

**TOWN OF RED HOOK
DUTCHESS COUNTY, NEW YORK**

**BID PACKAGE
MARCH 27, 2019**

- 1. Instructions to Bidders**
- 2. Bid Specifications**
- 3. Bid Proposal Form**
- 4. Non-Collusive Bidding Certification**
- 5. Bid Bond**
- 6. Form of Contract (including Prevailing Wage Notice)**

TOWN OF RED HOOK
Dutchess County, New York

INSTRUCTIONS TO BIDDERS
Highway Department 2019 Paving Project for
Echo Valley Road and Middle Road

Sealed Bids for: “BID – 2019 Paving Project” will be received by the Town Clerk of the Town of Red Hook at the Town Hall, 7340 South Broadway, Red Hook, New York 12571 **at or before 2:00 pm on April 30, 2019**. All Bids received will be publicly opened and read aloud by the Town Clerk immediately thereafter at the Town Hall.

1. Bidders should read all documents contained in this bid package. The following documents are attached to and made a part of this Invitation for Bids:

- a. Instructions to Bidders;
- b. Bid Specifications;
- c. Bid Proposal Form;
- d. Certificate of Non-Collusion;
- e. Form of Bid Bond; and
- f. Form of Contract (including Prevailing Wage Notice)

2. Bidders are responsible for submitting their Bids to the appropriate location at or prior to the time indicated in the instructions. **NO BIDS WILL BE ACCEPTED AFTER THE DESIGNATED TIME OR DATE INDICATED IN THESE INSTRUCTIONS**. It is suggested that registered mail or hand delivery during regular business hours be used to submit Bids. Late proposals, telegrams, facsimile, or telephone bids will not be considered.

3. Bidders are responsible for reporting, in writing, any errors in the Bid Specifications to the Town Clerk at the address shown above. Questions or clarifications to the Bid Specifications must be made in writing to the Town Clerk at least ten (10) days prior to the bid opening. The Town will not assume responsibility for any oral instructions or interpretations of the meaning of the specifications or other contract documents to any bidder by any person or persons.

4. The Town reserves the right to postpone or cancel a scheduled bid opening, or to amend or supplement the bid package. Any addenda or corrections to this Invitation for Bids will be made in writing.

5. All Bids shall be submitted on the proposal form attached to this Invitation for Bids. All Bids must be signed and all the attached certificates must be completed and signed in compliance with the provisions of the General Municipal Law. **The forms necessary to be submitted as a Bid are the following:**

- a. Bid Proposal Form, including all items required by the specifications.

- b. Certificate of Non-Collusion, sworn to, signed and dated.
- c. Certified Check or Bid Bond in the amount of 5% of the total amount bid.

**All Bids shall be sealed and distinctly marked on the outside of the envelope:
“BID – 2019 Paving Project”**

6. Each bid must be accompanied by a certified check in the sum of five percent (5%) of the amount bid, payable to the order of the Town of Red Hook, or a bond with sufficient sureties, to be approved by the Supervisor, as Chief Financial Officer, in such amount, conditioned that if the bid is accepted, the bidder will entered into a contract of the same in accordance with the bid and specifications within 5 business days from the bid award.
7. Bidders shall submit only one (1) Bid that meets or exceeds the minimum Bid Specifications.
8. All information required by the Bid Specifications must be supplied on the forms or in the format specified. No alteration, erasure, or addition is to be made to the bid documents. All Bids must be typewritten or printed in black/blue indelible ink. Bids which have been corrected by white out or cross out, and have not been initialed and dated will be rejected as unresponsive.
9. The Town reserves the right to reject any and all Bids, parts of all Bids, or all Bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interests of the public. The Town reserves the right to waive technicalities, irregularities, or omissions in the best interests of the Town. Any claim of bid mistake must be made in writing in accordance with the conditions expressly set forth in Section 103 of the General Municipal Law.
10. The contract will be awarded to the lowest responsive and responsible bidder in accordance with the requirements of Section 103 of the General Municipal Law.
11. No bidder may withdraw a Bid within forty-five (45) days after the actual date of the bid opening thereof. If an award is not made within the forty-five (45) day period, Bids remain firm until a contract is awarded or the Town receives written notice from the bidder that the bidder is withdrawing its Bid.
12. Upon acceptance of any Bid, the successful bidder shall execute a contract, in accordance with the specifications, with the Town of Red Hook. A form of the contract is attached to this Invitation for Bids.
13. Upon acceptance of the Bid, if the successful bidder fails to enter into a contract pursuant to the requirements of said Town Board of fails to give the further security prescribed in this notice within the time noted herein, then the Bid deposit shall be forfeited to the Town as liquidated damages and not as a penalty and the Supervisor shall collect the

same or enforce the payment of the bid bond for the benefit of the Town. After the award of the contract, all bid deposits or bid bonds except that of the successful bidder will be returned.

14. There is no required deposit for the copy of Bid Specifications.
15. By submission of its Bid, each bidder certifies that it is in compliance with the provisions of Article 18 of the General Municipal Law.
16. The submission of a Bid will constitute an incontrovertible representation by the bidder that such bidder has complied with every requirement of the Instructions to Bidders and the Bid Specifications, that without exception the Bid is premised upon performing and furnishing the product required by the specifications, that the bidder has given the Town of Red Hook written notice of all conflicts, errors, ambiguities, and discrepancies that the bidder has discovered in the bidding documents and the written resolutions thereof by the Town of Red Hook are acceptable to the bidder, and that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the product.
17. All Bids must be signed. Failure to do so shall cause the Bid to be non-responsive and rejected.
18. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by the State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature. A Bid by an individual shall show the Bidder's name and official address. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature. All names shall be typed or printed in ink below the signatures. A Bid by an agent in the name of a particular manufacturer shall be accompanied by evidence of authority to sign, satisfactory to the Town. The address of the agent must be shown below the signature. The address of the manufacturer must also be shown. The Bidder must be qualified to do business in the State of New York and enclose proof of such qualification with the Bid Proposal.
19. Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders

intending to seek an exemption from the Freedom of Information Law must request the exemption in writing at the time of submission, setting forth the reason for the claimed exemption. Any determination on the exemption request will be made in accordance with the Freedom of Information Law in the discretion of the Town.

20. Unless otherwise specified in the Bid Specifications, the quoted price should exclude New York State sales taxes to the extent the purchase of materials as provided in the specifications is exempt. A New York Exempt Organization Certification will be supplied to the successful Bidder. All other taxes applicable to the transaction shall be included in the quoted price.
21. The Town is not responsible for any costs incurred by a bidder in the preparation of its Bid or for any work performed prior to contract execution.
22. Any bidder, contractor or manufacturer who, in the course of his work uses or supplies products which are toxic substances as defined in Section 875 of the Labor Law, shall provide Material Safety Data Sheets as required by Section 876 of the Labor Law to the Town Clerk prior to the use of those products by the Town or contractor.
23. If the successful bidder pays wages to their employees, a certificate of insurance evidencing statutory worker's compensation coverage is to be filed with the Town prior to execution of a contract. Within ten (10) days' notice of notice of award, and as a condition to execution of a contract by the Town, the successful bidder shall provide evidence satisfactory to the Town of insurance in the form and amounts and from providers as required in the Form of Contract.
24. Payment for goods and services will be made as provided in the Specifications and Contract and in accordance with the Town's adopted audit procedures.
25. If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

By Order of the Town Board of the Town of Red Hook
Sue McCann, Town Clerk

Town of Red Hook Highway Department
7340 South Broadway, Red Hook, NY 12571

Subject: Bid Specifications for the milling and hot mix asphalt paving for:

2019 Paving Project

Echo Valley Road and Middle Road in the Town of Red Hook

Scope of Work:

Milling: The contractor shall provide a milling machine and at least two workers for the purpose of milling Echo Valley Road.

Paving: The work shall consist of the contractor providing all trucks, labor, equipment, and related appurtenances to haul, place and compact a tack coat and single or double course as specified below, of hot mix Asphalt (Type 6 top mix) over the length and width of the above-mentioned roads. All work is to be completed in a workmanlike manner complete in every aspect ready for the Owner's use, and in conformance with the specifications.

Construction details and dimensions:

On Echo Valley Road, cold milling and removing an average depth of two inches (2") while profiling the road to a 2% slope from the centerline. The Town Highway Department will do all detail work and provide trucks for removal, sweeping after milling, and flagging during milling operations.

On Echo Valley Road, a tack coat to be applied by the contractor, followed by a course of hot mix Asphalt (Type 6 top mix) shall be installed to a 2" compacted thickness at the centerline of the existing roadway.

On Middle Road, a tack coat to be applied by the contractor, followed by a true and level course of hot mix Asphalt (Type 6 top mix) shall be installed, followed by a second course, to a 2.5" compacted thickness at the centerline. A crown of sufficient pitch shall be incorporated into the work subject to the approval of the Highway Superintendent. On Middle Road the Town of Red Hook Highway Department will provide rebates for driveways and stop and start rebates.

Echo Valley Road from the County Bridge to the intersection of State Route 199, a width that varies from 19 feet to 26 feet and 3116 feet in length.

Middle Road from the intersection of Rokeby Road to the Town of Rhinebeck Line, an average width of approximately 22 feet and 4500 feet in length.

General:

It shall be the responsibility of the contractor to mark out the centerline of the road and edges of pavement prior to placement of asphalt. The contractor shall field verify all measurements as stated above. All mark out is subject to the approval of the responsible representative of the Town of Red Hook Highway Dept. The contractor must commence the work within 30 days of contract and must complete the work within 30 days of commencement and in no event later than July 31, 2019.

A visual inspection by the contractor with the Highway Superintendent or his/her representative is required for this project prior to the submission of bid.

There will be a pre-bid meeting at the Town of Red Hook Highway Garage on Tuesday, April 23rd at 9 a.m.

The tack coat and paving on Middle Road will be bid on a price per ton in place basis.

The tack coat, milling and paving on Echo Valley Road will be bid on a price per ton in place basis.

The scope of the project may change depending on the bid price,

Traffic Safety:

The Town of Red Hook Highway Department will provide traffic control for both projects.

Town of Red Hook Highway Department
7340 South Broadway
Red Hook, New York 12571

BID PROPOSAL FORM

**Town of Red Hook
Highway Department 2019 Paving Project for
Echo Valley Road and Middle Road**

Price per ton bid shall be for the milling and paving, as described in the Specifications, including without limitation the pavement installation including tack coat with the contractor being responsible for the purchase of the blacktop material including the costs for all labor, trucks, equipment and related appurtenances.

Bidder acknowledges receipt of the Bid Documents dated March 27, 2019 and the following addenda (if any):

_____ dated _____

_____ dated _____

The Town reserves the right to reduce the number of linear feet included in the contract prior to contract award.

Tack Coat, Milling and Paving for: Echo Valley Road

\$_____ per ton price (in figures)

_____ **DOLLARS**

Per ton price (in words)

Tack Coat and Paving Estimated Tonnage for: Middle Road

\$_____ per ton price (in figures)

_____ **DOLLARS**

Per ton price (in words)

Estimated tonnage:

Echo Valley Road _____ tons

Middle Road _____ tons

BIDDER NAME: _____

Signature: _____

Authorized Officer

Title: _____

Address: _____

Federal Employer ID: _____

Phone: _____

Date: _____

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ as Principal, and
(Insert Bidder's name)

_____ as Surety, are hereby
(Insert Surety's name)

held and firmly bound unto the Town of Red Hook, Dutchess County NY, in the amount of

(5% of Total from Bid Summary Sheet - In Writing and Figures)

for the payment whereof Principal and Surety bind us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____ 20_____.

WHEREAS,

The condition of the above obligation is such that, whereas the Principal has submitted to the Town of Red Hook, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the 2019 Paving Project (Echo Valley Road and Middle Road);

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) together with all required surety bonds and other documents required by the bid documents in connection with the execution of a contract, 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 amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be 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.

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 / CONTRACTOR – PRINTED

By: _____
 PRINCIPAL / CONTRACTOR – SIGNATURE

 (Print or Type Name and Title)

Signed, sealed and delivered

in the presence of _____

Title: _____

(Corporate seal
of Surety

 SURETY – PRINTED

By: _____
 SURETY – SIGNATURE

 (Print or Type Name and Title)

(Acknowledgment by Contractor)

STATE OF)
)SS.:
 COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

(Acknowledgment by Surety)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACT FOR
2019 PAVING PROJECT
(ECHO VALLEY ROAD AND MIDDLE ROAD)
TOWN OF RED HOOK HIGHWAY DEPARTMENT

THIS CONTRACT, entered into this ____ day of _____, 2019, by and between the Town of Red Hook, a municipal corporation, located at 7340 South Broadway, Red Hook, NY 12571 (herein referred to as the "Town") and _____, with its address at _____ (the "Contractor").

WITNESSETH, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

1. WORK TO BE DONE AND CONSIDERATION – The work shall consist of necessary labor, materials, tools and equipment for milling and installing pavement on Echo Valley Road and Middle Road for the Red Hook Highway Department in accordance with the 2019 Paving Project specifications attached as Exhibit B and hereby made a part of this Contract (the "Project") at the per ton price as set forth at Exhibit B and estimated not to exceed \$ _____ (_____ Dollars).

2. TIME OF COMPLETION – The work under this Contract shall be commenced within 30 days of the date of this agreement and will be completed within 60 days from commencement of the work. Time of completion is of the essence in this agreement.

3. LUMP SUM PAYMENT TO CONTRACTOR ON COMPLETION - Upon completion of the Project, the Contractor shall submit a voucher to the Town at the Town Hall, 7340 South Broadway, Red Hook, New York 12571, attention Ann Conway, Bookkeeper. Payment shall be made within 30 days by the Town after approval and acceptance by the Town Board. No partial payments will be made.

When submitting a voucher for payment, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor must file a statement in writing, in form satisfactory to the Authority, certifying to the amounts then due and owing from the Contractor or Subcontractor filing the statements to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. The statement must set forth the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. The Contractor or Subcontractor must verify by oath that they have read the statement subscribed by them and knows the contents thereof, and that it is true as of their own knowledge.

The Contractor agrees that it will indemnify and save the Town harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishes of machinery and parts thereof, equipment, power tools, and all supplies, including commissions, incurred in the furtherance of the performance of this contract.

The acceptance by the Contractor of final payment shall be and operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligation under this Contract.

In paying any unpaid bills of the Contractor, the Authority shall be deemed the agent of the Contractor. Any payment so made by the Authority shall be considered payment made under the contract by the Authority to the Contractor. The Authority shall not be liable to the Contractor for any such payment made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Authority of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Authority and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligation under this contract or any performance and payment bond required hereunder.

4. CONTRACTOR'S INSURANCE - The Contractor shall not commence work under this contract until they have obtained all insurance required by law, including without limitation statutory worker's compensation and employee liability coverage, together with commercial general liability with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, and any additional insurance required by the Bid Specifications or, if greater, the Proposal, and such insurance policies or certificates thereof have been delivered to and approved by the Town. Such coverage shall be maintained for the term of this Contract and shall not be modified without the Town's written consent.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the Town of Red Hook (the "Town") as an additional insured on the Contractor's insurance policies to the extent of Contractor's indemnity obligations under this Agreement, with the exception of worker's compensation.

The policies naming the Town as an additional insured shall:

- (i) be an insurance policy from an A.M. Best rated "A" or better, New York State admitted insurer;
- (ii) provide for 30 days notice of cancellation or material change;
- (iii) state that the Contractor's coverage shall be primary coverage for the Town for its Board, employees, agents and volunteers.

5. DAMAGES - It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by them under this Contract shall be that of an independent contractor. As an independent contractor, the Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, their agents, or employees have been

negligent. The Contractor shall hold and keep the Town free from and discharged of any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances.

6. INDEMNITY AND SAVE HARMLESS AGREEMENT - The Contractor agrees to indemnify, save harmless and defend the Town, its officers, agents and employees from any damage, liability or cost, including reasonable attorneys' fees, arising from or in any way connected with the furnishing of the vehicle or the Contractor's performance or the negligence, active or passive, of the Contractor, excluding only such damages, liabilities or costs attributable to the Town's gross negligence or willful misconduct. The provisions of this indemnity shall survive termination of this Agreement.

7. REQUIRED PROVISIONS OF LAW - Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

8. REPRESENTATIONS OF CONTRACTOR - The Contractor represents and warrants:

(a) That they are financially solvent and that they are experienced in and competent to perform the type of work to be furnished by them;

(b) That they are familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein;

(c) That they and their subcontractors have no interest and will not acquire an interest, direct or indirect, that would conflict with the performance of the work under this Contract; and

(d) That neither they nor any of their owners, officers, partners, directors or shareholders have been the subject of a criminal investigation.

9. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT -

(a) The Authority may alter or suspend Project work at any time in its sole judgment and compensate the Contractor for services performed and charges incurred prior to the Contractor's receipt of the Authority's notice to alter or suspend. Should the Contractor wish to suspend work for any reason, it shall provide the Authority with timely notice of its desire to suspend and receive permission in writing from the Authority to suspend work;

(b) The Authority may reject any of the Contractor's work which is not, in the Authority's sole judgment, in accordance with specifications. The Authority's good faith judgment to reject shall not subject the Authority to liability; and

(c) The Authority may terminate this Agreement at any time with or without cause upon five (5) calendar days' prior written notice to the Contractor. The Contractor may terminate this Agreement at any time upon thirty (30) calendar days' prior written notice to the Authority. The Authority and the Contractor may terminate this Agreement at any time upon mutual written agreement.

10. REQUIRED PROVISIONS OF LAW- In particular, the Contractor shall, among other things, fully comply with:

(a) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.

(b) Affirmative action as required by the Labor Law.

(c) Prevention of dust hazard required by Labor Law section 222-a.

(d) Preference in employment of persons required by Labor Law section 222.

(e) Eight-hour workday as required by Labor Law section 220(2).

(f) Prevailing wage rates as required by Labor Law section 220.

11. DISPOSITION AND OWNERSHIP OF PROJECT DOCUMENTS- All documents generated by the Contractor in carrying out Project work are the property of the Authority, including all reports, field notes, field data, plans, and other documents generated or prepared by the Contractor under this Agreement.

12. CLEANUP- The Contractor shall, at all times, keep the premises free from accumulations of waste materials caused by their employees of Subcontractors or due to their work. At the completion of the project, the Contractor shall remove all of their rubbish from the site, and all of their tools, scaffolding and surplus materials. They shall leave their work "broom clean," or its equivalent.

13. TAXES- Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Authority.

14. NOTICES- Any and all notices and payments required hereunder shall be addressed to the Authority as follows and to the Contractor at the address set forth on the

signature page of this Contract or to such other address as may hereafter be designated in writing by either party hereto:

To Town: Sue McCann,
Town Clerk
Town of Red Hook
Red Hook, NY 12571

15. WAIVER - No waiver of any breach of any condition of the Contract shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Contract or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

16. OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE- If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

IN WITNESS WHEREOF, the above named parties have hereunto set their signatures to indicate their full agreement to the terms and conditions set forth herein.

TOWN OF RED HOOK

BY: _____
Supervisor

Contractor

By: _____
Title: _____

Notice Address:

EXHIBIT A

STANDARD CLAUSES FOR MUNICIPAL CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT

CLAUSE. This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign the contract without the Municipality's written consent are null and void.

2. WORKERS'

COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. NON-DISCRIMINATION

REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or

public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, national origin, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the State or other contracting agency as defined in Section 312 is committed to expend, or does expend, funds in return for

labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a.) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(b.) At the request of the Municipality, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively cooperate in the implementation of the

Contractor's obligations herein.

(c.) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Municipality shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set

forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any sums due and owing to any person for work done upon the project.

6. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the

Municipality within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Municipality shall have rights of set-off. These rights shall include, but not be limited to, the Municipality's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Municipality with regard to this contract, or any other contract with the Municipality, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Municipality for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Municipality and third parties in connection therewith.

9. RECORD-KEEPING REQUIREMENT. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Municipality and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Municipality shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Municipality's chief fiscal officer with a copy to

its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Municipality's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Municipality, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

13. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Municipality's receipt of the return thereof by the United States Postal Service as

refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for

exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. **ETHICS.** The Municipality shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Municipality's ethics code.

19. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

21. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

22. **NO WAIVER OF PROVISIONS.** The Municipality's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Municipality of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Municipality, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

23. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

25. **SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Municipality has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Clerk. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy,

the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

EXHIBIT B

SIGNED BID PROPOSAL AND BID SPECIFICATIONS

EXHIBIT C

PREVAILING WAGE NOTICE



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Red Hook
Theresa Burke, Highway Superintendent
7340 South Broadway
Red Hook NY 12571

Schedule Year 2018 through 2019
Date Requested 03/19/2019
PRC# 2019003438

Location Town of Red Hook
Project ID#
Project Type Milling Echo Valley Road, Paving Echo Valley Road, Paving Middle Road

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240