

INVITATION FOR BIDS
CONSTRUCTION OF SALT STORAGE SHED
FOR THE TOWN OF GROTON, NY

July 2022

INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids for the construction of a Salt Storage Shed for the Town of Groton will be received at the address listed below until 10:30 a.m. local time on **August 16, 2022**, at which time they will be publicly opened and read. Bids not physically received by the Town at 10:30 a.m. on **August 16, 2022**, will not be considered. All bids must be addressed to:

Town of Groton
Re: [contractor's name]
Proposal for Construction of Salt Storage Shed
Attention: Donald Scheffler, Supervisor
Groton Town Hall
101 Conger Boulevard
P.O. Box 36
Groton, New York 13073

No bid shall be withdrawn for a period of forty-five (45) days after the bid opening date without the consent of the Town.

A Pre-Bid Conference will be held on **August 9, 2022**, at **9 a.m.** in the Town Hall located at 101 Conger Boulevard, Groton, New York 13073. Failure to inspect the work site shall not be accepted later as a valid basis for alteration or termination of bid.

This Invitation for Bids may be examined online at nyscr.ny.gov or www.townofgroton.org and is available by email upon request to the Town Clerk at townclerk@grotontown.com.

The bidder must be capable of obtaining a performance bond in the amount sufficient to cover the cost of the entire project.

Each bidder must comply with the New York State Labor Law, including the payment of prevailing wages.

The Town Board of the Town of Groton reserves the right to accept or reject any or all bids and to waive any informalities at its discretion.

Dated: July 29, 2022

Town Board
Town of Groton

INTRODUCTION

The Town of Groton ("Town") is requesting bids for the construction of a salt storage shed located at 729 Spring St. Ext. Groton, New York 13073, according to the specifications contained herein.

SPECIFICATIONS

Scope of Work: A single prime contract will be awarded for construction of a **72' by 52' by 20' eave** height wood framed salt storage enclosure to be constructed on an 8' high concrete foundation to be constructed by the Town of Groton, Highway Department.

The specific breakdown of work scope is as follows:

Work to be performed by Contractor:

- Provide and install all wood framing, wood roof trusses, metal siding, and metal roofing as described and depicted in the following drawings by Elwyn & Palmer Consulting Engineers for Salt Storage Building, Town of Groton, dated 6/15/2022 including.
 - All work shown in drawing detail 1/5001, Permanent Truss Top and Bottom Chord Bracing
 - All work shown in drawing detail 2/S100, Salt Storage Roof Framing Plan
 - All work shown on Sheet 5500, Framing Details
 - Installation of wood columns in steel base plates at the top of the foundation wall, as depicted in drawing detail 4/S300. Note that the steel base plates themselves will be furnished and installed by the Town of Groton.
- All work to be performed by the Contractor shall be in accordance with the following specifications/notes provided on Sheet S001:
 - General Notes
 - General Wood Framing Notes
 - Truss Notes
- Note that there is no electrical, plumbing, telecommunications, heating or other utility work in the Contractors work scope for this project.
- Note that there are no windows or doors in this building.

Work scope related to the Salt Storage Building will be performed by the Town of Groton, Highway Department:

- The Town of Groton will secure all required permits and approvals.
- All site clearing and site preparation
- Layout and stake out of the building foundation
- All earthwork required for installation of the concrete foundation, including backfill

and compaction to finished grade elevation after the foundation work is complete

- All work shown in drawing detail 1/5100, Salt Storage Foundation Plan.
- All work shown on Sheet S300, Foundation Details, including fabrication and installation of the steel column base plates shown in detail 4/S300.
- Note that the Town of Groton will retain a construction inspector to perform inspection and testing as required over the course of the project.

Base Bid: The base bid for the construction of the salt storage shed shall include all items listed in the Scope of Work above. All materials must be quoted Invitation for Bids destination. The successful bidder agrees to execute all documents within the Invitation for Bids and provide certificates of insurance within fifteen (15) days after the receipt of the Notice of Award and the contract. The successful bidder agrees to begin work no later than ten (10) days after receipt of the Notice to Proceed. The contractor can perform the work from 6 a.m. to 6 p.m. Monday through Friday, or as amended with the approval of the Town Supervisor.

Permit(s): The contractor must work with the Town's Code Enforcement Office to obtain the necessary permit(s) for this project. Inspections will be made by the Town Code Enforcement Officer.

Protection of Property: The contractor must take all reasonable precautions to protect public and private property from undue damage. If the Town determines that the contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Town, at the contractor's expense.

Billing/Invoicing: After completion of the project, the contractor must submit a detailed bill to the Town for audit and approval. Please note bills are approved at the Town Board's monthly meetings which occur the second Tuesday of each month.

INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** Scaled bids for the construction of the Salt Storage Shed for the Town of Groton will be received at the address listed below until **10:30 a.m. local time on August 16, 2022**, at which time they will be publicly opened and read. Bids not physically received by the Town at 10:30 a.m. **on August 16, 2022**, will not be considered. All bids must be addressed to:

Town of Groton
Re: [contractor name]
Proposal for Construction of Salt Storage Shed
Attention: Donald Scheffler, Supervisor
Groton Town Hall
101 Conger Boulevard
P.O. Box 36
Groton, New York 13073

2. **Contract Documents and Specifications:** This Invitation to Bidders is available at nyscr.ny.gov and www.townofgroton.org or by email upon request. For additional information, contact:

Groton Town Clerk
101 Conger Boulevard
Groton, New York 13073
townclerk@grotontown.com
(607) 898-5035

3. **Pre-Bid Conference:** A pre-bid conference is scheduled for **August 9, 2022**, at 9:00 a.m. in the Town Hall located at 101 Conger Boulevard, Groton, New York 13073. This conference is not mandatory; however, failure to inspect the work site shall not be accepted later as a valid basis for alteration or termination of bid. If you plan on attending the Pre-Bid Conference, please email the Town's Contact.

4. **Questions:** Other than the questions posed at the Pre-Bid Conference, any questions or requests for clarification of the Invitation to Bidders documents or specifications must be submitted in writing, by mail or email to the Town's Contact by **August 11, 2022**. The Town will not respond to questions submitted orally. Answers to questions that materially change the conditions and specifications of this Invitation to Bidders will be posted on the Town's website after **August 12, 2022**, as an addendum to this document. Additionally, any contractors wanting to be sent any addendums or information by email must provide the Town's Contact with their point of contact email address. Any discussions or documents will be considered non-binding unless incorporated in an addendum to the original. When addenda are issued, the bid opening date may be extended at the discretion of the Town.

5. **Preparation of Bids:** Each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten. One (1) original and one (1) electronic copy on a compact disc or flash drive shall be submitted in a sealed envelope or box bearing the name and address of the firm and clearly marked with the contractor's name and "Proposal for the Construction of Salt Storage Shed."

6. Bids Remain Subject to Acceptance: Regardless of the award of bid, no bidder may withdraw its bid before the expiration of forty-five (45) days after the date of opening the bids. Submittal of a bid indicates acceptance of the conditions contained in the Invitation to Bidders. The Town reserves the right to retain all bids submitted, accept or reject any or all bids, waive informalities, negotiate changes in the scope of work or services to be provided, and otherwise waive any technicalities.

7. Subcontracts: No subcontractors for any portion of the work are permitted.

8. Qualifications of Bidder: All bidders that submit a proposal shall be required to meet the following minimum qualifications:

A. The bidder must have a minimum of five (5) years' experience in the construction of salt storage sheds; and

B. The bidder shall provide references for three similar assignments within the past five (5) years and any certifications they possess.

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may require. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein.

9. Length of Contract: The length of this contract shall be approximately three (3) months, commencing August 16, 2022, and terminating November 30, 2022. Time is of the essence for completion.

10. Conditions of Work: Each bidder must inform itself fully of the conditions relating to the project and the employment of the labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of this contract.

11. Laws and Regulations: The contractor shall comply with all applicable federal, state, and local laws, rules and regulations of all authorities having jurisdiction over the project throughout the term of the contract.

12. Method of Award-Lowest Qualified Bidder: The contract will be awarded to the lowest bid submitted by a responsible bidder. The Town Board of the Town of Groton reserves the right to accept or reject any or all bids and to waive any informalities at its discretion.

13. Obligations of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the work site and salt storage shed and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to its bid.

The successful bidder agrees to execute all documents within the Invitation to Bidders package and provide certificates of insurance within fifteen (15) days after the receipt of the Notice of Award and the contract.

The successful bidder agrees to begin work no later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified in the bid, it being understood and agreed that time is of the essence and completion within the time limit is an essential part of the contract.

14. **Non-Collusive Bidding Certification:** Each bidder submitting a bid shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that it has not colluded with any other person, firm, or corporation in regard to any bid submitted.

15. **Statement on Sexual Harassment:** Each bidder submitting a bid shall execute and attach thereto, a statement substantially in the form herein provided, in accordance with New York State Finance Law § 139-1.

16. **Performance Bond:** The bidder must be capable of obtaining a performance bond in the amount sufficient to cover the cost of the entire project.

17. **Assurances:** Each bidder submitting a bid shall execute and attach thereto, assurances substantially in the form herein provided, that the bidder shall adhere to an EEO policy and that it agrees not to commit unlawful discrimination.

18. **Procurement:** The Town is exempt from New York State sales and use. Said taxes should not be included in the bid price.

TENTATIVE SCHEDULE

Activity

Estimated Date

QUALIFICATIONS OF BIDDER

REFERENCES

Provide references for three similar assignments thin the past five (5) years:

Business:

Address:

Telephone Number:

Contact Person:

Scope of Work and Dates of Service:

Business:

Address:

Telephone Number:

Contact Person:

Scope of Work and Dates of Service:

Business:

Address:

Telephone Number:

Contact Person:

Scope of Work and Dates of Service:

Provide any relevant certifications you possess:

ASSURANCES

Equal Employment Opportunity (EEO)

The contractor shall adhere to an EEO policy that does not discriminate with regard to race, color, religion, national origin, sex, sexual orientation, sexual preference, transgender status, disability or age.

The contractor will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and contractor-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory and that these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

- a. Does the contractor have an EEO policy in place? [] Yes [] No
- b. If the answer to a. above is no, will the contractor have such a policy in place for this project? [] Yes [] No

Statement of Assurance. The contractor assures the Town that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with

Disabilities Act. _____

Contractor Name:

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

AFFI

This bid is submitted to the Town of Groton by the undersigned, who is an authorized officer of the contractor, and said contractor is licensed to do business in the State of New York. Further, the undersigned is authorized to make these assurances and certifies their validity. The contractor recognizes that all assurances and representations herein are binding on the contractor and failure to adhere to any of these commitments, in the Town's option, may result in a revocation of the contract.

Consent is hereby given to the Town to contact any person or organization in order to make inquiries into qualifications of the contractor.

The contractor understands that, at such time as the Town decides to review this bid, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the contractor's bid with no re-submittal rights.

The contractor understands that the Town, after considering the contractor's qualifications, as well as what, in the Town's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The contractor understands that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Contractor Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Email: _____

Contractor's Federal EIN: _____

STATEMENT ON SEXUAL HARASSMENT

New York State Finance Law § 139-1

STATE OF NEW YORK

) SS.:

COUNTY OF _____

_____ being first duly sworn, deposes and says:

"By submission of this bid, each firm and each person signing on behalf of any firm certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

A bid shall not be considered for award nor shall any award be made to a firm who has not complied with the above certification; provided, however, that if the firm cannot make the foregoing certification, such firm shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made to the Town or any public department, agency or official thereof by a corporate firm for work or services performed or to be performed or goods sold or to be sold, where such proposal contains the above certification, shall be deemed to have been authorized by the Board of Directors of the firm and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such statement as the act and deed of the corporation.

Contractor Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Subscribed and sworn before me this _____ day of _____, 2022

Notary Public
My commission expires: _____
[affix stamp]

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF NEW YORK

) SS.:

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1.(a) By submission of this hid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

() The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. Any bid hereafter made to the Town or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such hid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Subscribed and sworn before me this _____ day of _____, 2022

Notary Public

My commission expires: _____

[affix stamp]

BID SHEET

The prices stated in this bid are guaranteed for forty-five (45) days from the opening of the bids, and if awarded, contractor agrees to furnish materials, labor, equipment and services and complete the work in accordance with the Invitation to Bidders documents at said prices.

Total Amount of Bid: _____

List Materials and Equipment to be furnished:

Exceptions or deviations: _____

The undersigned hereby acknowledges having received the full Invitation for Bids package, including the Specifications, Instructions, and Addenda Nos. _____, if applicable.

The bidder, in submitting this bid, affirms to have read and hereby agrees to comply with all bid requirements, including the Specifications and Instructions.

Contractor Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Email: _____

MODEL CONTRACT

This Agreement (this "Agreement") is made and entered into as of _____, 2022, by and between the Town of Groton, Tompkins County, New York, a municipal corporation of the State of New York, with an address at 101 Conger Boulevard, Groton, New York 13073, (the "Town") and _____, a corporation/limited liability company authorized and existing under the laws of the State of New York, having its principal place of business at _____ (the "Contractor").

WHEREAS, the Town is constructing a new salt storage shed; and

WHEREAS, the Town Board of the Town, at a regular/special meeting held by it on the execute, acknowledge and deliver this Agreement, which engages the Contractor to perform the work as specified in the Invitation for Bids.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - SCOPE OF WORK

The Contractor agrees to provide all labor, supervision, materials, supplies, equipment, insurance, vehicles, bonds, permits, and administration necessary to complete work detailed in the Specifications in the Invitation for Bids, attached hereto and made a part hereof

ARTICLE 2 - PRICE

The Town shall pay the Contractor for performance of the work \$ _____, payable at completion of the project. The Contractor shall submit a detailed bill to the Town for audit and approval. Please note bills are approved at the Town Board's monthly meetings.

ARTICLE 3 - TERM

The length of this Agreement shall be approximately three (3) months, commencing July 1, 2022, and terminating September 30, 2022, when work is to be completed.

The Contractor agrees to begin work no later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified in the bid, it being understood and agreed that time is of the essence and completion within the time limit is an essential part of this Agreement.

The Contractor is permitted to work during the hours of **6 a.m. to 6 p.m.**, Monday through Friday, or during such times as approved by the Town Supervisor.

ARTICLE 4 - CHANGE ORDERS

Any change orders must be approved by the Town Board.

ARTICLE 5-REPRESENTATIONS, OBLIGATIONS AND WARRANTIES:

A. The Contractor's representations, obligations and warranties:

1. The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations of all authorities having jurisdiction over the project;

2. The Contractor shall ensure that all contractors, subcontractors and individuals are paid in accordance with New York State's Prevailing Wage requirements, as applicable. The Contractor shall indemnify the Town for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws; and

3. The Contractor guarantees that the work will be constructed in accordance with accepted practices, constructed according to the applicable building code standards, fit for the applicable use, and it guarantees against defects in workmanship and materials for a period of five (5) years from the date of completion of the work. If the Town provides notice of any defects arising during the five (5) year period, Contractor shall promptly correct such defect at no cost to the Town.

B. Each party, for the benefit of the other party, represents and warrants that:

1. It has full power and authority to perform and observe its covenants contained in this Agreement, has taken all action necessary for the execution, delivery, and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and this Agreement has been duly authorized, executed, and delivered by said party, and constitutes the legal, valid, and binding obligation of the party, enforceable against it in accordance with its terms;

2. The authorization, execution, delivery, and performance of this Agreement, the compliance with the terms and conditions hereof and the consummation of the transactions herein contemplated on part of said party do not and will not (i) violate any laws or any regulation, order, injunction, or decree of any court, governmental body, agency or other instrumentality or (ii) result in a breach of any of the terms and conditions, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge, or encumbrance of any nature whatsoever upon any of the properties of assets of the Town pursuant to the terms of any agreement or other instrument to which the Town is a party or by which the Town or any of its properties is bound; and

3. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting the party, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or that in any way would adversely affect the validity of enforceability of this Agreement.

ARTICLE 6 - DEFAULT

A. In the event the Contractor is not performing in accordance with the terms set forth herein, the Town may issue a stop work order requiring an immediate cessation of all work except that work necessary to secure project protection and safety. If the Contractor fails to remediate its breach within forty-eight (48) hours, the Town may terminate this Agreement. In the event of a termination, the Town shall pay Contractor for the services performed and materials supplied as of the effective date of the termination, less any sums attributable, directly or indirectly, to Contractor's breach. Termination of the contract shall not relieve the Contractor or its surety of the responsibility of replacing defective work or materials.

B. The provisions of this section shall be in addition to and not in derogation of any other rights or remedies of the parties whether at law or in equity.

ARTICLE 7 - LIQUIDATED DAMAGES

The Town and the Contractor recognize that time is of the essence of this Agreement and the Town may suffer financial loss if the work is not completed within the times specified herein. The liquidated damages establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance, and are understood to be a fair and reasonable estimate of the costs that will be borne by the Town during extended and delayed performance by the Contractor. Accordingly, the Town and the Contractor agree that as liquidated damages for delay (but not as penalty), Contractor shall pay the Town Five Hundred Dollars (\$500.00) for each day that expires after the completion date. The Town will deduct these liquidated damages from any monies due or to become due to the Contractor from the Town.

ARTICLE 8 - INDEMNIFICATION AND INSURANCE

A. The Contractor shall indemnify and hold harmless the Town against all liabilities, losses, fines, penalties, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments, administrative proceeds or suits, including reasonable attorney's fees and costs, imposed or asserted against or incurred by the Town arising out of or resulting from (a) a breach of any of the representations, warranties, or covenants contained in this Agreement; or (b) the negligence or willful misconduct of the Contractor, its officials, agents, employees and/or contractors arising out of the performance of this Agreement.

Contract.. shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in the State of New York:

1. Commercial General Liability Coverage. A policy to provide coverage against claims of personal injury and property damage, including broad form contractual liability coverage and shall have a \$2,000,000 limit for personal injury and property damage per occurrence and \$2,000,000 in the aggregate.

2. Comprehensive Automobile Liability Coverage. A policy to provide coverage against claims of personal injury or property damage covering all owned, leased, non-owned and hired vehicles used in the performance of work under this Agreement with a minimum limit per occurrence of \$1,000,000 for personal injury and property damage.

3. Workers Compensation Insurance. A policy to provide coverage as required by state law and Employers Liability coverage in the amount of \$1,000,000 per occurrence.

4. Umbrella Liability Coverage. A policy to provide coverage excess of General Liability and Automobile Liability in the amount of \$5,000,000. The Contractor may satisfy this requirement by providing additional limits under the primary policies.

B. Insurance Certification. All policies of liability insurance required to be maintained by the Contractor shall be issued by insurers with an A.M. Best rating of not less than "A-: VII." The Contractor shall provide or cause to be provided a certificate of insurance from an authorized insurance agent certifying that such coverage is in effect prior to the commencement of the term. The Town and its officers and employees must be named as an additional insured under the policies.

ARTICLE 9 - PERFORMANCE BOND

The Contractor shall deliver a performance bond satisfactory to the Town, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the Town, in an amount equal to 100% of the total price of the project.

ARTICLE 10 - FORCE MAJEURE

If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Contractor, then Contractor shall be entitled to an equitable adjustment in the contract times. Contractor's entitlement to an adjustment of the contract times is conditioned on such adjustment being essential to Contractor's ability to complete the work within the contract times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in contract times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions; and
3. acts of war or terrorism.

Contractor shall not be entitled to an adjustment in the contract price or contract times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of the Contractor.

ARTICLE 11 - NOTICES

All notices shall be in writing and shall be delivered in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt to the parties listed below. Notices shall be effective upon receipt.

To the Contractor:

To the Town:

Town of Groton
Attn: Town Supervisor
101 Conger Boulevard
P.O. Box 36
Groton, New York 13073

ARTICLE 10 - MERGER AND MODIFICATION

A. This Agreement, including the Appendices, Invitation for Bids, including the Specifications and Instructions to Bidders, and Contractor's proposal attached hereto, contains the entire agreement between the parties. Neither party to this Agreement is relying upon any representation of the other not specifically set forth herein.

B. This Agreement may not be modified, amended, changed or altered in any way except by an agreement, in writing, executed by the parties.

ARTICLE 11 - ASSIGNMENT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns provided that this Agreement may not be assigned by either party except upon the express written consent of the other.

Contractor may not subcontract work under this Agreement to a third party without the written consent of the Town. The Town shall have the right to withhold consent if it has reasonable grounds to believe that the assignee or subcontractor will not be able to fulfill the scope of work requirements.

ARTICLE 12 - INDEPENDENT CONTRACTOR

It is expressly understood that the Contractor is an independent contractor and that there is no employee-employer relationship between the Town and the Contractor. The performance of the work

described herein shall not be construed as creating partnership, agency relationship, or any joint employment relationship between the Town and the Contractor, and the Town is not liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13 - GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of New York. Any disputes arising out of or relating to this Agreement will be resolved in the Tompkins County Supreme Court.

ARTICLE 14 - SEVERABILITY

If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, provided the consideration for the Agreement can be reasonably determined. In such event, the parties shall make good faith efforts to modify this Agreement to implement the intent of the parties embodied in this Agreement. Any resulting modification and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 15 - WAIVER

The failure of either party to enforce any of the terms of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision herein.

ARTICLE 16-ATTORNEYS' FEES

If either party retains the services of an attorney to enforce the provisions of this Agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

ARTICLE 17 - EXHIBITS:

The following Exhibits and Appendices are attached to this Agreement and made a part hereof:

Appendix B: Prevailing Wage Schedule

Exhibit A: Engineered Specifications

Invitation for Bids

Contractor's Proposal

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the day first above written.

TOWN OF GROTON

[INSERT CONTRACTOR'S NAME]

By: _____
Town Supervisor

By: _____
Authorized Representative

APPENDIX B

Prevailing Wage Schedule

[insert]

EXHIBIT A

Engineered Specifications

Drawings attached hereto: