



Contract Documents

## **Security System Upgrade Project**

Town of Pendleton, Niagara County, New York

Project No. 11208430(1)

December 2021



TOWN OF PENDLETON  
 NIAGARA COUNTY, NEW YORK

SECURITY SYSTEM UPGRADE PROJECT

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TOWN OF PENDLETON  
NIAGARA COUNTY, NEW YORK  
SECURITY SYSTEM UPGRADE PROJECT

**Notice to Bidders**

All work will be in accordance with the associated documents and as directed by the OWNER. Separate sealed Bids will be received by the Town of Pendleton until 10:00 a.m. local time on January 6, 2021 at the office of the Town Clerk, Town of Pendleton, Town Hall, 6570 Campbell Boulevard, Lockport, New York 14094, and then at that time and place be publicly opened and read aloud.

All Bids shall be made on the forms furnished and shall be enclosed in a sealed envelope marked "SECURITY SYSTEM UPGRADE PROJECT" and directed to the Town of Pendleton.

The project generally consists of installation of a non-proprietary eight door Honeywell access system with Winpak control software at the Town Highway Garage along with a non-proprietary four camera system at the Town playground as described in these documents.

Contract Documents may be obtained only from the Town Clerk, Town of Pendleton, Town Hall, 6570 Campbell Boulevard, Pendleton, New York 14094.

Bids must be submitted on the proposal form(s) furnished in the Proposal Booklet. The entire Proposal Booklet shall be submitted with the bid. Failure to submit a bid on the proposal form(s) furnished in the Proposal Booklet, will result in automatic disqualification of the bid. Addendum pages, if issued, along with any other required forms outlined in the Contract Documents, shall be stapled to the original pages of the Proposal Booklet, and submitted as part of the Bid.

The bidder must submit a system design package for the work at the Town Highway Garage and at the Town playground along with the Bid. Failure to submit a system design package with the Bid will result in disqualification of the bidder.

No bidder may withdraw his Bid within forty-five (45) calendar days after the actual date of the opening thereof.

The Town of Pendleton is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment, and supplies sold to the Town of Pendleton pursuant to this Contract. Also exempt from such taxes are purchases by the CONTRACTOR and his Subcontractors of materials, equipment, and supplies to be sold to the Town of Pendleton pursuant to this Contract, including tangible personal property to be incorporated in any structure, building, or other real property forming part of the Project. These taxes are not to be included in the Bid.

Each bidder's attention is called to the General Municipal Law, which requires a Bidder's Certificate of Non-Collusion. Copies of such certifications are part of the Proposal Form, and unless completed with the Bid, will **not** be accepted.

The Town of Pendleton reserves the right to waive any informalities in the Bid and to reject any or all Bids.

Date: December 21, 2021

TOWN OF PENDLETON



TOWN OF PENDLETON  
NIAGARA COUNTY, NEW YORK  
SECURITY SYSTEM UPGRADE PROJECT

**Information for Bidders**

**1. Bids Received**

The Town of Pendleton (hereinafter called OWNER) will receive sealed Bids for the Work included in these documents at the time and place and under the conditions stated in the Notice to Bidders.

**2. Work Included**

A description of the Work included under this Contract is included in Section 01010, Summary of Work, of this Contract.

**3. Bids**

Bids must be made upon the forms contained herein in the Proposal Booklet and as follows:

The Bids must be submitted on the form(s) furnished in the Proposal Booklet. The entire Proposal Booklet shall be submitted. The blank spaces in the Proposal Form must be filled in correctly where indicated, for each and every item, and the Bidder must state, both in words and in numerals, written or printed in ink, the price(s) for which he proposes to do each item of the Work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used.

The Bidder shall sign his Bid correctly. If the Bid is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Bid must be signed and sealed by an official of the firm, partnership, or corporation. The following original signatures are required to be affixed to the Bid Documents:

<i>Item</i>	<i>Signature Received*</i>
Proposal Form	CONTRACTOR
Certified Copy of Resolution of Board of Directors (Page PFC-1)	CONTRACTOR
Non-Collusion Bidding Certificate (Page PFC-2)	CONTRACTOR

\* Seal and authorized signature required if Bid is by a corporation.

**The Bidder must submit a system design package for the work at the Town Highway Garage and at the Town playground along with the Bid.**

**4. Late and Irregular Bids**

Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than those provided for in the Proposal Form, bids containing escalation clauses, or irregularities of any kind. Bids received by mail or otherwise after the time specified for the bid opening will not be accepted and will be returned to the Bidder unopened.

## **5. Competency of Bidders**

Each Bidder shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the Work within the time allowed and to prosecute and complete the Work at the rate of time specified.

## **6. Execution of Contract**

When OWNER issues an Award of Contract to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of an Agreement. The Successful Bidder will be required to execute the Contract within ten (10) business days from the date of Award of Contract and deliver the Contract and Agreement (and any insurance documentation required to be delivered by the Contract Documents) to OWNER. In case of the Bidder's failure or neglect so to execute the Contract within ten (10) business days from the date of Award of Contract, OWNER may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Bid and acceptance shall be null and void.

## **7. Contractor's Insurance**

CONTRACTOR shall, commencing on the Effective Date of the Contract, secure and maintain in force during the full term of this Contract and such times thereafter that CONTRACTOR enters upon the property to maintain or repair after final acceptance of the Work under this Contract, insurance from an insurance company authorized to write insurances in the State of New York as will protect himself, his Subcontractors, and OWNER from claims for bodily injury, death or property damage which may arise from operations under this Contract. CONTRACTOR shall not commence or proceed to work under this Contract until he has filed his standard certificate of insurance or the certified copy of the insurance policy with TOWN. Each insurance policy shall contain a clause providing that in the event of cancellation, change or non-renewal of the policies, the insurance company will give thirty (30) days' advance written notice to TOWN. The certificate of insurance shall be completed and executed prior to the signing of the Contract. The certificate of insurance shall have the name, address, and telephone numbers of both the insurance company and the insurance company agent.

CONTRACTOR shall also secure and maintain in force during the time required by the insured, the various insurances that might be required by any other governing and regulatory agency.

CONTRACTOR's insurance company, if not a New York State Corporation, must have on file with the Secretary of State of New York a certificate of authority to conduct business in New York State. This certificate, inter alia, names the Secretary of State as agent to accept service of a summons on behalf of the insurance company.

## **8. Responsibility of Contractor**

Attention is here particularly directed to the provisions of the Contract whereby CONTRACTOR shall be responsible for any loss or damage that may happen to the Work or any part thereof during its progress; and also, whereby CONTRACTOR shall make good any defects or faults that may occur within the guarantee period.

## **9. Familiarity with the Work**

Bidders shall carefully examine all Contract Documents and all available information with respect to existing conditions; shall visit the site to make a thorough investigation of conditions that may in any manner affect the performance of the Work; shall familiarize themselves with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the Work; and shall



carefully coordinate their observations with the requirements of the Contract Documents. The Bidders' obligations hereunder shall include, but not be limited to, making such additional surveys and investigations, as they may deem necessary to determine their Bid price(s) for performance of the Work.

The Successful Bidder, by signing the Contract, agrees that he will make no claim for additional payment, or for an extension of time for completion of the Work, or for any other concession, because of any misinterpretation or misunderstanding, on his part, of the Contract Documents, or because of any failure, on his part, to fully acquaint himself with all conditions relating to the Work, or for any other reason.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section of the Information for Bidders.

**10. Right to Reject**

OWNER reserves the right to reject any and all Bids or alternates deemed to be not in the best interest of OWNER.

**11. Award of Contract**

Determination of the low Bidder and the Award of Contract for this project will be made based upon the lowest responsible, responsive bid for the Base Bid plus any alternates or combination thereof for this Project and deemed to be in the best interest of OWNER.

**12. Rate of Progress and Time of Completion**

CONTRACTOR shall within ten (10) calendar days after the effective date of the Contract, submit a Construction Schedule for the project.

The following completion time shall be in effect for the Contract.

**75 CALENDAR DAYS FROM THE DATE OF NOTICE TO PROCEED.**

The completion time specified above shall include all work to furnish and install all materials included in the Contract Documents, including cleanup and placing all facilities into operation.

**13. Material Performance**

CONTRACTOR will be held responsible for strict conformance to the Specifications for the quality, performance, and test results of each item of material covered by the Contract. He shall obtain adequate guarantees addressed to OWNER from the various manufacturers that the material furnished shall meet the specifications in every respect.

**14. Non-Collusive Bidding Certification**

Each Bid shall contain a properly executed "Non-Collusive Bidding Certification," as required by Section 103-d of the General Municipal Law. The necessary form is provided herein for each Bid.

Section 103-d of the General Municipal Law is:

103-d. Statement of non-collusion in bids and proposals to political subdivision of the state or fire district.

1. Every Bid hereafter made to a political subdivision of the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true, under the penalties of perjury: Non-collusive bidding certification.
  - a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    - i. 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; and
    - ii. 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
    - iii. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.
  - b) A Bid shall not be considered for award, nor shall any award be made where Paragraphs a) i, ii, and iii above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraphs a) i, ii, and iii above have not been complied with, the Bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
  - c) The fact that a Bidder a) has published price lists, rates, or tariffs covering items being procured, b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of Paragraph 22.1 a).
2. Any bid hereafter made to any political sub-division of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in Subdivision One of the section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion, as the act and deed of the corporation. As amended L.1965, C.751, Sec. 1: L.1966, C.675, Sec. 2, effective Sept 1, 1966.

TOWN OF PENDLETON  
NIAGARA COUNTY, NEW YORK

SECURITY SYSTEM UPGRADE PROJECT

PROPOSAL OF \_\_\_\_\_ (NAME OF BIDDER)

PROPOSAL FORM

(This Proposal shall not be detached from the Contract Documents and the entire booklet, including any Addenda, shall be included with each signed Bid.)

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work and the Contract Documents; that no person or persons acting in any official capacity for the OWNER is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Agreement with the OWNER to provide all necessary equipment, tools and other means of construction and to do all work and furnish all the materials shown and specified in the Contract Documents and according to the requirements of the ENGINEER as therein set forth, and then he will take in full payment therefore, the following sums to wit:

Bidder agrees to perform all the following work described in the Specifications and shown on the Contract Drawings, for the following fixed maximum, fixed minimum, unit prices or lump sums. The Bidder also agrees that the unit prices or lump sum prices bid and the fixed maximum and fixed minimum shall be full compensation for furnishing all labor, materials, tools, equipment, profit and overhead necessary to perform the work as shown and specified.



The signing of the Proposal Form and submission of a Bid shall constitute a release of OWNER and ENGINEER, their respective officers and their agents or employees, from all claims whatsoever with respect thereto.

In the event that OWNER requires more than forty-five (45) calendar days after the actual date of the bid opening to award the Contract and the lowest qualified bidder does not grant an extension of time for OWNER to award the Contract, OWNER reserves the right to award to the second lowest qualified bidder.

Upon receipt of written notice of acceptance of this Bid, Bidder will execute the formal Contract and Agreement attached within ten (10) banking days.

The Bidder acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

Respectfully submitted,

by \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

(SEAL - if bid is by a corporation)

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Email Address

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

\_\_\_\_\_  
(Name of Corporation)

RESOLVED  
that

\_\_\_\_\_  
(Person Authorized to Sign)

\_\_\_\_\_  
(Title)

to

\_\_\_\_\_  
(Name of Corporation)

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

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_  
(Name of Corporation)

at a meeting of its Board of Directors held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

(S E A L)

The above form must be completed if the Bidder is a Corporation.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (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.

The person signing this bid or proposal certified that: (a) He has fully informed himself regarding the accuracy of the statements contained in this Certification, and under the penalties being applicable to the Bidder, as well as to the person signing in its behalf; and (b) that attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal on behalf of the corporate bidder.

\_\_\_\_\_  
(Name of Individual, Partnership, or Corporation)

By: \_\_\_\_\_  
(Person authorized to sign)

(S E A L)

\_\_\_\_\_  
(Title)

ATTACH  
SYSTEM DESIGN PACKAGE  
HERE



TOWN OF PENDLETON  
NIAGARA COUNTY, NEW YORK

SECURITY SYSTEM UPGRADE PROJECT

**General and Special Conditions of Contract**

**1. Contract Documents**

The Contract Documents shall consist of Notice to Bidders, Information for Bidders, Proposal Form, General and Special Conditions of Contract, Technical Specifications, Appendices, including all modifications and Addenda thereof incorporated in any of the documents before execution of the Contract.

**2. Obligation of Contractor**

CONTRACTOR shall, at his own cost and expense, provide any and all manner of superintendence, insurance, bonds, inspection by permitting agencies or others, where required, arising out of or caused by the Work under the Contract, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, water, transportation and whatever else may be required of every description necessary to do and complete the Work, and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof. CONTRACTOR shall cover and protect the Work from damage and make good all injury or damage to the same occurring before the completion of this Contract.

CONTRACTOR shall, at his own expense, wherever necessary or required, establish and maintain fences, watchmen, lights, and take any other precautions as may be necessary to protect life, property, structures, and Work in place. CONTRACTOR shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees, workmen, or subcontractors. CONTRACTOR shall comply with all federal, state, and local laws and regulations which govern and pertain to his operations. He shall provide safe access at all times to the construction site and to private property.

**3. Permits, Laws and Ordinances**

CONTRACTOR shall keep himself fully informed of all existing and current ordinances and regulations and municipal, county, state, or federal laws in any way limiting or controlling the actions or operations of those engaged upon the Work. The CONTRACTOR is responsible to obtain and pay for a Town of Pendleton Town Contractor's License necessary for construction of the Project.

**4. Claims for Labor and Materials**

CONTRACTOR shall indemnify and save harmless OWNER from all claims for labor done and for materials furnished under this Contract.

**5. Guarantee of Work, Maintenance and Repair**

CONTRACTOR guarantees the work done under this Contract has been completed in a good and workmanlike manner, and that the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee shall be for a period of one (1) year after formal acceptance of the work by the OWNER.

When ENGINEER deems it necessary, and so orders, such replacements or repairs shall be undertaken by CONTRACTOR within twenty-four (24) hours after service of notice.

## **6. Release of Liability**

No person or corporation, other than the signator of this Contract as CONTRACTOR, now has any interest hereunder, and no claim shall be made or be valid, and neither OWNER or any employee or agent thereof shall be liable or be held to pay any money, except as provided in the Contract Documents. The acceptance by CONTRACTOR of the final payment shall operate as and shall be a release to OWNER and every representative and agent thereof, from all claims and liability to CONTRACTOR for anything done or furnished for, or relating to the Work, or for any act or neglect of OWNER or any person relating to or affecting the Work.

## **7. Breakdown Cost of Lump Sum Items**

After Award of Contract and prior to the actual start of construction, the Successful Bidder shall submit an itemized schedule of his estimated costs of certain lump sum items determined by ENGINEER and for approval by ENGINEER. This lump sum schedule will be utilized in computing the periodic estimates.

## **8. Temporary Facilities and Services**

- A. CONTRACTOR shall provide safe and sanitary working conditions for each operation. He shall inform himself of, and shall comply with all safety and sanitary rules, laws, and regulations.
- B. Payment for Miscellaneous Temporary Work
  - 1. No direct payment will be made for the installation, removal, and operating costs of temporary work, facilities or services or other such items stipulated in this section unless payment therefore has been specifically defined. Compensation for all such services, materials, and ancillaries shall be considered as having been included in the price(s) stipulated in the Bid.
- C. Temporary Utilities
  - 1. CONTRACTOR shall be responsible for all temporary utility services required by him and his Subcontractors. CONTRACTOR shall make all arrangements required with the utility companies for the installation, operation, and removal of the same.

## **9. Shop Drawings**

After Award of Contract and prior to the actual start of construction, the Successful Bidder shall submit shop drawings for the products to be used on the project for acceptance and approval by the OWNER. Shop drawings for components of systems shall be submitted as one complete package, reviewed and coordinated by CONTRACTOR, for all aspects of the system. Partial submittal packages will not be reviewed.

In the event CONTRACTOR obtains approval for the use of equipment other than that which is shown or specified, CONTRACTOR shall, at his own expense make all changes to the work, including structures, electrical, equipment and controls, that may be necessary to accommodate the equipment.

Approval of Shop Drawings shall not relieve the CONTRACTOR from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents.

**10. Coordination of the Work**

It shall be the full responsibility of CONTRACTOR who is awarded the Work to oversee all project coordination in accordance with the Contract Documents. CONTRACTOR shall be responsible for the coordination and scheduling of the startup services for all equipment and facilities installed under this Contract.

**11. Connections to Existing Facilities**

CONTRACTOR shall keep existing facilities in operation unless otherwise approved by the OWNER. CONTRACTOR shall perform all construction activities so as to avoid interference with the operations of the OWNERS facilities.

**12. Protection of Property**

CONTRACTOR will be held responsible for all damage or injury done during prosecution of the work. CONTRACTOR shall restore and repair at his own expense, in a manner satisfactory to the OWNER, such property that was damaged.

END OF GENERAL AND SPECIAL CONDITIONS OF CONTRACT



SECTION 01010  
SUMMARY OF WORK

PART 1 GENERAL

1.1 SITE LOCATION

- A. Project Location – Town Highway Garage and Town Playground, 6640 Campbell Boulevard, Town of Pendleton, Niagara County, New York.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. General

1. It is the intent and purpose of these Specifications and accompanying Contract Documents to describe the general construction work associated and included under this Contract.

**B. TOWN OF PENDLETON SECURITY SYSTEM UPGRADE PROJECT**

The Work under the Project is included and outlined in the following Bid Items of the Contract:

1. Item 1 – Security System Upgrades at Highway Garage

Under this Item, the CONTRACTOR shall provide all labor, materials, tools, and equipment necessary and required to perform the security system upgrades at the Highway Garage, complete and operational.

Work under this Item shall generally be comprised of the following:

- a. Furnishing and installing a non-proprietary, eight (8) door access control system at the Highway Garage consisting of Honeywell Netaxs 123 panels, Winpak SE control software, HID readers, door strikes, and door handles, complete and operational.
- b. The work includes procurement of the equipment, installation, electrical systems, connections and controls, programming, integration of new system into the OWNER'S current system, and all other work and items necessary to provide a complete and operational security system.

2. Item 2 – Security System Upgrades at Playground

Under this Item, the CONTRACTOR shall provide all labor, materials, tools, and equipment necessary and required to perform the security system upgrades at the playground, complete and operational.

Work under this Item shall generally be comprised of the following:

- a. Furnishing and installing a non-proprietary four (4) camera security system at the playground consisting of 4K POE cameras, color 24/7, 16 channel NVR Hikvision, industrial POE switch, two (2) point to point modules and associated equipment, complete and operational.

- b. The work includes procurement of the equipment, installation, electrical systems, connections and controls, programming, integration of new system into the OWNER'S current system, and all other work and items necessary to provide a complete and operational security system.

### 1.3 MODIFICATION

- A. The right is reserved by the OWNER and the ENGINEER to make such changes in the order and execution of the Work to be done under these Specifications as, in the judgment of the ENGINEER, may be necessary or expedient to carry out the intent of the design of the Contract, and no increase in unit prices, if any, over the Contract rates will be paid the CONTRACTOR on account of such changes.

### 1.4 PRE-BID VISIT AND SYSTEM DESIGN

- A. Prior to submitting a bid on this project, the CONTRACTOR shall contact the OWNER to arrange for a site visit and meet with the OWNER to inspect the locations of the project. During this site visit, the CONTRACTOR shall obtain any and all information necessary for the CONTRACTOR to establish a price for the work and to develop a system design for the project. The CONTRACTOR shall prepare the system design package prior to the bid and shall submit this design along with his bid.

- B. The CONTRACTOR shall contact Aaron Bair, Deputy Superintendent Water and Wastewater, Town of Pendleton, to arrange for a site visit. The following are his contact telephone numbers:

Office: (716) 625-8033  
Cell: (716) 545-0859

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a unit price or lump sum payment method.

##### 1.2 RELATED SECTIONS

- A. Proposal Form
- B. Section 01010 – Summary of Work

##### 1.3 AUTHORITY

- A. Measurement methods delineated in the individual specification sections complement the criteria of this Section. In the event of conflict, the requirements of the individual Specification Section will govern.
- B. Take all measurements and compute quantities. The ENGINEER will verify measurements and quantities.
- C. Assist by providing necessary equipment, workers, and/or survey personnel as required.

##### 1.4 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding, contract purposes, and comparison of the bids only. Actual quantities and measurements supplied or placed in the Work and verified by the ENGINEER determine actual payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.
- C. The OWNER reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

##### 1.5 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services and materials shall be included in the prices stipulated for the lump sum and unit price items listed herein.

- C. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the ENGINEER multiplied by the unit price for the Work, which is incorporated in or made necessary by the Work.

## 1.7 SCHEDULE OF PAY ITEMS

### A. TOWN OF PENDLETON SECURITY SYSTEM UPGRADE PROJECT

#### 1. Item 1 – Security System Upgrades at Highway Garage

Work under this Item shall generally be as specified in Section 01010, Summary of Work, as defined in these Contract Documents, and as shown on the Contract Drawings.

Measurement: The quantity measured for payment under this Item shall be measured on a lump sum basis for the work completed under this Item, installed, tested, complete and operational.

Payment: Payment for the work under this Item shall be made on a lump sum basis and shall be full payment for the work under this Item.

#### 2. Item 2 – Security System Upgrades at Playground

Work under this Item shall generally be as specified in Section 01010, Summary of Work, as defined in these Contract Documents, and as shown on the Contract Drawings.

Measurement: The quantity measured for payment under this Item shall be measured on a lump sum basis for the work completed under this Item, installed, tested, complete and operational.

Payment: Payment for the work under this Item shall be made on a lump sum basis and shall be full payment for the work under this Item.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION