

**TOWN OF ISLIP
SUFFOLK COUNTY, NEW YORK**



**SUPPLY AND INSTALL LOW VOLTAGE
WIRING FOR TOWN FACILITIES**

**TOWN OF ISLIP
CONTRACT NO. DPD 1-24**

**NOTICE TO BIDDERS
INFORMATION FOR BIDDERS
FORM OF BID
FORM OF CONTRACT
SPECIAL CONDITIONS AND SPECIFICATIONS**

**DEPARTMENT OF PLANNING AND DEVELOPMENT
DIVISION OF ENGINEERING AND CONTRACTS**

TOWN OF ISLIP
SUFFOLK COUNTY, NEW YORK

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FOR TOWN FACILITIES**

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SPECIFICATIONS

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**SUPPLY AND INSTALL LOW VOLTAGE WIRING FOR TOWN FACILITIES
CONTRACT NO. DPD 1-24**

THE TOWN OF ISLIP HAS SCHEDULED A PRE-BID MEETING IN ORDER TO REVIEW ALL OF THE SPECIFIC REQUIREMENTS OF THIS CONTRACT. AT THAT TIME, QUESTIONS WILL BE ENTERTAINED AND ANSWERED. ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO ATTEND, BUT ATTENDANCE IS NOT MANDATORY.

THE **PRE-BID MEETING** IS SCHEDULED FOR MONDAY APRIL 15, AT 10:00 A.M. ALL PROSPECTIVE BIDDERS AND/OR SUBCONTRACTORS SHOULD ASSEMBLE AT **THE TOWN OF ISLIP TOWN HALL BOARD ROOM LOCATED AT 655 MAIN STREET, ISLIP, NY 11751.**

**SUPPLY AND INSTALL LOW VOLTAGE WIRING
FOR TOWN FACILITIES
DPD 1-24**

PREPARATION OF BID

This notice is for your information and in no way replaces the bidder's responsibility to familiarize themselves with the bid package. Bidders are cautioned to thoroughly review the entire contents of the bid package to ensure that their bid meets all of the requirements for submitting a bid.

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the contract form. In no case is the contract form to be filled in or signed by the bidder. **The complete bid for this work shall be enclosed in a sealed envelope properly endorsed.**

The bid must be accompanied by a certified check on a solvent bank or trust company with its principal place of business in New York State or an acceptable bid bond written by a surety company that's an admitted carrier in the State of New York in an amount not less than ten percent (10%) of the total amount bid made payable to the Town of Islip as assurance that the bid is made in good faith.

No responsibility shall attach to any person or persons for premature opening of bids not properly labeled or sealed.

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ADVERTISEMENT FOR BIDS - NOTICE TO BIDDERS
TOWN OF ISLIP - SUFFOLK COUNTY, NEW YORK

PLEASE TAKE NOTICE that **SEALED BIDS will be received by the DEPARTMENT OF PURCHASING, TOWN HALL WEST, 401 MAIN STREET, ISLIP, NEW YORK, 11751 ROOM 227**, (rear entrance, second floor, top of the stairs) or may be dropped off in the container located in the front vestibule of the main entrance of 401 Main Street, Islip, New York, 11751 not later than **11:00 a.m., prevailing time on Thursday, April 25th, 2024** following which time they will be publicly opened and read in the AUDITORIUM located on the main floor of 401 Main Street, Islip, New York, 11751 and the contract awarded as soon thereafter as practicable for **SUPPLY AND INSTALL LOW VOLTAGE WIRING FOR TOWN FACILITIES, DPD 1-24**

“THIS CONTRACT INVOLVES THE SUPPLY AND INSTALL OF LOW VOLTAGE DATA WIRING AT TOWN FACILITIES LOCATED ACROSS THE TOWN OF ISLIP. THE CONTRACTOR WILL BE RESPONSIBLE TO INSTALL INDOOR AND OUTDOOR CABLING AND PROVIDE PROPER TERMINATION OF ALL CABLING TO FACILITATE CONNECTION TO THE TOWN’S DATA NETWORK. CONTRACTOR SHOULD ALSO HAVE THE CAPABILITIES TO PROPERLY INSTALL AND TERMINATE FIBEROPTIC CABLE AS WELL”

A pre-bid meeting will be held to discuss the extent of the required work. The pre-bid meeting is scheduled for **Monday, April 15, 2024 AT 10:00 A.M.** All prospective bidders and/or subcontractors should assemble at the **ISLIP TOWN HALL BOARD ROOM LOCATED AT 655 MAIN STREET, ISLIP, NY 11751.**

The Information for Bidders, Form of Bid Bond, Form of Contract, Specifications and Plans may be obtained from Engineering, 655 Main Street, Islip, New York, 11751 between the hours of 9:00 a.m. to 4:30 p.m. Monday - Friday upon payment of Seventy-Five Dollars (\$75) for each set. Payment shall be by certified check or money order payable to the Town of Islip. The \$75 fee is non-refundable.

Each bid must be accompanied by a certified check or acceptable bid bond in the amount of not less than ten percent (10%) of the bid and made payable to the Town of Islip.

No bid will be accepted by email or facsimile. No responsibility shall attach to any person or persons for premature opening of bids not properly labeled or sealed.

The Town Board reserves the right to reject any and all bids in whole or in part, to waive any formality and/or informality in any or all bids and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and checked.

No bid shall be withdrawn for a period of forty-five (45) days after being publicly opened and read. In the event bids are rejected or at least two are not received the Department of Purchase is authorized to re-advertise for bids.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and the minimum wage rates to be paid for under the contract.

Any disabled person who needs a sign language interpreter, auxiliary aids or special accommodations, please call OFFICE OF CONSTITUENT SERVICES, at 224-5380 or 224-5397 TDD.

The Town Board, Town of Islip.

1.0 INFORMATION FOR BIDDERS

1.1 BID OPENING AND WALK-THROUGH

In connection with **SUPPLY AND INSTALL LOW VOLTAGE WIRING FOR TOWN FACILITIES, DPD 1-24** the Town of Islip invites bids on the form attached hereto, all blanks on which must be properly filled.

A pre-bid meeting is scheduled for **Monday, April 15, 2024 AT 10:00 A.M.** All prospective bidders and/or subcontractors should assemble at the **ISLIP TOWN HALL BOARD ROOM LOCATED AT 655 MAIN STREET, ISLIP, NY 11751**. Prospective bidders are encouraged to attend, but attendance is not mandatory.

Thereafter bids will be received by the Department of Purchase, Town of Islip at Town Hall West, 401 Main Street, Islip, New York, Room 227, (rear entrance, second floor, top of the stairs) or may be dropped off in the container located in the front vestibule of the main entrance of 401 Main Street, Islip, New York on **Thursday, April 25, 2024** not later than 11:00 a.m., prevailing time, following which time they will be publicly opened and read.

All bids must be submitted in a sealed envelope labeled "**DPD 1-24**" late bids will not be accepted.

1.2 PREPARATION OF BID

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the contract form. In no case is the contract form to be filled in or signed by the bidder. The complete bid for this work shall be enclosed in a sealed envelope properly endorsed. **No responsibility shall attach to any person or persons for premature opening of bids not properly labeled or sealed.** All blank spaces for bid prices must be filled in, in non-erasable ink, in both words and figures with the total or gross sum for which the bid is made. Bids that contain any omission, erasure, alterations, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected. In case of a discrepancy between the unit price and the total amount bid for any item the unit price as expressed in words shall govern.

1.3 BID SECURITY

A) The bid must be accompanied by a certified check on a solvent bank or trust company with its principal place of business in New York State or an acceptable bid bond written by a surety company that's an admitted carrier in the State of New York in an amount not less than ten percent (10%) of the total amount bid made payable to the Town of Islip as assurance that the bid is made in good faith. The certified checks or bid bonds of all but the three lowest bidders will be returned within three days after the award of the bid; the certified checks or bid bonds of the remaining unsuccessful bidders will be returned within 48 hours after the execution of a contract between the Town and the successful bidder, the certified check or bid bond of the successful bidder will be retained until the filing and approval of the Performance Bond and until a completion of ten percent (10%) of the work under contract.

B) The successful bidder, upon failure or refusal to execute and deliver the contract, bonds, and insurance required within ten (10) days after the date of notice of the acceptance of his bid, shall forfeit to the Town as liquidated damages for such failure or refusal, the security he deposited with his bid.

1.4 QUALIFICATIONS OF BIDDERS

- A) Bidders must be authorized to do business in the State of New York by the New York State Department of State.
- B) Forms for qualifications of the bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure the completion of the work, will be provided and the three lowest bidders shall be prepared to file said form, properly filled in and sworn to, in the office of the Town Clerk within seven days after the opening of the bids.
- C) Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Town Clerk, a new one need not be submitted, provided the information contained therein is not more than thirty days old at the time of the opening of the bids and provided the Contractor submits verified representation that his financial condition has not materially changed since submission of said statement.

1.5 REJECTION OF BIDS

- A) The Town Board reserves the right to reject any bid if the evidence submitted in the qualification statement or any investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- B) The Town Board reserves the right to reject any and all bids, in whole or in part, to waive any informality in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined or checked. No bid shall be withdrawn for a period of **forty-five (45) days** after being publicly opened and read.
- C) In the event bids are rejected or at least two are not received the Department of Purchase is authorized to re-advertise for bids.

1.6 CONDITIONS OF WORK

- A) Bidders are cautioned not to submit bids until after having inspected the site of the proposed improvement and having made themselves familiar with local conditions. The attention of persons intending to submit bids is specifically called to that paragraph of the contract which debars a Contractor from pleading misunderstanding or deception because estimates of quantities, character, location or other conditions surrounding the same.

Special attention is called to the notes on the plans or in the itemized Form of Bid which are made a part of this contract which may alter or revise the specifications for this particular contract.

- B) No representation is made by the Town as to the existence or non-existence of ground water which may in any way impede the work proposed to be accomplished. Each bidder shall fully inform himself as to ground water and sub-surface conditions prior to submitting his bid.

C) The bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the plans and specifications, including all other expenses incidental thereto.

1.7. CONSTRUCTION TERMS AND CONDITIONS

The successful bidder is warned that the work specified in the Form of Contract, together with the Information for Bidders, Form of Bid, Plans, Specifications and Instructions of the Town Engineer or his duly authorized representative will be rigidly enforced.

1.8. INSURANCE REQUIRED

The successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions, limits, terms, and conditions of the Form of Contract – Section 10 Contractor's Insurance.

- A. WORKERS' COMPENSATION AND DISABILITY BENEFITS
- B. COMPREHENSIVE GENERAL LIABILITY
- C. CONTRACTOR'S PROTECTIVE LIABILITY
- D. AUTO LIABILITY
- E. OWNER'S (TOWN OF ISLIP) PROTECTIVE LIABILITY

Any required insurance documents shall be submitted to and approved by the Town prior to the commencement of work within ten (10) days of receipt of award. All insurance shall name the Town of Islip as an additional insured and insurance provider shall be advised that all changes in insurance shall be communicated to the Town of Islip. The contract will not be executed by the Town until the insurance is received and approved.

The Town may request proof of insurance prior to execution of the contract and during the term of the contract, including but not limited to actual policies, endorsements, certificates of liability and affidavit of the existence and authenticity of any and all insurance policies represented by contractor and/or its agent that such policies are in full force and effect.

The Contractor shall not permit any subcontractor to commence or operate on the site until the Contractor submits proof of carriage of the above required insurance, and the Town approves same.

All insurance herein shall be deemed primary as it is intended to hold the Town harmless.

1.9 DEFENSE AND INDEMNIFICATION CLAUSE

Contractor shall assume all risks incident to, or in connection with, the business to be conducted by it pursuant to this contract, and shall be responsible for all accidents or injuries of any kind or nature, to persons or property caused by, resulting from, arising out of or occurring in connection with the performance of the work or services specified. Contractor shall indemnify, defend and hold harmless the Town, its authorized officers, employees, agents and representative from and against any penalties for violations of any law, ordinance, or regulation affecting its operation,

and from any and all claims, suits, losses, damages or injuries to person or property, including attorneys' fees and costs of litigation, arising directly or indirectly out of the contract herein. Contractor shall take out and maintain throughout the term of this contract such policies of insurance in such amounts as are required pursuant to the Insurance paragraph number 10 herein. Contractors' indemnification obligations hereunder are not limited to, and shall survive independent of the limitations of any such policies of insurance.

1.10. PERFORMANCE BOND

The successful bidder shall execute a Performance Bond and a Labor and Material Payment Bond, each equal to one hundred percent (100%) of the amount of the bid, such bonds to be executed by a surety company, licensed to do business in the State of New York and acceptable to the Town of Islip; or bonds secured by collateral; or securities approved by the Town of Islip.

All bonds shall be issued by a Surety Company listed in a most recent copy of the Department of the Treasury Federal Register, Circular #570. The amount of said bonds shall not exceed the limits set by the aforesaid Federal Register (SEA TF-6 & TF-7).

A one-hundred percent (100%) cash bond may be accepted in lieu of the Performance Bond. A Maintenance Bond must remain in effect for a period of one year subsequent to the Town's final acceptance of the work.

The Performance Bond shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one (1) year after the date of final acceptance of the work. The successful bidder, upon failure to execute and deliver the bonds required within ten (10) days after the date of notice of award, shall forfeit to the Town of Islip, as liquidated damages for such failure or refusal, the security deposited with his bid, and he will be liable for and he agrees to pay to the Town of Islip on demand, the difference between the price bid and the price for which such contract shall subsequently be re-let, including the cost of re-letting less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action upon accepted bid.

The Contractor shall procure and provide without expense to the Town, a New York State Department of Insurance "Certificate of Solvency" for each of the insurance companies securing the Certificate of Insurance and the required bonds.

After approval of the bonds and execution of the contract and after ten percent (10%) of the work has been completed, the bid security accompanying the bid will be returned.

1.11. FOREIGN CONTRACTORS

Foreign contractors must comply with the provision of Articles 9A and 22 of the Tax Law, as amended prior to submission of a bid for the performance of this work. The certificates of the New York State Tax Commission to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more

partners who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York. If bidder is a foreign corporation, they must be authorized to do business in the State of New York by the New York State Department of State.

1.12. LIEN LAW

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, and Sections 70, 71 and 79-a of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

1.13. SUBCONTRACTORS AND SUPPLIERS

Within five days (5) after receipt from the Town Engineer of notice to begin work, the Contractor will furnish written notice of the names of all Subcontractors to be employed on the project and the general items of work to be done by them. Simultaneously, the Contractor shall furnish written notice of the names of suppliers of materials to be used on the project.

The Town may disapprove for good cause any Subcontractor or material supplier selected by the Contractor by giving written notice of its disapproval within five (5) days after receiving the names of Subcontractors and material suppliers, to the Contractor who shall thereupon promptly notify the Town of the name of the Subcontractor or material supplier selected in replacement, which shall again be subject to approval of the Town.

1.14 OBLIGATION OF BIDDER

At the time of the opening of the bids, each bidder will be presumed to have inspected the site, to have examined as to the existence of underground water, underground utilities and structures, and to have read and be thoroughly familiar with the plans, specifications and contract documents, including any addenda. The failure or omission of any bidder to receive or examine any form or instrument referred to above shall in no way relieve any bidder from any obligation in respect to the bid.

1.15 BID SCOPE QUESTIONS & ADDENDA

Every request for information or interpretation of the contract documents or drawings must be addressed by emailing to **Christopher H. Poelker, P. E., Town Engineer, Division of Engineering & Contracts at 655 Main Street, Islip, New York** to engineering@islipny.gov and, to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of bids.

Any such interpretation or supplemental instructions will be in the form of written addenda and will be mailed to all prospective bidders. The failure of any bidder to receive any such addenda will not relieve the bidder of any obligation under his bid as submitted. Any addenda so issued shall become a part of the contract documents.

1.16 LIQUIDATED DAMAGES

Liquidated damages, if required, shall be set forth in the form of contract and may be assessed for each consecutive calendar day of delay not excusable as provided in the contract documents. The successful bidder upon his failure or refusal to execute and deliver the contract and bonds required within ten(10) days after the date of notice of the acceptance of his bid, shall forfeit to the Town of Islip, as liquidated damages for such failure or refusal, the security he deposited with his bid.

1.17 METHOD OF AWARD

All bids will be compared on the basis of the Town Engineer's estimate of quantities of work to be done. The estimated quantities shown in the Form of Bid are not to be considered as absolute quantities to complete the work, but are best estimates. The bid will be awarded based on the total bid price. Bids which are obviously unbalanced may be rejected.

The Town reserves the right to reject any or all bids, to waive any informality in any bid, and to accept that bid which is deemed most favorable to the interest of the Town.

1.18 COMPLETION PERFORMANCE

The bidder, when submitting his bid, must be prepared to commence work not later than ten (10) days after signing of the contract unless the Town shall authorize a delay. The time for completion of all of the work contemplated under this contract shall be as set forth in the Form of Contract. The entire work must be satisfactorily completed and the project improvements available for public use within the completion time stipulated.

1.19 FREEDOM OF INFORMATION LAW

Since the Town of Islip is a municipality, all documents related to this project may be subject to the New York State Freedom of Information Law. The Contractor shall provide the Town with any and all related documentation upon request. If the documents need be withheld pursuant to New York State Public Officers Law Article 6 and related case law, the Town will withhold the documents from further distribution. If no exemption applies, the Town will release the documents in accordance with all applicable statutes, laws, ordinances and policies.

1.20 PROHIBITED COMMUNICATIONS

The Contract with the successful bidder shall contain a clause prohibiting the Successful bidder and any of its officers, employees, agents, subcontractors and assigns from communicating in any fashion with any entity or person, other than law enforcement, regarding the entirety of the subject matter of the project, including but not limited to, any work performed. Entity or person shall include, but not be limited to, the press/media, community organizations, etc. Further inquiries shall be directed or forwarded to the Town.

1.21 LABOR LAW

The Contractor and each and every Subcontractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

Attention is called to certain provisions of the Labor Law, as set forth in the Contract, Article 16, which are hereby referred to and make a part hereof.

Attention is also called to Article 8, Section 220 of the Labor Law, which provides, among other things, that it shall be the duty of the fiscal officer, as defined in the said section, to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public projects including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Attention is also called to Article 8, Section 220 of the Labor Law, which also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "...shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security.

1.22 SALES TAX EXEMPTION

In accordance with Chapter 513 of the laws of 1974 adopted by New York State Legislature, amending Section 1115(a) of the tax law, specifically paragraphs 15 and 16, political subdivisions, as described in subdivision (a) of paragraph (L) of Section 1116 of the tax laws, of the State of New York, are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 1115 (a) (15) and (16).

- (15) Tangible personal property sold to a contractor, subcontractor, or repairman for use in erecting a structure or building of an organization described in subdivision (a) of Section 1116, or added to, altering or improving real property, property of land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

- (16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, property or land of an organization described in subdivision (a) of Section 1116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into contract with the Town of Islip shall be exempt from payment of sales and use tax as described above. Procedures and forms are available to the contractor direct from Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York 12227.

1.23 GUARANTEE

Notwithstanding any manufacturer's or other required warranties, the successful bidder guarantees that the work will be free from any defects in material and workmanship for one (1) year from the date of acceptance of a completed work order by the Engineer, and agrees to replace any item deemed defective by the Engineer during this period, at no additional cost to the Town. Neither acceptance of defective equipment or materials by the Town nor payment for same shall release the Contractor from any obligation under this Contract.

1.24 FEDERAL FUNDING NOTICE

When a project is being assisted by funding from the Federal Government of the United States of America under one or more current federal funding programs, and as such, the performance of all work contemplated under the terms and conditions of this set of plans, specifications and related documents must conform to certain basic and specific standards and requirements of the Federal Government, these standards and requirements are a part of the Contract, and must be adhered to by the Contractor while performing work in which Federal Funds are involved.

1.25 CERTIFIED PAYROLL

In accordance with Article 8 of the New York State Labor Law, as amended, the Contractor and every Subcontractor shall submit to the Town original, signed, certified payroll records for all employees engaged in the performance of work with regard to this Contract. Certified payrolls must be submitted with each invoice requesting payment. Submission of the required Certified Payrolls is a condition of payment. No payment will be made to the Contractor without receipt of the required Certified Payrolls.

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1.27 STATE PREVAILING WAGE RATES

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law, which are to be paid on this project, are set forth herein immediately following:

- A. The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of the contract may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workers employed by the Contractor or Subcontractor or by any of the trades working in or about the job site where work is being performed under this contract, or any other contract on the job site. Any violation of this requirement by the Contractor may, upon certification of the Director of the Division of Purchasing, be considered as proper and sufficient cause for cancelling and terminating this contract.
- B. Fringe benefit supplements to employees paid by the Contractor are to be paid to a federally qualified pension, health or welfare program and a New York State registered apprentice training program. Direct payment in cash for fringe benefit supplements will not be allowed.
- C. Where the work performed under this contract involves a trade or occupation licensed in the County of Suffolk by the Town of Islip or the County of Suffolk, the Contractor or Subcontractor shall be required to have such a license.
- D. Each and every provision of any law, rule or regulation required by law to be inserted in this contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not or is not correctly inserted, then upon the application of either party, the contract shall be amended to make such insertion.
- E. Wherever the provision of any section of the specification may conflict with any agreements or regulations of any kind in force among the members of any trade association, union or council which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor shall make all the necessary arrangements of his own to reconcile any such conflict or provisions without recourse to the architects or owner.
- F. In order to determine compliance with the prevailing wage requirement, the Town shall, upon demand to the Contractor in writing, be permitted to inspect the contractor's books and records pertaining to same. The contractor shall provide monthly, certified payrolls and transcripts to the Town indicating payment of prevailing wages.
- G. The prevailing wage rate schedules for this contract are provided in this contract.

2.0 Activity Reports

In addition to the reports/invoicing procedures outlined in this section, Town of Islip reserves the right to receive future management, usage or other ad hoc reports, and/or request changes in invoicing procedures or media, at no additional cost to the Town. Proposer will be required to provide any customized reports requested by Town of Islip within ten (10) business days of any such request.

2.1 Prohibition of Conflict of Interest

During the term of this agreement, Contractor shall not perform any services or accept employment of any character hostile to the interests of the Town of Islip, or otherwise engage in activities adverse to the interests of the Town of Islip.

2.2 Responsibilities as Independent Contractor

Subcontractors supplied by the Contractor will be deemed the Contractor's personnel or agents, and the Contractor will assume full responsibility for their acts. The Town of Islip reserves the right to request the withdrawal or replacement of any member of the Contractor's staff, personnel or agents working under the final agreement at any time, and the Contractor shall reasonably comply with such request.

Any contract resulting from this bid shall not be assigned or subcontracted by Contractor without the written consent of the Town of Islip. Please disclose any subcontracting or third party arrangements that may be current in your proposal. If the proposal includes items supplied by a subcontractor or an aggregator, it will be required that the Contractor assume responsibilities for such items as an independent contractor to the Town of Islip. These responsibilities will include delivery of all items, service, resolution of employee issues and coordination of all necessary support. Furthermore, the Town of Islip will consider Contractor to be the sole contact concerning contractual matters, including payment of any and all charges resulting from the services provided.

If you intend to use subcontractors, please provide the subcontractor's company name, address and telephone number, number of years in business and references.

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2.3 Invoicing

Town of Islip's method of payment is with an original numbered **invoice**, signed **claim voucher** and **supplemental documents** listed below.

2.3a The **invoice** must include but is not limited to the following:

- Purchase Order Number and Date
- Vendor Name and Phone number
- Item & labor description
- Charge for each item
- Quantities
- Shipping locations
- Total charge for each item
- Total amount to be paid

Indicate payment terms with regard to percentage discount(s) for early payment. Town of Islip's standard payment term is net 45 days.

2.3b The **claim voucher** must include but is not limited to the following:

- Contract Number
- Vendor Name and Address
- Purchase Order Number
- Date and description of services rendered
- Total amount of Claim
- Claim Number
- Original Signature

2.3c **Supplemental documents** required to process a payment:

i. Professional Services Contracts (All signed documents require original signature)

- a. Detailed description of services rendered
- b. Time Sheets and Daily Work Reports (if applicable)
- c. Elations Verification (if applicable for State Projects)

ii. Construction Contracts (All signed documents require original signature)

- a. Letter of Transmittal or Cover Letter from design professional recommending payment (if applicable)
- b. AIA documents (requisition for payment)
- c. Labor Affidavit for weekly wages
- d. Material Affidavit for supplier
- e. Certified Payrolls (as required by NYSDOL)
- f. OSHA 10 cards for all new employees working on project (as required by NYSDOL)
- g. Any miscellaneous backup documents (load tickets, soil testing, DWRs from consultant, daily attendance, elations verification (State projects), etc.)

2.4 Acknowledgement

Bidder acknowledges with the submission of a bid response that the entire set of these Bid instructions shall be part of the final Purchase Order or Contract that derives from the award of this bid, if any.

3.0 SCOPE & PRICING

3.1 SCOPE:

“THIS CONTRACT INVOLVES THE SUPPLY AND INSTALL OF LOW VOLTAGE DATA WIRING AT TOWN FACILITIES LOCATED ACROSS THE TOWN OF ISLIP. THE CONTRACTOR WILL BE RESPONSIBLE TO INSTALL INDOOR AND OUTDOOR CABLING AND PROVIDE PROPER TERMINATION OF ALL CABLING TO FACILITATE CONNECTION TO THE TOWN’S DATA NETWORK. CONTRACTOR SHOULD ALSO HAVE THE CAPABILITIES TO PROPERLY INSTALL AND TERMINATE FIBEROPTIC CABLE AS WELL”

3.2 ANY SPECIALIZED OR EMPHISIZED REQUIREMENTS

PRC# 2024003623

3.3 PRICING FORM: FB-a, FB-b, & FB-1

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WAGE RATES



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Islip

Marie Hamel, Principal Office Assistant
655 Main St.
Dept of Planning & Development
Division of Engineering
Islip NY 11751

Schedule Year 2023 through 2024
Date Requested 03/26/2024
PRC# 2024003623

Location Multiple Town Buildings
Project ID# DPD 1-24
Project Type Supply & Install low voltage data wiring at Town Facilities located in the Town of Islip. Install indoor & outdoor cabling & provide termination of all cabling to facilitate connection to the town's

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Islip

Marie Hamel, Principal Office Assistant
655 Main St.
Dept of Planning & Development
Division of Engineering
Islip NY 11751

Schedule Year 2023 through 2024
Date Requested 03/26/2024
PRC# 2024003623

Location Multiple Town Buildings
Project ID# DPD 1-24
Project Type Supply & Install low voltage data wiring at Town Facilities located in the Town of Islip. Install indoor & outdoor cabling & provide termination of all cabling to facilitate connection to the town's

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

ITEM 411

CAT6 ETHERNET CABLE

1. GENERAL SPECIFICATIONS

Under this item, the Contractors shall furnish CAT6 Ethernet Cable as directed by the Owner. Materials furnished shall either be for installation by the Contractor or Owner. All cabling supplied shall be Leviton Berk-Tek LAMNARK-6 UTP Plenum or Riser Rated Cable or approved equal.

2. MATERIALS

Refer to Product Specification sheets for LANMARK-6 UTP Plenum Rated Cable and LANMARK-6 UTP Riser Rated Cable.

3. METHOD OF MEASUREMENTS

Cat6 Ethernet cable will be measured by the number of **(1,000 FEET) Boxes** of cable supplied and delivered to the Owner. The remaining cable not installed shall become the property of the Town.

4. BASIS OF PAYMENT

The unit price bid per (1,000 FEET) Box of CAT6 Ethernet Cable supplied.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
411EP	CAT6 ETHERNET PLENUM CABLE	EA
411ER	CAT6 ETHERNET RISER CABLE	EA

ITEM 411OE CAT5E OUTDOOR ETHERNET CABLE

1. GENERAL SPECIFICATIONS

Under this item, the Contractors shall furnish CAT5e Outdoor Ethernet Cable as directed by the Owner. Materials furnished shall either be for installation by the Contractor or Owner. All cabling supplied shall be Ubiquiti Networks Tough Cable Outdoor Shielded Ethernet Cables or approved equal.

2. MATERIALS

Refer to Product Specifications sheets for Ubiquiti Networks Tough Cable Outdoor Shielded Ethernet Cables.

3. METHOD OF MEASUREMENTS

CAT5e Outdoor Ethernet cable will be measured by the number of **(1,000 FEET) Boxes** of cable supplied and delivered to the Owner. The remaining cable not installed shall become the property of the Town.

4. BASIS OF PAYMENT

The unit price bid per (1,000 FEET) Box of CAT5e Outdoor Ethernet Cable supplied.

ITEM 412

INSTALL LOW VOLTAGE NETWORK WIRING

1. GENERAL SPECIFICATIONS

This specification covers the design, installation, and testing of low voltage wiring systems. Low voltage wiring is defined as insulated wiring with non-metallic sheathing that carries 50 volts or less of electricity which can include the following:

- Internet connection
- Business telephone systems
- Intercoms
- Low voltage lighting
- Audio / Video equipment
- Security system components

2. MATERIALS

All low voltage wiring installations must comply with the standards published by the International Electrotechnical Commission (IEC) and any applicable local codes and regulations.

3. CONSTRUCTION DETAILS

Design: The design of the low voltage wiring system must take into account the intended use of the system, the electrical loads to be connected, and any future expansion plans. The system must be designed to minimize voltage drop and ensure adequate protection against overcurrent and short circuits.

Installation: All low voltage wiring must be installed by qualified personnel in accordance with the manufacturer's instructions and applicable codes and standards. Wiring must be properly supported and protected against physical damage. Install the cable without violating the bending radius and pulling tension recommended by the manufacturer. All installations shall be performed in a workman like condition. All cables shall be marked and labeled for identification purposes. Low Voltage Wire may be either supplied by the Contractor or by the Town at its discretion.

Testing: Upon completion of the installation, the low voltage wiring system must be tested to verify that it is functioning properly and meets all applicable codes and standards. Testing must include continuity, insulation resistance, and polarity checks.

Documentation: A complete set of as-built drawings and documentation must be provided upon completion of the installation, including a detailed description of the system, a list of all components used, and test results.

ITEM 412
INSTALL LOW VOLTAGE NETWORK WIRING

4. METHOD OF MEASUREMENTS

Low Voltage Wiring will be measured per pull (EA.) of wire depending on the final installed length.

4. BASIS OF PAYMENT

The unit price bid per pull shall include all labor and additional equipment necessary to install the Low Voltage Network Wiring, end terminals, wall plates, and any shield grounding.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
412A	INSTALL LOW VOLTAGE WIRING (0 TO 150 FEET)	EA
412B	INSTALL LOW VOLTAGE WIRING (151+ FEET)	EA

FORM OF BID

SUPPLY AND INSTALL LOW VOLTAGE WIRING FOR TOWN FACILITIES
CONTRACT NO. DPD 1-24

ITEM	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	QTY.	TOTAL (IN NUMBERS)
411OE	EA	SUPPLY CAT5E OUTDOOR ETHERNET CABLE (1,000 FEET BOX): <div> <div></div> <div>For: Dollars Cents</div> </div>	3	
411ER	EA	SUPPLY CAT6 ETHERNET RISER CABLE (1,000 FEET BOX): <div> <div></div> <div>For: Dollars Cents</div> </div>	15	
411EP	EA	SUPPLY CAT6 ETHERNET PLENUM CABLE (1,000 FEET BOX): <div> <div></div> <div>For: Dollars Cents</div> </div>	15	
412A	EA	INSTALL LOW VOLTAGE WIRING (0 TO 150 FEET): <div> <div></div> <div>For: Dollars Cents</div> </div>	100	
412B	EA	INSTALL LOW VOLTAGE WIRING (150+ FEET): <div> <div></div> <div>For: Dollars Cents</div> </div>	50	

ITEM	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	QTY.	TOTAL (IN NUMBERS)
413	EA	HOURLY RATE FOR MISCELLANEOUS WORK: _____ For: Dollars Cents	200	
414	EA	HOURLY RATE FOR BUCKET TRUCK (MIN. 4 HRS.): _____ For: Dollars Cents	80	
415	EA	HOURLY RATE FOR FIBER TERMINATION AND SPLICING: _____ For: Dollars Cents	40	
TOTAL BASE BID		TOTAL BASE BID IN WORDS: _____ <i>For: Dollars Cents</i>		IN NUMBERS:

NOTES:

1. Lump sum bid includes all necessary material, plus cost for delivery, installation, insurance, overhead, and profit as required to satisfactorily construct the project as indicated within the contract documents.
2. Where the bid sheet includes a fixed bid amount, the Bidder shall bid the indicated amount. Failure to comply with the pricing requirement will result in the Owner correcting the bid amount to the fixed bid amount. This corrected price will be used for determining the total bid amount.
3. For lump sum bids, a schedule of values must be supplied for the intent of payments and in the event that work may be either added or subtracted from the project. This SOV must be approved prior to the start of construction.

4.0 FORM OF THE BID

4.1 BID VALIDATION: Bidder shall write in the space provided the Bidders total bid price for completing the Project as scoped and specified under the referenced Project Title and Bid number.

4.2 BID PRICE:

TOTAL BASE BID PRICE: IN NUMERICAL FIGURES: \$_____

IN WORDS: _____

LEGAL NAME OF PERSON, FIRM OR CORPORATION MAKING THIS BID:

SEAL

DATED:_____

4.0 FORM OF BID (CON'T)

TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

MADE BY

NAME OF
BIDDER _____
(Individual, Firm or Corporation, as case may be)

IF BIDDER IS AN INDIVIDUAL, FILL IN THE FOLLOWING BLANKS

Residence
Address _____ Telephone _____

Business
Address _____ Telephone _____

IF BIDDER IS A FIRM, STATE HERE THE NAME AND
RESIDENCE OF EACH MEMBER

Partner's Name	Residence
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS

Organized under the laws of the State of _____

Name and Address of
President _____

Name and Address of Vice-
President _____

Name and Address of
Secretary/Treasurer _____

5.0 DISCLOSURE AFFIDAVIT

STATE OF :
 COUNTY OF : SS:

That in connection with the above referenced number _____ for
 _____, I,

 the *(applicant herein, (an officer or agent of the corporate applicant, namely its
 _____)), (swears or affirms under the penalties of perjury
 that no other person will have any direct or indirect interest in the bid proposal
 except _____

(in case of corporations, all officers of the corporation and stockholders owning more than 5% of
 the corporation stock must be listed. Use attached sheet, if necessary.)

That *(I am not) (none of the officers or stockholders are) related to any officer or employee
 of the Town of Islip, except

That there is not any state or local officer or employee or a member of the Board of
 Commissioners of a local public authority or other public corporation within the county (exclusive
 of a volunteer fireman or civil defense volunteer) interested in such corporation.

 Signature

On the _____ day of _____, _____, before me

the undersigned, personally appeared
 personally known to me or proved to me on the basis of satisfactory evidence to be the
 individual(s) 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 the
 individuals, acted, executed the instrument.

 Notary Public

**NOTE: Individuals employed by the Town of Islip or any other municipality are not prohibited from
 submitting bids on contracts. They must, however, reveal that employment when they do bid.**

Please cross out phrase not appropriate and will invalidate Bidders Bid response.

Name: _____

Address: _____

The above named bidder affirms and declares:

1. That said bidder is of lawful age and the only one interested in this bid and that no person, firm or corporation other than herein above named has any interest in this bid or in the contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Suffolk, or the Town of Islip upon debt of contract, and is not a defaulter, as surety or otherwise, upon any obligation to said County, or Town.

4. That he has carefully examined the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may in any way affect the work or its performance.

5. That said bidder understands that the quantities of work under the various items in the Form of Bid are approximate and are solely for the purpose of facilitating the comparison of bids.

6. That in case of any discrepancy between the price in work and that in figures, the price in words will be considered the price bid.

7. Any discrepancies in quantities which are discovered either before or after bid award shall be immediately brought to the Engineer's attention. Work performed in excess of contract amounts must be pre-approved by the Town.

8. On acceptance of this bid, the undersigned binds himself or themselves to enter into written contract with the TOWN OF ISLIP not later than ten (10) days after the date of notice of the acceptance of his bid and to furnish the required security for faithful performance of the terms of the said contract and the insurance as required by the Information for Bidders, and to process the work diligently so as to complete all the work required under this contract within the specified time of completion.

9. In default of the performance of any of the conditions to be performed by the person or persons making this bid, the undersigned bidder agrees that the certified check or bid bond which is herewith deposited with the Town of Islip shall be paid and delivered to the Town of Islip as liquidated damages for such default. The certified check or bid bonds of all but the three lowest bidders will be returned within three days after award of the bids; the certified checks or bid bonds of the remaining unsuccessful bidders will be returned within 48 hours after the execution of a contract between the Town and the successful bidder; the certified check or bid bond of the successful bidder will be retained until the filing and approval of the performance bond and until the completion of 10% of the work under the contract.

10. That said bidder understands that imbalancing the bid in any of the unit prices will be cause for rejection of the bid.

11. The undersigned bidder also declares that he has carefully examined and fully understands the Notice to Bidders, the Information for Bidders, the Form of Bid, the Form of Contract, the Specifications and Plans, & he hereby proposes to furnish all labor, supervision, materials, equipment and incidentals necessary to do all the work required to finish and complete within the time specified, for the construction of the **SUPPLY AND INSTALL LOW VOLTAGE WIRING FOR TOWN FACILITIES** in accordance with the prices given herein at his own cost and expense, and in a first-class manner and in accordance with Plans and Specifications. Notice to Bidders and Instruction to Bidders are a part of the Contract to such extent as they relate or govern the obligations herein proposed to be assumed, and in accordance with the Plans and Specifications of the Town Engineer, such other drawings, detailed directions or instructions as he may from time to time give.

Signature: _____

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AFFIDAVIT OF NON-COLLUSION

STATE OF NEW YORK)
)SS:
COUNTY OF)

As per Chapter 751 of the Laws of 1965, an amendment to the General Municipal Law sponsored by the New York State Department of Law, all bids, proposals, and contracts awarded or accepted by the Municipality must contain a statement of non-collusion. By submission of this bid or proposal, the bidder certifies that:

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with a competitor or potential competitor;
- (B) 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;
- (C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- (D) The person signing this bid or proposal certifies that he has 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.
- (E) A certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder is as follows:

Resolves that _____ be

(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project:

CONTRACT NO. DPD 1-24

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - D of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate such corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
corporation at a meeting of its board of directors held on the _____day of
_____20_____.

(Seal of the Corporation)

Legal name and address of person, firm or corporation making this bid:

Name _____

Address: _____

Date: _____

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NOTES:

- 1. Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm, who must sign his own name immediately thereunder, as:_____ partner.
- 2. Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matter stated in the bid, and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- 3. The bid must be sworn to by the person signing it, using one the appropriate forms of acknowledgment which follow.
- 4. The bidder shall date the Form of Bid, fill in all blank spaces and complete the "Questionnaire" which follows, as part of the bid.
- 5. In case of any discrepancy in the bidder's extensions or total, the Commissioner's computation of extensions and totals will govern.

(Signature)

Subscribed and sworn to before me this_____day of_____, 20_____

Notary Public

6.0 CERTIFICATION

The undersigned hereby certifies that:

1. S/He is the contractor in the annexed contract or is a/an partner/officer/director of the partnership/corporation named therein duly authorized to execute this certification.
2. By executing this document, contractor certified to the Town of Islip that:
 - a. Contractor is aware of the provisions of the Federal Immigration and Nationality Act, including 8 U.S.C.A. 1324-A, which prohibits the employment of unauthorized aliens; and
 - b. Contractor is in compliance with same;
3. Contractor is aware that the Town of Islip will rely on this certification in entering into the aforesaid agreement.
4. Contractor is aware that a violation of the provisions of the aforesaid Immigration and Nationality Act shall result in a material breach of this agreement and shall further result in Contractor being ineligible to participate in any Town of Islip bids for a period of one (1) year and from holding any contracts with the Town of Islip for said period.

Dated: _____

SIGNATURE: _____

NAME OF SIGNATORY (print): _____

NAME OF CONTRACTOR (print): _____

7.0 ACKNOWLEDGMENT OF PRINCIPAL

STATE OF NEW YORK, COUNTY OF SUFFOLK, SS:

On the _____ day of _____, _____, before me
the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within THIS 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 the individuals, acted, executed the instrument.

Notary Public

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CERTIFICATION OF COMPLIANCE – LABOR REGULATIONS

The Contractor named below certifies compliance with all applicable labor laws and regulations of the State of New York and the United States of America including the following:

1. **Prevailing Wage Rate**

The Contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York.

- Where delivery and installation of material is required, the Contractor agrees to comply with Article 8- Public Work, of the NYS Labor Law and its current prevailing wage schedule.
- Where delivery in place is required, the contractor agrees to comply with Article 9, Prevailing Wages for Building Service Employees, of the NYS Labor Law and its current prevailing wage schedule.
- The Contractor acknowledges their obligation and agrees to furnish Certified Payrolls with each and every invoice requesting payment to the Town of Islip Department that utilized the services of the Contractor. Filing of the required Certified Payrolls is a condition of payment. No payment will be made to the Contractor without receipt of the required Certified Payrolls.
- The Contractor and all Subcontractors agree to provide written notice to all laborers, workers, or mechanics of the prevailing wage rate for their particular job classification on each pay stub.* The Contractor and Subcontractors also agree to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the New York State Department of Labor and a statement informing laborers, workers, or mechanics of their right to contact the Department of Labor if he/she is not receiving proper prevailing wage rates and/or supplements for his/her particular job classification.

**In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.*

2. **Social Security Taxes**

The Contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

3. **Labor Laws**

The Contractor certifies compliance with all the provisions of laws in the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulations, the General Municipal Law, the Workers Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, and any and all regulations promulgated by the State of New York, insofar as the same shall be applicable to the contract awarded to the contractor

Sworn to before me this ____ day of _____ 20__

Notary Public, _____ County.

Signature & Company Position

Print Name and Company Position

Company Name

Date

QUESTIONNAIRE

Name, address, telephone and fax number of bidder:

Bidders will furnish the following information. List only similar types of work performed.

REFERENCE NO. 1

FOR WHOM WORK PERFORMED: _____

CONTRACT AMOUNT: _____

ON-SITE AGENCY REPRESENTATIVE & TELEPHONE NO.: _____

DATE OF COMPLETION: _____

REFERENCE NO. 2

FOR WHOM WORK PERFORMED: _____

CONTRACT AMOUNT: _____

ON-SITE AGENCY REPRESENTATIVE & TELEPHONE NO.: _____

DATE OF COMPLETION: _____

REFERENCE NO. 3

FOR WHOM WORK PERFORMED: _____

CONTRACT AMOUNT: _____

ON-SITE AGENCY REPRESENTATIVE & TELEPHONE NO.: _____

DATE OF COMPLETION: _____

NEW YORK LABOR DEPARTMENT STANDARDS: Any complaints on wages?

____ Yes ____ No

Bidders will answer the following questions:

1. Have you failed to complete any work awarded to you? _____

If yes, state where and why. _____

2. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____ If yes, state name of individual, other organization and reason.

3. Has any other or partner of your organization ever failed to complete a construction contract handled in his/her own name? If yes, state name of individual and reason. _____

4. **Within the last ten years**, has any legal action, criminal or civil, ever been commenced by the Town, any Municipality or by any other Governmental Entity/Agency against the corporation or against any other legal entity or subsidiary associated with the bidder, or has any legal action criminal or civil, been commenced against any officer, principal, member, partner or employee 1) of the bidder, or 2) of the other legal entity/subsidiary associated, presently or within the last ten years, regarding a municipal contract or interaction with a municipality?

Yes _____, No _____

If yes, identify the parties to the legal proceeding(s) and indicate the nature of the legal action.

5. In what other lines of business are you financially interested in?

6. The work, if awarded to you, will have the personal supervision of whom?

Name _____ Title _____

Name _____ Title _____

7. Do you have, or can you obtain sufficient men and equipment to complete the work required by "Information for Bidders" and complete the work within the time allotted? _____
8. Name the surety company to whom you intend to apply for a performance bond.

9. What Long Island units of government can you give as references?

10. In emergencies, either day or night, what telephone number(s) should be called for immediate action and supervision?
DAY _____ Contact Person _____
NIGHT _____ Contact Person _____
11. Are you a NYS Certified Minority or Women owned business (MWBE) or Small Business (SB)? Yes____No____if so, circle which you are (MWBE) (SB)

Dated at _____ this _____ day of _____, 20____

Name of Company

By: _____
Person Signing

Title of Person Signing

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Form of Affidavit where Bidder is an Individual

STATE OF NEW YORK)
)SS:
COUNTY OF)

_____ being duly sworn, says: I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true.

(Signature of person who signed the bid)

Subscribed and sworn to before me this _____
day of _____ 20____.

Notary Public

Form of Affidavit where Bidder is a Partnership

STATE OF NEW YORK)
)SS:
COUNTY OF)

_____ being duly sworn, says: I am a member of _____. The firm described in and which executed the foregoing bid. I subscribed the name of such firm thereto on behalf of said firm, and the several matters therein stated are in all respects true.

(Signature of person who signed the bid)

Subscribed and sworn to before me this _____
day of _____ 20____.

Notary Public

Form of Affidavit where Bidder is a Corporation

STATE OF NEW YORK)
)SS:
COUNTY OF)

I, _____ being duly sworn, says: I am the
_____ of _____, the above- named
corporation, whose name is subscribed to and which executed the foregoing bid. I reside at

_____, in the town of _____, State of
_____.

I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of person who signed the bid)

Subscribed and sworn to before me this _____
day of _____ 20_____.

Notary Public

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8.0 FORM OF BID BOND**THIS PAGE IS AN EXAMPLE ONLY AND NOT TO BE USED**

Know ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal; and _____ as Surety, are hereby held and firmly bound unto the Town of Islip for the payment of which, in the penal sum of _____

for the payment of which, well and true to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Town, a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for _____

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate
(b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Contractor's Name

Contractor's Signature, (Principal)

SEAL

BY: Insurance Co. _____

FORM OF CONTRACT

9.0 FORM OF CONTRACT**SUPPLY AND INSTALL LOW VOLTAGE WIRING FOR TOWN FACILITIES
CONTRACT NO. DPD 1-24**

TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

DATED _____, BY AND BETWEEN THE
TOWN OF ISLIP A MUNICIPAL CORPORATION (herein called the "Town,")and _____
(herein called the "Contractor").

WITNESSETH, that the Town and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

1. **CONTRACT DOCUMENTS AND DEFINITIONS:** The Advertisement for Bids, Information for Bidders, Form of Bid, Questionnaire, Form of Contract, Special Conditions, Specifications and Plans, together with any Addenda, shall form part of this contract, and the provisions thereof shall be binding upon the parties thereto, as if they were herein fully set forth. The Table of Contents, titles, heading, headlines and marginal notes contained herein are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this contract, the plans, special conditions, specifications and addenda, the advertisement for bids, information for bidders, form of bid, and questionnaire. In case of any conflict or inconsistency between the provisions of the contract and those of the specifications, the provisions of this contract shall govern.

WORK: The term "Work" as used herein, refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the complete project and includes all plans, labor, material, supplies, equipment and carrying out and completion of the terms of this contract. The term "work performed" shall be construed to include material delivered to any satisfactorily incorporated in the work.

EXTRA WORK: The term "extra work", as used herein, refers to and includes all work required by the Town, which in the judgment of the Engineer involves changes in or additions to work required by the Plans and Specifications and any addenda in their present form and which is not covered by a specific unit price in the Form of Bid.

SUBCONTRACTOR: The term "subcontractor" shall mean any person firm, or corporation supplying labor and material for work at the site of the project, but not including the parties to this contract.

ENGINEER: In the performance of the work, the Town shall be represented by the TOWN ENGINEER, THE ENGINEERING DIVISION, TOWN OF ISLIP (hereinafter called the "Engineer or Town Engineer").

ARCHITECT, STRUCTURAL ENGINEER, MECHANICAL ENGINEER: See title block on project drawings.

NOTICE: The term "Notice", as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at the last known business address of the person, firm or corporation for whom intended, or to his, their, or its duly authorized agents, representatives, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States Mail box.

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Town Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved, or acceptable to, or satisfactory to, or in the judgment of the Town Engineer.

2. SCOPE OF THE WORK: SUPPLY AND INSTALL OF LOW VOLTAGE DATA WIRING AT TOWN FACILITIES LOCATED ACROSS THE TOWN OF ISLIP. THE CONTRACTOR WILL BE RESPONSIBLE TO INSTALL INDOOR AND OUTDOOR CABLING AND PROVIDE PROPER TERMINATION OF ALL CABLING TO FACILITATE CONNECTION TO THE TOWN'S DATA NETWORK. CONTRACTOR SHOULD ALSO HAVE THE CAPABILITIES TO PROPERLY INSTALL AND TERMINATE FIBEROPTIC CABLE AS WELL.

3. COMPENSATION TO BE PAID BY THE CONTRACTOR:

(A) Agreed Prices: It is understood and agreed that the Contractor will accept as payment in full, the summation of products of the actual quantities in place upon the completion of the work, as determined by the Engineer's measurements, by the unit prices bid, no allowance being made for anticipated profit or for reason of variations from the estimated quantities set forth in the Form of Bid.

(B) Extra Work: The Town may, at any time, by written order and without notice to the Sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows:

- (1) By such applicable unit prices, if any, as set forth in the contract; or
- (2) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the Town and the Contractor; or
- (3) If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum; then by actual net cost in money to the Contractor of the materials, permits, wages of applied labor, premiums for Workers' Compensation

Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added twenty percent (20%) as full compensation for all other items of profit, costs and expenses, including administration, overhead, superintendence insurance, insurance other than Worker's Compensation Insurance, material used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools.

4. TIME OF ESSENCE: Inasmuch as the provisions of this contract relating to the time performance and completion of the work are for the purpose of enabling the Town to operate efficiently in accordance with a predetermined program, such provisions are of the essence of this contract.

5. COMMENCEMENT OF WORK: The Contractor agrees that he will commence work immediately on and not later than 10 days after execution of the contract by both parties and that the day he commences work shall constitute the first of the consecutive calendar days allowed for completion of the entire contract work.

6. TIME OF COMPLETION: Time will be of the essence in completing the work. The successful bidder will be expected to mobilize and dedicate sufficient labor and equipment to the work so as to complete the contract within **30** Days of the notice to proceed.

The Town reserves the right to order the Contractor to suspend operations when, in the opinion of the Town, improper weather conditions make such action advisable, and to order the Contractor to resume operations when the weather and ground conditions permit.

7. LIQUIDATED DAMAGES FOR DELAY: The time limit being essential to and of the essence of this contract, the Contractor hereby agrees that the Town shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this agreement, the sum of “**\$500**”, which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages and interest on the money invested, that the Town will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion, provided, however, that the Town shall have the right to extend the time for the completion of said work.

8. EXTENSIONS OF TIME: NO WAIVER: If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to, acts of God or of the public enemy, acts or neglect of the Town, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions, or freight embargoes, the period herein above specified for completion of this work shall be extended by such time as shall be fixed by the Town. No such extension of time shall be considered a waiver by the Town of its right to terminate the contract for abandonment or delay by the Contractor as hereinafter provided, or relieve the Contractor from full responsibility for performance of his obligations hereunder.

9. CONTRACT SECURITY: The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each equal to one hundred percent (100%) of the amount of the bid as security for the faithful performance of the contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract. The performance bond shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one (1) year after the date of acceptance of the work by resolution of the Town Board.

Additional or Substitute Bond: If at any time the Town shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall cease to be adequate security to the Town, the Contractor shall within five (5) days after notice for the Town to do so, substitute acceptable bond in such form and sum, and signed by such other surety as may be satisfactory to the Town, the premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due; nor shall be made until the new surety shall have been qualified.

10. CONTRACTOR'S INSURANCE

Prior to commencement of any work under this contract, and until completion and final acceptance of the work by the Town of Islip, the Contractor shall, at its sole cost and expense, procure and maintain the following insurances. The Contractor agrees to have the Town of Islip named as an "additional insured" on all of the Contractor's insurance policies, with the exceptions of Workers' Compensation and New York State Disability Insurance.

The Contractor's insurance coverage shall:

- Be from an insurer with an A.M. Best rating of A-X or higher that is authorized to conduct business in New York State;
- Be PRIMARY AND NON-CONTRIBUTORY (the Town's insurance, if any, shall be excess to the Contractor's insurance);
- List the Town of Islip as an additional insured by using endorsement CG 20 10 11 85 or its equivalents; and
- The certificate of insurance must describe the specific service(s) and site(s) of the work.

The Contractor agrees not to commence any work until the Town of Islip has reviewed and approved all the Contractor's insurance coverage that is required under this contract.

1. Commercial General Liability insurance using an industry standard unmodified coverage form with limits no less than \$2,000,000 general aggregate (other than products-completed operations), \$1,000,000 per occurrence, \$1,000,000 for personal and advertising injury, and \$2,000,000 products-completed operations aggregate.

Contractor's insurance coverage shall include a per project aggregate, blanket contractual liability, Contractor's protective liability, broad form property damage, and X, C, and U hazard if any underground work is to be done. Contractor's insurance shall protect its employees and any subcontractor performing work covered by this contract from claims for personal injury (including accidental death) and claims property damage which may arise from operations under this contract, whether such operations be by the Contractor, its employees, or any subcontractor or its employees. Contractor's insurance shall not contain any exclusion for subcontractors or anyone for whose acts any subcontractor may be held liable.

2. Owner's Protective Liability insurance for and on behalf of the Town of Islip with limits no less than \$1,000,000 for all damages arising out of bodily injury to, or death of, two or more persons in any one accident and \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, with a total limit of \$2,000,000 for all damages arising out of injury to or destruction of property during the policy period.

Such coverage must fully cover the liability of the Town of Islip as owner and must not be affected if the Town performs work in connection with the project either for, or in cooperation with, the Contractor, or if the Town or the Town directs or supervises the work to be performed by the Contractor.

3. Comprehensive Automobile Liability insurance for owned, leased, and hired vehicles with limits no less than \$1,000,000 combined single limit for each accident, including bodily injury and property damage liability.

If the Contractor is removing/transporting hazardous waste (asbestos, lead or other hazardous materials), its automobile policy shall provide pollution liability broadened coverage (ISOCA 9948 or equivalent) as well as proof of MCS 90.

4. Workers' Compensation and Employer's Liability insurance, including occupational disease, covering all of the Contractor's employees, with Employer's Liability limits no less than \$500,000/\$500,000/\$500,000.

5. Disability Benefits insurance, including occupational disease, covering all of the Contractor's employees.

6. Excess or Umbrella Liability with limits no less than \$5,000,000.

Failure to obtain and maintain any of the foregoing insurances shall constitute a material breach of this contract.

Subcontractor's Insurance

The Contractor understands and agrees that if it hires any subcontractors to perform work on its behalf, it shall be the affirmative duty of the Contractor to ensure that the subcontractors carry the same limits of insurance described herein.

Waiver of Subrogation

The Contractor hereby waives all rights of subrogation that the Contractor may have against Town of Islip with respect to its Commercial General Liability, Comprehensive Automobile Liability, Excess or Umbrella Liability coverage, and Employer's Liability insurance maintained per the requirements set forth above.

Deductibles

Contractor agrees to indemnify the Town of Islip for any applicable deductibles and self-insured retentions for claims arising out of or resulting from the work covered by this contract, including work performed by subcontractors or anyone for whose acts any subcontractor may be held liable. If Contractor maintains a self-insured retention on its primary liability coverage, the Town of Islip shall be entitled to a line of credit or a bond to satisfy such retention until completion of the project.

11. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the Town of Islip with certificates of insurance for each type of insurance required naming the Town as "additional insured" and an affidavit of insurance in a form to be provided by the Town. All certificates and insurance policies shall bear the policy numbers, expiration dates, and the limits of liability thereunder and shall be endorsed to provide the Town with written notice of a change or cancellation in coverage at least thirty (30) days prior to the actual date of such change or cancellation. The Contractor shall also be responsible for providing the Town with written notice of a change or cancellation in coverage at least thirty (30) days prior to the actual date of such change or cancellation.

The Town of Islip may request proof of insurance during the term of this contract including but not limited to policies, endorsements, certificates of liability, and/or affidavits as to the existence and authenticity of insurance policies, and the Contractor shall promptly furnish full and complete copies of same to the Town upon request. Failure to obtain and maintain the insurance set forth herein shall constitute a material breach of this contract.

12. COMPLIANCE WITH LABOR LAW AND NEW YORK STATE RULES AND REGULATIONS

The Contractor agrees to comply with all the provisions of the New York State Labor Law ("Labor Law") and any and all amendments thereto and all applicable rules and regulations promulgated by the New York State Department of Labor.

Section 220 of the Labor Law provides: that no laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in cases of extraordinary emergency including fire, flood or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week, except in such emergency; that the wages to be paid for a legal day's work as hereinbefore defined, to laborers, workers or mechanics upon the work called for under this contract or upon any material used upon, or in connection herewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, workman or mechanic employed by the Contractor, shall be paid the wages herein provided.

Section 220-a of the Labor Law provides that before payment is made by or on behalf of the State or any city, county, town or village or other civil division of the State of any sums on account of a contract for a public improvement, it is the duty of the Comptroller, or the financial officer of the Municipal Corporation, to require the contractor and each and every subcontractor to file a verified statement in writing, in satisfactory form, attesting to the amounts then due and owing to any and all laborers for daily and weekly wages on account of labor performed upon the work of the contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively.

Section 220-b of the Labor Law provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the contract was entered into, or if for any reason it may be deemed advisable, the Comptroller of the State or financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof of the sums or sum admitted by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220-c of the Labor Law provides that any contractor or subcontractor who shall upon his oath verify any statement required to be filed under the Labor Law, which is known by him to be false, shall be guilty of perjury and punishable as provided by the penal law.

Section 220-d of the Labor Law provides that the advertised specifications for every contract for the construction, reconstruction, maintenance, and/or repair of highways to which the state, county, town and/or village is a party shall contain a provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner [now Commissioner of Labor], to the laborers, workingmen, or mechanics employed in the performance of the contract, either by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, and the contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such contract, less than such stipulated minimums shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment, for a second offense by a fine of One Thousand Dollars (\$1,000) and in addition thereto, the contract on which the violation has occurred shall be forfeited, and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the contractor has been convicted of second offense in violation of the provisions of this section.

The minimum wage rates established by the Commissioner of Labor, State of New York, for this contract are set forth hereinabove, as part of the "Information for Bidders".

Section 220 of the Labor Law further provides that every contractor and subcontractor shall submit to the department of jurisdiction within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, subscribed and sworn to as true under penalties of perjury. The Contractor shall be required maintain such payroll records and submit them to the Town of Islip.

If this contract concerns construction and/or excavation near underground facilities, the Contractor shall familiarize itself and conform with the provisions of Article 36 of the General Business Law of the State of New York and Part 753 of Title 16 of the Compilation of Codes, Rules and Regulations of the State of New York ("Protection of Underground Facilities").

13. QUALIFICATIONS FOR EMPLOYMENT: No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. Further, Contractor should be aware of the provisions of the Federal Immigration and Nationality Act, including 8 U.S.C.A. 1324, which prohibits the employment of unauthorized aliens. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health and safety of others, shall be employed to perform any work on this project; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons, otherwise employable, where each person may be safely assigned to work which they can ably perform.

14. NON-DISCRIMINATION: In accordance with Section 220-e. of the Labor Law of the State of New York, if this Contract be a Contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, this contract specifically contains provisions wherein the contractor agrees:

(A) In hiring of employees for the performance of work under the contract or any subcontract thereunder, or for the manufacture, sale or distribution of materials, equipment or supplies pursuant to the contract, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(B) No contractor, subcontractor, nor any person on its behalf shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contract on account of race, creed, color, sex or national origin.

(C) There may be deducted from the amount payable to the contractor by the State under the contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.

(D) The contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions or this section of the contract, and

(E) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

15. ESTIMATES AND PAYMENTS:

(A) Monthly: At the end of each calendar month during the progress of the work, the Town Engineer shall make an approximate estimate of the work satisfactorily done, based upon the prices set forth in the Form of Bid. In consideration of the work done, the Town will pay or cause to be paid to the Contractor the amount estimated by the Town Engineer as due him less Five percent (5%). The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Town, or any work so estimated and paid for. The five percent (5%) of the amount of the monthly estimate unpaid will be retained by the Town as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the contract and specifications, and against any damages caused the Town by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained.

(B) Final Estimate: One month after the completion and acceptance of the work as specified and contracted for, the Town Engineer will make a final estimate of all the work done. Thereafter, the Town will pay the full amount, less any prior payment, less any amounts retained to complete the work according to the provisions of the specifications, less any money paid by the Town by reason of said Contractor having failed to carry out faithfully and completely all the obligations and requirements herein contained. Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made, will the Contractor be relieved from the obligations assumed in the contract.

(C) Measurement of Payment: The Town Engineer shall make due measurement of the work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under, and by virtue of this agreement and shall be taken as the full measure of compensations to be received by the Contractor. When requested by the Contractor, the Town Engineer shall measure, re-measure or re-estimate any portion of the work but the expense of such re-measurement or re-estimating shall, unless material error be proven, be paid for by the Contractor.

No payments will be made for materials delivered to the site which have not been incorporated into the work.

16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE: The Contractor understands and agrees that its acceptance of the final payment due under this contract shall operate as a release to the Town of Islip from all claims and liabilities to the Contractor for all things done or furnished in connection with the work performed under this contract and for all acts, omissions, or negligence of the Town in connection with such work. No payment—final or otherwise—shall operate as a release to the Contractor or its sureties from any obligations under this contract or performance bond furnished in connection herewith.

17. CONSTRUCTION REPORTS: The Contractor shall submit to the Town Engineer prior to commencing any work under this contract, a detailed schedule and plan of operations indicating the manner in which the Contractor proposes to prosecute the work, and a time schedule therefore. Such schedules are not intended to bind the Contractor to a predetermined plan or procedure, but rather to enable the Town Engineer to coordinate the work of the Contractor with work required of, and to be performed by others. The detailed schedule shall include a list of the Subcontractors and material suppliers he proposes to use on the work.

The Contractor shall furnish the Town Engineer with periodical estimates for partial payments as required elsewhere in the contract documents and in addition thereto will furnish the Town Engineer with a detailed estimate for final payment.

Prior to being eligible to receive final payment under this contract, the Contractor shall furnish the Town Engineer with substantial proof that all bids for services rendered and materials supplied have been paid.

The enumeration of the above reports in no way relieves the Contractor of this responsibility under existing federal or state laws of filing such other reports with agencies other than the Town as may be required by such existing laws or regulations.

NOTE: AS WITH ALL REQUISITIONS FOR PAYMENT, THE REQUEST FOR FINAL PAYMENT MUST BE ACCOMPANIED WITH A COMPLETE CERTIFICATION OF PAYROLL.

18. INSPECTION AND TESTS: All material and workmanship shall be subject to inspection, examination and test by the Town Engineer and other representatives of the Town at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make any tests required by the Town Engineer and/or required by the Town Engineer and/or required by the specifications.

If at any time before final acceptance of the entire work, the Town Engineer considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any Subcontractor or if any work shall be covered over without the approval or consent of the Town Engineer, whether or not the same shall be defective, the Contractor shall be liable for the expense for such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of or designated by the Town. Satisfactory documentary evidence that the material has passed the required inspection and tests must be furnished to the Town Engineer prior to the incorporation of the material in the work.

Any rejected work will be removed from the site of the project completely at the expense of the Contractor.

19. PLANS AND SPECIFICATIONS INTERPRETATION: The Contractor shall keep at the site of the work one copy of the plans and specifications signed and identified by the Town Engineer. In case of any conflict or inconsistency between the plans and specifications, the specifications shall govern. Any discrepancy between the figures and drawings shall be submitted to the Town Engineer, whose decision thereon shall be conclusive.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT: Should the Contractor encounter subsurface conditions at the site, materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Town Engineer of such conditions, before they are disturbed; the Town Engineer shall thereupon promptly investigate the conditions and if he finds that they materially differ from those shown on the plans or indicated on the specifications, he shall at once make such changes in the plans and/or specifications as he may find necessary. Any increase or decrease of cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra work and/or additional work or changes.

21. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

22. SUPERINTENDENCE BY CONTRACTOR: At the site of the work the Contractor shall give his constant, personal attention to the work or employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Town Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll. The Contractor's superintendent and foreman must be able to read and speak the English language.

23. PROTECTION OF WORK AND PROPERTY: Precaution shall be exercised at all times for the proper protection of all persons, property and work. The Contractor shall give notice to the owners of all utilities which may serve the area and request their assistance in predetermining the location and depth of the various pipes, conduits, manholes and other underground facilities. 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 law. The Contractor shall furnish entirely at his own expense any and all additional safety measures deemed necessary by the Town or its Town Engineer to adequately safeguard the traveling public.

The Contractor shall at all hours of the day safely guard and protect his own work and adjacent property from any damage and shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents or by the Town or its duly authorized representatives.

The Contractor shall provide and maintain such watchmen, barriers, lights, flares and other signals, at his own expense, as will effectively prevent any accident in consequence of his

work for which the Town might be liable. The Contractor shall be liable for all injury or damage caused by his act or neglect, or that of his employees.

The Town of Islip reserves the right to reject and bar from the facility any employee hired by the Contractor.

The Contractor shall take particular care to avoid blocking of fire hydrants, fire alarm boxes, letter boxes, traffic signals or other visible devices maintained for the use of the public.

24. REPRESENTATIONS OF CONTRACTOR: The Contractor represents and warrants:

(A) That he is financially solvent and that he is experienced in, and competent to perform the type of work involved under this contract and able to furnish the plant, materials, supplies and/or equipment to be furnished for the work; and

(B) That he is familiar with all federal, state and municipal laws, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and

(C) That such work required by these contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and

(D) That he has carefully examined the plans, specifications and the site of the work, and that from his own investigations he has satisfied himself as to the nature and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

25. PATENT RIGHTS: As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the Town Engineer for any loss on account of any infringement of any copyrighted or un-copyrighted compositions, secret process, trade secret, patented or unpatented invention, process, article or appliance furnished (including samples), supplied or used in the performance of the contract of which the Contractor is not the patentees, assignee or licensee, unless, prior to his use in the work of a particular manufacturer he notifies the Town Engineer in writing that such process is an infringement of a copyrighted or uncopyrighted composition, secret process, trade secret, patented or unpatented invention, process, article or appliance furnished.

26. AUTHORITY OF THE ENGINEER: In the performance of the work the Contractor shall abide by all orders and direction and requirements of the Town Engineer and shall perform all work to the satisfaction of the Town Engineer, at such time and places, by such methods, and in such manner and sequence as he may require. The Town Engineer shall determine the amount, quality, acceptability, and fitness of all parts of the work, shall

interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Town Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents of particular instances in which the opinion, judgment, discretion or determination of the Town Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval, or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be governed and so performed.

27. CHANGES AND ALTERATIONS: The Town Engineer reserves the right to make alterations in the location, line, grade, plan, form or dimensions of the work, or any part thereof, either before or after the commencement of the construction. If such alterations diminish the amount of work to be done no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work such increases shall be paid for according to the quantity of work actually done and at the prices for such work as contained in the schedule of prices.

28. CORRECTION OF WORK: All work and all materials whether incorporated into the work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to the inspection of the Town Engineer who shall be the final judge of quality, materials, processes of manufacture and methods of construction suitable for the purpose for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good and replaced and/or corrected as the case may be, by the Contractor at his own expense.

If, in the opinion of the Town Engineer, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Town Engineer shall be equitable.

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship, and agrees to correct any defects which may appear within one year following the final completion of the work. Neither the acceptance of the completed work nor payments therefore, shall operate to release the Contractor or his sureties from any obligations under or upon this contract or the performance bond.

29. WEATHER CONDITIONS: In the event of temporary suspension of the work, or during inclement weather, or whenever the Town Engineer shall direct, the Contractor will and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Engineer, any work or materials shall have been damaged or injured by reason of the failure on the part of the Contractor or any of his Subcontractors to protect its work, such work and materials shall be removed and replaced at the expense of the Contractor.

30. THE TOWN'S RIGHT TO WITHHOLD PAYMENTS: The Town may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the Town, be necessary:

(A) To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

(B) To protect the Town from loss due to defective work not remedied; or

(C) To protect the Town from loss due to injury to persons, or damage to the work or property, or their contractors or Subcontractors, or other, caused by the act or neglect of the Contractor or any of his Subcontractors the Town shall have the right as agent for the Contractor to apply such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

(D) In any case, where a question of non-performance of a Contractor arises, payment may be withheld in whole or in part at the discretion of the Engineer.

(E) Should any of the above four situations (a,b,c,d) arise, and the amount finally be paid, a cash discount originally offered may be taken by the Town of Islip as if no delay in payment had occurred.

31. THE TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT: Without prejudice to any other right or remedy it may have, the Town may, by seven (7) days' written notice to the Contractor, terminate the employment of the Contractor and its rights to proceed either as to the entire work or as to any portion thereof (at the option of the Town), and the Town may take possession of the work and complete the work in whatever such manner as the Town may deem expedient, if one or more of the following events occurs:

a) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or

b) A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not stayed on appeal within the said 20 days; or

c) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workers or proper materials; or

d) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or

- e) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or
- f) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provisions of this contract; or
- g) The Contractor shall allow any insurance coverage or Performance Bond required herein to lapse; or
- h) The Contractor shall materially breach any term or condition of this Contract; or
- i) The Town of Islip determines it is in the best interest of the Town to do so.

In any such event, the Contractor shall not be entitled to receive any further payment until the work required by the contract is complete. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess. If the right of the Contractor to proceed with the work is terminated, the Town may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefor. If the Town does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

32. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT: If the work shall be stopped by order of the court or any other public authority for a period of three months without act or fault of the Contractor or any of his agents, servants, employees or Subcontractor the Contractor may, upon (10) days' notice to the Town discontinue his performance of the work and/or terminate the contract, in which event the liability of the Town to the Contractor shall be determined as provided in paragraphs immediately preceding, except that the Contractor shall not be obligated to pay the Town an excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the Contractor hereunder.

33. RESPONSIBILITY FOR WORK: The Contractor agrees to be responsible for the entire work embraced in this contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause either by act of commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the Town, and that such removal and replacement will be performed immediately on the requirements of the Town Engineer, notwithstanding the fact that it may have been overlooked by the proper inspector, and

partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the Town Engineer at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

34. USE OF PREMISES AND REMOVAL OF DEBRIS: The Contractor expressly undertakes at his own expense:

(A) To take every precaution against injury to persons or damages to property

(B) To store this apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his Subcontractors;

(C) To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times, the site of the work shall present a neat, orderly and workmanlike appearance;

(D) Before final payment hereunder to remove all surplus materials, temporary structures, plants of any description and debris of every nature resulting from his operations.

35. DEFENSE AND INDEMNIFICATION CLAUSE: The Contractor shall assume all risks incident to, or in connection with, the work to be performed under this contract, and shall be responsible for all accidents or injuries of any kind or nature, whether to persons or property, which are caused by, result from, arise out of, or occur in connection with the work or services covered by the contract. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Islip, its officers, employees, agents, and assigns from and against any and all claims, damages, losses and/or expenses, including attorneys' fees and costs of litigation, which are caused by, result from, or arise out of the acts, omissions, negligence, or violation of law by the Contractor, any subcontractor, anyone employed directly or indirectly by them, or anyone for whose acts any of them may be liable, in connection with the work or services covered by this contract. The Contractor's indemnification obligations herein are not limited to, and shall survive independent of the limitations of any of its insurance policies.

36. FREEDOM OF INFORMATION LAW: Since the Town of Islip is a municipality; all documents related to this project may be subject to the New York State Freedom of Information Law. The Contractor shall provide the Town any and all documentation upon request. If the documents need be withheld pursuant to New York State Public Officers Law Article 6 and related case law, the Town will withhold the documents from further distribution. If no exemption applies, the Town will release the documents in accordance with all statutes, laws, ordinances and policies.

37. PROHIBITED COMMUNICATIONS: The Successful Bidder and any of its officers,

employees, agents, subcontractors and assigns are prohibited from communicating in any fashion with any entity, other than law enforcement, regarding the entirety of the subject matter of the project, including but not limited to, any work performed. Entity or person shall include, but not be limited to, the press/media, community organizations, etc. Further, all inquiries shall be directed or forwarded to the Town.

38. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY: In case of an emergency which threatened loss or injury to property and/or safety to life, the Contractor will be permitted to act as he sees fit without previous instructions from the Town Engineer. He shall notify the Town Engineer there or immediately thereafter and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the Town Engineer for approval.

Where the Contractor has not taken action but has notified the Town Engineer of an emergency indicating injury to persons or damage to adjoining property or to work being accomplished under this contract, then upon authorization from the Town Engineer to prevent such threatened injury or damage, he shall act as instructed by the Town Engineer. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work.

39. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract, shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

40. SUBLETTING, SUCCESSOR AND ASSIGNS: The Contractor shall not sublet any part of the work under this contract, nor assign any money due him hereunder without first obtaining the written consent of the Town. This contract shall insure to the benefit of and shall be binding upon the parties hereunder and upon their respective successors and assigns, but neither party shall assign or transfer his interest herein in whole or in part without consent of the other.

41. GRADES, LINES, LEVELS AND SURVEYS: The Town Engineer will furnish the Contractor with the basic horizontal and vertical controls from which the Contractor shall transfer and stake his lines and grades for the complete work and be responsible for preserving such lines and grades and for their accuracy.

The Town Engineer will establish the basic horizontal and vertical controls from which the Contractor shall transfer and stake his lines and grades for the complete work, and be responsible for preserving such lines and grades for their accuracy.

The Town Engineer will establish the basic horizontal and vertical controls at the start of the work and it shall be the responsibility of the Contractor to safeguard such controls; and if, in the opinion of the Town Engineer, these controls are damaged or destroyed, either in

whole or in part, the Contractor shall pay the cost of having the damaged controls verified, checked, corrected or replaced.

42. CONTRACT EXECUTORY: This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the Town of Islip beyond the amount of such moneys. The contract is not a general obligation of the Town of Islip. Neither the full faith and credit nor the taxing power of the Town of Islip is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

43. LOWER PRICES: Should the Contractor at any time during the term of this Contract render services or furnish materials like in character to those herein described to any other party in New York State, public or private, at lower prices than those hereinbefore mentioned, then the prices to the Town shall be reduced accordingly from the date when such prices first become effective.

44. EXTENSION: The termination date of this Contract may be extended by the Town up to sixty (60) calendar days from the normal termination of this Contract.

45. DESK SPACE: The Contractor shall provide, on the project site, suitable sheltered desk space reserved for use by the Town Engineer or his representatives. Such space shall be made available for a period extending from the start of and to the completion of the work.

46. USE OF TELEPHONE: The Contractor shall make available to the Engineer the use of a telephone on the project site for the full period of each working day. The use of such telephone shall be made available for a period extending from the start of to the completion of the work.

47. SPECIAL CONDITIONS

DEFINITIONS OF TERMS: Whenever the following words and expressions are used in these specifications, it is understood that they have the meaning defined below:

PLANS: All official drawings or reproductions of drawings, pertaining to the work or to any structure connected therewith.

SPECIFICATIONS: The body of directions, requirements, descriptions, etc. contained in this document, together with all documents of any descriptions, and agreements made (or to be made) pertaining to the methods or manner of performing the work and/or to the quantities and quality of materials to be furnished and accepted under this contract.

MATERIALS: Any approved materials acceptable to the Town Engineer and conforming to the requirements of these specifications.

WORK: All of the work proposed to be accomplished at the site of the project, and all such other work as is in any manner required to accomplish the complete project. This includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper for or incidental to the carrying out and completion of the terms of this contract. The term "work performed" shall be construed to include material delivered to and suitably stored at the site of the project.

A.S.T.M.: American Society for Testing Materials.

48. STANDARDS OR WORKMANSHIP: The apparent silence of the specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice observed in the latest current construction work is to prevail and that only material and workmanship of first quality is to be used in this connection, and all interpretations of these specifications shall be made upon this basis.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring results of the first class only. The type of labor employed by the contractor shall be such as will insure the uninterrupted continuity of the entire work, without conflict of any kind.

49. SHOP DRAWINGS:

a) Contractor shall submit with such promptness as to cause no delay in his own work, or in that of any other Contractor, three copies of all required shop or setting, drawings, schedules, diagrams, layouts, details, and data sheets, required for the work of the various trades. The Town Engineer will pass upon them with reasonable promptness as to their compliance with the current documents. When one copy of the submission is returned for correction the originals of the submission shall be corrected and three copies thereof resubmitted. This procedure shall be followed until approval of the submission is given.

When one copy has been returned marked approved, one additional copy will be required for the Town Engineer's use, one for each of the trades whose work is affected, and as many copies as required by the Contractor shall be forwarded to the Town Engineer for the affixing of the approval stamp. Only those copies having the Town Engineer's approval stamped thereon shall be used in the field. The Contractor shall keep on the job one approved copy of all shop drawings bearing the Town Engineer's approval.

b) Before submitting shop drawings for approval, the Contractor shall check the drawings of all Subcontractors for accuracy. He shall see that all work contiguous with and having a bearing on the work indicated on shop drawings is accurately and distinctly illustrated and that work shown is in conformity with contract requirements. The Contractor shall first verify all dimensions and conditions and shall be responsible for corrections of the same.

c) Shop drawings shall be dated and contain name of project, descriptive names of equipment, materials, item numbers and locations at which materials or equipment are to be installed in work. They shall be numbered consecutively and indicate all working and erection dimensions, arrangements and sectional views, necessary details, including complete information for making connections with other work, kinds of materials and finishes. Submission of shop drawings shall be accompanied by a letter of transmittal, in duplicate containing the name of project, Contractor's name, number of drawings, titles and other pertinent data.

d) The Town Engineer's approval of such drawings, schedules, diagrams, and data sheets shall not relieve the Contractor from responsibility for accuracy of such shop drawings, nor for proper fitting and construction of work, nor the furnishing of materials of work required and not indicated on the shop drawings. Approvals of shop drawings shall not be construed as approving departures from contract requirements.

50. SAMPLES: The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

Samples shall be submitted in ample time so as to prevent delay in fabrication or ordering of materials, allowing for a reasonable time for the Town Engineer to consider the samples submitted and, if necessary, to permit a resubmission of samples to the Town Engineer until approval is given.

Work material shall be furnished and executed in accordance with approved samples, in every respect. Each sample shall be labeled, bearing material, name and quality, Contractor's name, data and other pertinent data. Unless otherwise specified, samples shall be in duplicate and of adequate size to show quality, type, color, range and finish, and texture of material. Materials shall not be ordered until approval is received in writing from the Town Engineer.

51. MANUFACTURED MATERIALS: Where several materials are specified by name, the Town Engineer shall have the right before execution of the contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name or by catalog number of a company or companies, the Contractor shall furnish the article mentioned, unless approval of the Town Engineer is obtained in writing for a substitution. Should Contractor desire to substitute another material for one or more specified by name, he shall apply in writing for such permission and state credit or extra involved. He shall also provide supporting data and samples for Town Engineer's consideration.

Unless particularly specified otherwise, all manufactured articles, materials and equipment shall be applied, assembled, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and including the necessary preparation to properly install the work. Where reference is made to manufacturer's directions the Contractor shall submit such directions to the Town Engineer as required.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring results shall be such as will insure the uninterrupted continuity of the entire work, without conflict of any kind.

52. LABORATORY: The Town Testing Laboratory: The Suffolk County Department of Public Works Testing Laboratory; The Testing Laboratory of the New York State Department of Transportation in Albany, New York, or a laboratory especially designated by the Town Engineer for testing the materials to be used under the contract. Where tests are made by other than the designated laboratories, two certified copies showing correctly the chemical analysis and physical tests shall be furnished by the Town.

53. PERMITS

a. TOWN OF ISLIP: All work in connection with the installation of pipes or other underground structures of a like nature, either within or without the limits of the highway, shall follow all the provisions as contained herein together with the provisions as they apply, of the Highway Law, Road Opening, Section 149 and Section 198 Town Law, with all subsequent changes, additions, or corrections thereto.

b. SUFFOLK COUNTY: All permits required for opening county roads and making connections with county drains will be obtained by the Town. A copy of the permit which must be kept on the job at all times will be supplied to the Contractor. The Contractor will not be permitted to open any county road or make a connection to any county drain until he has been supplied with this permit.

c. STATE OF NEW YORK: The Contractor shall obtain all necessary New York State highway permits whenever the contract requires any work to be done within or upon existing State highway right-of-ways. These permits shall be obtained from the District Office in Hauppauge, prior to the performance of the work. Upon application for the permit, the Contractor will be required to supply the following:

i.) Three (3) copies of a sketch or print showing description and location of the proposed work. These prints will be supplied to the Contractor by the Town Engineer.

ii.) Contingent liability insurance for the State (in addition to his own liability insurance) shall be furnished in amounts and manner as required by the State of New York. The contingent protective liability and completed operations liability insurance policy to cover:

"The people of the State of New York and/or the Superintendent of Public Works covering liability arising with respect to all operations through highway permits by permit tee or by anyone acting by, through or for the permit tee, including omissions and supervisory acts of the State", in the amount of personal injury (including death) and property damage as required.

54. PLANS AND SPECIFICATIONS: The Contractor will be furnished five (5) sets of plans and specifications. Additional sets will be furnished at cost of reproduction. The division of the specifications into different articles is for convenience of reference only and is not intended to control the Contractor in dividing the work among Subcontractors, nor to limit the scope of the work performed by any trade, nor shall it create any contractual relationship between the Town and any Subcontractor.

55. CUTTING, PATCHING AND DIGGING: The Contractor shall do all the cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as the Town Engineer may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other Contractor save with the consent of the Town Engineer.

56. ERRORS, OMISSIONS AND DISCREPANCIES:

a) If any errors, omissions or discrepancies appear in the drawing, specifications or other documents, the Contractor shall within ten days from receiving such drawings, specifications or documents, notify the Town Engineer in writing of such errors or omissions. In the event of the Contractor's failing to give such notice he will be held responsible for the results of any such errors or omissions and the cost of rectifying the same.

b) If, in the opinion of the Contractor, any work is shown on drawings, or details or is specified in such a manner as will make it impossible to produce a first class piece of work, or should discrepancies appear between the drawings and/or specifications, he shall refer the same to the Town Engineer for interpretation before proceeding with the work. If the Contractor fails to make such reference to the Town Engineer, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner, as directed.

c) Should a conflict occur in or between the drawings and specifications and/or existing conditions, the Contractor shall be deemed to have estimated on the more expensive way of doing the work, unless he shall have asked for and obtained a decision in writing from the Town Engineer, before the submission of bids, as to which method or material will be required. The Town Engineer will determine which method will produce the results in the best interest of the Town.

57. TEMPORARY TOILET: The Contractor shall provide and maintain a sanitary temporary toilet where directed by the Town Engineer. The temporary toilet shall be

enclosed and weatherproof and kept in a sanitary condition at all times. Upon removal of the temporary outside toilet, the vault shall be disinfected, filled, and all evidence of the toilet removed from the site.

58. EQUIVALENTS: The mention of apparatus, articles or materials by trade name, and such specific description of same is made, is intended to convey to the Contractor's understanding, the degree of excellence required. An article of material which will conform substantially to the standard of excellence established and furnish an article of equivalent merit, strength, durability and appearance to perform the required functions, is deemed to be eligible for offer.

59. MAINTENANCE OF TRAFFIC: All work under this contract is to be completed within the time indicated in the contract agreement or as extended by the Town. If in the meantime it should become necessary because of the lateness of the season, or any other reason to stop the work, the Contractor shall at his own expense open proper drainage ditches, erect temporary structures where necessary, prepare the roads so there will be minimum interference with traffic, set up and maintain a competent organization, as directed by the Town Engineer, to keep the highways in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

60. FINAL SITE CLEANING: Before final payment will be approved the Contractor shall prepare the construction area as follows: All basins, manholes and pipe as constructed shall be cleaned free from accumulated construction dirt, silt, form work, etc. and all proper regulation as called for in the items of the specifications shall be complete in every detail. The Contractor shall clean all construction areas free from accumulated forms, excavation, fill, construction materials and construction shanties. All areas shall be completed in every detail and shall be broom cleaned from excess dirt and materials.

61. PROTECTION OF LAND MARKERS, TREES, SHRUBS AND PROPERTY: Wherever in the conduct of the work a monument marking a point of a public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Town Engineer. In no case shall the Contractor remove the same until the location for resetting shall have been made by the Town Engineer. All monuments or land markings exposed to view when the work is first undertaken shall be carefully preserved and the greatest care exercised to prevent injury to or disturbance of position of the same.

The unit price of all items shall include the cost of restoring to its former condition any sidewalk or curbs, as well as restoring any trees, shrubs or lawns that may be damaged during this construction. No additional payment will be made.

The Contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under this contract. Private property shall be cleaned up neatly, any damage repaired and premises restored to their original condition.

62. PROTECTION OF UTILITIES: The Contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on or adjoining the site of the work and give reasonable opportunity to and cooperation with the owners of these utilities in the work of reconstructing or altering them. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the Contractor. Any additional cost of various items of work because of these utilities shall be included in the price bid for these items.

The Town Engineer shall direct the public utility corporations to shift or remove those utility structures that may be necessary to permit the Contractor to carry out the work in accordance with the plans. The Contractor shall not remove or cause to be removed any structure or part of a structure owned by a public utility corporation without the approval of the Town Engineer.

63. The Contractor may not work during any day or part thereof which does not fall within the regular Town of Islip work week without the express consent of the Engineer. The work week shall be from Monday through Friday from 8:30 a.m. to 4:30 p.m., exclusive of holidays.

64. All work performed under this contract must conform with all Town of Islip and New York State Building and Fire Prevention Codes, the requirements of the New York Board of Fire Underwriters, and the Suffolk County Board of Health.

65. The Contractor shall follow all directions of the Engineer, as this is an active construction site/active park property. Directions shall include, but not be limited to, securing the site and safety precautions to separate the active park from the active construction site.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are the corporation have caused these presents to be signed by their duly authorized officers.

TOWN OF ISLIP

By: _____
SUPERVISOR

Date: _____

ATTEST:

CLERK, TOWN OF ISLIP

DATE: _____

COMMISSIONER
DEPARTMENT OF PLANNING & DEVELOPMENT
TOWN OF ISLIP

DATE: _____

ENGINEER, TOWN OF ISLIP

DATE: _____

CONTRACTOR

(Name of Company)

SIGNED BY (Name, Title)

DATE: _____

SEAL

SUPERVISOR

STATE OF NEW YORK) ' :
COUNTY OF SUFFOLK)

On the _____ day of _____, 2024, before me

the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
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 the individuals, acted,
executed the instrument.

Notary Public

ACKNOWLEDGMENT OF DEPARTMENT OF TOWN
EXECUTING CONTRACT

STATE OF NEW YORK) ' :
COUNTY OF SUFFOLK)

On the _____ day of _____, 2024, before me

the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
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on the instrument, the individual(s), or the person upon behalf of which the individuals, acted,
executed the instrument.

Notary Public

ACKNOWLEDGMENT BY CONTRACTOR

STATE OF NEW YORK) ' :
COUNTY OF SUFFOLK)

On the _____ day of _____, 2024, before me

the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
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Notary Public