

TOWN OF ORANGETOWN
DEPARTMENT OF PARKS, RECREATION AND BUILDINGS

REQUEST FOR PROPOSALS

FOR

ARCHITECTURAL AND SPACE PLANNING SERVICES
AT THE
ORANGETOWN TOWN HALL
ORANGEBURG, NEW YORK

MAY, 2016

ARIC T. GORTON, DIRECTOR
DEPARTMENT OF PARKS, RECREATION AND BUILDINGS



ARIC T. GORTON
Superintendent

TOWN OF ORANGETOWN

Office of Recreation & Parks

81 Hunt Road ❖ Orangeburg, New York 10962
(845) 359-6503 ❖ Fax (845) 359-6991
E-Mail: Recreation@orangetown.com
www.orangetown.com/departments/parksrec



ADDENDUM

DATE: May 10, 2016
TO: All Prospective Bidders
FROM: Aric T. Gorton, Superintendent/Parks, Recreation & Buildings
RE: *Request for Proposals for: Architectural & Space Planning Services for the Town of Orangetown, Orangeburg, New York*

All prospective bidders for the above noted item are hereby notified of the following changes regarding the above item.

Be advised that the Town of Orangetown is eliminating the requirement and submittal of a Bid Bond and Performance Bond for this bid, which was originally contained in the Request for Proposal and General Conditions.

Therefore, when submitting your proposal, no Bid Bond or Performance Bond will be required.

Please be reminded that proposals are due in the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York by June 9, 2016 at 10:30 AM.

If you have any further questions regarding the project, please contact my office at 845-359-6503.

REQUEST FOR PROPOSALS

RP-1

REQUEST FOR PROPOSALS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M. on **JUNE 9, 2016** and publicly opened and read aloud at 11:00 A.M. on that day for furnishing, **Architectural and Space Planning Services for the Town of Orangetown Town Hall, Orangeburg, New York** in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Director of Parks, Recreation and Buildings will submit a report of all bids received and his recommendations to the Town Board for discussion at their meeting on July 19, **2016**.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No Contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

Each proposal must be accompanied by a certified check of the bidder or by a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, having surety thereon, and a surety company approved by the Town of Orangetown in the amount of **five percent (5%)**. Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance.

It is understood that the Contractor shall be required to post a **Performance Bond** acceptable to the Town Attorney by a bonding company acceptable to the Town in the amount of **one hundred percent (100%) of the contract price**, and assuring full performance.

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The successful bidder upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after it has received notice of the acceptance of the proposal, shall forfeit to the Town of Orangetown and as liquidated damage for such failure or refusal, the security deposited with this proposal.

All interested and qualified vendors are invited to attend a Pre-Bid Site Visit at the Town Hall building on Thursday, May 19, 2016 at 10:00 AM. The project site is located at 26 Orangeburg Road, Orangeburg, New York in Rockland County.

Bidder warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or subcontractors on the project shall be compensated at the **Prevailing Wage**, including, where applicable wage rates mandated by the **New York State Department of Labor**.

Attorneys in Fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

No proposals will be accepted by facsimile.

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards.

By order of the Town Board of the Town of Orangetown.

ARIC T. GORTON
DIRECTOR

CHARLOTTE MADIGAN
TOWN CLERK

DATED: MAY 6, 2016

PROPOSAL

PROPOSAL

**FOR: PROVIDING ARCHITECTURAL AND PLANNING SERVICES FOR THE
TOWN HALL, TOWN OF ORANGETOWN, ORANGEBURG, NEW YORK**

**TO: TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL
NO. 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962**

Pursuant to and in accordance with your advertisement for Request for Proposals, dated **May 6, 2016**, and the Contract Documents relating thereto, the undersigned hereby offers to furnish all things necessary or proper for, and incidental to the scope of work for which he/she is submitting a proposal as described above, complete, together with all appurtenances and appurtenant work, for the price set forth in the following schedule, and as required by, and in strict accordance with the plans, specifications, and other Contract Documents therefore, including all addenda issued by the Owner and mailed to the undersigned, prior to the opening of proposals, whether received by the undersigned or not.

The undersigned proposes to provide a Proposal for **ARCHITECTURAL AND PLANNING SERVICES FOR THE TOWN HALL, IN THE TOWN OF ORANGETOWN, ORANGEBURG, ROCKLAND COUNTY, NEW YORK**, according to the *Scope of Work* and directions of the Director of Parks, Recreation and Buildings. It is also understood that the Contractor shall furnish all labor, equipment, materials and services, and shall include all items of cost, overhead and profit to perform and complete all work for the following price(s). In the event of a discrepancy, the amount shown in words shall govern:

**PROPOSAL FOR PROVIDING ARCHITECTURAL
AND PLANNING SERVICES FOR THE TOWN
HALL IN THE TOWN OF ORANGETOWN,
ORANGEBURG, NEW YORK:**

\$ _____

Requirements:

Potential vendors are advised that the Town of Orangetown is a municipality and New York State Prevailing Wage Schedule requirements may apply to some or all of the contracts. Bid prices should be reflective of the current rate schedule and all buildings related to the contract should include a copy of the companies certified payroll where necessary.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

Requests for Clarifications:

Requests for clarification should be received in writing no later 5:00 PM on May 24, 2016. Questions should be emailed to: agorton@orangetown.com. Responses to questions shall be answered by 5:00 PM on May 27, 2016.

Pre-Bid Site Visit:

A pre-bid site visit is scheduled for Thursday, May 19, 2016 @ 10:00 AM at the Town of Orangetown Town Hall Building which is located at 26 Orangeburg Road, Orangeburg, New York 10962.

It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown pursuant to Town Board Resolution.

Prices for PROVIDING A PROPOSAL FOR ARCHITECTURAL AND PLANNING SERVICES FOR THE TOWN HALL IN THE TOWN OF ORANGETOWN, ORANEBURG, NEW YORK, shall include providing all equipment and labor necessary to complete the project, as described in the scope of work.

The Non-collusion Statement attached hereto forms a part of this bid.

The undersigned, having a principal place of business at _____

and being experienced and responsible for the performance of same, proposes to provide ARCHITECTURAL AND PLANNING SERVICES FOR THE TOWN HALL IN THE TOWN OF ORANGETOWN, 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK, for the Town of Orangetown, Department of Parks, Recreation and Buildings, in accordance with the Scope of Work and Contract Documents hereto attached for the submitted prices.

No bid will be accepted without a Non-collusion Statement as required to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contractors are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

DATED: _____

NAME

TITLE

FIRM NAME

EMAIL ADDRESS

NON-COLLUSION STATEMENT

NON-COLLUSIVE BIDDING CERTIFICATE

STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN.

- (A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and,
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in details the reasons therefore. Where (a), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

This statement is subscribed by the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

DATED: _____

BY: _____

FOR: _____

SCOPE OF WORK

**Town of Orangetown
Department of Parks, Recreation
& Building Maintenance
RFP – Architectural and Space Planning Services**

**Request for Proposal
Architectural and Space Planning Services**

KEY DATES

Listed below are the important dates and times by which actions must be taken or completed. If the Town of Orangetown finds it necessary to change any of these dates, it will be accomplished by addendum.

- | | |
|-------------------------------|------------------------------|
| 1. Release of RFP | May 6, 2016 |
| 2. Pre-Bid Site Visit | May 19, 2016 @ 10:00 a.m. |
| 3. Questions Due | May 24, 2016 |
| 4. Responses to Questions | May 27, 2016 |
| 5. Proposals Due | June 9, 2016 @ 10:30 a.m. |
| 6. Proposal Opening (Public?) | June 9, @ 11:00 a.m. |
| 7. Interviews with Bidders | June 27, 2016 – July 8, 2016 |
| 8. Award of Contract | After July 19, 2016 |

**Town of Orangetown
Department of Parks, Recreation
& Building Maintenance
RFP – Architectural and Space Planning Services**

Section I

Request for Proposal

Architectural and Space Planning Services

The Town of Orangetown requests proposals to be submitted for the following purpose and in accordance with each of the following terms and conditions:

1. Purpose

The Town of Orangetown, “Town” seeks an agreement with a qualified individual, firm, or corporation, “Respondent”, to provide professional architectural and space planning services, “Services”. Services shall encompass the space design and building estimating phases of the project. As such, the Town seeks a conceptual design of a new town hall (Town Hall). The design is anticipated to encompass approximately 25,000 SF in additional space to the existing 25,000 SF old side “Old Side” of Town Hall resulting in a two story structure with a total area of 50,000 SF. This requires an evaluation of the existing Old Side to determine its structural integrity to determine if the construction of a second story is possible or if demolition and new construction is required. The Town seeks to coordinate the space design to include the relocation of off-site personnel into the expanded or new office space with the existing furniture systems.

In summation, this request for proposal (RFP) solicits Respondents to provide Services, construction options and economic feasibility assessment services in conjunction with the Town’s need for major renovation or replacement of the Old Side of Town Hall.

The Old Side’s original construction documents “Plans” are available to view, only, at the Town Clerk’s office located in Orangetown Town Hall, 26 Orangeburg Road, Orangetown, NY. The Plans cannot be copied or removed from the building and are available for viewing Monday-Friday between the hours of 10:00 AM and 3:00 PM only.

2. Scope of Work:

The Town seeks to consolidate staff and function to accommodate the need for centralized, efficient services by relocation off-site departments to Town Hall. Project includes but is not limited to relocating the Building Department and, possibly, Parks and Recreation Department to Town Hall along with reconfiguring existing personnel office space currently occupying the

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Department of Parks, Recreation
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Old Side. As noted above, the space design is anticipated to encompass approximately 50,000 square feet. Feasibility of moving Town Hall to a new location on town-owned land at the Rockland Psychiatric Center should be considered as well, in light of the full cost of moving the police department, offset by possible sale of the existing town offices at 26 Orangeburg Rd.

3. Planning Meetings:

Successful Respondent shall participate in a series of space requirement meetings with Town staff from various departments.

Successful respondent shall assess the Town's spaces to determine the most favorable balance of shared work areas, private work stations and private offices.

Assessment of outdoor space needs in terms of parking, green areas including development of these functions in the future.

Assessment shall consider space design to accommodate anticipated growth, security and storage needs; e.g., digital storage.

Planning shall evaluate and include existing office furniture systems into new space design and determine additional furniture needs.

4. Design:

Successful Respondent shall develop Services to accommodate the following:

The Town is seeking experienced architectural and space planning professionals to assist in feasibility analysis, planning and conceptual design of a new Town Hall. The Town anticipates the need to replace the existing Old Side of Town Hall with either a new or expanded building that will accommodate existing functions plus the Building Department and possibly the Parks Department. Basic questions to be answered include:

Assessment of Town Hall personnel needs during construction to include on-site trailers, rented office space or construction of a new community center butler building, off-site, which could serve as office space for Parks Department after vacated by Town Hall employees during a hypothetical 12-18 month construction process of the new or expanded facility.

Evaluate and include examples and cost estimates for office furniture systems and furnishings for the new office space.

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Assessment shall consider the Town’s selected space to determine the most favorable balance between shared work areas, private work stations, and private offices. The assessment should consider space design to accommodate anticipated growth.

Provide cost and savings estimates as appropriate throughout analysis

Create conceptual drawings of new Town Hall and related parking lots.

Comment on best practices in Town Hall design and how this conceptual design will provide outstanding value to Town residents and employees.

Section II

Proposal Requirements and Information

1. Time Schedule

All Respondents are hereby advised of the following schedule and will be expected to adhere to the requirements dates and times.

Event	Date
Release of RFP	May 6, 2016
Pre-Bid Site Visit	May 19, 2016 @ 10:00 a.m.
Questions Due	May 24, 2016
Responses to Questions	May 27, 2016
Proposals Due	June 9, 2016 @ 10:30 a.m.
Proposal Opening (Public?)	June 9, 2016 @ 11:00 a.m.
Interviews with Bidders	June 27, 2016 – July 8, 2016
Award of Contract	July 19, 2016

**Town of Orangetown
Department of Parks, Recreation
& Building Maintenance
RFP – Architectural and Space Planning Services**

2. Due Date

All proposals are due, in their entirety no later than 10:30 a.m. on June 9, 2016. Late proposals will not be accepted.

3. Address

Proposals shall be delivered in a sealed envelope, clearly marked:

Response to RFP – Architectural and Space Planning Services and addressed to:

Town of Orangetown

Attention: Town Clerks Office
26 Orangeburg Rd.
Orangeburg, NY 10962

4. Questions

Prospective Respondents requiring clarification or further information in the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions with a cover page clearly marked “**Questions Relating to RFP – Architectural and Space Planning Services**” via email at: agorton@orangetown.com or by fax at: (845) 359-6991 or mail to:

Town of Orangetown
Attention: Town Clerks Office
26 Orangeburg Rd.
Orangeburg, NY 10962

All questions must be received in writing by 5:00 p.m. on May 24, 2016. Question and answer sets will be provided to all prospective Respondents without identifying the submitters.

5. Copies

The prospective Respondent should submit one original and six (6) legible copies of its proposal. The original proposal must be marked “Original Copy.” All documents contained in the original proposal package must have original signatures and must be signed by a person who is

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authorized to legally bind the proposing Respondent. All additional proposal sets may contain photocopies of the original package.

6. Minimum Contents of Proposal

At the sole discretion of the Town, a proposal may be eliminated from consideration, if it fails to contain each of the following provisions or to provide justification satisfactory to the Town for its exclusion:

a. Respondent

Identification of the prospective Respondent, including the name of the firm submitting the proposal, its mailing address, telephone number, e-mail and contact person for the proposal.

b. Management

Identification by name of the lead personnel the Respondent proposes to assign to the project. Contract terms will not permit substitution of lead personnel without prior written approval from the Town.

c. Personnel

For each individual the prospective Respondent proposes to assign to the project (excluding administrative support), the Respondent must provide a summary of similar work or projects performed, a resume and a statement indicating Respondent's planned responsibilities under the contract. Any limiting factors on the availability of these individuals should be identified. Individuals assigned to the engagement must have experience and expertise in architectural and space planning services. The Respondent must provide a list of any outstanding litigation in which the Respondent is a named party. The Town, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the project.

d. Related Experience

Prospective Respondent shall provide the Town with a listing of similar architectural and space planning services provided in this RFP. Specifically, the list must include three examples of projects in which the Respondent is/was responsible for the oversight of architectural and space planning projects. The listing should include:

- Title of project

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- Name of the entity
- Brief description of the project
- Name and telephone number of the entity's contracting officer.

By furnishing this information, the prospective Respondent gives permission to the Town to contact these entities regarding the prospective contractors past performance.

If the Respondent is newly organized entity, a listing of projects completed by lead personnel during previous employment may be acceptable.

e. Subcontracts

The prospective Respondent must list any subcontractors it plans to use in performing the work, including a listing of the individuals the subcontractor proposes to assign to the project, in accordance with subparagraphs (b) and (c) in this section.

f. Methodology

The proposal shall include a description of the prospective Respondent's overall approach to providing services described in Section I of this RFP. Additionally, the proposal must include a specific project approach that includes the following:

- A statement describing relevant experience in architectural and space planning that demonstrates the ability to accomplish the scope of services described in this RFP.
- Specific steps the Respondent will take in order to provide the services for each of the phases described in Section I of this RFP.
- Each phase should identify the specific approach to be used in completing the project phase, a proposed time schedule for the completion of each phase, specific methods to be used for completing each phase and planned resources allocated to each phase including sub-contractors to be used to complete each phase.
- Proposals should also include the approach to be used to monitor timelines, performance and cost.

g. Cost

The proposal shall include a quotation of charges the Town will incur related to this project. The proposal should include a separate cost component for each objective by phase. These

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cost components must project the total number of hours required to produce the deliverable and contain a cost quotation for all personnel and sub-contractors that will be used to produce the deliverables.

7. Other Contents of Proposal

The prospective Respondent may include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein and on completeness and clarity of content.

Proposals must be complete in all respects and submitted by dates and times shown in Section II, Item 1 of this RFP. A proposal may, in the sole discretion of the Town, be rejected if it is conditional, incomplete or it contains any alterations of form or other irregularities.

8. Public Disclosure of Proposal

All proposals will become the property of the Town and will be available to the public for review after the contract is awarded. Proprietary information in the proposals will remain confidential permitted by law. To prevent its release to the public the Respondent must indicate

ACKNOWLEDGMENTS

STATE OF NEW YORK)
Ss:
COUNTY OF ROCKLAND)

On the _____ day of _____, 20____, before me, the undersigned a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
Ss:
COUNTY OF ROCKLAND)

On the _____ day of _____, 20____, before me, the undersigned a Notary Public in and for said State, personally appeared _____, the subscribing witness(es) to the foregoing instrument, with who I am personally acquainted who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____

that he/she/they know(s) _____ to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was/were present and saw said _____ execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public

STATE OF NEW YORK)
Ss:
COUNTY OF ROCKLAND)

On the _____ day of _____, 200 , before me, the undersigned, a Notary Public in and for said state, personally appeared ANDREW Y. STEWART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
Ss:
COUNTY OF ROCKLAND)

On the _____ day of _____, 200 , before me, the undersigned, a Notary Public in and for said state, personally appeared ARIC T. GORTON, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

Notary Public

CERTIFICATION OF TOWN ATTORNEY

CERTIFICATION OF TOWN ATTORNEY

I, JOHN EDWARDS, Town Attorney of the Town of Orangetown, hereby certify that, from a legal standpoint, all conditions precedent to the execution of this Contract have been complied with and it is in all respects, a valid and binding obligation upon the parties thereto.

DATE: _____

JOHN EDWARDS, TOWN ATTORNEY

GENERAL CONDITIONS

GENERAL CONDITIONS

1. It is understood that the contractor shall be required to post a performance bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount equal to one hundred percent of the cost of the contract and assuring full performance.
2. The specifications, drawings and any instructions set forth herein are complimentary, are intended to provide for, and include everything necessary for the proper and complete orderly execution and finishing of the work. Words, which have a well known technical or trade meaning used to describe work, materials or equipment, shall be interpreted in accordance with such customary and recognized meaning. Reference to standard specifications, manuals or code of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws and Regulations in effect at the time of the opening of bids, except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the Town, contractor or engineer or of any of their consultants, agents or employees from those set forth on the contract documents, nor shall it be effective to assign to the engineer, or any of the engineer's consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the work.
3. A date for final inspection of the work by the *Architect* and the Town shall be set by the contractor in written request therefor, which date shall be not less than ten (10) days after the date of such request. Prior to the final inspection, the various items of equipment and related work shall be placed in operation by the respective contractors whose work is involved, to satisfactorily demonstrate that the various elements of work will operate in accordance with the intent of the Plans, Specifications and approved Shop Drawings.
4. The Town may, at its option, terminate the contract, in whole or in part, at any time by ten (10) days written notice (delivered by certified or registered mail, return receipt requested) to the contractor, whether or not the contractor is in default.

Upon such termination, the contractor shall waive any claims for damages, including loss of anticipated profits on account thereof, but as the sole right and remedy of the contractor, the Town shall pay the contractor in accordance with the amount of work, labor provided and/or materials delivered.

5. It is further agreed that the contractor shall and will keep and maintain improvements herein before referred to, together with all its appurtenances, in good conditions and repair, for a term of one (1) year from the date of completion and acceptance of same in accordance with the conditions of the plans and specifications and of this Agreement, without expense to the Town or the taxpayers thereof or any of them, and will provide a bond or bonds of a corporation authorized to guarantee the performance of this Agreement authorized to do business in the Town of Orangetown, County of Rockland, State of New York as surety covering the work of maintenance herein contemplated and as is acceptable to the Town.
6. Every mechanic, laborer and workman employed by the contractor or any subcontractor or other person about or upon the work contemplated by this contract shall be paid not less than the prevailing rate of wages as provided for by Section 220 of the Labor Law of the State of New York. The contractor agrees that at the time of execution of the contract, he will furnish to the Town a current wage rate schedule approved by the State of New York Labor Department.
7. In the performance of this Contract, the Contractor shall make provisions for the installation, maintenance and effective operations of such appliances and methods for the elimination of harmful dust as have been approved by the Board of Standards and Appeals. If the provisions of Section 222-a of the Labor Law of the State of New York are not complied with, this Contract shall be void.
8. In the performance of the work contemplated by this Contractor or any part thereof, including all extra work, preference in employment shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each and every person employed by the contractor or by any subcontractor or other person doing or contracting for work contemplated by this Contract including extra work, shall furnish satisfactory proof of residence, in accordance with the rules adopted by the Industrial Commissioner.

Persons other than citizens of the State of New York may be employed when citizens of such State are not available. The foregoing is required by Section 222 of the Labor Law of the State of New York, and in the event such Section is not complied with in any respect, this Contract shall be void.

9. Before payment is made by or on behalf of the Town of any sum or sums due on account of this Contract or for extra work, the Town Supervisor or his designee shall require Contractor and each every subcontractor to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from the Contractor or subcontractor to any and all laborers for daily or weekly wages on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages are unpaid and the amounts due to each respectively, which statement so filed shall be verified by the oath of the Contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true if his own knowledge.
10. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
11. The Contractor shall secure at his own expense all necessary certificates and permits from municipal or other public authorities required in connection with the work contemplated by this Contract or any part thereof, and shall give all notices required by law, ordinance or regulation. He shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract and any extra work performed by him.
12. The contractor and his subcontractor shall not employ on the site any labor, materials or means whose employment or utilization during the course of this Contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workmen employed by the Contractors or his subcontractors, or by any of the trades working in or about the building and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contracts or on any other building or premises owned or operated by the Town.

Any violation by the Contractor of this requirement may, upon certification of the Engineer, be considered as proper and sufficient cause for canceling and terminating this Contract.

13. In case the Town orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any subcontractor under this Contract to employ, in the performance of such work, any person in any trade or occupation for which no minimum wage rate is herein specified, the Town will include in the Contract order for such extra work or additional work a minimum wage rate for such trade or occupation, and insofar as such extra work or additional work is concerned, there shall be paid each employee engaged in work in such trade or occupational not less than the wage rate so included.
14. The Contractor shall post at conspicuous points on the site of the work a schedule showing all determined minimum wage rates as specified in the Contract to be paid for the various classes of mechanics, workingmen or laborers employed on the work; and showing all authorized deductions, if any, from unpaid wages actually earned.
15. The Chief Fiscal Officer of the Town may, and on the written request of any person shall, require the Contractor or any subcontractor or other person performing any work contemplated by the Contractor or any extra work to file with such supervisor a schedule of the wages to be paid to such laborers, workmen or mechanics; and such Contractor shall, within ten day after the receipt of written notice of such requirement, file with the Fiscal Officer such schedule of wages.
16. The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contractor shall pay each and every one of his employees engaged on such work or any part thereof the full and proper wage in cash without any deduction or kick-back whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once in each week.
17. If any other occupation is required on this work, the Contractor shall request the Chief Fiscal Officer to supply a supplemental schedule covering such occupation.

18. The contractor must provide all necessary insurance required by the laws of the State of New York and furnish certifications thereof to the Town of Orangetown. In addition thereto, the contractor must furnish to the Town of Orangetown certificates showing public liability insurance in the amount of not less than \$1,000,000.00 for each person injured and \$2,000,000.00 property damage. The contractor agrees that in the performance of the work, it will be fully responsible for any and all claims that may be made by reason of said work arising from any cause whatsoever and the contractor agrees to indemnify and save harmless to the Town from any and all claims.
19. The contractor shall employ at the site of the work during the performance thereof a competent foreman or superintendent who shall be satisfactory to the Town. Such foreman or superintendent shall represent and have full authority to act for the contractor in his absence and all instructions given such foreman or superintendent shall be binding as if given to the contractor.
20. The Town reserves the right to suspend or postpone the whole or any part of the work herein contracted to be done if it shall deem it in the best interest of the Town to do so without compensation to the contractor for such suspension.
21. The contractor, insuring the performance of the work, shall take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep suitable and sufficient lights and other signals, and shall comply with the safety provisions of applicable laws, building and construction codes. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The contractor shall indemnify and save harmless the Town, its officers and agents, from all damages and costs to which they may be put by reason of injury to the person or property of another resulting from his negligence or carelessness in the performance of the work, or in the safeguarding the same, or from any improper materials, implements or appliances used in its construction or by or on account of any act or omission of the contractor or his agents. The whole or so much of the moneys due under and by virtue of his contract as shall be considered necessary to the Town may at its option be retained by the Town.

22. The contractor shall be liable in the sum of **five hundred dollars (\$500.00)** per day for each day of delay beyond the contract date as liquidated damages unless the date for completion is extended, in writing, by resolution of the Town Board.
23. Upon completion of the project, the *Architect* shall make a final inspection for approval of all the work done under this contract and shall within fifteen (15) days after the acceptance of the work by the *Architect* and the Town, prepare a final certificate of the work done and the value thereof.
24. Time of Completion: The work on this Contract shall be completed under the terms and conditions of the signed licensed Agreement and shall commence immediately by the notice to proceed from the Owner.