

**TOWN OF EASTCHESTER
WESTCHESTER COUNTY, NEW YORK**

CONTRACT

**RECEIVED
MAY 10 2016
ELQ/ETRE/BMB**

This Contract is made this *16TH* day of *May*, 2016, between the **TOWN OF EASTCHESTER**, a domestic municipal corporation, being a town in the County of Westchester and State of New York, with offices at 40 Mill Road, Eastchester, New York, (the "Town"), and

ELQ INDUSTRIES, INC.

567 FIFTH AVENUE

NEW ROCHELLE, NY 10801

In consideration of the mutual covenants the Town and the Contractor agree as follows:

1. The Contractor shall furnish and provide all the work and materials required to do the following:

**RESURFACING AND REPAIRS WITH ASPHALT CONCRETE OF VARIOUS
STREETS WITHIN THE UNINCORPORATED AREA OF THE
TOWN OF EASTCHESTER, VILLAGE OF TUCKAHOE,
VILLAGE OF BRONXVILLE, NEW YORK, AND THE EASTCHESTER AND
TUCKAHOE UNION FREE SCHOOL DISTRICT**

"SCHEDULE A"

and to build all required structures, to furnish all materials, transportation, tools, appliances and labor necessary therefore; and to remove from the site of the job all rubbish and surplus material which may have accumulated during the progress of the work, and to put in perfect condition for use the entire areas worked upon, all in accordance with the **Notice to Bidders, Instructions to Bidders, the Proposal, the Non-Collusion Statement and the Specifications**, all of which are to be considered a part of this contract and are attached hereto collectively as **SCHEDULE "A"**. That the Contractor will furnish such other and further kinds of work and materials as are necessary to, or usually performed or furnished in connection with said work, and will perform and furnish all other matters and things necessary or usual in the premises, and will finish the said work in a good, substantial and workmanlike manner, complete and perfect in every respect.

Except where expressly prohibited by higher authority or law, no part of this contract or any proceeds or payment thereunder shall be assigned, transferred, pledged or in any way encumbered.

2. The Contractor hereby agrees that upon the completion of the work all surplus materials and rubbish shall be removed from the whole line of the work, which shall not be considered completed until cleared to the satisfaction of the Superintendent of Highways.

Suitable barricades and lights shall be furnished by the Contractor and set up and maintained at all times in the day and night around all unfinished work.

In the event that blasting is necessary to perform any part of the work, the required permits will be obtained by the Contractor and a bond to be filed with the Town Clerk

indemnifying the Town for any and all claims for damages that may arise by reason of said blasting operation.

The amount of the bond is to be determined solely by the Town Attorney.

THE CONTRACTOR HEREBY FURTHER DECLARES AND AGREES AS FOLLOWS:

1. That all the work shall be of the best character, and the materials of the kinds and qualities described in the specifications, or, when not so described, of the best qualities.

2. That the said work shall be commenced within ten days after the execution of this contract and shall thereafter be prosecuted vigorously to completion without the performance of any part thereof in unsuitable weather; and that the said work shall be fully and faithfully completed in every respect within ninety (90) days after the execution of this contract.

3. That the Contractor will at his own expense, provide and furnish any and all manner of materials, labor, tools, implements and cartage of every description necessary or proper to or for the due performance of said work, and the true and faithful execution of this contract.

4. That the Contractor will employ as foremen, mechanics and workmen only such persons as are competent and experienced in the classes of work they may be required to do, and who shall well and properly perform the same.

5. That all work of any kind which during its progress, or before the final acceptance of the whole work, shall become damaged from any cause whatsoever, shall be replaced and

repaired to the satisfaction of the Superintendent of Highways or by the authorized representative at the Eastchester and Tuckahoe Union Free School Districts in the locality where the work is performed, by the Contractor at its own cost and expense.

6. That the Contractor does hereby admit, certify and agree that it is satisfied as to the accuracy of the Superintendent of Highways approximate estimate of the quantities of the work to be done, and that they will not question, dispute or complain of such estimate, nor assert any misunderstanding or misconception of the nature and amount of materials to be furnished or work to be done.

7. That the Contractor will not ask, demand, sue for or recover any compensation for the said work except as hereinafter specified to be paid for the same by the Town.

8. That during the entire period that said work shall be in progress, the same shall be done in such manner that no damages shall accrue, or be had, against the Town, the Village of Tuckahoe, the Village of Bronxville, the Eastchester Union Free School District, or the Tuckahoe Union Free School District, by reason of any accident whatsoever arising therefrom or in consequence thereof.

9. That the Contractor shall be responsible for all of the acts of agents and employees in connection with said work.

10. That the Contractor will at all times be liable for, and will indemnify and make good to the Town, Village of Tuckahoe, Village of Bronxville, and Eastchester and Tuckahoe Union Free School District, any or all damages which may accrue or be sustained by reason of the breach by the Contractor of any covenant in this Contract.

11. The Town, in consideration of the covenants herein contained on the part of the Contractor does covenant and agree with the Contractor as follows:

That if the Contractor shall faithfully perform and fulfill this contract, and keep every covenant on its part herein contained, the Town will pay to the Contractor the sum of **ONE MILLION, FORTY TWO THOUSAND, TWENTY SIX and 60/100 DOLLARS** which amount includes items under the base bid and Warm Mix Asphalt Option, if the Town exercises in its sole discretion such option. The sum is based on the unit prices bid and estimated quantities, which may be subject to change, as set forth in the Specifications in the Bid Request, more particularly pages 5, 6, 7, and 8 and only out of such moneys as shall be collected and received by the Town from the levying of an assessment under the Town Law, for the cost of said improvement. Payment shall be and payable when such moneys shall have been collected and paid into the treasury of the Town, after being duly laid and assessed under the provisions of the Town Law, or received from the sale of assessment bonds or other bonds issued pursuant to the Local Finance Law of the State of New York, upon the completion of said work, and upon the processing of duly executed approved claim forms by the Town Comptroller, the sum of ninety percent (90%) of the said contract price shall be due and payable to the Contractor. The balance of ten percent (10%) shall be due and payable after the completion of the work, and upon the final acceptance thereof. The Town; the Town Board or Superintendent of Highways at its option, and on such terms as it may deem proper, may cause payments to be made not to exceed eighty percent (80%) of the full value of the work done, as the work progresses; but the exercise of such option shall not be deemed inconsistent with any of the terms of this instrument, or in any manner change their force and effect, provided, however, that no payment shall be paid until said work has progressed to the satisfaction of the Town Board or Superintendent of Highways, and until a certificate of the Superintendent of Highways has been filed with the Town Comptroller

indicating the value of the work done, or that this contract has been fully performed and the work finished, complete and perfect in every respect.

12. Thirty (30) days after the final completion of the work, and on approval and acceptance of the work of the Contractor by the various Superintendent of Highways, the authorized representatives of the Eastchester and Tuckahoe Union Free School District, and upon satisfactory proof being furnished to the Town Attorney by the Contractor that all charges for labor and material in connection with the work to be performed under this contract have been paid by the Contractor and that there are no rights outstanding in any person, corporation or partnership to file mechanics liens or other claims against the Contractor for work performed by the Contractor hereunder, the Contractor or Contractors shall receive the balance of ten percent of the contract price as hereinabove stated for which they agreed to perform the work.

AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN

THE PARTIES HERETO, AS FOLLOWS:

13. That the plans or drawings and specifications hereinbefore mentioned are intended to supplement each other so that any matter or things contained or shown by one and not the other shall be of the same effect as if contained in or shown by both and shall be performed and finished by the said Contractor without any charge, claim or demand whatsoever.

14. That in case the said Town, or said Town Board, shall at any time during the progress of the said work, request any alteration, deviation, addition or omission in, to or upon the said work, or any detail thereof, as shown and required by the said plans or drawings and specifications, the Contractor will make each and every alteration, deviation, addition or

omission so requested, and the same shall not be held to void or in any way impair this contract, but the cost and expense thereof, at a fair and reasonable valuation, to be immediately agreed upon by the said Town and the said Contractor and certified at the time in writing, shall be added to or deducted from the moneys to be paid to the Contractor under this contract, and shall be accounted for and settled by and between the respective parties; but the Town Board shall not by reason of the approval of this contract or otherwise be held to be obligated for, or required to make an appropriation to pay the increased expense caused by such alteration, addition, or omission, unless its consent thereto be obtained; nor shall the making of any such alteration, addition or omission vary the time limited for the performance of this contract, unless the days to be added to or deducted therefrom by reason thereof, shall be determined and certified in writing at the time by the said Town Board and the Contractor.

15. That no work shall be considered as accepted which may be defective in construction or deficient in any of the requirements of the specifications; and that the Contractor will correct any imperfect work whenever discovered before the final, completion or acceptance of the whole work.

16. That all material used or work done shall be subject to the inspection of the respective Superintendent of Highways, and the authorized representatives of the Town of Eastchester, Village of Tuckahoe, Village of Bronxville, New York, and the Eastchester and Tuckahoe Union Free School District, or the duly appointed assistants and inspectors under them, and if any materials are brought upon the work, or employed thereon, which the Superintendent of Highways may deem unsuitable or inferior in quality to the requirements of the specifications, they shall be condemned and rejected, and shall be immediately removed from the work by the Contractor, and if any work shall be done which in the opinion of the Superintendent of

Highways does not conform to the specifications, it shall be taken down and rebuilt or the defects otherwise remedied to their entire satisfaction, whenever requested, and the Contractor, shall at his own cost and expense furnish the required number of men to assist in overhauling and inspecting the property.

17. That inspection shall not be construed as relieving the Contractor from any obligation to perform and execute the work in strict accordance with the full intent and meaning of the plans and specifications, nor shall any such inspection, direction or supervision be understood to create any relation as principal and agent between the municipal authorities and the Contractor.

18. That whenever the Superintendent of Highways may give such direction to the overseer in charge, it shall have the same effect as if they were given to the Contractor in person.

19. That the Superintendent of Highways shall have power to direct that the work be commenced and carried out at such points, and in such order of procedure as he may deem best suited to the requirements of the work and to the interest of the Town and such directions shall be obeyed by the Contractor.

20. That it shall be the duty of the Superintendent of Highways to report to the Town Board whenever the Contractor shall refuse or neglect to supply a sufficient number of workmen of proper skill, or material of the proper quality, or fail in any respect to prosecute the work with faithfulness, promptness and diligence, or shall omit to fulfill any provisions herein contained; and if the said Town Board shall be satisfied that such report is correct, it shall have the power to declare this contract to be voided and forfeited, broken and violated by the Contractor, and the Town shall have the right and power to procure and employ other persons, by contract or otherwise, to furnish materials and perform the work required by the said plans and

specifications, so as to fully execute and complete said work and to use such materials belonging to the Contractor delivered upon or in the vicinity of the work, as it may elect, and to charge the cost and expense of completing said work to the Contractor.

21. The expense so charged shall be deducted and paid by the Town out of the moneys otherwise payable according to this Contract; and in case such expense shall exceed the sum which would have become payable to the Contractor, had this Contract been fulfilled on the part of the Contractor, then the Contractor shall pay the amount of such excess to the Town, on notice that the same is due; and in case such expense shall be less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor will be entitled to receive the difference.

22. If the work be suspended or delayed by any act or omission of the Town or because the Town does not own or has not obtained possession of, or has not the right to enter upon, the land upon which the work is to be performed, or because of any act or omission of any employee or agent of the Town, or of any other Contractor performing work for the Town, the Superintendent of Highways shall make such an additional allowance of time for the completion of the work as he may deem proper. No allowance whatever as damages shall be made to the Contractor because of any such suspension or delays, and no claim shall be made by the Contractor on account thereof.

23. That this Contract shall not be construed or understood to release or relieve the Contractor from the consequence of violation of any of the Town ordinances, provided however, that the street, avenue or place where the said improvement is being made, may be used by the Contractor for the necessary prosecution of said work as required by this Contract, and in such manner as least likely to interfere with the rights or to endanger the safety of the public.

24. That the said Town shall not be required to make any payments to the Contractor while the damage sustained by the Town, in consequence of the breach of any of the covenants on the part of the Contractor herein contained, remain unliquidated and unpaid, and the Town shall have the right to retain and apply to its indemnification out of said contract moneys all such sums of moneys as it may be required to pay in consequence of such breach of any of the said covenants of the Contractor.

25. That the Contractor shall be responsible for the entire work until the time of its final acceptance.

26. That no certificate given or payments made under this contract shall operate as or be held to be an admission on the part of the Town that this contract or any part thereon has been complied with, or that any detail of the work has been properly performed, in case the fact shall be otherwise, or so as to preclude any action for damages against the Contractor, should the work and material hereby required not be performed and furnished in every particular in a substantial and workmanlike manner, and of good and proper quality, or should this contract not be faithfully executed in every respect.

27. The Contractor will comply in all respects with Section 220 of the Labor Law of the State of New York, and agrees that no laborer, workman or mechanic in his employ, or in the employ of any other person doing the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property and that the wages to be paid for a legal day's work to all laborers, workmen or mechanics in his employ shall not be less than the schedule of wage rates as shown in **SCHEDULE "B"** annexed

hereto and made a part of this contract, and that he will pay each employee engaged in the work contemplated by this contract the wages earned by said employees in cash.

28. The Contractor will comply in all respects with Section 109 of the General Municipal Law of the State of New York and agrees that this contract shall not be assigned, transferred, conveyed, sublet or otherwise disposed of, and that it will not assign, transfer or dispose of its right, title or interest therein or its power to execute such contract, to any other person, company or corporation, without the previous consent in writing of the said Party of the First Part, under the penalties therein expressly provided.

29. The Contractor will comply in all respects with Section 108 of the General Municipal Law of the State of New York and agrees that it will during the life of this contract keep all employees in its employ insured as required under the provisions of the Workmen's Compensation Law, as amended, and the contract shall be null and void and of no effect unless the Contractor shall secure compensation for the benefit of and keep insured during the life of said contract such employees, in compliance with the provisions of said Workmen's Compensation Law.

30. The Contractor represents that the bid, prior to the bid opening, was independently arrived at without collusion with any other bidder or with any competitor or potential competitor; was not knowingly disclosed prior to the bid opening to any other bidder, competitor or potential competitor; and that no attempt was made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.

31. This contract is subject to all the items and covenants set forth in **SCHEDULE "A"** annexed hereto, and **SCHEDULE "B"** annexed hereto, as required by the Department of Labor of the State of New York.

32. The Contractor will fully comply with all other statutes, acts, ordinances, rules and regulations applicable and having the force of law.

33. The Contractor shall indemnify and hold harmless the Town for any loss, liability, claim, damage, expense (including but not limited to costs of investigation and defense and reasonable attorney's fees) or diminution of value (collectively, "Damages") arising from or in connection with the performance by the Contractor or any failure by the Contractor to perform or comply with this Contract.

35. The Contractor shall obtain and keep in effect at all times during the term of this Contract; at its own expense, the insurance specified in **SCHEDULE "C"** hereto in accordance with the provisions set forth in **SCHEDULE "C"**.

36. The contractor shall take all the necessary steps to insure the public safety and that no property damage occurs to the Town or private property while undergoing paving operations.

IN WITNESS WHEREOF, the Town has caused its corporate seal to be hereunto affixed and these presents to be signed by its SUPERVISOR thereunto duly authorized; and the Contractor has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer, the day and year first above written.

(Corporate Seal)

ELQ INDUSTRIES, INC.

By Samuel R. Etre - COO

PRINT

NAME OF OFFICER & TITLE

[Signature]

SIGNATURE OF OFFICER

TOWN OF EASTCHESTER

By [Signature]
ANTHONY S. COLAVITA, SUPERVISOR

ATTEST

Linda Laird

LINDA LAIRD
TOWN CLERK

AS TO LEGAL FORMS
[Signature]
TOWN ATTORNEY

APPROVED AS TO FUNDS
[Signature]
COMPTROLLER

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)
ss.:

On May 11, 2016
appeared Samuel R. D'Arc

before me, the undersigned, personally

personally known to me or proved
to me on the basis of satisfactory evidence to be the individual (s) whose name
(s) is (are) subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their capacity (ies), and that by
his/her/their signature (s) on the instrument, the individual (s), or the person
upon behalf of which the individual (s) acted, executed the instrument.

DEBRA A. TORINO
Notary Public, State of New York
No. 01T06035062
Qualified in Putnam County
Commission Expires December 20, 2017

Debra A. Torino
Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

On this 16th day of MAY, 2016, before me
personally came ANTHONY S. COLAVITA, to me known, who, being by me
duly sworn, did depose and say, that he is the Supervisor of the Town of
Eastchester, the municipal corporation described in, and which executed the
foregoing instrument; that he knows the seal of said Town; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by
order of the Town Board of the Town of Eastchester and that he signed his
name thereto by like order.

Virginia Micheleletti
Notary Public

VIRGINIA MICHELETTI
Notary Public, State of New York
No. 5005134
Qualified in Westchester County
Commission Expires Nov. 30, 2018

FOR QUESTIONS REGARDING
THIS BID, PLEASE CONTACT
HECTOR DI LEO, SUPERINTENDENT OF HIGHWAY DEPT.
AT (914) 961-8540

NOTICE OF BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals are requested for furnishing equipment, supplies or materials, or for performing work according to Specifications of a Contract to be awarded by the Town of Eastchester for:

**RESURFACING AND REPAIRS WITH ASPHALT CONCRETE OF VARIOUS
STREETS WITHIN THE TOWN OF EASTCHESTER & VILLAGES OF TUCKAHOE
AND BRONXVILLE NEW YORK
FOR THE YEAR 2016, AS DESCRIBED IN THE SPECIFICATION SHEETS
ATTACHED HERETO**

This proposal will be received at the Office of the TOWN CLERK, TOWN OF EASTCHESTER, 40 Mill Road, Eastchester, New York, until **11:15 o'clock a.m., TUESDAY, APRIL 5, 2016**, and is to be enclosed in a sealed envelope with a description of the above title on the outside of the envelope with the name of the person or persons making the same and their addresses, and addressed to the Town Clerk, 40 Mill Road, Eastchester, N.Y. 10709; said proposal will be publicly opened and read at or about **11:15 o'clock a.m.**, at the Town Hall on the above mentioned date.

The following documents are attached:

- 1) INSTRUCTIONS TO BIDDERS
- 2) PROPOSAL
- 3) SPECIFICATIONS
- 4) NON-COLLUSION STATEMENT
- 5) CONTRACT

INSTRUCTIONS TO BIDDERS

Proposals shall be made and received upon the following conditions:

1. Before bidding, contractors are particularly requested to examine the specifications and location of the work.
2. Bidders are required to form their own judgment of the quantities and character of the work, by personal examination of the ground and of the specifications relating to the work.
3. Bidders are required to express in writing and also in numerals, the price for which they will agree to execute and perform the various work stated.
4. The price so named is to cover the cost of furnishing all labor, material, and of performing all the work under this contract, in accordance with the specifications and every expense incidental to the execution of the work.
5. No deviation from the plans and specifications will be permitted, nor shall any extra compensation be claimed or allowed beyond the prices named in the proposal.
6. Each proposal must be accompanied by the deposit of a bank or certified check payable to the order of the Town of Eastchester in the amount of 5% of the total amount of the bid, or a bid bond of like amount. All Bid Bonds, Performance Bonds, Labor and Material Bonds, and Maintenance Bonds must contain the following requirements:
 - A. Signature of Attorney-in-Fact signing on behalf of sureties and for the Officer or Owner signing on behalf of the contractor/vendor/bidder and their names printed or typewritten below their corresponding signature;
 - B. Notary Acknowledgement for the Attorney-in-Fact signing on behalf of sureties and for the Officer or Owner signing on behalf of the contractor/vendor/bidder, along with bond(s) and Power of Attorney; and
 - C. All bonds must be from surety companies licensed to do business in the State of New York, have a good history with respect to claims handling, and attach consent of surety.
7. If the proposal is accepted, the successful bidder will enter into a contract for the work or the goods, as the case may be, and will furnish an executed performance bond in the full amount of the contract price as security for the faithful performance of the terms, covenants and conditions of the contract and a labor

and material bond in an equal amount guaranteeing the full payment of all persons performing labor or furnishing material in connection therewith. The bonds shall have as surety thereon such surety company or companies as are acceptable to the Town and are authorized to transact business in the State of New York.

A separate maintenance bond in the full amount of the contract price shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one (1) year after the date of acceptance of the work. All bonds are subject to the approval of the Town Attorney of the Town of Eastchester as to adequacy, form and content.

8. All deposits will be returned to the unsuccessful bidders and to the successful bidder on the execution of the contract and the furnishing of the required security.
9. The Town Board reserves the right to reject any or all bids submitted to it, to omit any item or items, to waive any informality in a proposal or to approve minor changes in specifications if deemed advisable in the interests of the Town.
10. Upon acceptance of the bid, if the successful bidder fails to execute a contract and furnish the required security within seven (7) days from the date of mailing of said contract by the Town of Eastchester, then the check deposited as aforesaid and the monies standing to the credit of the same shall be forfeited as liquidated damages, or the payment of the bond shall be enforced for the benefit of the said Town of Eastchester.
11. Where applicable, the contract will contain a provision that every mechanic, laborer and workman employed in or about the work contemplated by the contract shall be paid not less than the prevailing rate of wages and provided with not less than the prevailing supplements as provided by Section 220 of the Labor Law of the State of New York.
12. All proposals shall be in the prescribed form, and no other form shall be used. The prices must be written in ink in words and also stated in figures, and any proposal not in accordance with these instructions or not on the blanks furnished, or containing bids not asked for, may be rejected. Where separate prices are required for various items, it is understood that the Town Board shall have complete discretion in awarding the contract as a whole or in part.
13. The details of the insurance requirements related to this proposal are contained in the contract and schedule thereto. All insurance as required hereunder shall run for the benefit of Town of Eastchester, the Village of Tuckahoe, the Village of Bronxville, and the Eastchester and Tuckahoe Union Free School Districts.

14. The notice to bidders, these instructions, the specifications, the proposal and the non-collusion statement shall be deemed to be part of the formal contract to be executed by the successful bidder.

TOWN OF EASTCHESTER, NEW YORK

PROPOSAL

FOR RESURFACING AND REPAIRS WITH ASPHALTIC CONCRETE OF VARIOUS
STREETS WITHIN THE TOWN OF EASTCHESTER, VILLAGES OF TUCKAHOE
AND BRONXVILLE FOR THE YEAR 2016

Company Name: ELQ Industries Inc
Address: 547 Fifth Avenue, New Rochelle, NY 10801
Date: April 5, 2014
Phone Number: (914) 654-1040 Fax Number: (914) 654-1307

1. Hereinafter called the Bidder, does hereby declare that they have carefully examined the INSTRUCTIONS TO BIDDERS and the SPECIFICATIONS relating to the equipment, supplies or work hereinafter described, the proposed CONTRACT and agrees to accept all the terms, conditions and provisions contained therein.
2. The Bidder hereby agrees to furnish all the material to faithfully perform and execute the work of the above matter, in accordance with the specifications relating thereto, and to furnish all the labor, tools, implements, transportation and materials necessary and proper for the said purpose, at the price named below for the various items of work. Asphalt shall be machined-laid, except where machine cannot fit due to limited area. Only then will asphalt be applied by hand.
3. All work assigned under this contract must be fully and faithfully completed in every respect within ninety (90) days after the execution of contract. Any work that remains undone will be subject to a penalty of \$100.00 per day.
4. The Bidder agrees to provide all labor, material and equipment to complete the street pavement resurfacing as specified in the specifications for the following sum based on the unit prices bid on the following pages (WITHOUT WARM MIX ASPHALT OPTION):

ONE Million Forty-two thousand twenty-Six
Dollars and Sixty Cents. (Write in Words) Dollars
() 1,042,026.60
(Write in Figures)

TOTAL BID FIGURE (WARM MIX ASPHALT OPTION COST ONLY):

ZERO

(Write in Words)

Dollars

(\$0.00)

(Write in Figures)

BIDDER'S PROPOSAL

RESURFACING OF VARIOUS STREETS 2016

TOWN OF EASTCHESTER, VILLAGES OF TUCKAHOE AND
BRONXVILLE, NY

NOTE:

The estimated quantities given below are approximate and are for the comparison of bid totals only and are subject to change.

Whenever a unit price in figures differs from the unit price for the same Item as stated in words, the prices written in words will be considered to be the bid.

Please make extensions, to show amount bid for each Item, and also page totals and Contract total.

ITEM NO. ESTIMATED QUANTITIES	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES	AMOUNT BID \$
ITEM 1 NYS 403.1701 7,600 TONS	ASPHALT-CONCRETE TOP-TYPE 6F PER TON <u>One hundred One</u> DOLLARS Write in Words <u>Thirty</u> CENTS Write in Words	101.30	769,880.00
ITEM 2 10 EACH	ADJUST MANHOLE/CATCH BASIN TO GRADE PER EACH <u>Five hundred two</u> DOLLARS Write in Words <u>Sixty-Six</u> CENTS Write in Words	502.64	5,026.60

ITEM NO. ESTIMATED QUANTITIES	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES	AMOUNT BID S
ITEM 3 61,800 S.Y.	ROTOMILL PER S.Y. <u>Four</u> DOLLARS Write in Words <u>Zero</u> CENTS Write in Words	4.00	247,200.00
ITEM 4 4,500 L.F.	LINE STRIPING - (DOUBLE LINES) <u>Zero</u> DOLLARS Write in Words <u>Fifty-Six</u> CENTS Write in Words	.56	2,520.00
ITEM 5 1,500 TONS	SURCHARGE PER TON - NIGHT RESURFACING <u>Six</u> DOLLARS Write in Words <u>Zero</u> CENTS Write in Words	6.00	9,000.00
ITEM 5A 12,000 S.Y.	SURCHARGE PER S.Y. - NIGHT ROTOMILLING <u>Zero</u> DOLLARS Write in Words <u>Seventy</u> CENTS Write in Words	.70	8,400.00

TOTAL BID FIGURE \$ 1,042,026.00

Enter this amount on page 5 Section 4-
(DO NOT INCLUDE WARM MIX ASPHALT OPTION COST)

ITEM NO. ESTIMATED QUANTITIES	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES	AMOUNT BID S
OPTION: ITEM: 404.XXYZQ108 WARM MIX ASPHALT 0 TONS	WARM MIX ASPHALT PER TON ZERO _____ DOLLARS Write in Words ZERO _____ CENTS Write in Words	<u>\$0.00</u>	<u>\$0.00</u>

BID FIGURE (WARM MIX ASPHALT OPTION COST ONLY)

\$ 0.00 _____

Enter this amount on page 6 Section 4

5. The Bidder declares that the unit prices bid cover all the expenses of every kind incidental to the completion of the work and the contract, therefore, including all claims that may arise for negligence or any cause whatever.
6. The total project shall include necessary wedging, raising of manhole frames, and catch basin frames to meet grade of final course of blacktop.
7. The Bidder further declares that he will execute the Statement of Non-Collusion attached to and forming part of this bid.
8. The Bidder further declares that he will execute a formal contract within seven (7) days of its mailing by the Town Attorney and if he fails to execute said contract, the Town Board of the Town of Eastchester shall have the power to rescind said award. The Notice, Instructions, Proposal, Specifications, and Statement of Non-Collusion will together form a part of said contract.
9. The undersigned declares that the only persons interested in this proposal or in the contract proposed to be taken, as principals, are as stated.
10. The Town Board reserves the right to reject any or all bids submitted to it, to omit any item or items, to waive any informality in a proposal or to approve minor changes in specifications if deemed advisable in the interests of the Town.
11. The Bidder further declares that he will abide by the minimum wage schedule set by the Department of Labor, which will be incorporated in the contract.
12. The Bidder agrees that the work to be performed under the contract to be awarded herein will be completed within ninety (90) days after the execution of the contract.
13. All plant mixed bituminous concrete required under the proposed contract will be manufactured at the plant of:

Peckham Materials Corp

Located at Provoost Avenue in the Bronx

13(A) - REGARDING WARM ASPHALT MIX OPTION - (COMPLETE 13(A) IF DIFFERENT PLANT THAN ABOVE

All plant mixed bituminous concrete required under the proposed contract will be manufactured at the plant of:

Located at _____

In the event that the plant designated is not owned by the Bidder, said Bidder shall be required to furnish a statement from the plant owner that the bituminous concrete materials required under the contract will be furnished in accordance with the Specifications, at a rate of 300 tons minimum per day to progress the work properly to the satisfaction of the Town of Eastchester, New York.

ELQ Industries Inc
NAME OF BIDDER

Robert Etre
PRINT
NAME OF OFFICER AND TITLE

Robert Etre
SIGNATURE OF OFFICER

507 Fifth Avenue
ADDRESS

New Rochelle, NY 10801

(SEAL)

TECHNICAL SPECIFICATIONS

DESCRIPTION OF WORK

PRIOR TO THE COMMENCEMENT OF ANY WORK A PRECONSTRUCTION MEETING MUST TAKE PLACE.

These specifications are designed to accomplish the work of resurfacing various streets, parking lots, and miscellaneous work, as described in the attached list within Town of Eastchester, the Village of Tuckahoe, the Village of Bronxville, and the Eastchester and Tuckahoe Union Free School Districts.

The work to be performed under this contract shall consist of resurfacing existing pavements with asphalt concrete, adjusting the existing manholes and catch basins, to conform to the finished grade of pavement after resurfacing.

The furnishing and placement shall conform to current Standard Specifications, construction and materials, according to the New York State Department of Transportation Specifications. The Contractor is responsible for the basic maintenance and protection of traffic at all times. No vehicle traffic shall be permitted for at least 90 minutes. All other work required to complete this contract shall be to the satisfaction of the Superintendent of Highways/Superintendent of Public Works. The Superintendent will designate the order in which the streets are to be resurfaced.

Each bid shall be accompanied by a statement from the bidder stating the location of the plant in which the asphalt concrete shall be mixed.

All work shall be guaranteed for a period of five years and maintained during that time by the Contractor without expense to the Town of Eastchester, the Village of Tuckahoe, the Village of Bronxville, and the Eastchester and Tuckahoe Union Free School Districts, and to the satisfaction of the Superintendent of Highways/Superintendent of Public Works.

Contractor is responsible for locating and replacing all Utility loops after milling. Town is disclosing that there will be one traffic loop within Eastchester. Contractor may contact Villages of Bronxville and Tuckahoe to inquire about any loops in their jurisdiction.

ITEM 1 NYS-403.1701 - ASPHALT CONCRETE TOP - TYPE 6F

A. MATERIALS:

The Asphalt Top Course shall conform to New York State Department of Transportation Standard Specification NYS 403.1701 - Type 6F.

1. Asphalt Cement - shall meet the following requirements:

Grade.....	60-70
Water.....	0.0
Sp. Gr. @ 77 degree F 100 g. 5 sec.....	1.00-1.04
Penn. @ 77 degree F 100 g. 5 sec.....	60-70
% Loss @ 325 degree F.....	1.0
%Pen. of Res.....	60.0 +
%Sol. in CS (Carbon Disulfide).....	99.5 +
Flash Point degree F.....	347 +
Duct. @ 77 degree F.....	60 +

TOWN/VILLAGES WILL HAVE A CERTIFIED COMPANY RANDOMLY TEST BLACK TOP AND WEIGH LOADS AT THE PLANT AND ON THE ROAD

2. Forms - Except where pavement is laid against curbs or headers, the Contractor shall use steel or wood forms having a minimum length of 10 feet for tangents and long radius curves. Forms for short radius curves shall be shaped to required curvature. Forms shall otherwise be straight and free from bends. They shall be cleaned and oiled before pavement is placed against them, repeated daily as forms are moved ahead for reuse. Forms shall resist the pressure of pavement and the impact of roller without movement. They shall rest firmly on sub-grade, be joined neatly and tightly and be staked securely with 3 bracing pins to each 10 - foot length. All form work shall be completed at least 200 feet in advance of paving.
3. Manufacture - Mineral aggregates for the binder and top course shall be heated in dryers to between 275 degree F and 350 degree F and screened to graded sizes. They shall be introduced into the mixer at temperatures from 275 degree F to 325 degree F and mixed dry for at least 15 seconds to produce a homogeneous mixture in which all particles of the mineral aggregate are completely and uniformly coated with the asphalt cement. The mixer shall be a twin pug mill. Batteries of small batch mixers will not be allowed.
4. Hauling and Depositing - The asphaltic concrete shall be delivered from mixer to pavement location in trucks with canvas covers for maintaining the heat to at least 250 degrees F. In cool weather truck bodies shall be heavily insulated. To prevent undue compacting in long hauls, partitions may be required for large truck loads. The inside surfaces of trucks shall be coated with whitewash of lime and water or a soap solution before loading. No oil is permitted for coating. The mix shall be dumped upon platforms or into the hopper of spreading machine.

5. Laying and Finishing - Before paving, all loose and foreign material shall be cleaned from the surface of the base course by brooming. The contact surfaces of all curbing, gutters, manholes and of adjacent pavement edges shall be painted with asphaltic material before placing the course.

After being dumped on platforms, the mix shall be distributed with hot shovels and raked to an even surface of a thickness that will give the required depth after compaction. When the mix is placed with a finishing machine, it shall, when rolled, have the required grade and crown and shall be free from surface depressions or irregularities. The depth of any one course of plant mix shall not be greater than four (4") before consolidation.

The paving shall be done as continuously as practicable to reduce the number of joints.

No asphaltic materials shall be placed from October 1st to May 15th except by written permission of the Superintendent, nor when the air temperature in the shade is below 50 degrees F, nor when the foundation is damp. The contractor shall provide thermometers for determining the temperatures of the asphalt cement and of the mix.

6. Rolling After placing and while still hot and workable, the mix shall be rolled longitudinally beginning at the edges of the pavement and working towards the center and overlapping by one-half the rear wheel of the roller. The roller wheels shall be kept wet to prevent the asphalt from sticking. After being rolled longitudinally, the surface shall be cross rolled on diagonal lines from a tangent at one side to a tangent at the opposite side. Places inaccessible to the roller shall be compressed with hot iron tampers.

Rollers used for asphaltic courses shall be self propelled tandem rollers weighing between seven and ten tons. They shall give a compression under the rear roll of not less than 300 pounds per square inch, and shall be provided with pans which shall prevent ashes, gasoline, oil or grease from dropping upon the pavement. One roller shall be used for each 150 square yards laid in one hour.

The surfaces of the courses shall be tested after rolling with a 16-foot straight edge laid parallel with the center line and any variations from a true line exceeding 1/4 inch shall be eliminated or the pavement relaid.

7. Joints - Before laying hot mixtures against cooled mixtures, the existing pavement shall be cut to a true vertical line and painted with asphalt cement. At joints, mixtures which have cooled may be heated by mounding over with hot materials which are later removed. The heated mixture shall be raked and immediately joined with the hot mixture of the course to be laid.

DRIVEWAYS - Before laying hot asphalt, contractor MUST Saw Cut in front of Driveways when deemed necessary by the Superintendent of Highways or Superintendent of Public Works.

B. PREPARATION OF SURFACE:

The contractor must machine sweep and hand clean the streets as needed to ensure that pavement is thoroughly cleaned prior to resurfacing. It will be the responsibility of the contractor to provide all the necessary materials and labor to reset all water and gas valve boxes or other structures to meet new asphalt finish.

C. TACK COAT:

A tack coat shall be applied on all pavement surfaces, vertical cuts, including along curb, gutters and all structures to provide a closely bonded watertight joint. Tack coat shall be uniformly applied to the surface at the rate of 0.05 to 0.20 gallons per square yard utilizing an approved tank truck with spray bar. No hand held spray bars will be allowed. Tack coat material shall be SS-1, SS-1H, SS-K or SS-KH. Near Driveways, to avoid overspray, Tack Coat MUST be applied by Hand-Brush. Tack Coat must also be applied by Hand-Brush around ALL Castings.

D. KEY - CUTS:

The Contractor shall provide pavement keys at all points where new pavement shall meet existing pavements (beginning and end at pavement sections) as shown on the attached drawing. The contractor shall "key cut" all intersection of streets by notching the existing pavement, twenty-four inches (24") wide minimum and three (3") deep. Joint sealer (hot asphalt concrete) shall be applied where new pavement meets old pavement. All streets shall be cleaned and sprayed with a "Tack" coat prior to paving. Keyways shall also be cut around all existing catch basins not raised to grade to provide adequate thickness and bonding of new pavement.

E. MAINTENANCE AND PROTECTION OF TRAFFIC WORK:

Under this item, Contractor shall maintain traffic for the duration of the Contract and protect the traveling public from all damage to person and property within the limits of, and for the duration of the contract, all in accordance with the plans and specifications and as directed by the Superintendent.

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of hazard and delay. In order to adequately maintain and protect traffic, Contractor shall perform the following additional minimum requirements as directed by the Superintendent.

1. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.

2. Keep the surface of all pavements used by the public free and clean of all dirt, debris, stone, timber, or other obstructions to provide safe traveled ways.
3. Provide flagmen and watchmen as may be required for the guiding of traffic, for use as directed by the Superintendent.
4. Conduct his operations to insure that one-half of the roadway be opened to traffic at all times.
5. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.
6. Provide all cones, barricades, signs and warning devices as may be required, and/or as ordered by the Superintendent to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest "FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." USE OF OPEN FLAME FLARES IS PROHIBITED.
7. Two way traffic must be maintained at all times, unless otherwise authorized.
8. The Contractor shall cover with steel plates, all open trenches at the close of each work day. Such plates shall abut each other and be wedged at each end of trench to prevent plates from sliding open.
9. When work is to be performed fronting a driveway, the Contractor must notify the resident and advise him of the situation, affording him ample time to relocate any vehicle which might be rendered inoperable because of said construction.
10. Upon resurfacing of each roadway or section contractor must furnish and place temporary pavement markings including striping & directional arrows in accordance with NYSDOT specifications on roadways (This only pertains to roadways that had pavement markings)

F. INGRESS AND EGRESS:

The Contractor shall provide and maintain, at all times, safe and adequate ingress and egress to and from intersecting roadways, homes, businesses, and commercial establishments at existing or at new access points, consistent with the work, unless otherwise authorized by the Superintendent. On roadways on which motor bus service is maintained, he shall provide suitable areas or locations for the loading and unloading of passengers. The existing pavement, at improved intersection streets, shall not be disturbed without prior consent of the Superintendent.

G. THE CONTRACTOR'S ATTENTION IS DIRECTED TO:

1. Responsibility to meet with the Superintendent and the Police Traffic Division, prior to start of this work, to insure that his methods for maintaining and protecting traffic are acceptable.
2. If in the opinion of the Superintendent, uniformed police are required. Contractor shall hire same for direction of traffic.
3. The above specifications are **MINIMUM** requirements only. If, upon notification by the Superintendent, Contractor fails to correct any unsatisfactory condition within 24-hours of being so directed, the Superintendent will immediately proceed with adequate forces, to properly maintain the project, and the entire cost of such maintenance shall be deducted from any monies due to Contractor.

H. WITHHOLDING OF PAYMENT:

1. If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24-hours, the Superintendent shall correct the adverse conditions by any means he deems necessary from any monies due the Contractor. The cost of this work shall be in addition to the liquidated damages and non-payment for Maintenance and Protection of Traffic listed above.
2. However, where major nonconformance with the requirements of this specifications noted by the Superintendent, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Superintendent regardless of whether corrections are made by the Superintendent as stated in the paragraph above.

I. BASIS FOR PAYMENT:

The payment for this item shall be the number of Tons of Asphalt Concrete Top Course properly placed and accepted by the Superintendent in accordance with these specifications at the unit price bid for this item. The unit price bid for this item shall include the costs for cleaning the pavement; applying tack coat; cutting required keyways; maintaining and protecting traffic; maintaining ingress and egress; equipment costs; labor costs; material cost; and all other necessary or required items needed to perform the job to the satisfaction of the Superintendent.

ITEM 2 - ADJUSTMENT OF MANHOLE HEADS & CATCH BASINS TO GRADE

Under this item, the Contractor shall adjust the cast iron manholes as may be required to bring the castings to the level of the proposed new pavement surfaces. The excavation shall be backfilled using only concrete of 1:2:4 mix proportion. There must be a minimum of 2" reveal for blacktop to go around casting.

The quantity to be paid for under this item shall be the number of structures properly adjusted in accordance with the specifications. The price bid for this item shall cover the cost of all labor and materials to properly perform the work, including the concrete for backfilling around the manhole heads, catch basin frames, and the necessary excavation, and

the hauling of any excess excavation to the disposal site.

ITEM 3 - ROTOMILL

For Tuckahoe provide labor, material and equipment to rotomill a strip seven feet (7') wide from the curb line. Depth of removal varies from 0" to 2". For Bronxville and Eastchester rotomill curb to curb 2" deep all streets. All material to be removed by the Contractor and roadway swept clean. All traffic maintenance and safe passages to be included.

Payment will be made per square yard of rotomilling completed.

PAVING MUST BE COMPLETED WITHIN THREE (3) DAYS OF ROTOMILLING.

ITEM 4 - LINE STRIPING

Under the direction of the Superintendent of Highways the contractor shall remove any temporary pavement markings and line stripe centerlines 4" wide, DOUBLE LINES onto the roadway with yellow epoxy reflectorized - 20 Mils - NYS Department of Transportation W685.072002.

ITEM 5 - PER TON ADDITIONAL SURCHARGE NIGHT WORK - ASPHALT

Additional surcharge (extra cost) to Resurface at Night - Same as Item 1, except the work would be performed between the hours of 11:00 p.m. - 6:00 a.m. "Night Work" within the Village of Bronxville

ITEM 5A - PER SQUARE YARD ADDITIONAL SURCHARGE NIGHT WORK ROTOMILLING

Additional surcharge (extra cost) to Rotomill at Night - Same as Item 4, except the work would be performed during the hours of 11:00 p.m. - 6:00 a.m. "Night Work" within the Village of Bronxville

OPTION:

ITEM 404.XXYZQ108 - WARM MIX ASPHALT

The Town is looking to obtain pricing for Warm Mix Asphalt - This work will be performed during regular daytime hours within the Village of Bronxville.

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ITEM 404.XXYZ0103 - WARM MIX ASPHALT

DESCRIPTION. This work shall consist of developing, producing and paving a Warm Mix Asphalt (WMA) mixture. WMA is standard HMA produced using a WMA technology typically resulting in a production mixture temperature of 135° C or lower.

WMA pavement course shall be constructed in accordance with this specification and in reasonably close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Engineer. The Contractor is responsible for compacting pavement to a specified density requirement.

The words "hot mix asphalt" and "HMA" in the standard specifications and other documents referenced by this specification shall apply to WMA.

MATERIALS. Requirements of §401-2 and §402-2 shall apply except as noted herein.

WMA Technology. Use a WMA technology appearing on the State's Approved List for Warm Mix Asphalt Technologies.

WMA Design. Design a mixture using a WMA Technology in accordance with MM 5.16, *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedure*. At a minimum, a one point verification of the mixture's volumetric properties is acceptable for the following situations:

- When the WMA mix design is based on an existing Production Status HMA mix design.
- When the WMA mix design utilizes a different WMA technology than an existing Production Status WMA mix design.

Comply with the manufacturer's recommendations for incorporating the WMA technology. Notify the Regional Material Engineer (RME) how the WMA technology will be incorporated prior to fabricating the test specimens. Test specimens may be made from plant produced or laboratory prepared WMA. Test specimens must be made from plant produced WMA if adding the WMA technology in the lab does not simulate the production process. The RME may require a State representative be present during the fabrication and testing. Submit the WMA design to the RME for review and verification at least 14 calendar days before production, including:

- Name of WMA technology being used and the target dosage rate.
- If using an additive other than water,
 - o Submit a MSDS for the additive.
 - o Submit either enough of the additive for the laboratory mix design verification, or the additive pre-blended in the PG Binder at the correct dosage. If the additive is not pre-blended into the PG Binder, include directions for properly incorporating the additive into the laboratory made mixture.
- Prior to the submission of any mix design, contact the RME to determine if there is an increased concern regarding the mixture's moisture susceptibility based on the WMA technology and/or the type of aggregate being used, or the performance of similar mixes. The RME may require AASHTO T 283 moisture susceptibility test results, meeting a minimum Tensile Strength Ratio (TSR) of 80%, as part of the mix design submission.

Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.

CONSTRUCTION DETAILS. Requirements of §401-3 and §402-3 shall apply except as noted herein.

Mix Temperature. Select a desired WMA mixture temperature within the mixing and compaction range as recommended by the WMA technology provider. If the asphalt mixture is being placed over a

ITEM 404 XYZ0103 - WARM MIX ASPHALT

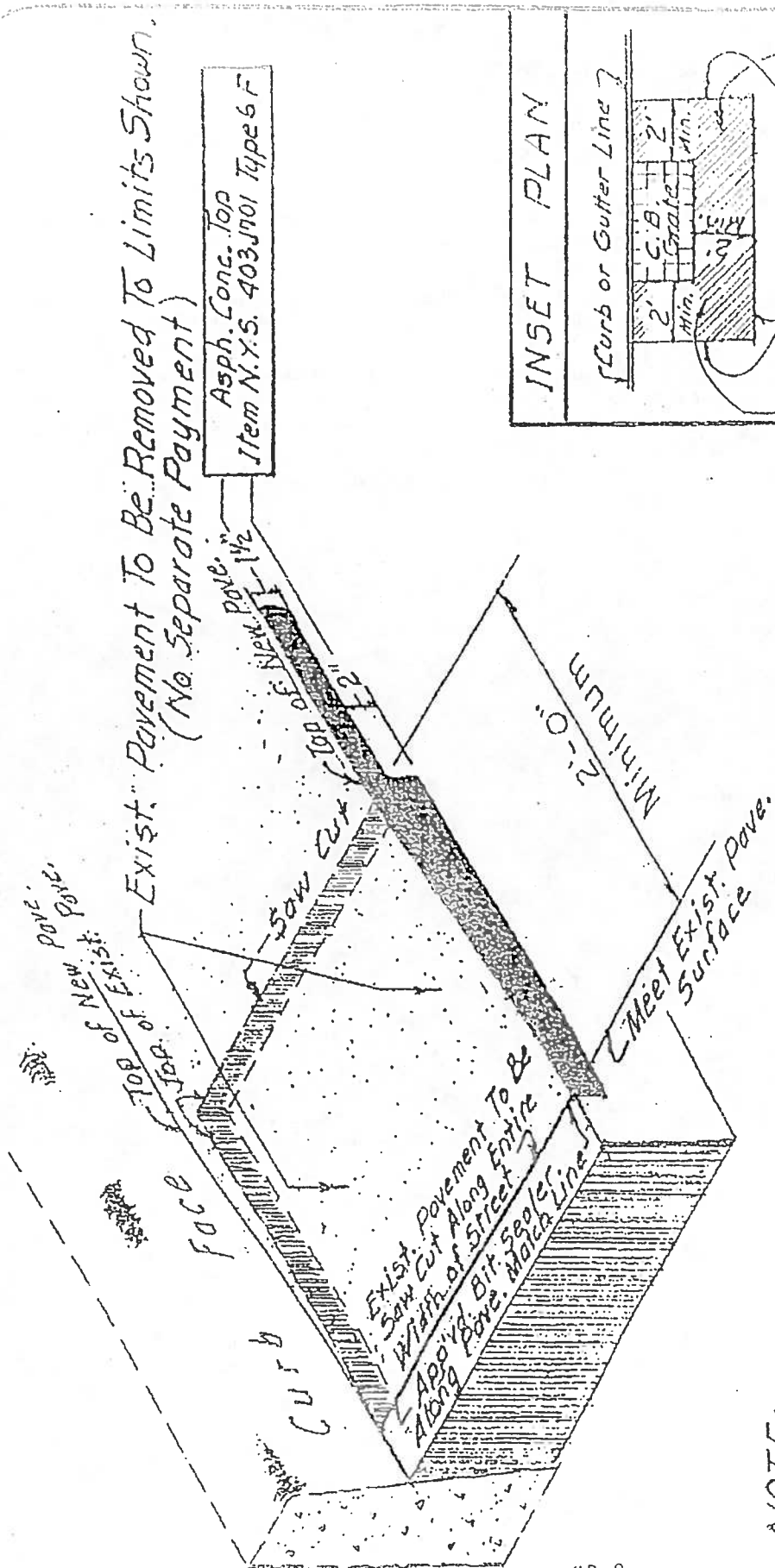
Sheet-Applied Waterproofing Membrane, maintain a minimum delivery temperature in accordance with the Material Detail Sheets prepared by the membrane manufacturer.

For S0 Series compaction method, complete all breakdown roller passes before the mat temperature falls below 110° C, unless approved by the Director, Materials Bureau.

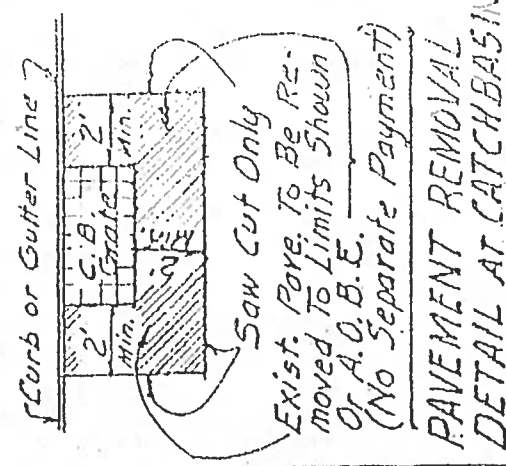
METHOD OF MEASUREMENT. Requirements of §401-4 and §402-4 shall apply, except that the WMA will be measured by the number of metric tons of compacted mixture in the accepted work.

BASIS OF PAYMENT. The unit price bid for WMA mixtures shall meet the requirements specified in §402-5 Basis of Payment

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INSET PLAN



NOTE:
 The Contractor Shall Provide Pavement Keys At All Points of Contact With Pavement Not Slated For Resurfacing, And At All Catchbasin Grates. Keys Shall Be Saw Cut and Pavement Shall Be Removed As Per Dimensions Shown Or A.O.B.E.
 There Shall Be No Separate Payment Made For Saw Cuts or Removal And Disposal of Excavated Pavement.

STANDARD KEY-CUT DETAIL

TOWN OF EASTCHESTER, NEW YORK
 LARRY J. NARDECCHIA, P.E.
 APPROVED
 5-19-94

CONDITIONS

The streets to be resurfaced shall be marked outlining the area to be covered by the Municipalities.

All streets or parking lots to be paved shall be mechanically swept by the contractor and hand cleaned as needed prior to resurfacing.

Each Municipality shall have a full-time inspector with the paving operation who shall have the authority to alter application rates and quantities in the field. When no instructions of change are made the Contractor shall apply a "2" compacted course of asphalt to the existing road surface.

The following is only an estimate of the tonnage to be paved and related work to be performed, and is to be used for comparison of bid items only.

STATEMENT OF NON-COLLUSION
ATTACHED TO AND FORMING A PART OF BID

DATED April 5, 2010

By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to 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.

DATED: 4/5/10

SEAL

EQO Industries, Inc.
NAME OF BIDDER

BY Robert Etre, President
PRINT
TITLE OF OFFICER

Robert Etre
SIGNATURE OF OFFICER