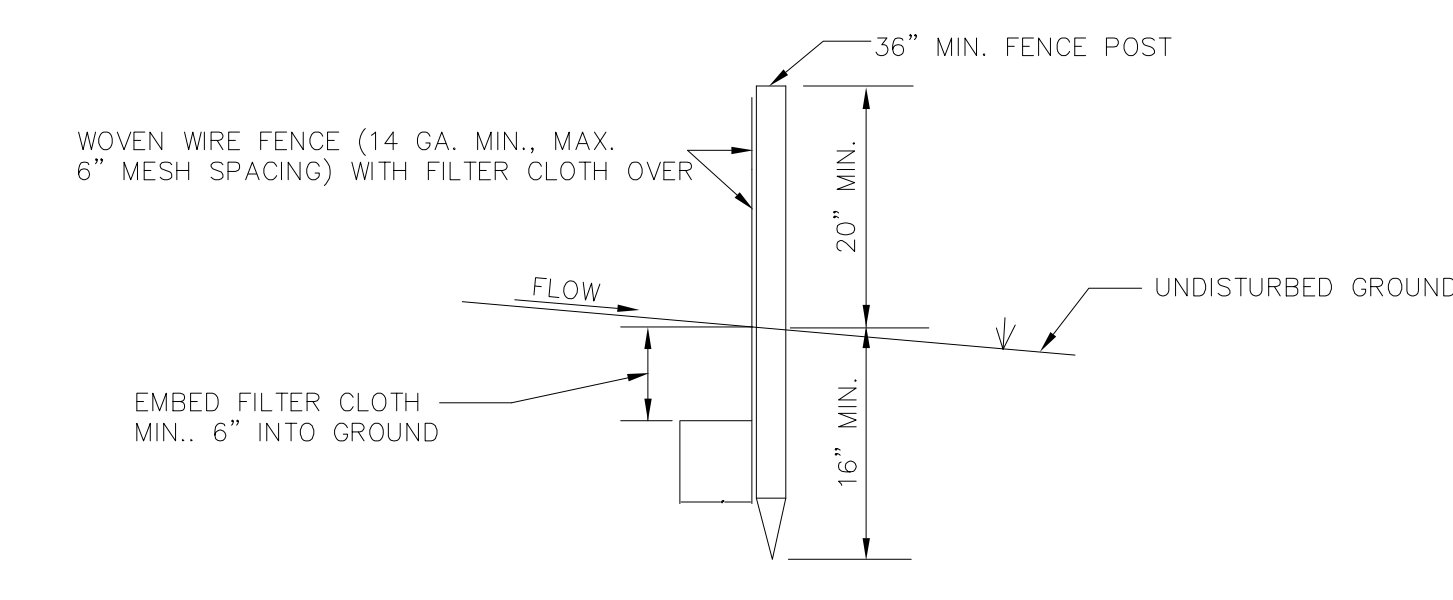
- SITE PREPARATION** - IF SEEDING DOES NOT OCCUR WITHIN 24 HOURS OF FINAL GRADING, SOIL SHALL BE SCARIFIED.
- SOIL AMENDMENTS** - LIME TO pH OF 6.0 AND FERTILIZE WITH 600 lbs. OF 5-10-10 OR EQUIVALENT PER ACRE. FERTILIZERS TO BE APPLIED IN CONFORMANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS PERTAINING TO APPLICATION OF FERTILIZER.
- SEED MIXTURE** - EMPIRE BERDSFOOT TREFOIL OR COMMON WHITE CLOVER 8 lbs. PER ACRE (ADD INOCULANT IMMEDIATELY PRIOR TO SEEDING)
 - TALL FESCUE 20 lbs. PER ACRE
 - REDTOP OR PERENNIAL RYE GRASS 5 lbs. PER ACRE.
- METHOD OF SEEDING** - ANY METHOD WHICH ACHIEVES COMPLETE AND UNIFORM DISTRIBUTION AND GOOD SOIL TO SEED CONTACT WILL BE ALLOWED. MULCH
- MULCH** - HAY OR STRAW APPLIED AT 2 TONS PER ACRE AND COVERING APPROXIMATELY 90% OF SEEDED AREA.



TEMPORARY CONCRETE WASH OUT AREA DETAIL
NOT TO SCALE



PERSPECTIVE VIEW



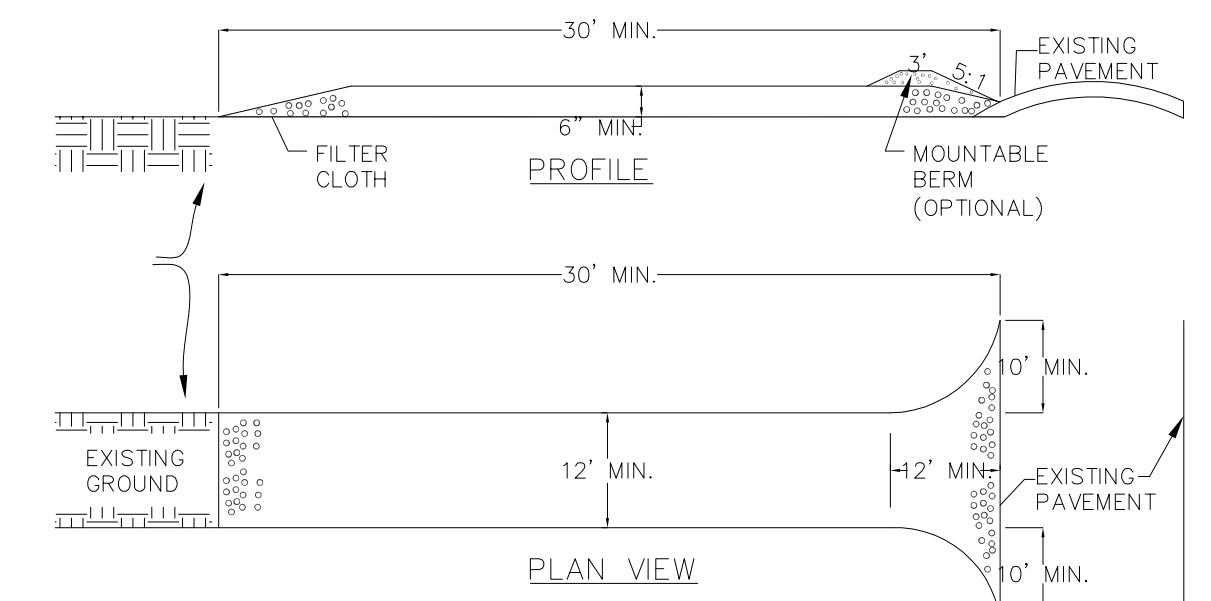
SECTION

CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES
 2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION
 3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED
 4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE
- POSTS: STEEL EITHER T OR U TYPE OR 3.5 SQ. INCH. HARDWOOD
- FENCE: WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING
- FILTER CLOTH: FILTER X, MIRAFI 100X, STABILUNKA 1140N OR APPROVED EQUAL
- PREFABRICATED UNIT: GEOFAB, ENVROFENCE, OR APPROVED EQUAL

SILT FENCE

NOT TO SCALE



CONSTRUCTION SPECIFICATION

1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - NOT LESS THAN 50 FEET
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FOOT IF SINGLE ENTRANCE TO SITE.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACT ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

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Civil, Sanitary & Site Engineering
Site Planning
Environmental Assessment

DRAWN BY	NO.	CHECKED BY	NO.	CONSTRUCTION
				DATE
BY	NO.	REVISIONS	CONCEPT	
			DATE	
BY	NO.	REVISIONS	PRELIMINARY	
			DATE	
BY	NO.	REVISIONS	FINAL	
			DATE	

THOMAS THOMPSON - SALLY MAZZARELLA PARK
PROPOSED SKATE PARK CONSTRUCTION BID
TOWN OF RHINEBECK
DUTCHESS COUNTY, NEW YORK, 12572

EROSION AND SEDIMENT CONTROL PLAN

DATE: FEBRUARY 12, 2023
 SCALE: AS NOTED
 JOB NUMBER:
 SHEET NUMBER:

C201