



WESTCHESTER LAND TRUST

**Little Pond Road, Patterson
Demolition Project**

INFORMATION FOR BIDDERS GENERAL AND SPECIAL CONDITIONS SPECIFICATIONS PROPOSAL CONTRACT AGREEMENT

Bids shall be emailed to Janelle Robbins at janelle@westchesterlandtrust.com. A sealed hard copy of all Bids shall also be postmarked before 8:00 a.m. July 8, 2024.

to:

Westchester Land Trust
c/o Janelle Robbins
403 Harris Road
Bedford Hills, New York 10507

Prepared by:

Insite Engineering, Surveying & Landscape Architecture, P.C.
3 Garrett Place
Carmel, New York 10512
(845) 225-9690

booklet no. ____ of 6

Westchester Land Trust
Little Pond Road, Patterson
Demolition Project

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NOTE

All pages marked with an asterisk (*) and in bold italic print above must be filled out and must be submitted to constitute a Bona-fide Bid.

About Westchester Land Trust

Westchester Land Trust is a nationally accredited nonprofit land trust operating in Westchester and eastern Putnam Counties.

Mission

Westchester Land Trust works together with public and private partners to preserve land in perpetuity, and to protect and enhance the natural resources in our communities.

Vision

Our vision is to protect open spaces for generations to come. Our efforts are predicated on the following:

- Conservation of open space is critical to long-term community health, specifically through protecting biodiversity, securing drinking water supplies, providing flood mitigation and habitat, supporting local food systems, and offering relief to urban communities.
- Conserved lands provide extensive ecosystem services, opportunities for ecological research, and economic benefits by reducing the need for costly public infrastructure for drinking water treatment, stormwater and flood mitigation, and pollution abatement
- Active land stewardship, including restoration, ensures the land continues to support biodiversity and benefits to communities.
- Open space helps communities protect their unique histories and archeological resources for future generations.
- Trails, parks, and preserves that are open year-round and free of charge provide residents places for passive recreation and appreciation of natural resources.
- Responsible development can support local economies, affordable housing options, and the conservation values of our region.
- Partnerships accelerate the pace and quality of land protection in the region, and lead to greater impact than any one organization can achieve alone.

Values

- A respected community nonprofit, partner, and resource for conservation action.
- An environmental organization recognized for its knowledge, expertise, and commitment to stewarding, protecting, and enhancing natural resources.
- A dynamic organization that is well-governed, financially secure, and able to fulfill its commitment to perpetually steward the conservation land in its portfolio.

About Little Pond Preserve

Westchester Land Trust acquired the Little Pond Preserve in October 2022. The 174-acre property in Patterson, New York contains the 991-foot Browns Mountain, a 16-acre glacial spring-fed kettle pond, an ecologically rare floating bog, and several species of distinctive plants. Together, the kettle pond and floating bog are part of a 30-acre NYSDEC regulated wetland.

The Preserve is located within a regionally significant forest and expands on an existing corridor of protected open space, including NYSDEC's 1,085-acre Cranberry Mountain Wildlife Management Area and the 6,000-acre Great Swamp.

The property previously hosted the Yonkers YMCA Boys Camp from 1939 to 1952, served as a hunting lodge from 1965 to 1970, and most recently was a private residence.

Since its acquisition, Little Pond Preserve has remained closed to the public while all the It is Westchester Land Trust's goal to return the property to its natural state.

Information for Bidders

1 SCOPE OF WORK

The work required under this Contract consists of furnishing all supervision, labor and personnel, material, equipment and ancillary support necessary to complete the work described within these specifications and/or drawings. In general, this project involves pre-demolition asbestos abatement, demolition and removal of a vacant dwelling, several cabins, removal of septic tanks, abandonment of a well, and restoration of the site.

It is not intended that this description be all inclusive of each and every item required, but rather serve as information illustrating the general scope and nature of work for the convenience of the Bidders.

2 FORM OF PROPOSAL

Bids shall be emailed to Janelle Robbins at janelle@westchesterlandtrust.com. A sealed hard copy of all Bids shall also be postmarked before:

8:00 a.m., July 8, 2024

Hard copy bids shall be submitted in a sealed envelope with the Bidder's name printed on the outside and marked:

"Bid for Westchester Land Trust, Little Pond Road, Demolition Project"

A bon-fide Bid shall consist of the submission of this Contract Specification booklet intact with the following pages or forms properly executed:

- a Bid Addenda and Addenda Acknowledgment (if any)
- b Non-Collusion Affidavit
- c Proposal
- d Contractor's Reference List
- e Contractor's Current Job Commitment List

Any deviation from these provisions may result in the disqualification of the Bid.

3 BIDDER'S ACCEPTANCE

The submission of a Bid shall constitute the Bidder's full acceptance of the terms and conditions set forth in the Contract Documents (Contract Specification Booklet and accompanying Drawings), as well as acknowledgment of the **Bidder's personal examination of the Project Site**; and further, represent the Bidder's willingness to enter into Contract with Westchester Land Trust. No Bidder may withdraw his Bid within ten (10) days of the Bid Opening.

4 BID ACCEPTANCE

Westchester Land Trust reserves the right to reject any and all Bids, to waive any informalities therein, or to award the Contract to any Bidder if deemed to be in the best interest of Westchester Land Trust to do so.

5 QUALIFICATIONS OF CONTRACTORS

All work shall be done by a Contractor who has the necessary facilities, plant and equipment in good working order; a competent organization and *special experience* in work of a *similar type* to that specified herein. Each Contractor shall furnish upon request a list of representative clients for whom he has satisfactorily completed work of a *similar nature and comparable size* to those specified in this Contract and which have been time tested for a minimum of five (5) years.

No Bid will be accepted from any Contractor who has not been engaged in the respective trade for at least five (5) years.

6. PRE-BID MEETING

A pre-bid meeting will be held for Bidders at the project site at the 90 Little Pond Road, Patterson, NY on Tuesday, June 18, 2024 at 9:00am. The purpose of this meeting is to review, clarify, and emphasize contract document requirements and pertinent questions regarding the project.

Addenda Acknowledgment

Should Addenda to this Contract be issued the undersigned Bidder hereby acknowledges the receipt of such Addenda, **if issued**; and further, acknowledges that he has read and understood the content of said Addenda.

ADDENDUM NO. ONE : _____
Bidder's signature date

ADDENDUM NO. TWO : _____
Bidder's signature date

ADDENDUM NO. THREE : _____
Bidder's signature date

Non-Collusion Affidavit

State of New York)
) ss:
County of Putnam)

_____ being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting said Bid;
- (3) Said Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Westchester Land Trust.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me
this _____ day of _____, 2024

/s/ _____
Signature and Title

Notary Public

Contractor's Reference List

List at least three (3) in each category. Telephone numbers and addresses must be included.

	Name	Address	Telephone
Client or Owner			
Engineer			
Bank			
Material Supplier			

Contractor's Current Job Commitments

Contractor's Current Job Commitments

List current job commitments - incl. Owner or Engineer's telephone no.:

Project - name/location	Owner	Engineer	Bid Amt	% Complete

Proposal

TO Westchester Land Trust
c/o Janelle Robbins
403 Harris Road
Bedford Hills, New York 10507

In compliance with your invitation for Bids and with the terms and provisions of the Contract Documents the undersigned hereby proposes to furnish all the specified goods, materials, labor, services and equipment necessary to perform and complete the work of

“Westchester Land Trust, Little Pond Road, Demolition Project”

for the **PRICE** set forth in this proposal.

Base Bid for Site Work and Demolition Price Breakdown (All Work Less Asbestos Abatement)

General Conditions Price: _____
Mobilization Price: _____
Erosion Control Price: _____
Demolition Price: _____
Disposal Price: _____
Site Restoration Price: _____

Total Base Bid for Site Work and Demolition is: _____
(amount written in words)

The Bid for Asbestos Abatement per Appendix I is: _____
(amount written in words)

Total Bid: _____
(amount written in words)

On the acceptance of this Proposal for said work, the undersigned will execute the Contract Agreement and Hold Harmless Statement in accordance with the Contract Documents and Bid as accepted, and provide an Insurance Certificate attesting to appropriate coverage.

The Bidder further agrees, if awarded the Contract, to commence work upon receiving written notice to proceed and to pursue the work continuously in accordance with the drawing, specifications and addenda, if any, until the work is complete.

Bidder _____ Fed. Emp. ID No _____ Corporate
address _____ telephone no. _____ Seal here

/s/ _____ Subscribed and sworn to
Signature, Title _____ date _____ before me this _____ day of
printed name _____ _____, 2024

Notary Public

Contract Agreement

This AGREEMENT made and entered into, in quintuplicate, the _____ day of _____ 2024, by and between **WESTCHESTER LAND TRUST**, hereinafter referred to as the **Owner**, and _____, hereinafter referred to as the **Contractor**, whose address is

WITNESSETH:

That the **Contractor**, in consideration of covenants, agreements, and payment of the

Contract Sum of \$ _____

hereby covenants and agrees to perform the work and to furnish all labor, tools, materials, equipment, supplies, services, accessories and appurtenances, including the manufacture and delivery of same, as required by the terms and conditions of the attached Contract Documents for:

“Westchester Land Trust, Little Pond Road, Demolition Project”

In accordance with, and pursuant to the body of instructions, directions and requirements contained within this volume are hereto attached, submitted and hereby declared and accepted as a part of this AGREEMENT as fully as if set forth herein.

The **Contractor** agrees to indemnify and save harmless the **Owner** from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of two (2) years after Final Acceptance by the **Owner**.

The **Contractor** agrees to accept as full payment hereunder the amounts specified in the Proposal, and the Owner agrees to make payments at the times and in the manner and upon the terms and conditions specified within this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the date first above written.

The CONTRACTOR by _____ seal
Signature, Title

Westchester Land Trust _____ seal
Authorized Representative

Contractor's Acknowledgment

By Principal, unless it be a Corporation:

State of New York)
) ss:
County of Putnam)

On this ____ day of _____, 2024, personally
came _____ to me known, and known to me to be the person
described in, and who executed the foregoing instrument, and acknowledged that he/she
executed the same.

Notary Public

By Principal, if a Corporation

State of New York)
) ss:
County of Putnam)

On this ____ day of _____, 2024, before me personally
came _____ to me known, who being by me duly sworn, did depose and
say that he resides in _____; that he/she is the _____ of
the _____ affixed by order of the Board of Directors of said corporation, and that
he/she signed his/her name thereto by like order.

Notary Public

Insurance Certificate

(to be inserted after Contract is Awarded)

Hold Harmless Statement

The **Contractor** shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, Westchester Land Trust, and their employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act of omission of the **Contractor** or his employees or agents, and whether or not any active or passive or concurrent negligent act or omission by Westchester Land Trust, or any of their employees, officers, or agents may have directly or indirectly caused or contributed thereto.

bidder:

/s/ _____
Signature, Title, and date

Subscribed and sworn to
before me this ____ day of
_____ 2024

Printed Name

Notary Public

General Conditions

1 DEFINITIONS

The Owner mentioned in the General Conditions and all Specifications is Westchester Land Trust, and is described as the party of the first part in the agreement. The Contractor is that individual, partnership, or corporation named as the party of the second part in the agreement.

The Engineer and Design Engineer is the consulting engineering firm of Insite Engineering, Surveying & Landscape Architecture, P.C.

The term "work" of the Contractor includes all labor, materials, equipment, transportation, and all other facilities necessary to complete the contract.

The words "plans" and "drawings" are used synonymously in this Contract.

2 INTENT AND CORRELATION OF DOCUMENTS

The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor and materials except that which is specially designated to be supplied by others, all tools and equipment and everything else necessary for the proper execution of the work, and should any work or material be not denoted in the Contract, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same is to be implied and required, and shall perform all work and furnish any such materials as fully as if they were particularly delineated or described.

It is specifically understood that in general figured dimensions are in all cases to be taken in preference to scaled dimensions from the drawings.

Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

3 DETAIL DRAWINGS AND INSTRUCTIONS

The Design Engineer will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferred therefrom.

4 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the character, quality and quantity of the materials to be encountered, and all other matters which can in any way affect the work under this contract.

5 AUTHORITY OF ENGINEER

The Contractor shall inspect and monitor all work included in this Contract. The Engineer (Inspector) shall have power to determine, in all cases, the amount, quality, fitness and acceptability of the several kinds of work and materials which are to be paid for hereunder. The need for repair and the type of repair needed will be as determined by the Engineer.

The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor, and his decisions thereon shall be final and conclusive. Such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any payments hereunder.

6 WAIVER OF OBLIGATIONS

No assistant Engineer or inspector shall have any power to waive any of the conditions or obligations of this Contract.

7 ALTERATIONS

The Engineer shall have the right to alter and modify the Plans and Specifications in any particular, thus making specific changes in connection with the construction, details or execution of the work. The Contractor shall make such alterations as may be ordered by the Engineer and in case they diminish the quantity of work to be done, they shall not constitute a claim for damages or anticipated profit on the work omitted; if they increase the amount of work, such increase shall be paid for according to the quantity actually done at the unit price for each class of work, as named in the Contract.

8 EXTRA WORK

When directed in writing by the Engineer, the Contractor shall furnish material and do extra work not otherwise provided for by the terms of this Contract, but which may be connected with or necessary to the proper completion of the work. Such material and work shall be furnished and done as part of this Contract and subject to its provisions. The payment for any such extra work shall be determined by the Engineer and the Contractor as a lump sum price or on the basis of the actual cost of materials and labor furnished by the Contractor, including the cost of superintendence, use of tools and plant and compensation and public liability insurance, plus fifteen (15) percent for profit.

No claim for any extra work will be allowed unless accompanied by a written order by the Engineer authorizing such extra work and defining agreed basis of payment. The Contractor shall, before the tenth day of such month, file with the Engineer, in writing, all claims for extra work performed during the previous calendar month. If he shall fail to make such claim before such day, his rights to extra pay for such extra work shall be deemed to have been waived and forfeited, and he shall not be entitled to any payment on account of such extra work.

9 MATERIALS AND WORKMANSHIP

All materials shall be the best of the kind specified and must be satisfactory to the Engineer. All workmanship shall be first class in every respect.

10 INSPECTION OF WORK

The Engineer or Design Engineer shall at all times have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that such materials are being manufactured strictly in accordance with the Plans and Specifications. The Contractor shall furnish for the test such samples of materials as the Engineer may require, at least ten (10) days prior to the time it is to be used.

11 DEFECTIVE WORK OR MATERIAL

Work or materials not in accordance with the Plans and Specifications, or in any way defective, shall be removed on order of the Engineer and replaced or rebuilt with satisfactory materials and the work done in a satisfactory manner.

No work shall be accepted prior to the final completion of the whole; and inspection during construction, or part payment for work or materials shall not imply any acceptance of the same.

12 SUPERINTENDENCE

The Contractor shall keep on the work during its progress at least one competent English speaking superintendent who shall be satisfactory to the Engineer. He shall supervise and direct the work for the Contractor, employing his best skill and attention. He shall be fully authorized to represent the Contractor and to receive and carry out such orders as may be given by the Engineer for the proper continuance of the work. Orders so transmitted shall be considered as given by the Contractor.

13 CONTROL SURVEYS AND PRESERVATION OF STAKES

Unless otherwise specified, the contractor shall establish all base lines for the location of the principal component parts of the work together with suitable number of benchmarks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and excavations. The Contractor shall have the responsibility to carefully preserve benchmarks, reference points and stakes, and, in any case of destruction thereof by the Contractor resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points, and stakes.

Copies of all field notes, sections, plotting and record drawings shall be furnished to the Engineer upon demand.

14 SAFETY PRECAUTIONS

Reasonable precautions shall at all times be exercised for the safety of all employees and visitors to the project site. All Federal, State and Municipal safety laws including all applicable OSHA regulations/requirements shall be observed. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction of the Associated General Contractors of America unless and to the extent that such provisions are incompatible with regulations of Federal, State or Municipal Laws.

15 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall protect and support all water, sewer, gas and other pipes and conduits, telephone, telegraph or electric power lines, all railway and street railway tracks, pavements, building walls, fences or other properties, public or private, which are liable to be damaged during the execution of this work.

In the event that any damage or injury to any property as a result of the work under this Contract, he shall promptly repair the same at his own expense. He shall take all reasonable and proper precautions to protect persons, animals and vehicles of the public from injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation or other unsafe place, and place a sufficient number of red lights about the work and keep them burning from twilight until sunrise, and shall employ one or more watchmen as an additional security wherever needed. He must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, and other utility appurtenances free from encumbrance.

The Contractor is hereby reminded of his obligation to contact the Underground Facilities Protective Organization (1-800-962-7962) and comply with all laws, rules and regulations relative to same.

16 COMPLIANCE WITH LAWS

The Contractor shall conduct his work in compliance with all laws of the State of New York and all ordinances or regulations of the Municipality or Municipalities within whose

boundaries the work is carried out.

17 INSURANCE

The Contractor shall protect all parts of the work from loss by theft, fire or otherwise and shall assume all risks or damages to the same, either by lightning, fire, wind, theft or from any other causes, until completion and final acceptance of the work.

18 ASSUMPTION OF LIABILITY

The Contractor shall save harmless the Owner from all claims and demands of every nature growing out of the performance of this Contract, including personal injuries received either by workmen employed by the Contractor, or any other person, injured therein or thereby, and all property damage. In the event that any such claim of suit has been liquidated either through settlement or judgement, the Contractor shall indemnify the Owner for the full amount thereof, including all costs incurred by the Owner.

So much of any money due the Contractor as shall be considered necessary by the Engineer may be retained by the Owner until all claims or suits hereinbefore mentioned shall have been settled and evidence to that effect furnished to the Engineer.

19 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out and maintain during the life of the Contract, Public Liability and Property Damage Insurance to protect him and/or any Subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be in an amount not less than \$1,000,000.00 (One Million Dollars) for injuries, including accidental death to any one person, for each occurrence.

20 CONTRACTOR'S AUTO LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor's General Liability and Auto Liability insurance coverage for Bodily Injury and Property Damage to be in effect during the life of this Contract shall be not less than one million dollars (\$1,000,000) for each occurrence. The Contractor shall furnish a current Certificate of Insurance to Westchester Land Trust prior to commencement of any work on the project premises.

The Contractor shall require all subcontractors to provide this same insurance coverage.

21 COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all of this employees at the site of the project; and, in case any work is sublet, to provide Workmen's Compensation Insurance 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 the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide employer's liability insurance for the protection of his employees not otherwise protected.

22 PAY FOR LABOR AND MATERIAL

The Contractor shall pay for all labor and material furnished by him in the performance of this Contract. Before final payment, if evidence is produced that the Contractor has failed to pay for such labor employed by him on the work or for such material furnished by him and used therein, the Owner may withhold any payments until he shall be satisfied that all such claims

for labor and material are paid.

23 PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits and/or claims for infringements for any patent rights and shall indemnify and save the Owner harmless from any loss on account thereof.

24 ASSIGNMENT OF CONTRACT

The Contractor will not assign this Contract nor sublet it as a whole without the written consent of the Owner.

25 SUBCONTRACTORS

The Contractor shall, as soon as practicable after the execution of the Contract notify the Engineer in writing of the names of any sub-contractors proposed for the work. He shall not employ any subcontractors that the Engineer may object to as incompetent or unfit.

The Contractor shall obtain the written approval of the Engineer for each and every subcontractor prior to the commencement of any work by said subcontractor(s). The Contractor shall be fully responsible to the Owner for the acts or omissions of his subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

26 COMMENCEMENT OF WORK

The Contractor shall commence work at such points as the Engineer may direct and shall conform to his directions as to the order of time in which the different parts of the work shall be done.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required by these general conditions or any other portion of the Contract Documents, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required before commencing any work.

27 PROSECUTION OF THE WORK

The work embraced in this Contract shall commence at once or within ten (10) days after written notice so to do shall have been given to the Contractor by the Engineer and carried on regularly and uninterruptedly thereafter unless the Engineer shall otherwise, in writing, especially direct.

28 DELAYS

The Contractor shall not be entitled to any claims for damages for hindrance or delay, from any cause whatsoever, in the progress of the work or any portion thereof.

29 PAYMENT SCHEDULE

At the start of construction the Contractor will be paid a deposit of 20% of the total contract amount. At substantial completion of work, including, but not necessarily limited to, asbestos removal, building and utility demolition/abandonment and/or removal, final grading, and placement of seed and mulch, a payment of 75% of the total contract amount can be released. The final 5% can be released once the site is fully stabilized, erosion controls are removed, and the site is fully restored.

The Contractor must submit a claim for the substantial completion and final payment.

Provided the claim is verified and approved by the Engineer, the Contractor will receive payment within sixty (60) days of said verification and approval by the Engineer.

30 GUARANTEES

The Contractor guarantees all work constructed or performed against defects in material or workmanship for a period of two (2) years from the date of approved acceptance of the work performed under this Contract. He shall bear the entire expense and cost of all repairs which may, from any imperfection in work or material, become necessary within that time.

If, at any time within the period of guarantee, as defined in the Specifications, any of the work included in the maintenance guarantee shall in the judgment of the Engineer require any repair or reconstruction, he shall notify the Contractor to make the repairs required. Upon receipt of such notice, the Contractor shall proceed with such repairs and shall complete the same within a reasonable time.

31 IRREVOCABLE STANDBY LETTER OF CREDIT

Not used.

32 MAINTENANCE SECURITY

Not used.

33 WATER USE

See Special Conditions Section 7.

34 FINAL CLEANING UP

Upon completion of the work and before acceptance of the project, the Contractor, at his own expense, shall clean the project grounds occupied or used by him in connection with the work and leave same in a neat and presentable condition. Only such surplus materials as are expressly reserved by the Engineer may remain on the project site.

The Contractor, at his expense and in an acceptable manner, shall restore, or settle for, all property, both public and private, which has been damaged by him during the prosecution of the work.

35 PERMITS AND FEES

The contractor must secure all permits, licenses, and fees of a temporary nature or permanent nature relative to the asbestos abatement.

36 COMPLIANCE WITH SPECIFICATIONS

Each and every Contractor and/or Subcontractor shall comply with all sections of the specifications as far as they pertain directly or indirectly to their Contract. Any flagrant disregard of the Specifications will therefore constitute just cause for termination of the Contract and payment of any just claims incurring therefrom.

37 ERRORS AND OMISSIONS

If the Contractor discovers any error or omission in the Contract Drawings or Specifications or in the work undertaken and performed by him, he shall immediately notify the Engineer and

the latter shall promptly verify and correct same. If, knowing of such error or omission and prior to correction thereof, the Contractor proceeds with any work affected thereby, he shall do so at his own risk and the work so done shall not be considered as work done under the Contract and in performance thereof unless and until approved and accepted by the Engineer.

38 SUBSTITUTION CLAUSE

Wherever in the Plans and Specifications, any item of equipment or material is designated by reference to a particular brand, manufacturer, trade name, it is understood that an approved equal product, acceptable to the Engineer, may be substituted by the Contractor.

39 TIME OF COMPLETION

The project shall be completed within (60) days of Authorization to Proceed.

40 NO WAIVER OF LEGAL RIGHTS

Neither acceptance of, nor payments for the work, or any part of the work, nor any extension of time, nor any possession taken by Westchester Land Trust shall operate as waiver of any portion of the Contract, nor shall a waiver of any breach of the Contract be held to be waiver of any other or subsequent breach.

41 PROGRESS SCHEDULE

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Engineer's approval a proposed progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Engineer's approval.

42 DRAWINGS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain at the site for the Engineer one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, change Orders and other Modifications in good order and marked to record all changes made during construction, shall be delivered to the Engineer upon completion of the Work.

43 DAILY REPORTS

Not used.

44 MUTUAL RESPONSIBILITY OF CONTRACTORS

The Contractor shall afford other contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute an acceptance of the other contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner or initiates an

arbitration proceeding on account of any damage alleged to have been so sustained, see Section 18.

45 SHOP DRAWINGS AND SAMPLES

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the work.

Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.

The Contractor review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all shop drawings and samples required by the contract documents or subsequently by the Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified, or as the Engineer may require. At the time of submission, the Contractor shall inform the Engineer in writing of any deviation in the shop drawings or samples from the requirements of the contract documents.

Minimum Required Shop Drawings, Samples, & Sourcing Information:

- *Silt Fence*
- *Seed Mixes*

By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

The Engineer will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the contract documents. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall the Engineer's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples.

46 UNCOVERING AND CORRECTION OF WORK

If any work should be covered contrary to the request of the Engineer, it must, if required by the Engineer be uncovered for his observation and replaced, at the Contractor's expense.

If any other work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the contract documents, the cost of uncovering and replacement shall be charged to the Owner. If such work be found not in accordance with the contract documents, the cost shall be charged to the Contractor.

The Contractor shall promptly correct all work rejected by the Engineer as defective or as

failing to conform to the contract documents. The Contractor shall bear all cost (*contractor's actual expense without markup or profit*) of correcting such rejected work, including the cost of the Engineer's additional services thereby made necessary.

All such defective or non-conforming work shall be removed from the site.

The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

If the Contractor fails to correct such defective or non-conforming work, the Owner may correct it in accordance with Sec. 30.

If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

47 PRE - CONSTRUCTION CONFERENCE

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the Owner's representatives, the Engineer and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

48 PRESERVATION OF NATURAL FEATURES

The Contractor shall exercise the utmost care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his own vehicles and those of his workmen. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees within and bordering on the contract limits. As may be required, at his own expense the Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

49 USE OF EXPLOSIVES

Not used.

50 WORK DURING OFF-HOURS, WEEKENDS AND HOLIDAYS

Under no conditions shall the Contractor work during Westchester Land Trust off-hours, or on a weekend, or on a federacy recognized holiday without the prior knowledge and consent of the Engineer and Owner.

51 CONFLICT OF PROVISIONS

Provisions of the Specifications shall supersede provisions of the General and Special Conditions where they are found to be in conflict.

General Conditions

Anything shown on the Drawing and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawing shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Drawing and the Specifications, the matter shall be submitted by the Contractor to the Director of Technical Services, whose decision thereon shall be conclusive and binding on the Contractor; it being understood and agreed that the more stringent interpretation was made by the Contractor in the preparation and submission of his Bid.

52 Licensure

The Contractor shall be licensed in Putnam County. Proof of such licensure shall be provided with this proposal.

END OF GENERAL CONDITIONS

Special Conditions**1 SALES TAX**

Westchester Land Trust is exempt from the payment of New York Sales Tax.

2 WAGE RATES

NOT USED.

3 DELIVERY OF MATERIALS

The Contractor shall make his own arrangement for the receipt of materials delivered to the construction site. No representative of Westchester Land Trust will accept any materials ordered by the Contractor.

4 STORAGE

Acquisition of storage and staging areas will be the responsibility of the Contractor. It is agreed and understood that Westchester Land Trust will not be liable for the loss of materials, tools or other property of the Contractor or his workmen.

5 PROTECTION OF BUILDINGS, CONTENTS AND SURROUNDINGS

The Contractor shall protect all adjacent or adjoining work, buildings, shrubbery, windows, and automobiles from damage resulting from the work performed under this Contract.

6 TOILET FACILITIES

The Contractor may provide portable toilet facilities, but no such facilities will be available on site or provided by Westchester Land Trust. Contractor's proposed location of such facility to be approved by Westchester Land Trust.

7 ELECTRIC POWER AND WATER

The Contractor will supply any electrical power, water or other utilities required to do the work at his own cost and expense. The Contractor shall furnish and install all temporary electrical connections or disconnections, water connections, and wiring and piping required for the work under this Contract, at and to locations as designated by the Town Services. The Contractor shall fuse all his electrical equipment as required to protect existing system.

8 MATERIALS AND WORKMANSHIP

It is the intent of these Specifications to require first class work by workmen skilled in their respective trade; and new and best quality materials.

9 CLEAN UP AND REMOVAL OF DEBRIS

At the end of each work day the Contractor shall sweep up and collect all his debris and rubbish and place it in an appropriate container to be furnished by the Contractor. Containers shall be kept at an approved location and emptied when full. All waste material must be disposed of off site by the Contractor and shall be done in full compliance with all relevant laws, ordinances and regulations. At the conclusion of the work of this Contract the Contractor shall be responsible for the restoration of the Project Site to a clean, litter-free and finished condition. Any damage or other defects resulting from the execution of this Contract must be repaired, replaced or otherwise corrected by the Contractor to the Owner's satisfaction.

10 PROJECT MAINTENANCE

The Contractor shall be responsible to maintain all improvements installed under this contract until project completion. Maintenance shall include, but not be limited to, drainage systems, access driveways, snow removal, pavement and utilities.

11 RESTORATION

The Contractor shall provide all the labor, material, and equipment necessary to restore the site to its original condition. All man-made or natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

After the new work in an area has been completed, tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features shall proceed.

END OF SPECIAL CONDITIONS

Technical Specifications