

# CONTRACT

This Contract, for work to be conducted under the **Watershed Agricultural Program**, entered into on \_\_\_\_\_, 1999 by and between the Greene County Soil & Water Conservation District (hereinafter called the "GCSWCD") with its principle office at 907 Greene County Office Building, Cairo NY 12413, and \_\_\_\_\_ (hereinafter called the "Contractor") with their office at \_\_\_\_\_

## WITNESSETH;

**Whereas**, the GCSWCD and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

## **SECTION I. GENERAL CONDITIONS**

### **GC-1. DEFINITIONS AND PRINCIPLES.**

#### A. Contract Documents:

- 1-A.1 The Contract Documents shall consist of this Contract, Instructions to Bidders, the Plans, Drawings and Specifications, and all addenda or modification of any of the aforementioned documents, the NYSDEC Permit, USACOE Permit and the Pollution Control, Dewatering and Habitat Plan which are incorporated into the documents before their execution.
- 1-A.2 All elements of the Contract shall be equally binding on, and shall be enforced on all Contractors, Subcontractors and others associated with the items of work.
- 1-A.3 The Contract Documents are mutually cooperative, complimentary and correlating.

#### B. Project Engineer

- 1-B.1 For the purpose of this Contract, the Project Engineer is **Kaaterskill Engineering Associates**. The Project Engineer may in writing designate a representative(s) who shall carry out the Project Engineer's functions as set forth below. In all cases as provided for in this document, the powers, authorities, rights and responsibilities of the Project Engineer shall also extend to the Project Engineers representative(s). Reference to the Project Engineer herein shall apply to the Project Engineer's representative(s)
- 1-B.2 The Project Engineer will provide on-site observation of all construction activities and will check the quality and progress of the work. In the absence of the Contracting Officer, the Project Engineer shall have the authority to stop the work or to require and direct the Contractor to properly comply with the Contract Documents.
- 1-B.3 In the event of a dispute as to the intent of the drawings, specifications or other technical documents, the Contracting Officer shall have the disputed documents reviewed by the Project Engineer, who shall have the right to correct any errors or omissions, at any time such corrections are necessary and to advise the Contracting Officer. In the case of any

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dispute or disagreement in regard to the drawings, specifications or other technical documents, the decision of the Contracting Officer shall be final and binding upon all parties to the Contract.

- 1-B.4 The Project Engineer shall where necessary interpret all aspects of the technical components of the project and the performance of the work. The Contractor shall abide by all orders, directions, and requirements of the Project Engineer in interpretation of the technical components of the Contract Documents and shall abide by the Project Engineer's decisions. All decisions by the Project Engineer shall be final and binding upon the Contractor.

C. Contracting Officer

- 1-C.1 For the purpose of this Contract, the GCSWCD will serve as the Contracting Officer. The Primary Contracting Officer will be Rene' VanSchaack, Executive Director, HC #3 Box 907, Cairo, NY 12413 (518) 622-3620. The Contracting Officer may designate, in writing, a representative(s) who shall carry out the Contracting Officer's functions as set forth below. In all cases as provided for in this document, the powers, authorities, rights and responsibilities of the Contracting Officer shall also extend to the Contracting Officer's designated representative(s). Reference to the Contracting Officer herein shall apply to the Contracting Officers designated representative if any.
- 1-C.2 The Contracting Officer will function as the coordinator between the Contractor and the GCSWCD.
- 1-C.3 The Contracting Officer shall assist the Project Engineer with the execution of the technical aspects of the project, to include inspection, and shall, supervise the administrative and other non-technical aspects of the Contract Documents.
- 1-C.4 The Contracting Officer, shall have the authority to stop the work, or to require and direct the Contractor to properly comply with the Contract Documents. In the event of a dispute as to the intent of non-technical portions of the Contract Documents, the Contracting Officer shall have the right to correct any errors or omissions at any time such corrections are necessary. In the case of any dispute or disagreement in regard to the drawings, specifications or other technical documents, the Contracting Officer, upon consultation with the Project Engineer, shall provide for amendments to the Contract Documents as required.

D. Work

- 1-D.1 Refers to and includes all plant, labor, materials, supplies, equipment and other facilities needed to complete the project as set forth in the Contract Documents.

E. Subcontractor

- 1-E.1 Any party contracting with the Contractor to supply labor and/or materials for completion of the project.

F. Notice

- 1-F.1 Written notice shall be deemed to be properly served if (i) delivered in person to the Contractor and/or a member, or any officer of the company for whom it was attended. (ii) or sent via registered mail to the Contractors address as set forth herein or any other

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address designated by the Contractor in writing.

1-F.2 Notices to the GCSWCD shall be provided via certified mail to;

Rene' VanSchaack, Executive Director  
Greene County Soil & Water Conservation District  
907 Greene County Office Building, Cairo NY 12413

**G. Representatives**

1-G.1 To under take this project, the GCSWCD may designate, as deemed necessary, a representative(s) to perform the functions and responsibilities of the GCSWCD as set forth in this Contract or the Contract Documents. For the purpose of this project, the Project Engineer and Contracting Officer are hereby designated the representatives of the GCSWCD.

1-G.2 In all cases as provided for in the Contract Documents, the powers, authorities, rights and responsibilities of the GCSWCD shall also extend to the GCSWCDs designated representative(s).

**GC-2. CORRELATION AND INTENT OF DOCUMENTS**

2.1 Contract Documents are to be considered complementary and what is called for by one shall be binding as if called for by all.

2.2 The Contractor shall provide all labor, materials, equipment and other items necessary for execution of the work.

2.3 The Contract Documents contemplate a finished product of such nature and quality as is reasonably inferred from them.

2.4 Unless otherwise directed, in the case of discrepancy between the plans and specifications, the specifications shall govern. In all cases, the Contracting Officer, upon consultation with the Project Engineer as applicable, is the final authority on interpretations and amendments to the Contract Documents

2.5 In the event of conflict between different drawings, between the drawings or within the specifications, the higher quality and/or quantity shall govern. In all cases, the Contracting Officer, upon consultation with the Project Engineer as applicable, is the final authority on interpretations and amendments to the Contract Documents

2.6 In the event that an item is shown in the specifications but not shown on the drawings, or vice versa, the item will be interpreted as applying to the document from which it is missing.

**GC-3. SAMPLES & MODELS**

3.1 Upon request of the Contracting Officer, the Contractor shall furnish for approval as required, samples of the materials and/or products necessary to complete the contract. Approval will require the input of the Project Engineer as applicable.

**GC-4. LAYING OUT**

- 4.1 Prior to commencing work, the Contractor shall examine the drawings and specifications and shall carefully check the dimensions and report any discrepancy . Any discrepancy, error and/or defect shall be reported to the Contracting Officer. The Contracting Officer shall confer with the Project Engineer as applicable and provide the Contractor with a final determination to satisfy the discrepancy.
- 4.2 Prior to commencing work, the Contractor shall consult with the Project Engineer to confirm the location, lines, grades and other features of the project.
- 4.3 The Contractor shall be responsible for all measurements of the work. Measurements will be conducted as set forth in the Contract Documents (Construction Specifications).

**GC-5. APPROVAL OF SUBCONTRACTORS**

- 5.1 Prior to the sublet of any or all parts of this Contract, the Contractor shall submit in writing, within 5 days of the date of this Contract, the names of all proposed Subcontractor(s) and the names of the manufacturer(s) and/or supplier(s) of the materials and products the Contractor or Subcontractor(s) intends to use.
- 5.2 Requests for approval of major Subcontractors, and/or other Subcontractors as may be required by the GCSWCD, shall include a written statement from the Subcontractor that all conditions of the Contract can be performed.
- 5.3 Pursuant to GML Section 109, the GCSWCD must approve the Subcontractor(s) in writing.

**GC-6. APPROVAL OF MATERIALS, SUPPLIERS, VENDORS AND OTHERS.**

- 6.1 Within five(5) days of the date of execution of this Contract, the Contractor shall submit in writing the names of materials suppliers, dealers, manufacturers, or others who will supply materials and/or products required for the work. Approvals of submissions will be made in writing by the Contracting Officer, upon consultation and advice from the Project Engineer and GCSWCD.
- 6.2 The Contractor shall obtain written approval from the Contracting Officer prior to purchasing such items.

**GC-7. ACCESS AND INSPECTION OF WORK**

- 7.1 The GCSWCD, UCSWCD, NYCWAP, Project Engineer, Contracting Officer and representatives from applicable regulatory agencies, shall at all times have access to the work area for the purpose of inspection of the work.
- 7.2 The Project Engineer must be on site to observe and inspect all operations as set forth in the Contract Documents (Special Conditions).
- 7.3 If the Project Engineer observes work that does not conform with the specifications,

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drawings or Contract Documents, the Project Engineer may direct the Contracting Officer to issue a Stop Work Order until such time that the work is corrected. In the absence of the Contracting Officer, the Project Engineer may direct the Contractor to cease work on the project.

**GC-8. CONTRACTORS SUPERVISION**

- 8.1 The Contractor shall provide adequate supervision of the work. A competent Project Supervisor, designated in writing by the Contractor, shall be on site during all working hours, from commencement to completion of the work.
- 8.2 The Project Supervisor shall represent the Contractor and all directions given to the Project Supervisor shall be binding as if given to the Contractor.
- 8.3 The Contractor shall be responsible for insuring that all Subcontractor(s) on site have adequate supervision.
- 8.4 All project related communications shall be between the GCSWCD and the Contractor. When applicable, the Contractor shall advise and direct the Subcontractor(s) as it relates to items brought to the Contractors attention by the GCSWCD.
- 8.5 The GCSWCD shall not provide direct supervision of any Subcontractor(s) work.

**GC-9. JOB MEETINGS**

- 9.1 The Contractor is required to attend all job meetings as may be scheduled by the Contracting Officer. The Contracting Officer may delegate the authority to schedule a job meeting to the Project Engineer. Prior to the start of any work, the Contracting Officer, Project Engineer and Contractor will determine a day and time for a regularly scheduled weekly job meeting.
- 9.2 Job meetings may be scheduled, provided that the Contractor is given one (1) day written or oral notice. The GCSWCD will work cooperatively with the Contractor to schedule job meetings at mutually agreed times, but the GCSWCD reserves the right to set all final dates, times and locations for job meetings.
- 9.3 Failure of the Contractor to attend a job meeting that has been scheduled with adequate notification as set forth in 9.2, does not relieve the Contractor from abiding by any and all decisions made at the meeting.

**GC-10. MATERIALS & LABOR**

- 10.1 The Contractor shall provide and pay for all materials, labor, tools, equipment, power and other items as required for the Contract.
- 10.2 All materials, unless otherwise specified, shall be new and free from defects.
- 10.3 All items of work will be completed in a thorough, substantial and workmanlike manner.

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- 10.4 The Contractor shall provide ample quantities of materials so as to avoid delay in construction. The Contractor shall be responsible for the security and protection of materials on site.
- 10.5 The Contractor shall provide all labor required to complete the project. The GCSWCD is not responsible for any expense for "overtime" work, as may be required to meet the project schedule set forth .

**GC-11. DEFECTIVE WORK AND/OR MATERIALS**

- 11.1 Materials found to be defective and/or work that is not in strict conformance with the drawings, specifications, addenda or other Contract Documents shall be removed from the site and satisfactory materials and/or work will be substituted without delay.
- 11.2 All costs associated with substitution of materials and/or work, referred to in 11.1, shall be the responsibility of the Contractor.
- 11.3 The Project Engineer will be the final judge of the quality of materials and work.

**GC-12. APPLIANCES, TOOLS, SCAFFOLDING, ETC.:**

- 12.1 The Contractor shall provide all necessary transportation, scaffolding, labor, tools, and equipment as needed for properly executing the work.
- 12.2 The Contractor shall follow all applicable local, state or federal laws as they relate to the use of appliances, tools, scaffolding and other items required to carry out the work.
- 12.3 Equipment shall include but is not limited to heavy equipment, pile driving equipment, metal cutting appliances, ladders and pumps to keep the site free of water and to control pollution, as set forth in the Special Conditions.

**GC-13. DELAYS AND EXTENSIONS OF TIME**

- 13.1 In the event of a delay resulting from the negligence or an act of the GCSWCD, or a delay resulting from changes ordered in the work, the Contracting Officer upon consultation with the Project Engineer, may extend the Contract deadlines by a reasonable period of time.
- 13.2 In the event of a delay resulting from an act of god or some other factor not directly related to the GCSWCD, the Contracting Officer upon consultation with the Project Engineer, may extend the Contract deadlines by a reasonable period of time.
- 13.3 Under no circumstance shall the Contractor be entitled to, damages resulting from a delay or other hindrance during progression of the work. Delays and hindrances, as recognized and approved by the Contracting Officer, shall be compensated for solely by an extension of time as provided above.
- 13.4 Permitting of an extension of time shall not waive any of the rights of the GCSWCD as set forth in the Contract Documents.

**GC-14. OTHER CONTRACTS AND CONTRACTORS**

- 14.1 The GCSWCD reserves the right to award other Contracts in connection with the work. The Contractor shall any afford other Contractors, performing work in conjunction with the project, reasonable opportunity for execution of their work
- 14.2 The Contractor shall work at the direction of the GCSWCD to connect and coordinate the work performed hereunder with work being performed by other Contractors.
- 14.3 In the event that the Contractor cannot execute the work as the result of a conflict with the work of another contractor(s), the Contractor shall promptly report any defects or other unsuitable work to the Contracting Officer. Failure to notify the Contracting Officer shall constitute an acceptance of the other Contractors work.
- 14.4 In the event that correction of defective or unacceptable work by other contractors delays or hinders the Contractor, the Contracting Officer may, upon consultation with the Project Engineer, grant the Contractor an extension of time to complete the work as the Contractors exclusive remedy.

**GC-15. DETAILED COST ESTIMATE:**

- 15.1 Fifteen (15) days prior to the submission of the Contractor's first monthly requisition for payment, a detailed estimate of all quantities, units and prices, for all items (material and labor) shall be provided to the Contracting Officer for approval. The sum of all such estimates shall match the sum set forth in the Contractors bid.
- 15.2 Approved estimates shall serve as the basis for determining and certifying all monthly requests for payment from the Contractor and may be used for computing additions to and deductions from the Contract price, as made necessary by change orders, addenda, alterations etc.
- 15.3 Insurance premiums, surety costs and other general overhead, shall not be listed separately, but should be distributed pro rata throughout the estimate.

**GC-16. CERTIFICATIONS AND APPLICATION FOR PAYMENT:**

- 16.1 Contractors may request monthly payments for expenses incurred, provided the work is pursued diligently and to the satisfaction of the GCSWCD. No payment request will be paid by the GCSWCD without the approval of the Project Engineer.
- 16.2 The Contractor will be provided a list of dates of all GCSWCD Board meetings (usually 1<sup>st</sup> Thursday of each month). Payment request must be properly executed in a form acceptable to GCSWCD and provided to the Contracting Officer a minimum of five (5) working days prior to the GCSWCD Board meetings. In the event a Contractor does not provide a properly executed request for payment in the time frame provided, the GCSWCD may delay payment until the next meeting held at least 5 days after delivery of a properly executed request.
- 16.3 Applications for payment (in triplicate) made by the Contractor shall be correlated with the costs and unit pricing details provided in the project estimate. The Contractor shall provide

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an accounting and certification of the amount of work completed (in suitable units) and the cost of the completed work. The Contractor shall consult with the Contracting Officer in developing their request for payment to insure that the payment request is in proper form for payment.

- 16.4 Monthly payments may be made in the amount of 95% of the value of work as approved by the Contracting Officer. The Contracting Officer shall review the payment request and correct or approve the request in time for the payment request to be considered by the GCSWCD. In all cases, the GCSWCD reserves the right to make the final determination regarding the timing or amount of any partial or final payment. The GCSWCD will retain the remaining 5% of each payment request until such time that all work is completed, and the Contracting Officer and Project Engineer have determined that all conditions of the Contract Documents have been successfully met.
- 16.5 Contractors may request payment, not to exceed 95% of the actual costs, for materials that are delivered to the site and secured in a manner that is approved by the Contracting Officer. Materials stored on site in a manner that is not approved by the Contracting Officer, will not be paid for until such time that the materials and work are properly secured.
- 16.6 The GCSWCD may reserve and retain out of payments, such sums as are provided for in the Contract Documents or legally authorized or provided for by Section 106-b of the General Municipal Law of New York State.
- 16.7 The GCSWCD is not obligated to pay, or see payment of, any Subcontractor(s) or materials suppliers. Payments to the Subcontractor(s) and suppliers is the responsibility of the Contractor.
- 16.8 The Contractor agrees that upon receipt of any payments, the Contractor shall promptly pay any Subcontractor(s) or materials suppliers in accordance with paragraph 2 of Section 106-b of the General Municipal Law of New York State. Delay or non-completion of the work due to non-payment of Subcontractors or materials suppliers by the Contractor, may subject the Contractor to a penalty as set forth in the Section SC-16: Penalties.

**GC-17. CONTRACTORS INSURANCE**

- 17.1 The Contractor shall maintain (at its expense) insurance policies with companies licensed to do business in New York State.
- 17.2 The Contractor shall purchase and maintain insurance of the following kinds and amounts;

**a. Auto Liability** - Covering all owned, hired and non-owned vehicles with a limit of not less than

Bodily Injury & Property Damage: Single Limit \$2,000,000.00 each occurrence.

**b. Contractor Public Liability Insurance** - for damages imposed by law for bodily injury, sickness or disease, including accidental death and for property damages, including for loss of use, which may arise from operations under this Contract, whether such operations be by the Contractor or by another directly or indirectly employed by the Contractor or any of the Contractor's Subcontractors, with limits not less than

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Bodily Injury & Property Damage: Single Limit \$2,000,000.00 each occurrence.

**c. Catastrophic Excess Liability or Umbrella** - these policies shall be acceptable to meet the requirements in item (b) above provided they do not contain any restrictions or exclusions not contained in standard Comprehensive General Liability policy or Auto Liability policy.

**d. The Contractor's Liability Insurance shall include**

- i. Contractor's Protective Liability with respect to all work performed by any Subcontractors.
- ii. Completed Operations and Products Liability for damages imposed by law on the Contractor after the date of cessation of the work.
- iii. Broad Form Damage Liability
- iv. Contractual Liability insuring the obligations imposed on the Contractor by provisions in the specifications regarding "Indemnification" as set forth in Section 18 of this Contract.
- v. The Contractor's Property Damage Liability Policy shall not contain any exclusions that delete coverage for damages due to rain or wind during construction.

17.3 In the event the Contractor's insurance policies expire or are canceled or changed, or if the lives of the insurance company terminates before the Contract is complete, and the Contractor fails to obtain and maintain replacement policies, of the same nature and limits as required herein, the GCSWCD is entitled to secure adequate insurance protection for the GCSWCD, and to pay the premiums, and to charge the costs of the premium to the Contractor. Any costs may be retained from the monies due the Contractor.

17.4 On all insurance policies, the Contractor shall include the Greene County Soil & Water Conservation District, Ulster County Soil & Water Conservation District, Kaaterskill Engineering Associates and the New York City Department of Environmental Protection as additional named insured's.

**GC-18. INDEMNIFICATION**

18.1 The Contractor shall indemnify and hold harmless the GCSWCD, UCSWCD, the Project Engineer, NYCWAP, and their employees, agents or assigned and all landowners in the project area, against and from all suits, claims, and actions of every name and description, brought against the GCSWCD and/or any of the aforementioned parties and/or officers and employees, agents and assigns of all parties, and all costs and damages including reasonable attorney's fees which they may incur, for or by reason of injury or death of any person including the Contractors employees, agents and servants, including any Subcontractor or their employees, agents and servants, or damage to or loss of any property including but not limited to property of the GCSWCD and the private landowners within the effected project area, including the loss of use thereof, resulting from any act, omission, or negligence on the part of the Contractor, its employees, agents or assigns, or Subcontractors and their employees, agents or assigns.

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- 18.2 The Contractor agrees that the GCSWCD may retain any portion it deems necessary, of the monies due the Contractor, under this contract, until such time that any and all suits or claims for damage have been settled and the Contractor provides acceptable documentation that the suit or claim has been satisfactorily settled.
- 18.3 The Contractor is fully responsible for the satisfaction of any judgement regardless of the amount of monies retained by the GCSWCD.
- 18.4 The Contractor shall require in every contract between the Contractor and every Subcontractor performing work in conjunction with the project, a clause indemnifying the same parties for the same events as enumerated in paragraph 18.1 above.

**GC-19. WORKERS COMPENSATION INSURANCE**

- 19.1 The Contractor shall acquire and maintain during the life of the Contracts a policy covering their obligations under the Workers Compensation Law of the State of New York and the Disability Benefits Law.
- 19.2 The policy shall also include Employers Liability Insurance covering any claim against the Contractor under common law with a limit of not less than \$500,000 each accident. Catastrophic Excess Liability policies may be used to fulfill the limits set forth for Employers Liability under this section.
- 19.3 The Contractor is responsible to see that every Subcontractor has obtained and maintained Workers Compensation and Disability Benefits for the Subcontractor's employees engaged in the work. The Contractor shall have copies of the Insurance Certificates of all Subcontractors on site at all times.

**GC-20. CERTIFICATES OF INSURANCE**

- 20.1 Certificates confirming existence of all insurances as required in this Contract shall be filed in duplicate with the Contracting Officer promptly upon award of this Contract.
- 20.2 No work shall be performed by the Contractor or Subcontractor(s) until insurance certificates have been received and approved.
- 20.3 Each certificate shall provide that no policy shall be changed, canceled or allowed to lapse until thirty (30) days after written notice has been given to the Contracting Officer. Notice of change, cancellation or expiration must be provided by certified mail. Notifications shall be made as follows;

For GCSWCD

Attn: Rene' VanSchaack, Executive Director  
Greene County Soil & Water Conservation District  
907 Greene County Office Building  
Cairo, New York 12051

- 20.4 Acceptance of the insurance certificates by the Contracting Officer shall not relieve or decrease the liability of the Contractor.

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- 20.5 The Contractor shall not allow any Subcontractor(s) to commence work until all required insurance is obtained.
- 20.6 The certificate of insurance will include additional named insured as provided for in Section GC-17: Contractors Insurance.

**GC-21. PERFORMANCE BOND AND LABOR/MATERIALS PAYMENT BOND:**

- 21.1 The Contractor shall secure bonds guaranteeing the faithful performance of the Contract. Bonds must be secured from a surety company licensed to operate in New York State and which is approved by the GCSWCD.
- 21.2 The amount of the bond(s) shall be adequate to cover the full amount of the Contract price and shall be in the form of Performance Bond and Labor and Materials Payment Bond, AIA Form a-311 and/or A-312. The bond premium shall be paid by the Contractor.
- 21.3 The bonds shall in no way be impaired or affected by the extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by provision thereof, or by any assignment, subletting, or other transfer thereof, or any part thereof or of any work to be performed or any monies due or to become due thereunder, the surety, for itself and its successors and assigns, shall waiver notice of any and all extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, etc.
- 21.4 Successive actions on the bonds may be prosecuted by the GCSWCD as often as necessary to enforce their terms and secure the completion of the Contract or to reimburse the GCSWCD for so doing, and the bonds are to be security to the GCSWCD in addition to any sum of money retained as otherwise provided for.
- 21.5 If at any time the GCSWCD shall be or becomes dissatisfied with any surety or sureties, for the Performance Bond, Labor and Materials Payment Bond, or if for any other reason such bonds shall cease to be deemed adequate surety by the GCSWCD, the Contractor shall, within five (5) days after written notice from the GCSWCD to do so, substitute an acceptable bond in such form and sum and signed by such surety or sureties as may be satisfactory to the GCSWCD. All premiums shall be the sole responsibility of the Contractor.
- 21.6 In the event the GCSWCD requires the Contractor to provide a substitute bond, further payments to the Contractor shall not be made until such time the new surety shall be qualified by the GCSWCD.

**GC-22. PERMITS, LICENSES AND EASEMENTS**

- 22.1 With the exception of the permits required from the New York Department of Environmental Conservation (NYSDEC) and the U.S. Army Corp of Engineers (USACOE), the Contractor shall be responsible for all temporary permits and licenses as may be needed for the completion of the work. The costs of said permits are the sole responsibility of the Contractor.
- 22.2 Building permits, as applicable, will be obtained by the GCSWCD.

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- 22.3 Prior to commencing work, the Contractor shall receive from the GCSWCD, a copy of the NYSDEC and ACOE permits. All conditions set forth in these permits shall be considered as though the conditions are a component of this Contract and the permits will be come Attachments #2 and Attachment #3 respectively to this Contract.

**GC-23. PROTECTION OF WORK AND PROPERTY**

- 23.1 The Contractor is responsible to protect the work from damage and shall additionally protect the property of the GCSWCD and the private landowners within the project area.
- 23.2 The Contractor shall make good any such damage, injury or loss, except where such damage, injury or loss may be due to errors and/or omissions in the Contract Documents which the Contractor could not have reasonably discovered or as may be caused by the GCSWCD and/or the private property owners within the project area.
- 23.3 The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- 23.4 The Contractor shall take all necessary precautions and lawfully mandated precautions for the safety of the employees performing the work. This shall apply to all conditions and provisions of local, state or federal safety laws. This shall include but is not limited to signs, safety equipment and protective devices.
- 23.5 In the event of an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the GCSWCD, is permitted to act at the Contractor's discretion to prevent such threatened injury or loss. If instructed or authorized to act by the GCSWCD, the Contractor shall do so without appeal.
- 23.6 Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the GCSWCD and the Contractor.
- 23.7 The Contractor shall at all times enforce strict discipline and good order among his employees, the employees of Subcontractors and others who may be associated with the project on behalf of the Contractor. The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to them.
- 23.8 In the event work is suspended due to inclement weather or due to the direction of the GCSWCD, the Contractor will and will cause his Subcontractor(s) to take all precautions to protect their work and materials. Protection of work and/or materials will be completed to the satisfaction of the GCSWCD. If work is determined by the GCSWCD to have been damaged or injured as the result of improper protection by the Contractor and/or their Subcontractor(s), the damaged work will be removed and replaced at the expense of the Contractor.
- 23.9 Responsibility for all damages or injury that result from lack of protection during the suspension or cessation of work must be borne by the Contractor and/or Subcontractor(s) and such Contractors must assume all loss and responsibility incidental to cessation of work.

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**GC-24. DAMAGES:**

- 24.1 In the event that either party to this Contract suffers damages due to any wrongful act or failure to act of the other party, their employees, agents or assigns or of anybody employed by the other party, claims for damages shall be made in writing to the party liable within a reasonable time limit after discovery of such damage.
- 24.2 Claims of the Contractor shall be made prior to time of final payment and any claim shall be adjusted as needed by agreement. Unless a notice of claim has been given, the Contractor's acceptance of the final payment will act as a waiver of all such claims.

**GC-25. LIENS:**

- 25.1 Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall provide to the GCSWCD a complete release of all liens arising from this Contract or receipts in full in lieu thereof and if required, shall provide an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed.
- 25.2 In the event that a Subcontractor refuses to furnish a release or receipt in full, the Contractor may provide a bond satisfactory to the GCSWCD, to indemnify the GCSWCD against any lien.
- 25.3 If any lien remains unsatisfied after all payments have been made, the Contractor shall refund to the GCSWCD all monies that the GCSWCD may be compelled to pay in discharging such a lien including all costs and reasonable attorneys fees.

**GC-26. ASSIGNMENTS:**

- 26.1 Neither the Contractor nor the GCSWCD shall assign the Contract or sublet it as a whole without the written consent of the other.
- 26.2 The Contractor shall not assign monies due or to become due hereunder without the previous consent of the GCSWCD.

**GC-27. MUTUAL RESPONSIBILITY OF CONTRACTORS:**

- 27.1 In the event the Contractor causes damage to the work of others, the Contractor shall pay all costs incurred in replacing or correcting such work. This applies to all damages including that caused in the removal and replacement of work declared defective or unsatisfactory excepting any costs where payment is made by an insurance carrier and to the extent such insurance payment is made to those damaged.
- 27.2 Each contractor shall be held responsible for effective cooperation with other contractors on the site. In the event of a dispute between contractors or their representatives immediate notification will be provided to the Contracting Officer who shall arrange, give notice of and preside at a meeting between the affected Contractors.
- 27.3 In the event of a dispute, among or between contractors on the project, the contractors shall

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not proceed with installation of work affecting that of another contractor until the dispute is settled by the decision of the Contracting Officer who shall issue a binding and final decision upon consultation with the GCSWCD and Project Engineer if necessary.

- 27.4 Any work completed by the Contractor, that requires alteration to permit the work of other contractors, shall be done with the understanding that the Contractor is solely responsible for the expense of such alterations as may be required to allow other contractors to proceed and complete their work.
- 27.5 In the event any party takes legal action against the GCSWCD, the NYCWAP and/or their employees, agents or assigns, on account of damage caused by actions or omissions of the Contractor, the GCSWCD shall notify the Contractor who shall defend such proceedings at the Contractor's expense and, if any judgment against the GCSWCD, NYCWAP and/or their employees, agents or assigns arises from said legal action, the Contractor shall pay the judgment and all associated costs including reasonable attorney's fees incurred by the GCSWCD, NYCWAP and/or their employees, agents or assigns and/or their representatives.

**GC-28. USE OF PREMISES:**

- 28.1 The Contractor and/or their Subcontractor(s) shall confine materials, equipment and operations of the Contractor's employees to the limits indicated in the Project Drawings.
- 28.2 The Contractor shall pay particular attention to the items set forth in Section II: Special Conditions as they relate to the Use of Premises.

**GC-29. ALLOWANCES:**

- 29.1 Under this Contract, the Contractor will be held to have included in the Contractor's bid all sums as may be required to cover transportation, overhead, materials, labor, surety, insurance, profit and all other costs and expenses, as required to complete the work.

**GC-30. CHANGES IN WORK:**

- 30.1 The GCSWCD, after consultation with the Project Engineer and Contracting Officer may, without invalidating the Contract, order extra work or make changes altering, adding to or deducting from the work with the Contract sum adjusted accordingly.
- 30.2 Any changes, as properly executed and approved by the GCSWCD, shall be completed under the conditions of the original Contract except where a claim for an extension of time is approved by the GCSWCD to allow execution of the changes.
- 30.3 The Project Engineer shall have the authority to make minor changes in the work that do not require the expenditure of additional money nor which are not inconsistent with the purpose of the project and the conditions as set forth in this Contract.
- 30.4 Except under emergency conditions endangering life or property, the Contractor shall not undertake any additional or changed work that will include a change in the projects costs without prior written authorization from the GCSWCD.

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- 30.5 The Contractor, upon receipt of an order for change for which a value has not been established, shall proceed with such changes so as to not delay the progress of the work. The Contractor shall keep and present in a form acceptable to the GCSWCD, a correct accounting of the cost, together with vouchers, invoices or receipts. The Contracting Officer, upon consultation with the Project Engineer, shall certify the amount of the additional cost and all payments of additional costs shall be done pending the GCSWCD's determination of the value of such change in accordance with the provisions of item 30.6 below.
- 30.6 The value of any such work or change shall be determined in whichever of the following ways may be mutually agreeable to both the Contractor and the GCSWCD.
- i. By estimating and accepting a lump sum covering the value of such extra or changed work.
  - ii. By unit prices provided for in the Contract or subsequently agreed upon based on the detailed cost estimate provided prior to starting the work or by the unit prices provided in the Contractors original bid.
  - iii. By cost and percentage, or by cost and a fixed fee.
- (Overhead charges not exceeding 10% and profit not exceeding 10% over and above the actual costs of material and labor will be allowed under iii above)
- 30.7 All changes in work and Contract sum must be approved by the GCSWCD. Changes requiring an increase in the Contract sum of 5% or greater will require the approval of the GCSWCD Board of Directors and will be done by a resolution of said board. Changes of less than 5% may be authorized by the Contracting Officer after consultation with the Project Engineer.
- 30.8 Prior to executing all additions or changes in work, the Contractor will receive in writing, authorization from the GCSWCD. Authorizations will include as applicable, new drawings, specifications, addenda or revisions to this Contract. Changes or additions completed by the Contractor without written authorization, are done at the risk of the Contractor.
- 30.9 For Change orders which require additional funding from the NYCWAP, the WAP Procurement Procedure will be followed.

**GC-31. CLAIMS FOR EXTRA COSTS:**

- 31.1 In the event that the Contractor claims that extra costs were incurred as a result of instructions and directions (by drawings or otherwise) of the GCSWCD and its employees, agents or assigns, the Contractor shall give the Contracting Officer in writing, notice of the Contractor's claim within ten (10) days of receiving such instructions or directions.
- 31.2 In the event of additional claims that result from work of an emergency nature, where there is threat to life or property, the Contractor does not require pre-approval of the work but must be able to adequately document and defend the extra costs as incurred by the Contractor and the need to act in an emergency manner.
- 31.3. All claims for extra costs shall be made as set forth in the section GC-30 Changes in Work, above. For Change orders which require additional funding from the NYCWAP, the WAP

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Procurement Procedure will be followed.

**GC-32. DEDUCTIONS FOR UNSATISFACTORY AND UNCORRECTED WORK:**

- 32.1 The Contractor shall promptly remove from the project area all materials condemned by the Project Engineer and/or Contracting Officer as failing to conform to the Contract, whether incorporated in the work or not.
- 32.2 The Contractor shall promptly replace and re-execute the Contractor's work in accordance with the Contract and without expense to the GCSWCD, and shall bear the expense of making good all work of other contractors as destroyed or damaged by the Contractor.
- 32.3 In the event the Contractor does not remove the condemned work or materials within a reasonable time, as fixed by written notice, the GCSWCD may remove and store said materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the GCSWCD may, upon ten (10) day written notice, sell such materials at auction, or at a private sale and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor. The Contractor remains liable for all costs and expenses not paid out of the sale proceeds.
- 32.4 Neither the issuance of a final Certificate of Completion, final payment or any provision in this Contract shall relieve the Contractor of responsibility for defective or unsatisfactory work, materials or workmanship. Unless otherwise specified, the Contractor shall remedy any defects and pay for damage to other work.
- 32.5 The GCSWCD shall give notice of observed defects in the work with reasonable promptness. All questions arising from the technical aspects of the project shall be decided by the Project Engineer which decision is final and binding.

**33. GCSWCD RIGHT TO STOP WORK OR TERMINATE CONTRACT:**

- 33.1 The GCSWCD, without prejudice to any other rights or remedy the GCSWCD may have, may by seven (7) days written notice to the Contractor, terminate the Contractor and the Contractor's right to proceed.
- 33.2 The GCSWCD may terminate the Contract, in its entirety, or any portion thereof.
- 33.4 The GCSWCD may take possession of the work and premises and complete the work under the direction of the Project Engineer, by Contract or otherwise as the GCSWCD may deem expedient if any of the following occur:
  - i. The Contractor shall be adjudged bankrupt or make assignment for the benefit of creditors;
  - ii. A receiver or liquidator shall be appointed for the Contractor for any of the Contractor's property and which shall not be dismissed within twenty (20) days;
  - iii. The Contractor shall refuse or fail, after notification from the GCSWCD, to

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- supply enough properly skilled workman or proper materials;
- iv. The Contractor shall refuse or fail to complete work with such diligence as will insure completion within the period specified or as called for in the Contract Documents;
  - v. The Contractor shall fail to make prompt payment to persons supplying materials and/or labor for the work;
  - vi. The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the GCSWCD and/or their employees agents or assigns, or otherwise be guilty of a violation of any provision of this Contract;
- 33.5 In the event the GCSWCD chooses to terminate the Contract as set forth above, the Contractor shall not be entitled to receive any additional payment until the work is completed. In the event that the cost of completing the work is less than the sum retained from the Contractor, the Contractor will receive the balance of the money after the cost of completing the project is incurred.
- 33.6 The GCSWCD reserves the right to withhold funds as may be necessary to cover the cost of completing the work, including but not limited to, additional design, administrative, and inspections services as well as the actual work.
- 33.7 In the event that the GCSWCD cost to complete the work, and the associated cost as set forth above exceed the unpaid balance retained from the Contractor, the Contractor and their sureties shall be liable to the GCSWCD for such expenses.
- 33.8 If the GCSWCD terminates the Contractor's rights to complete such work, the GCSWCD may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on site and necessary for completion of the work. The GCSWCD also has the right to take possession of any materials, manufactured or un-manufactured, whether on the site or in the shop, yards, quarry, mill or in the control of the supplier(s), which is intended for the project.

**GC-34. PAYMENTS WITHHELD:**

- 34.1 The GCSWCD may withhold payments or, on account of subsequently discovered evidence, may nullify the whole or part of any payment request certification, to the extent as may be necessary to protect the GCSWCD from loss on account of any of the following.
- i. Defective work is not remedied;
  - ii. Claims filed or reasonable evidence indicate the probable filing of claims;
  - iii. Failure of the Contractor to make payments properly to Subcontractors or for materials and/or labor;
  - iv. A reasonable doubt that the Contract can be completed for the balance then unpaid;
  - v. Damage to another contractor;

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- vi. For failure of the Contractor to fully comply with any of the requirements of the Contract Documents;
- 34.2 When the above grounds for non-payment are removed or remedied, the GCSWCD shall make payments for the amounts withheld as the result of these grounds.

**GC-35. COMMENCEMENT OF WORK:**

- 35.1 Within ten (10) days of execution of this Contract and upon receipt of a Notice to Proceed from the GCSWCD, the Contractor shall begin the work, and shall complete the same within the time stated in the Contract unless such period shall be extended as provided for in previous sections of this Contract.

**GC-36. TIME OF COMPLETION:**

- 36.1 In all instances, the Contractor is required to complete the work in the shortest period possible without compromising quality or safety. Upon commencement of the project the Contractor will work diligently and without delay to complete the work.
- 36.2 The Contractor shall complete the work as set forth in Section SC-17: Time of Completion and Sequence of Operations

**GC-37. CLEANING:**

- 37.1 It is the Contractor's responsibility to clean up and remove from the site all rubbish and waste from the site. Waste will not be allowed to accumulate on the project site.
- 37.2 The Contractor shall notify all other contractors in writing, with a copy to the Contracting Officer, as soon as rubbish other than the Contractors accumulates.
- 37.3 Each contractor is responsible to leave their work in a finished and undamaged state.

**GC-38. GUARANTEE:**

- 38.1 The Contractor agrees to guarantee every portion of the work for a period of one (1) year, unless otherwise specified in the Contract Documents.
- 38.2 It is the sole responsibility of the Contractor to remedy any defects in the, and to bear all costs associated therewith.
- 38.3 The date for commencement of the guarantee period shall be the date of the final Certification of Completion issued by the Contracting Officer.
- 38.4 No provision in this section shall supercede any guarantee or warranties provided by manufacturers and/or suppliers of materials.
- 38.5 The Contractor shall furnish to the Contracting Officer, in writing and in duplicate, all

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guarantees, bonds, warranties as specified and applicable to this work.

**GC-39. SEMI-FINAL PAYMENT:**

- 39.1 A semi-final payment will be made only upon substantial completion of all work. Substantial completion shall have been achieved when, in the opinion of the Contracting Officer, all work required in the Contract Documents has been completed with the exception of minor corrections or adjustments.
- 39.2 The amount of the semi-final payment to be provided will be the balance of the amount remaining under the Contract minus two times the value of any items remaining to be corrected or adjusted as well as any amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been suitably discharged.
- 39.3 Upon satisfactory completion of the corrections and/or adjustments, the GCSWCD shall, upon receipt of a requisition approved by the Contracting Officer, promptly pay these items. The GCSWCD shall retain any funds as may be required to satisfy claims, liens and judgements against the Contractor arising in connection with of the project and which have not been suitably discharged.
- 39.4 Reduction of the balance of the amount due under the Contract, does not relieve the Contractor of the responsibility for corrective work or adjustments required during the guarantee period.
- 39.5 Prior to issuance of the semi-final payment, the Contractor shall furnish to the Contracting Officer (on forms supplied by the Contracting Officer), a sworn statement that all materials, labor, equipment etc. that have been furnished performed or otherwise included under the Contract, have been paid for. In the event all Contractor costs have not been paid, the Contractor must provide a statement of the balance due to each and every supplier of labor, materials, equipment, etc.
- 39.6 If required by the Contracting Officer, the Contractor shall provide similar statements from Subcontractors or suppliers, etc. to the same effect that they have paid for all labor, materials etc. furnished by them and used in connection with the Contract or a statement of any unpaid balances.

**GC-40. FINAL PAYMENT**

- 40.1 Final Payment will be made upon certification issued by the Contracting Officer, in consultation with the Project Engineer, that all work has been completed in accordance with the Contract and upon proof that any claims, liens or judgements have been suitably discharged.
- 40.2 The GCSWCD shall make the final payment promptly upon receipt of a Certification of Completion from the Contracting Officer.

**GC-41. COMPLETENESS OF WORK:**

- 41.1 The GCSWCD does not undertake to insure the Contractor from any risks.

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- 41.2 No provisions of insurance, payment or transfer of title shall relieve the Contractor from full, satisfactory completion of the work at no cost to the GCSWCD beyond the original Contract and any approved Change Orders.

**GC-42. APPLICATION OF TERMS:**

- 42.1 For the purpose of this Contract, the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed” and “inspected”, as well as words of like import, shall imply the direction, requirement, permission, order, designation, prescription or inspection of and by the GCSWCD and/or its representatives unless otherwise indicated.
- 42.2 The words “approved”, “acceptable”, “satisfactory”, and “in the judgement of”, and words of like import shall imply approval by, acceptance by, satisfactory to or in the judgement of the GCSWCD and/or its representatives unless otherwise indicated.
- 42.3 None of the above words or terms, or words of like import when used in the Contract Documents, shall be construed to mean that the GCSWCD and/or its representatives has assumed control or supervision of any contractor or it’s employees, agents, assigns , suppliers or manufacturers who are associated with the work.
- 42.4 None of the above words or terms, or words of like import when used in the Contract Documents, shall be construed to mean that the GCSWCD and/or its representatives has or will become an agent or representative of the Contractor for the purpose of seeing that any portion of the work is completed in accordance with the Contract Documents.
- 42.5 Such words and phrases or words and phrases of like import, shall be construed to mean simply that the GCSWCD and/or their representatives has made a determination that one or more items of material and/or work appear to be in substantial compliance with the Contract Documents and the project design concept or that they do not appear to be in compliance.
- 42.6 In a like manner, the term “observation” and words or phrases of like import shall be construed to mean that the GCSWCD and/or its representatives have observed whether it appears that work and materials is in substantial conformance with the design and concept of the project and in compliance with the Contract Documents, and the GCSWCD and/or its representatives shall not be deemed to have made a minute and comprehensive check of each component part and/or the assembly of same. The responsibility for properly constructing the project in accordance with the Contract Documents shall, in any event, remain solely with the Contractor.

**GC-43. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

- 43.1 Specifications

CS-01: Mobilization & Demobilization  
CS-03: Pollution Control  
SR-02: Rock Vanes  
SR-07: Stream Channel Excavation  
VS-05: Seeding & Mulching

CS-02: Clearing & Grubbing  
CS-04: Project Dewatering  
SR-03: Cross Vane  
VS-01: Live Fascines  
MS-01: Rock/Earth Fill

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43.2 Details and Drawings

Design Sheet #1:	Title Page
Design Sheet #2:	Existing Topography
Design Sheet #3:	Proposed Plan View with De-watering
Design Sheet #4:	Longitudinal Profile
Design Sheet #5:	Cross Sections
Design Sheet #6:	Cross Sections
Design Sheet #7:	Cross Sections
Design Sheet #8:	Plan View with Structures
Design Sheets#9:	Typical Details
Design Sheet #10:	Planting Details

43.3 Supplemental Sheets & Attachments

- NYSDEC Permit
- USACOE Permit
- USGS Stream Gage Flow Data
- VENDEX Instructions and Forms

**GC-44. COMPENSATION TO BE PAID TO THE CONTRACTOR**

The GCSWCD will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligations hereunder the sum of:

\$ \_\_\_\_\_ Dollars

Being the amount of the Contractor's Base Bid Price and any expenses related to alternates or changes in work, made prior to the execution of this contract.

**GC-45. ANTI-DISCRIMINATION CLAUSE:**

45.1 Neither the Contractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employees hired for the performance of the work under this Contract on account of race, color, creed or national origin.

**GC-46. WOMEN AND MINORITIES BUSINESSES**

46.1 The funding for this project may be provided by local, city federal or state agencies and as such may be subject to the provisions of federal and state laws as they relate to the use of women and minority-owned business (WMOB). The following goals for WMOB participation have been set for this project;

Women Owned Business	_____%
Minority Owned Business	_____%

46.2 When soliciting Subcontractors, materials suppliers or others to provide for the completion of this work, the Contractor shall attempt to secure the services of a WMOB to meet the goals above. All published solicitations for Subcontractors by the Contractor must contain a clear and explicit invitation for a WMOB to submit a bid for subcontractor work or materials.

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- 46.3 When the Contractor submits the list of Subcontractors for approval by the GCSWCD, the Contractor shall certify that they have attempted to obtain the services of a WMOB and detail that steps they took to meet the participation goal.

**SECTION II. SPECIAL CONDITIONS**

**SC-1. GCSWCD RIGHT TO DO WORK:**

- 1.1 The GCSWCD and/or its employees, agents or assigns shall be responsible for the following items related to the work;
- 1.1a Project stakeout and surveys

**SC-2. PROJECT ACCESS**

- 2.1 During the period that the Contractor is using the access areas, for the excavation and rock structure components of the Contract, the Contractor shall be responsible to keep the access graded and suitable for use by the Contractors and/or their Subcontractors as well as by the GCSWCD and/or its representatives.
- 2.2 In the event that the GCSWCD and/or their representatives discover equipment, appliances or tools that are leaking excessive petrochemical products (i.e. fuel, oil or other lubricants), the Contractor and/or their sub-contractors shall be instructed to remove the vehicle, equipment, appliance or tool with the leak until such time that the leak is repaired.
- 2.3 Access through the adjoining private properties must be done with extreme caution. The GCSWCD, on the information provided by the landowners, will mark known underground items such as septic systems, residential drainage and wells. The Contractor shall take every precaution to prevent damage to said properties and shall be held responsible for repairs to septic systems, drainage pipes or wells.
- 2.4 The Contractor shall be responsible for reviewing the site and informing themselves fully regarding site peculiarities and limitations of space available.
- 2.5 The Contractor shall not use the private bridge at the lower end of the project to mobilize heavy equipment and/or materials.

**SC-3. SITE PROTECTION**

- 3.3 The project site is located in a rural location, with several residences in the immediate project area. The Contractor is responsible for providing security for all equipment, tools, materials and other items located on site. The Contractor shall be aware that children reside in the immediate area, and all work, equipment, materials, tools or other items shall be left in a safe manner.

**SC-4. COOPERATION**

- 4.1 The Contractor shall be responsible, for the distribution to all other contractors, all necessary information as it concerns the Contractors work.

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- 4.2 The Contractor will work cooperatively with the GCSWCD and/or its representatives to conduct certain aspects of the project. In some instances, the GCSWCD may be working in the same area, and the GCSWCD shall stage its work so as to not cause any delay or hindrance for the Contractor.

**SC-5. SITE DE-WATERING**

- 5.1 De-watering of the work area is a critical component of the projects environmental permits. The de-watering will be conducted by the Contractor and the Contractor may not commence work in the stream bed until such time that the creek has been de-watered to the satisfaction of the GCSWCD and/or its representatives or to the satisfaction of all applicable permitting authorities.
- 5.2 In the event that an act of God (i.e. large storm) causes the water levels in the Batavia Kill Stream to rise and de-watering to become insufficient, and the Contractor is delayed due to high water, the Contractor will have no claims for damages. Compensation will be provided in the form of a time extension to complete the work.
- 5.3 De-watering will be conducted as set forth on the project drawings as well as in Construction Specification SR-04 Project De-watering.

**SC-6. POLLUTION CONTROL**

- 6.1 During construction, the Contractor will be responsible to control non-point sources of pollution from the work area. In the event that ground seepage becomes turbid, and is resulting in stream turbidity below the project area, the Contractor will be responsible to install settling basins composed of geotextile and hay bales. Settling basins will be installed in number and locations as directed by the Contracting Officer.
- 6.2 In the event seepage of turbid water continues to leave the site, the Contractor shall use portable pumps to divert the turbid water to a vegetated area adjacent to the creek for filtration.
- 6.3 At all times, the Contractor will insure that all vehicles, equipment, appliances and tools are free from leaks of chemicals to include but not limited to fuel, anti-freeze, oil, hydraulic fluid and lubricants. In the event the GCSWCD, Project Engineer, Contracting Officer or an interested regulatory agency discovers said equipment with leaks, the Contractor shall be directed to cease operation of the equipment and to remove it from the site until such leaks are corrected.
- 6.4 In the event that a Contractor has a spill that requires notification of NYSDEC, it shall be the Contractors responsibility to make such notification in a prompt manner and to take every reasonable step to isolate the spill. In the event of a spill, the Contracting Officer shall be notified immediately. The Contracting Officer shall notify the NYCWAP of any spills that occur.

**SC-7. STAGING AND STORAGE AREA.**

- 7.1 The primary staging area will be at the center of the project near CRT 23C.
- 7.2 The Contractor shall at all time keep their staging area clean and free of an accumulation of debris and rubbish. All areas used for storage or staging will be cleaned and restored

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within ten (10) days of completion of the project.

**SC-8. REMOVAL OF MATERIALS**

- 8.1 Unless a specific item or material is noted to remain the property of the GCSWCD's and/or the effected private property owners, or said item is specified as being owed by the Contractor, all items will be inspected by the Contracting Officer to determine to need to retain the item. If the material is designated as scrap, the Contractor will remove the item from site.

**SC-9. CONTROL OF PERSONS & TRAFFIC ON SITE.**

- 9.1 The Contractor shall control the actions of its employees, agents or assigns, as well as its sub-contractors and their employee, agents or assigns working on the site working and shall enforce all regulations. Access to the site by the GCSWCD and/or NYCWAP or their employees, agents or assigns will be coordinated with the Contractor's Project Supervisor.
- 9.2 The Contractor shall be responsible for traffic control on the public roadways as may be necessary to access the work site with trucks, equipment and/or materials.
- 9.3 The GCSWCD and NYCWAP retains the right to visit the site with other agencies and interested parties when needed. The GCSWCD will coordinate access with the Contractor and will access the site such that the work of the Contractor is not hindered or delayed.

**SC-10. HOURS OF WORK**

- 10.1 Timing of the work required in the de-watered channel is critical to the project. Prior to commencing work, the Contractor must provide the Contracting Officer with a construction schedule which specifies the days and hours of work proposed by the Contractor. The Construction Schedule shall be developed so as to provide for expeditious completion of the work requiring de-watering.
- 10.2 An alternate work schedule may be used only with the prior approval of the Contracting Officer and/or their representative.
- 10.3 If one contractor requires the service of another contractor beyond the standard working hours, the Contractor requiring the extra service shall be responsible for any costs associated with the other contractor working extra hours.
- 10.4 The project will require around-the-clock operation of pumps for de-watering during the stream channel excavation operations. In the Contractor submitted de-watering plan, as required in Section 2.3 of Construction Specification CS-04:Dewatering, the Contractor must address suppression of the noise from the pumps so as to minimize disturbance to the adjoining property owners.

**SC-11. TEMPORARY TOILETS**

- 11.1 The Contractor shall provide, maintain and remove at the end of construction, temporary toilets for use of the workers, Contracting Officer and Project Engineer.
- 11.2 Toilets will be provided in a number and ratio as set forth in applicable local, state or federal

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laws.

**SC-12. EXISTING UNDERGROUND UTILITIES:**

- 12.1 There are no known to the GCSWCD utilities (buried) in the work area.
- 12.2 The Contractor shall be responsible for notification to the Underground Facilities Protection Organization (UFPO) five (5) days prior to the start of construction at (800) 962-7962, for the purpose of locating any underground utilities. Identification and location of utilities is the sole responsibility of the Contractor.
- 12.3 Prior to starting construction, the Contractor shall provide the Contracting Officer with a certification that UFPO has been contacted and what utilities were found to be in the area.
- 12.4 Excavation and access should be done carefully so as to minimize disturbance of the surrounding vegetation.

**SC-13. MATERIALS CERTIFICATION.**

- 13.1 The Contractor shall provide, for all materials used in the project, a certification and/or other documentation that the materials meet the specifications as set forth in the Contract Documents.
- 13.2 The Contractor shall provide material certification in a manner and on a form as provided by the Project Engineer.

**SC-14. PRE-CONSTRUCTION MEETING**

- 14.1 Within five (5) days of award of this Contract, the Contracting Officer shall arrange a meeting at the job site. This meeting shall include the Contractor in addition to the Project Engineer, Contracting Officer and all substantial subcontractors.
- 14.2 At the Pre-construction Meeting, each Contractor shall explain their anticipated procedures on site in detail and shall provide a progress schedule for review.

**SC-15. LIQUIDATED DAMAGES**

- 15.1 Due to the nature of the work, it is not possible to determine the actual costs to the GCSWCD when work is not completed on time. Since the project requires extensive dewatering of the stream channel, a penalty will be assessed as provided below for delays past the agreed upon date of completion.
- 15.2 For site work, in determining whether an extension of time will be granted, consideration will be given to unusual weather conditions that may delay the completion of the work, providing the Contractor has notified the Contracting Officer, in writing, that an extension of time is needed.

**SC-16. PENALTIES**

- 16.1 In the event the Contractor shall fail to substantially complete the work within the time allowed hereunder for such completion, or within the time to which such completion has

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been properly extended in writing, the Contractor shall pay to the GCSWCD as penalty, for each calender day of delay in completing the work the amount of \$500.00 per calender day.

- 16.2 Payment of any penalty costs may be waived by the GCSWCD after review and consideration of the circumstances surrounding the delay(s).

**SC-17. TIME OF COMPLETION AND SEQUENCE OF OPERATIONS**

- 17.1 All work shall be completed as soon as possible and all work shall be completed no later than **September 30, 2000**. In addition, the Contractor shall be required to complete all work requiring de-watering of the stream channel, within the time frame set forth in Section 7 Special Conditions of Construction Specification SR-07:Stream Channel Excavation.
- 17.2 All time frames as contained in this section, are the product of the Project Engineer's estimate. Reasonable adjustments in the time frames allowed for each component may be approved by the GCSWCD upon review of the Contractor's schedule for progression of work which is to be reviewed at the pre-construction meeting.
- 17.2 Work shall start no later than **two (2) weeks** after execution of this Contract.
- 17.3 The final sequencing of construction items will be according to a schedule mutually agreed upon by all parties.

**SC-18. USE OF PREMISES**

- 18.1 The nature of this project, requires work on private properties. At all times, the Contractor shall use all reasonable methods to minimize the disturbance to the landowners in the effected area and to safe-guard their property.

**SC-19. PRIVATE LANDOWNERS**

- 19.1 As set forth in this Contract, any indemnifications or protections, as may be provided to the GCSWCD and NYCWAP or their employees, agents or assigned, shall be extended to also cover the individual landowners and/or tenants who own or occupy the property in the project area.

**SC-20. PROJECT LAYOUT AND CONTROLS**

- 20.1 The GCSWCD is responsible for all project layout and control, and is responsible for verification of their work against the Project Drawings and specifications.

*Greene County Soil & Water Conservation District - Stream Management Program Construction Contract*

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year as shown below.

\_\_\_\_\_  
Greene County Soil & Water Conservation District  
Date\_\_\_\_\_

*Seal*

\_\_\_\_\_  
\_\_\_\_\_, Contractor  
Date\_\_\_\_\_

*Greene County Soil & Water Conservation District - Stream Management Program Construction Contract*

**(For the GCSWCD)**

State of ) **New York**

ss

County of) **Greene**

On the \_\_\_\_ day of \_\_\_\_\_, 2,000, at a \_\_\_\_\_ meeting of the GCSWCD Board of Directors, the board passed a resolution authorizing the Executive Director to execute this agreement.

\_\_\_\_\_  
Board Secretary

**(For Corporate Contractor)**

State of )

ss

County of)

On the \_\_\_ day of \_\_\_\_\_, 1999, before me personally came,

\_\_\_\_\_

to be known, who is by me duly sworn did dispose and say that (s)he resides at \_\_\_\_\_ and that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that (s)he signed his (her) name thereto by like order.

\_\_\_\_\_  
Notary Public

**(For Non-Corporate Contractor)**

State of )

ss

County of)

On the \_\_\_ day of \_\_\_\_\_, 2,000 before me personally came, \_\_\_\_\_ to be known and known to me to be the person described in and who executed the foregoing instrument, and (s)he duly acknowledged that (s)he executed same.

\_\_\_\_\_  
Notary Public