

**WESTCHESTER LAND TRUST
BID REQUEST FOR THE WESTCHESTER LAND TRUST'S
WESTCHESER WILDERNESS WALK & ZOFNASS FAMILY PRESERVE
UPPER SHAD ROAD PARKING AREA IMPROVEMENTS PROJECT**

Section 1 - Invitation to Bidders

Westchester Land Trust (WLT) is seeking bids from qualified and licensed general contractors for the Zofnass Parking Improvements Project (the "Project") located at 263 Upper Shad Road, Pound Ridge, New York

The Project has been permitted with the Town of Pound Ridge and NYSDEC and is funded with a grant.

Section 2 - Project Scope

The Project generally involves the construction of an improved parking area to be composed of gravel and Item 4.

Construction activities include, but are not limited to, removal and disposal of decayed wood chips, regrading, compaction, placement of geotextile fabric, imported stone fill, NYSDOT Item 4, construction of a raingarden feature, and installation of miscellaneous site appurtenances as shown on the Project Plans and Technical Specifications (noted on the plans).

Allowable working hours are Monday through Friday 8 am to 5 pm. Weekend work may be reviewed and authorized upon request.

There is no water or electricity available at the site. Contractor shall provide water and electricity as required to complete the work.

Section 3 - Bid and Construction Schedule

Bidding and construction shall proceed in accordance with the following schedule:

- Pre-Bid Meeting: Friday, April 17, 2026 at 9 am
- Question/Answer Posting: Monday, April 20, 2026 at 12 pm
- Bids Due: Friday, April 24, 2026 at 3 pm.
- Notice of Award: On or before Thursday, April 30, 2026 at 12 pm.
- Construction Completion: Monday, June 1st, 2026.

Note that this Project must be completed on or before the Construction Completion date and fully paid by June 30th, 2026 as per grant funding requirements.

Section 4 - Instruction to Bidders

Bid submittals shall include a complete/signed Bid Form. The Bid Form is included as an attachment to this Request for Bids.

Bid addendums, if any, shall be acknowledged in the Bid Form. Bidders are responsible to check for the posting of addendums during the bidding period.

Bid proposals shall be emailed as follows:

To: janelle@westchesterlandtrust.org

CC: aalarrain@A2Lengineering.com

Subject: Zofnass Parking Area Improvements Bid on the subject line.

Bidders are highly encouraged to attend the Pre-Bid Meeting; this will be the only opportunity to clarify any questions regarding the Project and to familiarize with site conditions.

Questions/Answers during the Pre-Bid Meeting will be compiled and posted for the benefit of all bidders.

Bidders are required to furnish proof of insurance and execute a Contract Agreement within 3 days from the Notice of Award. An example of the Contract Agreement is included as an attachment to this Request for Bids. WLT will not entertain changes to the Contract Agreement.

WLT reserves the right to reject any and all bids and to negotiate with any bidder. All bids will remain confidential until a Contract is executed with the successful bidder.

Section 5 - Insurance Requirements

Insurance requirements for the Project are as follows:

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.

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 \$1,000,000.00 (One Million Dollars) 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.

The Contractor must provide a Certificate of Insurance after the contract is awarded.

Section 6 - Project Administration

Construction payments can be requested via AiA Form G-702/703 Application for Payment. The Schedule of Values will mirror the Bid Form work items, and a 5% retainage will be held during construction and released upon satisfactory completion of all punch list items.

Attachments:

- ✓ Project Plans
- ✓ Bid Form
- ✓ Contract Agreement

WESTCHESTER LAND TRUST
ZOFNASS PARKING IMPROVEMENTS

BID FORM

Bid Item	Item Description	Item includes, but is not limited to:	Unit	Quantity	Unit Price (\$)	Total (\$)
1	PERMITTING FEES	Permit fees (if necessary) paid to the Town of Pound Ridge will be reimbursed at cost and paid out of this allowance line item.	Allowance	1	\$2,000	\$2,000
2	GENERAL CONDITIONS	Mobilization/demobilization, project management, procurement of submittals, silt fence installation and erosion controls, tree protection, site management and housekeeping, admin, insurance, and all other indirect costs required to deliver the project.	Lump Sum	1		
3	TREE REMOVALS	Removal of trees and stump, backfill/restoration and off-site disposal (by Others).	Lump Sum	1	\$0	\$0
4	IMPROVED PARKING AREA	Grading and installation of geotextile fabric, imported stone blend, compaction, and off-site disposal of surplus native soils and/or decayed mulch	Lump Sum	1		
5	HEAVY DUTY PARKING AREA SECTION	Undercut, grading and installation of imported Item 4, geotextile fabric, imported stone blend, and compaction	Lump Sum	1		
6	RIGHT-OF-WAY DRIVEWAY APRON	Grading, off-site disposal of surplus materials, installation of imported Item 4, and compaction	Lump Sum	1		
7	RAINGARDEN FEATURE	Excavation, installation of imported filter soil mix, woodchips, plantings, spillway construction, swale into raingarden, and rock outlet protection	Lump Sum	1		
8	SITE APPURTENANCES	Installation of tire stops, marking whiskers, and signage (all provided by Owner)	Lump Sum	1		
9	MISCELLANEOUS ADDITIONAL WORK	This item is to cover any approved additional work directed in the field and approved as a change order.	Allowance	1	\$3,500	\$3,500
Total Base Bid Items 1 through 9:						

Total Base Bid Items 1 through 9 (Written in Words): _____

Bidder agrees to perform all of the work described in the Bid Documents and for the amounts written above. Price shall include labor, materials, equipment, Contractor's overhead and profit, general conditions, and any other cost required to complete the work in accordance with Bid Documents.

Acknowledgement of Addendum: Bidder shall initial addendums received for the preparation of this Bid Form, if applicable.

Addendum 1: _____

Addendum 3: _____

Respectfully submitted by: _____ (Name of Company)

Name and Title: _____

Signature and Date: _____

**WESTCHESTER LAND TRUST
WESTCHESER WILDERNESS WALK & ZOFNASS FAMILY PRESERVE
UPPER SHAD ROAD PARKING AREA IMPROVEMENTS PROJECT
CONTRACT AGREEMENT**

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 A2L Engineering.

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 Licensure

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

4 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.

5 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.

6 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. General Conditions

7 Waiver of Obligations

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

8 Safety Precautions

Reasonable precautions shall always 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.

9 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.

10 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.

11 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 General Conditions boundaries the work is carried out.

12 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.

13 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.

14 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.

15 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.

16 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.

17 Assignment of Contract

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

18 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.

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.

19 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 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.

20 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.

21 Time of Completion

The project shall be completed by June 1.

22 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.

23 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 federally recognized holiday without the prior knowledge and consent of the Engineer and Owner.

24 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.

25 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 by June 30, 2026.

26 Pay for Labor and Materials

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 General Conditions for labor and material are paid.

27 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.

28 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.

29 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.

30 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.

31 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 they 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.

32 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.

33 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.

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.

35 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.

36 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.

37 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.

38 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.

39 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.

40 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 General Conditions 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 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.

41 Control Surveys and Preservation of Stakes

The property has been surveyed. 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.

42 Use of Explosives

Explosives may not be used.

43 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.

44 Final Clean 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.

45 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.

SPECIAL CONDITIONS

1 Sales Tax

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

2 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.

3 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.

No materials may be stockpiled on site.

4 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.

5 Toilet Facilities

No permanent or temporary toilet facilities are available at the site.

6 Electricity 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.

7 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.

8 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 permits, 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. Special Conditions

9 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.

CONTRACT AGREEMENT

This Agreement made and entered into, the _____ day of _____, 2026, by and between Westchester Land Trust (Owner) and _____ (Contractor), whose address is:

That the Contractor, in consideration of this contract, agreements, and payment of the contract sum of \$_____,

hereby covenants and agrees to perform the work and furnish all the 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 document for:

Westchester Land Trust’s Westchester Wilderness Walk & Zofnass Family Preserve Upper Shad Road Parking Area Improvements.

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 part of this agreement as fully as it set forth herein:

The Contractor agrees to indemnify and hold harmless the Owner from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for 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 time and in the manner and upon the terms and conditions specified in 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:

Signature

Title and Date

Westchester Land Trust:

Signature

Title and Date