

**CONTRACT DOCUMENTS
FOR THE PROPOSED:**

**BUFFALO ST. STORMWATER
PUMPING STATION
IMPROVEMENTS**

BID OPENING:

Thursday July 27th, 2023 @ 2:00pm

**CITY OF OLEAN
Municipal Building
P.O. BOX 668
Olean, NY 14760**



DEPARTMENT OF PUBLIC WORKS

NOTICE TO PROSPECTIVE BIDDERS

Buffalo Street Pumping Station

The City of Olean Department of Public Works is seeking bids for improvements to the Buffalo Street stormwater pumping station located at 1483 Buffalo St. in Olean. Sealed bids will be received at the Office of the Director of Public Works; Room 206 of the Olean Municipal Building, 101 East State Street, Olean, NY, 14760 until **2:00 pm, Thursday, July 27, 2023**, at which time they will be publicly opened and read aloud inside the Olean Municipal Building, Room 211.

Bidder information, plans and specifications may be obtained from the Olean Municipal Building, Public Works Department, Room 206, 1010 East State Street, Olean, NY 14760, mailed or emailed as requested, by calling (716) 376-5650 or emailing lhuff@cityofolean.org

There will be no pre-bid meeting for this project. Please contact Brad Camp, Water & Sewer Superintendent with questions or to schedule a site-walkthrough at (716) 376-5659 or bcamp@cityofolean.org

Bids must be submitted on the prescribed Proposal Form and must be accompanied by a Certified Check or Bid Bond for not less than five (5) percent of the gross amount of bid. Each bidder shall submit their bid in a sealed envelope marked on the outside thereof: **“BUFFALO STREET STORMWATER STATION”**.

A Bond for the full amount of the Contract will be required of the successful Bidder to secure faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. A Bond in a similar amount will be required as guarantee of the work for one year after completion.

An executed Non-Collusive Bidding Certification shall accompany each proposal. Failure to provide this certification will result in not having the bid read. No Bidder may withdraw his bid for a period of 45 days after opening. The City of Olean reserves the right to reject any and all proposals, to waive technicalities, or re-advertise if the best interest of the City of Olean will be served thereby.

FRANK CAPUTO, CITY CLERK
DEPARTMENT OF PUBLIC WORKS

THE CITY OF OLEAN IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

NOTICE TO CONTRACTORS

BUFFALO STREET PUMP HOUSE UPGRADES-STRUCTURAL

The following lists key areas for upgrades needed at the Buffalo Street Pump Station:

- Wet well is rated as Confined Space. All work to be performed must follow all regulations for Confined Space Entry.
- Remove existing and install new aluminum vertical ladder from 1st level to 2nd level to 3rd level. Anchor to concrete wall using SS fasteners and appropriate cementing agents.
- Remove existing 2nd level platform and install new aluminum platform (grating to allow for trash rack) with new aluminum support beams appropriate for span working around pump piping. Beams to be anchored to concrete walls using SS anchors and appropriate cementing agents.
- Remove existing and install new piping from new pumps to last flange in building.
- Remove existing pump guiderails and install new pump guiderails per Flygt requirements with check valves, isolation valves, relief valves, pump bases.
- Remove existing pumps and arrange concrete floor to accommodate new Flygt submersible pumps-either cut or pour new concrete as needed.
- Remove existing float apparatus, housings (2) and install new still well (1) for transducer level sensor. Fill in void concrete on first level as needed with concrete reinforcement.
- Prime/Paint new piping and other metal installed that is not SS or aluminum with materials appropriate for application.
- Removal and replacement of 6" clean-out piping on the north wall.
- Contractor is to provide bypass pumping as needed for the duration of the project. The underpass must remain passable
- Replacement of exterior entry door.

The city will purchase and install new pumps and controls once structural upgrades have been completed.

*Contractor is to provide all PPE necessary to ventilate and air monitor for a confined space storm water wet well area.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Receipt is hereby acknowledged for all addenda listed above.

Signature of Bidder _____ Date _____

The undersigned having familiarized himself or themselves with the existing conditions of the project area affecting the cost of the work and with the Contract Documents and Plans, hereby submit the above bid for the proposed _____ in the City of Olean.

Dated: _____

Legal Name of Person, Firm or Corporation

By: _____

Title: _____

Street/Box number: _____

City State Zip

BID BOND

Accompanying this proposal is a Certified Check, Bid Bond, cash for the amount of \$ _____; (5% of the total bid). In case this proposal shall be accepted by the Council, and the undersigned shall fail to execute the Contract, the moneys represented by such shall be regarded as liquidated damages and shall be forfeited and become the property of the City, otherwise to be returned to the depositor.

On acceptance of this proposal for said work, the undersigned does or do hereby bind himself or themselves to enter into a written Contract within 7 days of the date of notice of award, with the City, and to comply in all respect in relation to bond for faithful performance of the terms of said Contract.

Dated: _____

Legal name of person or corporation

By _____

The P.O. address of the bidder is:

(Street)

(City and Zip Code)

NON-COLLUSIVE BIDDING CERTIFICATION

BY SUBMISSION OF THIS BID OR PROPOSAL, THE BIDDER CERTIFIES THAT:

- [1] This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- [2] This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
- [3] No attempt has been or will be made to include any other person, partnership or corporation to submit or not to submit a bid or proposal.
- [4] The person signing this bid or proposal certifies that he fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

BIDDER: _____

BY: _____

TITLE: _____

DATE: _____

REFERENCE SHEET

The apparent low bidder is required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size, scope and character of work to this Bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The City reserves the right to establish the responsibility of the Bidder before the actual award of the Bid and/or Contract. Completion of the Reference Form is required.

BIDDER'S NAME: _____

DATE FILED: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

LEGAL STATUS INFORMATION

To Facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Area Code _____ Telephone _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Area Code _____ Telephone _____

CONTRACT TO BE SENT TO: Principal Office _____ Local Office _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes _____ No _____ Not Applicable _____)

TRADE NAMES: _____

NAME AND ADDRESS OF PARTNERSHIP:

NAME, TITLE AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON
BEHALF OF
BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

CREDIT TOWARDS BID AWARD

POTENTIAL BIDDERS MAY BE AWARDED A BID CREDIT BASED ON THE FOLLOWING CRITERIA:

(1) The City shall apply a credit equal to 5% or \$50,000, whichever is less, based on the local bidder's bid. A local bidder is an individual or business entity that establishes it has a place of business located in the county where the work is to be performed for at least one year prior to the deadline for submitting bids, and can demonstrate for one year prior to the deadline for submitting bids that it has paid a minimum of \$5,000 in sales tax in the county where the work is to be performed. In the event a local bidder does not bid on the project, a bidder that establishes it has a place of business located within an adjacent county in New York where the work is to be performed for at least one year prior to the deadline for submitting bids will receive a credit equal to 1%, or \$10,000, whichever is less; and

(2) The City shall apply a credit equal to 2% or \$20,000, whichever is less, towards the bid of a bidder with a local workforce. "Local workforce" means at least 25% of the bidder's construction employees reside in the county where the work is to be performed or in a county adjacent to the county where the work is to be performed. The bidder is not required to have a place of business in the county where the work is to be performed for this credit to apply.

(3) It is the sole responsibility of the bidder to request the credit based upon any of the above criteria.

IT IS IN THE BEST INTEREST OF THE BIDDER, IF THE BIDDER THINKS THEY ARE ELIGIBLE FOR A CREDIT, TO INCLUDE THE ABOVE REFERENCED INFORMATION AS PART OF THEIR BID PACKET.

SPECIFICATIONS FOR BUFFALO STREET PUMP HOUSE

PIPING/STRUCTURAL & PLATFORM UPGRADE:

COMMENCEMENT AND COMPLETION

Upon award by the Owner, the Contractor will be notified to proceed with services required under the Contract. Such notification will be in the form of an executed Notice to Proceed to be mailed to the Contractor by the Owner after Contract signing. The Contractor's services shall commence within twenty (20) working days following such notification. Project completion shall be no later than _____ unless mutually agreed upon between the Contractor and Owner.

PROJECT DESCRIPTION AND SCOPE OF WORK

Replace all discharge piping, pipe hangers or supports, plug valves, check valves, vertical man ladders, first and second level platform supports, second level platform and entrance man door meeting the following specifications:

- Repair, replace or add to first level (ground level) supports as needed to secure the first level platform. Any additional supports or replacement supports are to be of 304 SS and anchored with SS hardware. Any repairs to existing steel are to be treated with anti-corrosion inhibiting agents and painted with anti-corrosion primer and paint to resist corrosion caused by moisture and road salt.
- Replace all supports and platform at second level. 304 SS supports and braces of appropriate size for 12' span anchored with SS hardware. Replace all grating with aluminum grating to double as a platform for personnel to work from and a trash rack for NW inlet pipe in same layout design for access and pump removal. Second level platform is to be designed with the opening for the vertical man ladder. The opening is to have a removable aluminum grating section of appropriate size for entry to the lowest level of the wet well. NOTE: The second level platform may need to be narrower to account for the new Flygt pump with P installation and new piping clearances. Dimensional diagrams provided by Flygt.
- Replace the wooden 4x4 support from the second level to the pump pipe rail and discharge pipe supports under the ground level platform with adequately sized SS support. Temporarily support this section while work is being performed with adequate supports.
- Remove existing wooden hand rails at second level platform and replace with new aluminum hand railing with two removable sections for maintenance of 6" Flygt ball check valves.
- Pump discharge piping is to be replaced with 6" ductile iron piping immediately after Flygt P stand installation for Flygt submersible pump Part # 3127.060-0599.

- NOTE: Pipe adapters with flanges to existing pumps from new piping to be provided and installed by contractor. Pipe adapters with flanges should be spaced for future conversion to the aforementioned Flygt pumps to easily utilize stool piping with flanges. Pumps and peripherals to be replaced at a future date.
- The 6" ductile iron piping is to continue to the "Y" connection in the discharge header and convert to 12" piping using necessary reducers from 6" to 12" piping. The 12" piping is to be replaced to the last flange of the 12" pipe just before exiting the building.
- The current check valves are to be removed and Flygt 6" ball check valves (provided by the City) are to be installed in the vertical discharge piping for each pump. The ball check valves require 40" of straight pipe before and after the check valves. The ball check valves are to be installed with 40" of straight pipe after the pump discharge elbow and positioned for plate removal and maintenance.
- The current gate valves are to be replaced with Homestead plug valves (provided by the City) in the horizontal piping near the same location as the existing gate valves for each pump.
- Replace any pipe hangers and supports with SS hangers, supports and fasteners.
- Replace the vertical man access ladder with aluminum ladder and SS anchors.
- Any component (piping, valves, etc.) that are not SS are to be painted with rust inhibited primer and paint to resist corrosion from moisture and road salt.
- Any fasteners at flanges are to be SS with anti-seize supplied by contractor.
- All gaskets, fasteners, peripherals and general supplies are to be supplied by the contractor whether components are supplied by the City or the contractor unless otherwise specified.
- Install new entrance commercial grade steel door with frame. It is to be properly weatherproofed for cold weather climates. New deadbolt keyed to existing keyset and new commercial grade door knob unkeyed. Door is to swing outward hinged on the left from outside.

Items supplied by the City:

- Two Homestead 6" plug valves.
- Two Flygt ball style check valves.

GENERAL SPECIFICATIONS

The Standard Specifications for Construction and Materials of the New York State Department of Transportation, Design and Construction Division, Dated May 1, 2016 are hereby made a part of these specifications as hereby amended or modified.

1.1 DEFINITION AND TERMS

In addition to the definition set forth in Section 101 of the New York State Department of Transportation Standard Specifications, whenever the following abbreviations or terms are used, the intent and meaning shall be interpreted as follows:

NYSDOT. New York State Department of Transportation.

Certificate of Compliance. A certificate provided by the manufacturer, producer or supplier of a product indicating actual results of test or analysis covering elements of the specification requirements and validated by certification.

Completion Date. The calendar date shown in the proposal on or before which the work contemplated under the contract shall be completed.

Contract Time. The number of calendar days shown in the proposal representing the time allowed for the completion of the work contemplated in the contract.

City. The City of Olean, its officers, and employees.

Council. The Common Council of the City of Olean.

Engineer. The Director of Public Works of the City of Olean or his authorized representative.

1.2 BIDDING REQUIREMENTS

1.2.1 Contents of Proposal Forms.

This form will state the location and description of the contemplated work and will show the estimate of the various quantities and kind of work to be performed or material furnished and will have a schedule of items for which unit bid prices are invited. The proposal form will state the time in which the work must be completed, the amount of the proposal guarantee and the date and hour after which proposals will no longer be received.

1.2.2 Interpretation of Quantities in Bid Schedule.

A schedule of quantities of work to be done or materials to be furnished is given in the proposal form. Itemized quantities of work are to be considered as approximates and for the comparison of bids only. The City does not expressly nor by implication agree that the actual quantities involved will correspond therewith; nor shall the bidder plead misunderstanding or deception because of such estimated quantities as to the character, location, or other conditions pertaining to the work. Payment to the contractor will be made for the actual quantities only of the work performed or materials furnished in accordance with the contract and it is understood that the scheduled quantities of work to be done or materials to be furnished may each be increased or diminished without in any way invalidating the bid.

1.2.3 Examination of Plans, Specifications, Special Provisions and Site of Work.

The bidder is required to examine carefully the work site, the proposal form, plans, specifications, supplemental specifications, special provisions and contract forms for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

1.2.4 Preparation of the Proposal.

The bidder shall submit his proposal on the form furnished by the City. The proposal shall be executed properly and shall clearly specify a unit price in dollars and cents, in numerals, for each item listed therein, and shall also show in numerals in the column provided for that purpose the products of the respective unit prices and quantities and the total amount of the bid obtained by adding the amounts of the several items. In case of a conflict between a unit bid price and the corresponding extended amount, or in the absence of an extended amount, the unit bid price shall govern. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

1.2.5 Proposal Guarantee

No proposal will be considered unless it is accompanied by a Certified Check payable to the City of Olean for any amount not less than five (5) percent of the total sum bid, which check shall be duly certified by an incorporation bank or trust company, or in lieu of such certified check the bid is accompanied by a bid bond running to the City of Olean and executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York as surety, in the penal amount of not less than five (5) percent of the bid conditioned that if the bid is accepted, the principal named in such bond will, whenever required, enter into a written contract for a performance of the work or improvement mentioned in such bid in accordance with terms and conditions as provided in the plans and specifications.

1.2.6 Delivery of Proposals.

Each proposal shall be, together with the proposal guarantee, in a sealed envelope, so marked as to indicate the name of the project to which it applies, and the name and address of the contractor. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the time designated will be returned to the bidder unopened.

1.2.7 Withdrawal of Proposals.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

1.2.8 Public Opening of Proposals.

Proposals will be opened and read publicly at the time and place indicated in the advertisement. Only the grand total amount of each proposal will be read. Bidders or their authorized agents are invited to be present.

1.2.9 Competency of Bidders.

Each bidder shall furnish, if requested by the engineer, satisfactory evidence of his financial ability, adequacy of plant, equipment and organization, prior experience, and any other pertinent and material facts requested.

1.2.10 Disqualification of Bidders.

Anyone or more of the following causes may be considered as sufficient for rejection of the bid(s):

- More than one proposal for the same work from an individual, partnership or corporation under the same name or different names.
- Evidence of collusion among bidders.
- Lack of responsibility as shown by past work for the City.
- Non-compliance with terms of previous or existing contracts.
- Uncompleted work which, in the judgment of the engineer, might hinder or prevent the prompt completion of additional work if awarded.
- Uncompleted work on which the actual time used has exceeded the contract time set therefore, or on which the performance or progress is not satisfactory in the judgment of the engineer.

1.3 AWARD AND EXECUTION OF CONTRACT

1.3.1 Consideration of Proposals.

The proposals received will be compared on the basis of the summation of the products of the quantities of work listed and the contract unit prices offered. In case of discrepancy between the gross sum shown in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern and any errors found in said products and summation shall be corrected.

The right is reserved to reject any or all proposals, to waive technicalities, to readvertise for bids or to proceed to do the work otherwise, if in the judgment of the Council, the best interest of the City will be served thereby.

1.3.2 Award of Contract.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements necessary to render it formal.

Should no award be made within 45 days after the date of opening of proposals, the lowest responsible bidder may, upon the expiration of such period, request in writing that the award be made within a stipulated time, not less than ten (10) days exclusive of Sundays and holidays, after the date of the request. Should no award be made within the time so stipulated the bidder shall thereby be relieved of its obligation to execute a contract and contract bond.

1.3.3 Cancellation of Award.

The Council reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without liability against the City.

1.3.4 Return of Proposal Guarantee.

The proposal guarantees of all except the lowest responsible bidder will be returned promptly after the proposals have been checked and tabulated.

The proposal guarantee of the lowest responsible bidder will be returned as soon as the contract, contract bond, and other documents required to be filed by him have been properly executed and submitted in proper form to the City; provided, however, that in the event no award is made within the extended time stipulated by the lowest responsible bidder, as provided under Subsection 1.3.2 his proposal guarantee will be returned promptly upon expiration of such extended time.

1.3.5 Requirement of Contract Bond.

The successful bidder, at the time of submitting the contract for execution by the City, shall deposit with the City a good and sufficient surety bond for the full amount of the contract, such bond to be approved by the City, and to be executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York as surety conditioned for the faithful and complete performance of such contract in strict compliance with the plans and specifications, and also for the payment of all materials and services rendered in the execution of the contract and that any person or corporation furnishing such materials or rendering such services may maintain an action to recover for the same against the obligors in the bond, as though such person or corporation was named therein, provided the action is brought within one year of the time the cause of action accrued.

The contractor shall guarantee the work for a period of one year from the date of its completion and shall deposit with the City a good and sufficient surety bond for the full amount of the contract, such bond to be approved by the City, and to be executed by the contractor as principal and by a duly incorporated company authorized to guarantee such work, and to do business in the City of Olean as surety conditioned of said contractor will, at his own cost and expense, replace any work which has become defective.

The contractor shall replace any work during said guarantee as directed by the Engineer whenever and wherever required, and in the manner specified within five (5) days after written notice to that effect is served upon him, and in the event the contractor fails or refuses to comply with such notice, then the sureties of said bond will be notified and directed to proceed with such correction, such of said bond will be notified and directed to proceed with such correction, such notices to be served personally, or mailed to the last known address.

The contractor shall notify the engineer at least one day before making such corrections.

1.3.6 Execution of the Contract.

The contract shall be executed by the bidder and the contract bond shall be executed by the principal and the sureties and both shall be presented to the City within ten (10) days after the date of notice of the award of contract.

1.3.7 Failure to Execute Contract.

Failure on the part of the successful bidder to execute a contract and an acceptable contract bond, as provided in Subsection 1.3.6, will, at the discretion of the Council, be just cause for the annulment of the award and the forfeiture of the proposal guarantee to the City, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

1.4 SCOPE OF WORK

1.4.1 Intent of Plans and Specifications.

The intent of the plans and specifications is to provide for the construction, execution, and completion of a complete work or improvement which the contractor undertakes to do in full compliance with the plans, specifications, supplemental specifications, special provisions and contract. The contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work, all in accordance with the lines, grades, typical sections, dimensions given, and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution and completion of the work.

1.4.2 Increased or Decreased Quantities.

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposals are subject to increase or decrease during the progress of the work. The engineer reserves the right to increase or decrease the quantities of any items of work as may be considered necessary or desirable to satisfactorily complete the construction. The quantity of any item(s) may vary without limitation or revision in the contract unit price due to such variation, and the actual quantity will be paid for at the contract unit price, or as otherwise specifically provided in the specifications, special provision or contract change order.

1.4.3 Omitted Items.

The right is reserved to omit from the work any item or portion thereof found unnecessary to the improvement and such omission shall not operate to waive any condition of the contract nor to invalidate any of the provisions thereof.

1.4.4 Extra Work.

In connection with the work covered by the contract, the Engineer may, at any time during its progress, order other work or materials incidental thereto. All such work and materials that do not appear in the proposal or contract as a specific item accompanied by a unit price and which are not included under the price bid for other items in the contract, shall be designated as Extra Work whenever it is deemed necessary or desirable by the engineer to complete the project as originally contemplated or as subsequently altered.

1.4.5 Barricades, Warning Signs and Flagmen.

The contractor shall furnish, erect and maintain traffic control devices and facilities, including flagging and guidance service in accordance with the provisions as set forth in the maintenance and protection of traffic unit item specification. Such work shall be measured and paid for as provided in said unit item. All traffic control devices shall, unless otherwise specified, conform to the latest revision of Pad 350, Maintenance and Construction Traffic Control of the Manual of Uniform Traffic Control Devices of the State Traffic Commission of the State of New York.

The contractor will be held responsible for all damages to the work due to failure of barricades, signs, lights, flagmen, and watchmen to protect it and, whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the contractor at the contractor's own cost and expense.

1.4.6 Final Cleanup.

Upon completion of the work and before acceptance and final payment will be made, the contractor shall remove from the right-of-way, and to the extent he is responsible therefore from the adjacent property, all surplus and discarded materials, rubbish and temporary structures and leave the right-of-way in a neat and

presentable condition. The contractor shall restore, at his own cost and expense, all existing work or work completed under previous contracts which has been damaged by his operations, in conformity with the specifications for the item or items involved.

1.5 CONTROL OF THE WORK.

1.5.1 Authority of the Engineer.

Work shall be done to the satisfaction of the engineer. He shall decide questions which arise as to quality and acceptability of the materials furnished, work performed, rate or progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation and disputes and mutual rights between contractors under the specifications. He shall determine the amount and quantity of work performed and materials furnished, and his decision and estimate shall be final. The Contractor shall be responsible for compliance with pertinent local, State, and Federal regulations.

1.5.2 Conformity with Plans and Specifications.

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements shown in the plans or indicated in the specifications. It shall be finished to produce quality work and appearance within limits of precision reasonably expected of good construction.

The contractor shall take no advantage of any apparent error or omission in the plan and specifications and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.5.3 Cooperation of the Contractor.

The contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the engineer and with other contractors and utilities on or near the work in every way possible. The contractor shall have at all times during the progress of construction a competent superintendent or designated representative capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who can receive instruction from the engineer or his authorized representative. The superintendent or designated representative shall have full authority to execute the orders or directions of the engineer without delay and to supply promptly such materials, tools, plant, equipment and labor as may be required to properly perform the work.

1.5.3.A If at any time during the construction or reconstruction of any street, sewer project, water transmission line or project of this nature, a contractor completely abandons the work on a given street or area whether due to prior commitments or equipment breakdown, the contractor shall upon the direction of the engineer on the job, provide at the contractor's expense, ingress or egress for all residents to and from their respective properties. This shall include keeping the street itself completely passable and providing access in and out of each and every driveway.

1.5.4 Construction Stakes.

The engineer will furnish and set the construction survey stakes or reference points necessary to establish the alignment, slopes and profile grade for the work. These stakes and marks shall constitute the field control by and in accordance with which the contractor shall govern and execute the work. The contractor shall furnish free of charge additional stakes and other material necessary to the prosecution of

the work after the work has started. The contractor shall be responsible for the preservation of all stakes and marks, and if any survey stakes or marks have been carelessly or willfully destroyed or disturbed by the contractor, the cost to the City of replacing them may be charged against him and be deducted from the payment of the work.

1.5.5 Inspection.

All materials and each part of detail of the work shall be subject at all times to inspection by the engineer or his authorized representative. Such inspection may include mill, plant, field, or shop inspection. The engineer or his representatives shall be allowed access to all parts of the work, and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.

1.5.6 Removal of Unacceptable Work.

Unacceptable work whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be immediately removed and acceptably replaced or otherwise satisfactorily corrected by and at the expense of the contractor.

1.5.7 Final Acceptance.

The engineer will make an inspection of the work included in the contract as soon as practicable after notification by the contractor that such work has been completed and final cleaning up performed. After corrections, if any are needed or made, the engineer will make a final inspection. After this final inspection, the engineer will, if fully satisfied with the work, notify the contractor in writing of his final acceptance. This final acceptance shall in no way reduce or absolve the obligations of the contractor under his one-year guarantee as provided in Subsection 1.3.5.

1.6 CONTROL OF MATERIALS.

1.6.1 Source of Supply and Quality.

The specifications contemplate the use of new, high quality materials throughout the work, except as may specifically be provided elsewhere in the specifications or on the plans.

In the case of materials obtained or produced from natural deposits, either commercially or by the contractor, the contractor shall obtain the engineer's preliminary approval of the source. The contractor shall furnish samples as required, representative of the material proposed for the work, in sufficient time to permit testing as necessary to establish a basis for approval. Such samples shall be obtained under the observation of, and with methods approved by the engineer.

1.6.2 Plant Inspection.

The engineer may undertake the inspection of materials at the plant, if he deems it necessary or desirable, or he may designate another agency for that purpose.

In the event plant inspection is undertaken, the following conditions shall be met:

- The engineer shall have the cooperation and assistance of the contractor and producer.
- The contractor shall give the engineer sufficient advance notice of production schedule to permit making necessary arrangements.
- Adequate safety measures shall be provided and maintained.

1.6.3 Samples and Tests.

To ascertain if materials comply with contract requirements, samples shall, at the discretion of the engineer, be taken at the source or at the job destination, and as often as the engineer deems it advisable or necessary. The contractor shall furnish without charge all samples required by the engineer and shall afford such facilities as may be required for collecting and forwarding them.

In lieu of making tests, the engineer may, at his discretion in the case of commercial products, accept the manufacturer's certified report of test or analysis or a certificate of compliance.

All tests shall be made in accordance with the methods described and designated herein or in the contract. Unless otherwise designated, references to various standard specifications and test methods shall be understood to mean the specifications or test method, which is current on the date of advertisement for bids.

1.6.4 Defective Materials.

All materials which are not in reasonable close conformity with the requirements of the specifications shall be considered defective and shall be rejected. Rejected materials shall be removed from the site of the work unless otherwise permitted by the engineer.

1.7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1.7.1 Laws to be Observed.

The contractor shall at all times observe and comply with all Federal and State Laws and administrative rules, local laws, ordinances and regulations which, in any manner, affect the conduct of the work and the safety of all workers, inspectors and the public at large.

1.7.2 Patented Materials, Devices and Processes.

It is mutually agreed and understood that without exception contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. The contractor and surety shall in all cases indemnify and save harmless the City from any and all claims for infringement by reason of the use of any patented device, design, material, or process to be involved in the contract and shall indemnify the City for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

1.7.3 Public Convenience and Safety.

The contractor shall avoid as far as possible the maintenance of any condition which might be deemed at law to be an 'attractive nuisance'. Where such condition is unavoidable or where apparent or potential hazards occur incident to his conduct of the work, he shall maintain a property watch or provide other reasonable safeguards. The contractor and his surety shall be responsible for all damage, bodily injury, or death arising through his negligence either in maintaining an attractive nuisance or otherwise.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed within five feet of a hydrant.

1.8 PROSECUTION AND PROGRESS

1.8.1 Subletting or Assignment of Contract.

The contractor shall not sublet, transfer, assign or otherwise dispose of the contract or any portion thereof or of his right, title, or interest therein, without written consent of the City. Consent to sublet any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract or to release the contractor of his liability under the contract and bond.

1.8.2 Prosecution of the Work.

Unless otherwise provided in the special provisions, the contractor shall not begin the work to be performed under the contract before receiving written notification from the engineer to do so, and shall thereupon begin the work within ten days after the date of such written notice.

1.8.3 Character of Workmen.

The contractor shall at all times employ sufficient supervision and labor for prosecuting the several classes of work to full completion in the manner and time required by the contract.

Any person employed by the contractor or by any subcontractor who, in the opinion of the engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the engineer, be removed forthwith by the contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the engineer.

1.8.4 Methods and Equipment.

The contractor shall provide and furnish the machinery, equipment and tools necessary to perform the work. These shall be in such condition and of such capacity as will produce work of satisfactory quality and complete it within the contract time.

1.8.5 Determination and Extension of Contract Time for Completion.

The time for completion of the work contemplated under the contract will be specified in the proposal either as a specific number of calendar days including Sundays and holidays, or as a given calendar date on or before which the work shall be completed. It is understood that the completion of the work within the time as specified is an essential part of the contract.

Contract time will be extended in an amount as is mutually agreed upon by the engineer and the contractor on the basis of contract change orders involving alterations in the contract affecting the prosecution of the work or involving extra or additional work.

Should the contractor find it impossible to complete the work on or before the time for completion as specified in the contract, or extended as set forth above, he may, at least ten (10) days prior to the date of completion as specified in the contract, make a written request to the Council for an extension of time, setting forth therein the reasons which he believes will justify the granting of his request. If the Council finds that the work was delayed because of conditions beyond the control of the contractor, it may grant an extension of time for completion in such amount as it finds to be warranted and justified.

1.8.6 Liquidated Damages.

Should the contractor fail to complete the work within the time agreed upon in the contract or within such extra time as may have been allowed by extensions, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day, including Sundays and holidays, that the work shall remain uncompleted a sum of \$1,000.00.

1.8.7 Incentive for Early Completion.

Should the contractor complete the work ahead of the time agreed upon in the contract or within such time as defined by the date of substantial completion, there shall be an incentive above the original contract amount due or that may become due the contractor, for each and every calendar day, including Sundays and holidays, that the work was completed a sum of \$100.00. The incentive amount shall be limited to a maximum of 5% of the construction costs.

1.9 MEASUREMENT AND PAYMENT

1.9.1 Measurement of Quantities.

The completed work will be measured for final payment by the engineer, as specified for the various items elsewhere in these specifications, to determine the quantities of such items of work performed, except when agreements have been made providing for compensation on the basis of plan quantities or when contract change orders have been executed providing for other methods of measurement. The methods of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. The contractor will be paid for the actual amount of work performed in accordance with the contract, as shown by the final measurements or upon the basis of plan quantities.

1.9.2 Partial Payments

Partial payments based on the value of the work performed or materials furnished, at contract or agreed unit or lump sum prices, will be made to the contractor as the work progresses, except that partial payments will not be made as long as the contractor fails to comply with any order given him by the engineer in accordance with the contract.

At least once each month the engineer will make and estimate of the quantities of work performed and the value thereof at contract or agreed unit or lump sum prices. The engineer may, upon presentation by the contractor receipted bills, freight bills or other satisfactory evidence of payment, include in the estimate prepared for partial payment the value of non-perishable materials which are to form a part of the completed work, produced or purchased, and delivered and stored in the vicinity of the work at such location where they will be available for ready incorporation into the work. The amounts paid for such materials shall go to reduce the amount of other partial or final payments due the contractor for the work performed as the materials are incorporated into the completed work.

From the total amount of the estimate there shall be deducted an amount equal to five (5) percent of the total amount of such estimate to be retained by the City until after completion of the entire contract and final acceptance of the work.

1.9.3 Acceptance and Final Payment.

When the project has been finally accepted as provided in Subsection 1.5.7, Final Acceptance, the engineer will prepare the final estimate of the quantities of the various classes of work performed. After review of such final estimate by the contractor, he will be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

1.9.4 Claims for Adjustment in Compensation.

Should the contractor deem that an adjustment in compensation is due him for work or materials not clearly covered in the contract or not ordered by the engineer as extra work, he shall notify the engineer in writing of his intention to make claim for such adjustment before he proceeds with the work involved in such claim.

Should the contractor fail to give the engineer written and timely notice of his intention of claim, an adjustment in compensation as herein before provided, and to afford the engineer the opportunity to investigate any changed conditions claimed before they are unduly disturbed, he thereby expressly waives such claim.

1.9.5 Payment to Contractor.

All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor from sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require fulfillment of all terms of the contract.

OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:

The contractor agrees that he will indemnify and save the owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the contractor fails to do so, then the owner may, after having served written notice on the said contractor, either pay unpaid bills, of which the owner has written notice, direct or withhold from the contractors unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been duly discharged whereupon payment to the contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the owner to either the contractor or his surety.

In paying any unpaid bills for the contractor, the owner shall be deemed the agent of the contractor, and any payment so made by the owner, shall be considered as a payment made under the contract by the owner to the contractor, and the owner shall not be liable to the contractor for any such payment made in good faith.

1.9.6 Acceptance of Final Payment as Release.

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner 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 owner and other relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligation under this contract or the Performance and Payment Bond.

The engineer shall have authority to make changes in quantities so that the units involved will fit actual existing conditions, otherwise no changes in the work shall be made without having prior written approval of the owner, without invalidating the contract, the owner acting only through the engineer, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All the work of the kind bid upon shall be paid for at the unit price stipulated in the proposal. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. Extra work not included in the contract unit prices shall be paid for as specified below:

- (A) An agreed lump sum.

(B) The actual cost of:

1. Labor, including foreman;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions;

To the cost under (B) there shall be added a fixed fee to be agreed upon but not to exceed fifteen (15) percent of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the engineer.

1.9.7 Insurance Requirements.

Prior to award of contract the successful bidder shall supply copies of insurance certificates as follows:

- 1) Insurance covering claims under workers compensation, disability benefit and other similar employee benefit acts, against himself/herself or any of them, or by anyone for whose acts any of them may be liable.

- 2) Contractor's General Liability Insurance.

Each Occurrence	\$ 1,000,000
Damage to Rented Premises (each occurrence)	\$ 1,000,000
Medical Expense (any one person)	\$ 5,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Comp/Op Agg	\$ 2,000,000

- 3) Automobile Liability Insurance:

Combined Single Limit (each accident)	\$ 1,000,000
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- 4) Excess/Umbrella Liability:

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000

- 5) Workers' Compensation and Employers' Liability

E.L. Each Accident	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000

- 6) Endorsements on all insurance, there shall be attached to and made, a part of every policy or certificate of insurance required hereunder, as the case may be, an endorsement stating that "The Insurance Company agrees that policy number _____ shall not be canceled or allowed to lapse until sixty (60) days after the owner has received written notice of the cancellation or change or lapse, as evidenced by return receipt or certified or registered

letter, and it is agreed further that as to lapsing such notice will not be valid if mailed more than 15 days prior to the expiration date shown on this policy".

The Certificate must name the City of Olean as additional insured.

1.9.8 Taxes.

The contractor shall pay any and all federal, state, county or city taxes which may be applicable to the contract.

1.9.8.A Sales and Compensating Use Tax. The City is exempt from payment of sales and compensating use taxes imposed by the State of New York or by any county, school district, or city within the State of New York on all supplies and material furnished by the contractor for incorporation into the work pursuant to the provisions of this contract. The purchase by the contractor of the supplies and materials sold hereunder will be a purchase or procurement for an exempt project pursuant to Section 115 (a) of the New York State Tax Law and therefore not subject to any sales or compensating use taxes. No such taxes shall be included in the bids.

The contractor's attention is called to the fact that materials not actually incorporated into work will not be exempt from the payment of a sales tax.

1.9.9 Permits/Licenses.

All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the contractor. If the contractor observes that the drawings, plans and/or regulations bearing on the conduct of the work are not agreeable to the contractor, he shall promptly notify the City in writing. Any necessary changes shall be adjusted as provided for in this contract for changes in the work. If the contractor knowingly performs contrary to such laws, ordinances, etc., and without written notice to the City, he shall bear all costs arising therefrom. All work shall be performed in conformance with applicable local codes and requirements whether or not covered by the Specifications and Drawings for the work.

2.0 COMPETITIVE BIDDING

Where in these specifications or on the plans, one certain kind, brand or manufacturer of material is named, followed by the words "or equal", it shall be regarded as the required standard of quality. Where two or more are names, these are presumed to be equal, and the contractor may select one of these items. If the contractor desires to use any other kind, type, brand, or manufacturer of material than those named in the specifications, he shall indicate on a substitution sheet, what material, equipment, or method is offered as equal and when requested, submit information describing wherein it differs from base specifications in specific detail and other information as required by the City.

2.1 HOLD HARMLESS CLAUSE

The Contractor shall save and hold harmless the Owner from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the Contractor, by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at his own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expenses, arising therefrom, or incurred in connection therewith; and, if any judgment

shall be rendered against the Owner in any such action, or actions, the Contractor shall, at its own expense, satisfy and discharge the same.

2.2 CREDIT TOWARDS BID AWARD

POTENTIAL BIDDERS MAY BE AWARDED A BID CREDIT BASED ON THE FOLLOWING CRITERIA:

- 1) The City shall apply a credit equal to 5% or \$50,000, whichever is less, based on the local bidder's bid. A local bidder is an individual or business entity that establishes it has a place of business located in the county where the work is to be performed for at least one year prior to the deadline for submitting bids, and can demonstrate for one year prior to the deadline for submitting bids that it has paid a minimum of \$5,000 in sales tax in the county where the work is to be performed. In the event a local bidder does not bid on the project, a bidder that establishes it has a place of business located within an adjacent county in New York where the work is to be performed for at least one year prior to the deadline for submitting bids will receive a credit equal to 1%, or \$10,000, whichever is less; and
- 2) The City shall apply a credit equal to 2% or \$20,000, whichever is less, towards the bid of a bidder with a local workforce. "Local workforce" means at least 25% of the bidder's construction employees reside in the county where the work is to be performed or in a county adjacent to the county where the work is to be performed. The bidder is not required to have a place of business in the county where the work is to be performed for this credit to apply.
- 3) It is the sole responsibility of the bidder to request the credit based upon any of the above criteria.

IT IS IN THE BEST INTEREST OF THE BIDDER, IF THE BIDDER THINKS THEY ARE ELIGIBLE FOR A CREDIT, TO INCLUDE THE ABOVE REFERENCED INFORMATION AS PART OF THEIR BID PACKET.

STATE OF NEW YORK CITY OF OLEAN, NEW YORK

CONTRACT AGREEMENT

1. This agreement made and executed this _____ day of _____ two thousand _____ by and between _____ party of the first part, hereafter called the "Contractor" and the City of Olean, New York, hereinafter called the "City", party of the second part.
2. Witnesseth that said Contractor by these presents does agree, for and in consideration of the covenants and payments to be made and hereinafter provides, to furnish all materials, tools, and labor required for the work and to construct same in the most substantial and workmanlike manner in accordance with the plans and specifications hereinafter referred to for the amount named in the proposal here to attached and made a part of this contract.
3. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and material to be furnished and that his information was secured by personal investigation and research and that he will make no claim against the City by reason of the representations made by any officer or agent of the City.
4. It is further agreed that the City may make such additions, deductions or changes as may be deemed necessary making an allowance or deduction therefore at the unit prices named in the proposal and the contract shall in no way be invalidated thereby and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change or by reason of any variation between the quantities as given and the work actually done.
5. The Contractor further agrees to assume all responsibilities for damages to person or property that may accrue during the prosecution of the work, through the negligence of himself, his agent or employees, or from any other cause, and to save the City harmless therefrom.
6. The Contractor further agrees that all damages of whatever nature resulting from the work or resulting to the work during its progress from whatever shall be borne and sustained by him, and that all work shall be solely at his own risk until it has been finally inspected and approved by the Engineer and accepted by the City.

7. The Contractor agrees that he will comply in every respect with the provisions of the Labor Law of the State of New York regarding employment on public work, also all ordinances of the City and also Chapter 158, Section 200-E regarding the discrimination on account of race or color in the employment of citizens upon public work.
8. On the faithful performance of the work herein embraces as set forth in the foregoing Contract and in the accompanying proposals, specifications and plans which are a part thereof, and its acceptance by the Engineer, the City hereby agree to pay the Contractor the amount named in the proposal hereto attached and made a part of this Contract in the following manner, to wit:

The Engineer shall one in each month take an estimate of the amount of work done in accordance with terms and conditions of this Contract during the preceding months and to compute the value thereof and certify to the City all monies due computed upon percentage basis after which the City shall pay the Contractor for said certified amount.

Payment to the Contractor will be made in an amount equal to ninety percent of the work performed as determined by measurements made by the Engineer, ten percent being retained until final completion and acceptance by the Engineer.

9. It is further agreed that so long as any lawful or proper directions concerning the work or materials given by the Engineer or his representative shall remain uncomplished with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or materials furnished until such lawful and proper directions have been full and satisfactorily complied with.
10. The Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interests therein, or his power to execute such Contract, to any other person, company or corporation without the previous consent in writing of the City.

Witness our hand and seals on the day and year first above mentioned.

_____ L.S.

By _____ L.S.

By _____
City of Olean, New York Mayor

Party of the second part

By _____
City Clerk Witness

(Acknowledgement by Contractor, unless it be a Corporation)

State of New York)
)
County of _____)

On this _____ day of _____, 20 _____ before me
 personally appeared _____

TO ME KNOWN TO BE THE PERSON DESCRIBED IN. and who executed the
foregoing instrument, and who acknowledges that he executed the same.

(Seal)

Notary Public

(Acknowledgement by Contractor, if a Corporation)

State of New York)
)
County of _____)

On this _____ day of _____, 20 _____ before me
 personally appeared _____

TO ME KNOWN, who being by me fully sworn, did depose and say that he
resides in _____ and that he is the _____ of the corporation
described in and which executed the foregoing instrument, that he knew the seal
of said corporation: that the seal affixed to said instrument was such corporate
seal: that it was so affixed by order of the Board of Directors of said
corporation, and that he signed his name thereto by like order.

(Seal)

Notary Public