- 2. Reject any or all proposals, for any reason, determined to be appropriate by the Town.
- 3. Award the Ductile Iron Sprinkler Main Contract to the lowest qualified proposer meeting the Town's needs as determined by the Town.

I. GENERAL

Payment:

Payment will be made within 30 days of submission of an invoice for the actual quantities of service provided accompanied by a municipal payment voucher upon completion of the work, based on the unit price bid in the proposal, which price shall include the cost of labor, all tools, equipment and materials, signage, and all else necessary therefore and incidental thereto.

Term of contract:

The contract(s) awarded pursuant to this RFP will be for time it takes to complete the work.

II. TIMELINE

The Town desires to have the Contractor commence work as soon as possible after a contract is approved by the Superintendent of Highways. Qualified firm shall submit a project schedule with their proposal.

III. PREVAILING WAGE

Vendor warrants and represents that all employees and independent contractors affiliated with or employed by such vendor or any subcontractors shall be compensated at the prevailing wage, including where applicable, wage rates mandated by the New York State Department of Labor for the work performed in any connection with any project. The Prevailing Wage Schedule for Article 8 Public Works projects will be transmitted via electronic mail.

Certified payroll must be submitted with each invoice. Payment will not be made until required information has been submitted.

Payment by the Town for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the Town and approved by the appropriate Town representative, which shall specifically set forth the services performed and the name of the contractor performing such services.

IV. <u>INSURANCE</u>

Worker's Compensation Insurance

Contractor is required and must provide proof of Workers Compensation Insurance in accordance with the provisions of the NYS Workmen's Compensation Law. Employer liability limits of a \$1,000,000.

General Liability (including operations, products, and completed operations)

\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall obtain and keep in effect for the duration of this contract, Worker's Compensation Insurance, Disability Insurance, and General Liability Insurance for all employees involved with this contract.

Verification of Coverage

Contractor shall furnish the Town of Orangetown with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town of Orangetown or on other than the Town of Orangetown's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town of Orangetown before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town of Orangetown reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Sub-Contractors

Contractor shall require and verify all sub-contractors maintain insurance subject to all the requirements stated herein.

V. <u>INFORMATION TRANSMITTAL</u>

Interested vendors shall submit their proposal to the address below no later than 10:00am, on Friday, August 25, 2023.

Scheduling requests may be made to Stephen Munno, Senior Administrative Assistant to visit the project site at the Orangetown Highway Department. Stephen Munno may be contacted by phone at 845-359-6500 or via email at highwaydept@orangetown.com. Site visit appointments must be scheduled by Friday, August 18, 2023.

Sealed proposals shall be submitted with an itemized cost breakdown and also include a total project cost.

For more information contact:

Stephen F. Munno, Senior Adminstrative Assistant Orangetown Highway Department 119 Route 303 Orangeburg, NY 10962 (845) 359-6500 (Office)

Submit Proposals to:

James J. Dean Superintendent of Highways 119 Route 303 Orangeburg, NY 10962 (845) 359-6500 (Office)

VI. <u>TECHNICAL SPECIFICATIONS</u>

- 1. <u>Location</u>: Work limited to 119 Route 303, Orangeburg NY 10962.
- 2. <u>Regulations</u>: The successful proposer shall be subject to comply with all applicable federal, state, and local ordinances, regulations, licenses, and permits necessary to perform work under this Contract.
- 3. <u>Work Period</u>: Work shall be **completed within 30 working days** from notice to proceed exclusive of inclement weather. Working hours shall be between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding state and federal holidays. Weekend and holiday work may be permitted in writing only, under exceptional circumstances, at the discretion of the Town Administrator.
- 4. <u>Supervision</u>: Contractor consults with the Town of Orangetown its designee concerning scheduling and details of all work. Contractor has a competent person in charge of his work at all times to whom the Town may issue directives, and who shall accept and act upon such directives, and who speaks, reads, and writes English competently.
- 5. <u>Utility Agencies</u>: Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. The Town provides list of principal contacts and telephone numbers for public and private utility organizations. Pre-planting mark-outs are the responsibility of the Contractor.

The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations.

6. <u>Subcontractors</u>: Subcontracting of any work under this Contract will not be allowed without prior written consent of the Town. All subcontractors permitted to perform any work under this contract shall be bound by all conditions and specifications contained herein. It is the total responsibility of the Contractor to ensure that all such conditions and specifications are met by the subcontractor.

All directions given to the subcontractor in the field shall bind the Contractor as if the directions had been given directly to the Contractor.