

BID DOCUMENTS
FOR THE
CORRELATOR FOR WATER LEAK
DETECTION PURCHASE
CITY OF LOCKPORT, NIAGARA COUNTY, NEW YORK 14094
CONTRACT NO. 2540

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April 2023

NOTICE TO BIDDERS
CITY CLERK'S OFFICE
LOCKPORT, NEW YORK

Bid Documents for
Correlator for Water Leak Detection Purchase
Contract No. 2540

The City is requesting proposals for the purpose of purchasing a new correlator for water leak detection for the City of Lockport, NY 14094.

The Project: The project consists of the purchase of a new correlator for water leak detection for the City of Lockport, New York. The contractor will be required to furnish a new correlator in compliance with all specifications.

To obtain Bid Documents: Effective April 19, 2023, Bid Documents can be obtained by contacting the City Clerk, Ms. Sarah K. Lanzo at 716-439-6776 or cityclerk@lockportny.gov. Bidders must be registered with the City Clerk as having obtained a complete set of Bidding Documents.

To ask questions: Please contact City Clerk Ms. Sarah K. Lanzo at 716-439-6776 or cityclerk@lockportny.gov.

Sealed Bids on the forms provided shall be received by City Clerk Ms. Sarah K. Lanzo at her office, Municipal Building, One Locks Plaza, Lockport, New York, until **2:00 P.M. on May 5, 2023** at which time they will be publicly opened and read for the **Correlator for Water Leak Detection Purchase, Contract No. 2540**.

Bids must be for the amount in gross and include everything connected with the above stated project.

The City of Lockport, New York, reserves the right to reject any or all bids, to consider the reputation and experience of the Bidder in making its selection; to waive any informalities or minor deviations from the specifications; and to award work to other than the lowest quote, if for good and sufficient reasons, it is considered in the best interest of the City of Lockport, to do so.

Sarah K. Lanzo
City Clerk

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INFORMATION FOR BIDDERS

1. BIDS

- (1) Bids must be submitted on the prescribed forms that are attached hereto.
- (2) All blank spaces in the Bid for lump sum bidding or unit prices and extended totals thereof, must be filled in, and except as otherwise expressly provided in the Bidding Documents, no change is to be made in the phraseology of the Bid or in the items mentioned therein.
- (3) Bids that are illegible or that contain omissions, alteration, additions, or items not called for in the Bidding Documents, may be rejected as informal. In the event any Bidder modifies, limits or restricts all or any part of his Bid in a manner other than that expressly provided for in the Bidding Document, his Bid will be rejected as informal.
- (4) Any Bid may be considered informal which does not contain prices in words and figures in all of the spaces provided, or which is not accompanied by bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words may, at the discretion of the Engineer, be considered binding. If unit prices are required and there is a discrepancy in the unit prices and extended totals, the unit prices shall be binding upon the Bidder.
- (5) If the Bid is made by a corporation, the names and places of residence of the President, Secretary and Treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture. If by an individual, his name and place of residence shall be given.
- (6) Permission will not be given to modify, explain, withdraw, or cancel any Bid or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids.

2. EXAMINATION OF BIDDING CONTRACT DOCUMENTS AND SITE

- (1) Prospective Bidders shall examine the Bidding and Contract Documents carefully, and before bidding, may make a request which shall be in writing to the City, for an interpretation or correction of any ambiguity, inconsistency or error, therein, which should be discovered by a reasonably prudent Bidder. Such interpretation or correction as well as any additional contract provisions the City shall decide to include, will be issued in writing by the Engineer as an addendum, which will be sent by certified mail or delivered to each person recorded as having received a copy of the Bidding and Contract Documents, not later than three (3) days prior to the date specified for the opening of the bids, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective Bidders. Upon such mailing or delivery and making available for inspection, such addendum will become part of the Bidding and Contract Documents, and will be binding on all Bidders, whether or not the Bidder receives or acknowledges the actual notice of it. The requirements contained in all Bidding and Contract Documents shall apply to all addenda.
- (2) Only the written interpretation or correction so given by addendum shall be binding. Prospective Bidders are warned that no officer, agent, or employee of the City is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.
- (3) The attention of persons intending to make proposals is specifically called to that paragraph wherein the Bidder agrees that he has examined the Contract Documents and the site of the work, and has fully informed himself from his location, and other conditions affecting the work to be performed, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public

service corporations, on, over or under the site, and that he will make no claim against the City by reliance upon any estimates, tests or other representations made by any officer or agent of the City with respect to the work to be performed under the Contract. Particular attention is called to the proposal forms which may contain special notes and special specifications at variance with standard plans and specifications.

Whenever subsurface borings or other subsurface information obtained by the City is available for a Bidder's inspection, it is understood that it has been obtained with reasonable care and recorded in good faith with reasonable interpretation placed on the results and character of materials and conditions to be expected. The Bidder must interpret this information according to his own judgment, and not rely upon it as accurately descriptive of subsurface conditions, which may be found to exist. The information is made available to the Bidder only in order that the Bidder may have access to the identical information available to the City.

3. COMPUTATION OF BID

- (1) In computing their bids, Bidders are not to include the sales and compensating use taxes of the State of New York, or any City and County in the State of New York, for any supplies or materials to be sold to the City pursuant to the provisions of Section 10 of the Information to Bidders which are exempt from such taxes in accordance with the provisions of Section 10 of Information to Bidders.

4. QUALIFICATIONS OF BIDDERS

- (1) Each Bidder shall upon request of the City, submit on the form furnished by the City, a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the work, and his organization and equipment available for the work contemplated; and when specifically requested, to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the contract, and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.
- (2) The City reserves the right to consider as unqualified to do the work of general construction, any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.
- (3) A Bidder must also be prepared, if required by the City, to prove to the satisfaction of the City that he has successfully completed a contract of similar work in an amount of not less than 75% of the amount of his total bid.

5. AWARD OF CONTRACT

- (1) The award of the Contract shall be made to the lowest Bidder who, in the opinion of the City, is qualified to perform the work required and is responsible and reliable. The lowest bid shall be determined by the City on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the bid, therefore, at the lump sum and/or unit price, if any, contained in the bid. When alternate bid items are required in the bid, the City reserves the right to select any alternate or combination of alternates and the contract will be awarded to that responsible Bidder whose bid for the alternate or combination of alternates, selected by the City is the lowest.

- (2) Subject to the right hereinafter reserved, the work will be awarded within forty-five (45) Calendar days after the opening of bids to a single responsible Bidder, or any combination of Bidders whose bid conforms to the requirements of the Bidding Documents.
- (3) The right is reserved, as the interest of the City may require, to reject any bid or all bids and to waive any informality in any bid received. Without limiting the generality of the foregoing:
 - (a) A bid may be rejected if the Bidder cannot show to the satisfaction of the City: (1) that he has the necessary capital, skill and experience; or (2) that he owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract, and thereafter to execute and complete the work at the rate, or within the time, specified; (3) that he is not already obligated by the performance of so much other work as likely to delay the commencement, prosecution, or completion of the work contemplated by the Contract.
- (4) The City also expressly reserves the right to reject any bid, if in its opinion, considering the work to be performed, the facts as to the Bidder's business or technical organization, plant, financial and other sources or business experience compared with the work bid upon, justify rejection.
- (5) The award of the Contract shall not be construed as a guarantee by the City that the plant, equipment and the general scheme of operations and other data submitted by the Bidder with or after his bid is either adequate or suitable for the satisfactory performance of the work.
- (6) The Bidder whose proposal has been accepted will be required to appear at the place and at the time designated by the City, in person; or if a firm or corporation, a legally authorized representative shall so appear, and shall execute the contract within five (5) calendar days of date of notice of award of contract.
- (7) Failure or refusal of the Bidder whose proposal is accepted to execute the Contract as hereinbefore provided, shall constitute a breach by such Bidder or the Agreement created by the acceptance of the Proposal, and in such event, the City at its option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Proposal and the City acceptance thereof, shall be null and void, and the City shall be entitled to take action for damages. Such damages shall include the amount of the total contract finally accepted in excess of that of the originally successful Bidder, losses arising from delays in the City's construction program, and all other items of cost to the City resulting from such breach. In the recovery of the damages specified above, the City may proceed against the sum presented by the Bid Guaranty deposited with him, or take such action as the City may deem best in the public interest.

6. ASSIGNMENT

The successful Bidder to whom any Contract shall be let, granted or awarded, shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of his right, title or interest therein or his power to execute such Contract, to any person or corporation without the prior consent in writing of the City.

7. LABOR LAW

Attention is also directed to the fact that the Contractor will be governed by Section 220 of the Labor law as amended, relating to hours of labor and prevailing rate of wage; also Section 220-A, 220-B, 220-C, 220-D, and 220-E of the Labor Law as amended in relation to the payment of wages earned by employees upon public works.

Attention is also directed to the fact that the Contractor will be governed by the contract agreement and Section 222 of the Labor Law as amended, relating to the preference in employment of citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of residence in accordance with rule adopted by the Industrial Commissioner, and that each Contractor and Sub-Contractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized, and in case of naturalization, the date thereof and the name of the court in which granted, in the construction of public works.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or application for employment because of race, sex, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, sex, creed, color or national origin; such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (2) The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, sex, creed, color or national origin, and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract, shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (3) The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights, setting forth the substances of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- (4) The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, sex, creed, color or national origin.
- (5) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commission for purposes of investigation to ascertain compliance with these non-discrimination clauses, and such sections of the Executive Law and Civil Rights Law.
- (6) This contract may be forthwith cancelled, terminated or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that

the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- (7) The Contractor will include the provisions of clauses (1) through (6) in every subcontract purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract, or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

8. STATE AND LOCAL SALES TAX EXEMPTION

The Contractor's attention is directed to the changes made in Section 1115 of the Tax Law by Chapters 513 and 514 of the Laws of 1974. In connection with capital improvements contracts entered into on or after September 1, 1974, all tangible personal property which will become integral component of a structure, building or real property of the City, is exempt from State and Local Retail Sales Tax and Compensating Use Tax.

9. STATEMENT OF NON-COLLUSION

- (1) (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 or perjury, that to the best of his 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 the opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if 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 (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for awarded, nor shall any award be made unless the head of the purchasing unit of the State, public department, or

agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications 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 subparagraph (1) (a).

- (2) Any bid hereafter made to the Municipality, agency or official thereof by a Corporate Bidder for the work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision (1) of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the reference as to non-collusion, as the act and deed of the corporation.

10. WITHDRAWAL OF PROPOSALS

Negligence on the part of the Bidder in preparing his proposal, confers no right for withdrawal of the proposal after it has been opened. Any Bidder upon his properly notarized written request, will be given permission to withdraw his proposal not later than the time set for opening. At this time of opening of the proposals, when such proposal is included, it will be returned to the Bidder, unopened.

11. WAIVER OF IMMUNITY CLAUSE

The Bidder hereby agrees to the provisions of Sections 139-A and 139-B of the New York State Finance Law, which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract made with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State to sign a Waiver of Immunity, against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (1) Such person and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal, and
- (2) Any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person any by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any monies owed by the State of New York for goods delivered or work done prior to the cancellation or termination may be paid.

12. CITY'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the Contractor become insolvent, or should he refuse or neglect to execute the work in a proper manner and as directed by the City, or otherwise fail in the performance of any of his obligations under this contract and surety after proper request fails to complete the Contract, then the City, upon the certification of the Engineer that sufficient cause exists to justify such action, and after giving the contractor and his surety seven (7) days written notice, may, without prejudice to any of the right or remedy, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the Contractor until the work is completed. At which time, if the unpaid balance of the Contract Price shall exceed the expenses of finishing the work, such excess shall be paid to the Contractor. Should such expense exceed the

unpaid balance, the Contractor and his sureties shall pay the difference to the City. The City shall audit and certify the expense incurred by him in finishing the work and the damage incurred through the Contractor's fault.

End of Information For Bidders

GENERAL CONDITIONS

SCOPE OF WORK

This work shall be subject to the Information to Bidders, General Conditions, and to the Detailed Specifications and shall include the furnishing of all labor, materials, tools, equipment, accessories and services necessary for furnishing a correlator for water leak detection and appurtenances as specified.

CONTRACT DOCUMENTS

It is understood and agreed that the Notice to Bidders, information to Bidders, General Conditions, Proposal, Specifications, Addenda and Change Orders issued by the City of Lockport (City) are each included in this Contract and the work shall be done in accordance therewith.

It is required that each bidder will examine the Specifications for this work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain first-hand information concerning the waste to be hauled and disposed of.

EXPERIENCE AND FINANCIAL STATEMENT

It is the intention of the City to award this Contract to a bidder competent to perform and complete all work in a satisfactory manner. It is required by the City that each bidder under consideration shall submit a statement of bidder's specific experience on a national, state, and local level, and of financial status in detail as requested by the City. The City will request this information from the bidders under consideration immediately following the opening of bids. Each bidder shall be prepared to submit to the City the following notarized statement pertaining to bidder's financial resources, adequacy of plant and equipment, organization, prior experience and other facts, as bidder's qualifications to enter into a contract with and to perform work for the City.

1. Organization: State legal title of organization, business address, and if a corporation, where incorporated. Gives names of principal officers and capitalization, number of and positions held by supervisory employees and number of employees regularly employed.
2. Financial Resources: Furnish complete financial statement.
3. Equipment Owned: Give manufacturer's name, description, size and/or capacity and age of each piece of article or major equipment.
4. Experience Record: Give names of parties and dates for which work has been done, general description of work and contract price of work performed.

NAME, ADDRESS AND LEGAL STATUS OF BIDDER

The name and legal status of the bidder; that is, as a corporation, partnership, or an individual shall be stated in the Bid Proposal form. A corporation bidder must give the title of the official having authority, under the by-laws, to sign contracts. A partnership bidder shall give the full names and addresses of all partners.

Anyone signing a Proposal as an agent of another or others must submit with their Proposal legal evidence of their authority to do so. The place of residence of the bidder, or the office address in the case of a firm or company, with county and state, must be given with bidder's signature.

FORM OF PROPOSAL

All proposals must be made and signed by the bidder on the bid Proposal form attached hereto. BIDS MUST BE SIGNED IN INK.

All prices stated in the Proposal must be plainly written in legible words and/or figures using black ink or typed. Illegibility of any work and/or figure in the Proposal may be sufficient cause for rejection of the Proposal by the City.

Supplemental statements by the Contractor written into the Proposal form or by letter modifying the terms or the base proposal will be considered as an irregularity and will make the Proposal subject to rejection by the City.

Each Proposal must be enclosed in a sealed envelope addressed to and labeled as follows:

Addressed to: Ms. Sarah K. Lanzo
City of Lockport
One Locks Plaza
Lockport, NY 14094

Labeled as: Proposal for:
Correlator for Water Leak Detection Purchase
Contract No. 2540
City of Lockport, Niagara County, New York 14094

BASIS OF BID

Bids are solicited on the basis of unit prices for the various items of the work, all as provided in the bid form.

INTERPRETATION OF CONTRACT DOCUMENTS

The City will not give verbal answers to any inquiries regarding the meaning of the specifications, or verbal instructions prior to the award of the Contract. Any verbal statement regarding same by any persons, prior to award, shall be unauthoritative.

RIGHT TO ACCEPT, TO REJECT AND TO WAIVE DEFECTS

The City reserves the right to accept any Proposal, to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineation of the contract documents and of the form of Proposal shall render the accompanying Bid irregular and subject to rejection by the City.

WITHDRAWAL OF BIDS

Any bidder who has submitted a Proposal to the City may withdraw their bid at any time prior to the scheduled time for the receipt of bids. No bidder may withdraw their bid after the time stated in the Notice to Bidders for receiving bids, and their bid shall be firm and shall remain firm for a period of forty-five (45) days thereafter.

TAXES AND FEES

The Contractor shall pay all sales, use and other taxes and disposal fees that are lawfully assessed against the City or Contractor in connection with the work included in this Contract.

AWARD AND EXECUTION OF CONTRACT

Contract shall be awarded to the lowest responsible bidder on the basis of the lowest unit price(s) for items of work included in the Proposal. The contract shall be deemed as having been awarded when notice of award shall have been duly served by the City upon the bidder.

Contractor shall furnish evidence that Contractor's containers, disposal site, and hauling equipment comply with all Federal, State and local requirements.

CODES, ORDINANCES, LAW AND REGULATION

The Contractor and Subcontractors shall observe and comply with all Federal, State and Local codes, ordinances, laws and regulations in force, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

The Contractor shall pay for and obtain all disposal permits, licenses for the work, and pay all charges for disposal. All vehicles and containers shall comply with the State of New York's requirements for waste of this type. The method of disposal area shall comply with all governmental requirements for wastes of this type.

The Contractor shall advise in writing of any of the above federal, state and/or local codes, ordinances, laws, or regulations which have been enacted or enforced in specific limitation or preclusion of any business or activity of the Contractor.

SAFETY

The Contractor and Subcontractors shall comply with Federal, State and local laws and regulations governing the furnishing and use of safeguards, safety devices, and protective equipment, and take any other needed actions on its own responsibility as reasonably necessary to protect the life and health of employees on the job and safety of the public and to protect all affected personal and public property for the duration of this contract.

CONTRACTORS' INSURANCE COVERAGE AND CERTIFICATES

1. GENERAL PROVISIONS

As to all required insurance:

- .1 The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the City's approval prior to City's signing of contract(s).
- .2 "Certificate Holder" shall be **City of Lockport** at the address of **One Locks Plaza, Lockport, NY 14094**.
- .3 Coverage must comply with all specifications set forth herein.
- .4 All insurance documents must be executed with authorized signatures.
- .5 The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- .6 Failure of the City to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the City a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- .7 The Contractor's liability and indemnification of the City shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.

- .8 In addition to Certificates of Insurance and other documents, the Contractor shall provide to the City and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- .9 When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the City with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- .10 The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the City is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).
- .11 The Contractor shall disclose to the City any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.
- .12 The Contractor's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.

2. LIABILITY INSURANCE

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

.1 COMMERCIAL GENERAL LIABILITY

- (a) Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for NY State Labor Law. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- (b) **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis**:

"City of Lockport and its employees, authorized volunteers, committee members and board members"

This Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 forms together if later revisions are used, or the

equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- (b) **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
- (c) **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the City.
- (d) **Pollution Liability:** *If* the Contractor's work on this project involves handling or disturbance of **asbestos or other hazardous materials**, the Contractor shall provide bodily injury and property damage liability insurance applicable to this hazardous operation, covering both **ongoing operations** and **products & completed operations**, at limits not less than:

If covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$1,000,000
Each Occurrence or Incident	\$1,000,000

*If **NOT** covered* by this Contractor's umbrella/excess liability policy:

General Aggregate	\$11,000,000
Each Occurrence or Incident	\$11,000,000

- (e) **Unmanned Aircraft:** *If* the Contractor's work on this project in any way involves the use of **unmanned aircraft (aka drones)**, the Contractor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this project. The coverage limit applicable shall be the greater of the amount indicated below or the amount carried by the Contractor:

Each Occurrence	\$1,000,000
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.2 AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

Combined Single Limit	\$1,000,000
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Note: See Section 2.1(b) above for **additional insured** requirements applicable to Automobile Liability insurance.

- .3 EXCESS LIABILITY AND/OR UMBRELLA LIABILITY** applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Note: See Section 2.1(b) above for **additional insured** requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

4. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE,

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

- .1 Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.
- .2 Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
 - (a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
 - OR**
 - (b) Either: **C-105.2**, Certificate of Workers' Compensation
Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage
 - OR**
 - (c) Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance,
Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

5. NEW YORK DISABILITY (NYDBL)

Coverage required by the laws of New York State as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

- .1 Requirements.** To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.
- .2 Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
 - (a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
 - OR**

- (b) Either: **DB-120.1**, Certificate of Disability Benefits Insurance
 Or: **DB-820/829**, Certificate/Cancellation of Insurance
OR
(c) **DB-155**, Certificate of Disability Benefits Self-Insurance

FORM OF AGREEMENT

Upon notification of a successful bid, the successful bidder shall enter into an agreement with the City. The form of agreement is enclosed herein.

End of General Conditions

Bid Form

Lockport, New York

To The Mayor and Common Council
City of Lockport, New York

I, _____
We, the undersigned, hereby propose to enter into a contract for the **Correlator for Water Leak Detection Purchase – City Job No. 2540**, and to furnish all the materials, labor, and equipment, and to perform all the work necessary to fully complete said work in accordance with the Specifications, for the sum of

GRAND TOTAL AMOUNT OF BASE BID

_____ DOLLARS _____ CENTS
(words) (words)

TOTAL \$ _____
(Figures)

NAME OF FIRM: _____

STREET ADDRESS: _____

CITY, STATE and ZIP: _____

NAME (PRINT): _____ (SIGNATURE): _____

TITLE: _____ DATE: _____

E-MAIL ADDRESS: _____ TELEPHONE NO.: _____

The Bidder further agrees to accept the following Unit Prices for additions or deductions in accordance with the terms of the contract, plans and specifications.

Bid Form

BASE BID ITEMS

Description

ITEM 1 – Correlator for Water Leak Detection

Item 1 -

_____ DOLLARS and _____ CENTS

(\$ _____) lump sum 1 LS \$ _____

GRAND TOTAL BID PRICE ITEM NO. 1

TOTAL \$ _____

COMPANY

DATE

SIGNATURE

TITLE

End of Bid Form

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor; c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

By:

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project: **Correlator for Water Leak Detection Purchase – City Job No. 2540** and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-D (103-D) of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its Board of Directors held on the _____ day of _____.

Secretary

(SEAL)

End of Non-Collusive Bidding Certification

CITY OF LOCKPORT CONTRACT

THIS AGREEMENT entered into this _____ day of _____, 2023 by and between the CITY OF LOCKPORT, a municipal corporation organized under the laws of the State of New York, with offices at one Locks Plaza, Lockport, New York 14094 and _____ with an office at _____, hereinafter referred to as the "Contractor."

WITNESSETH, that the CITY and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR:

The CITY shall pay the sum of \$_____ to Contractor upon the completion of services set forth in **Schedule "A"** annexed hereto.

ARTICLE 2. TIME OF COMPLETION:

The services to be rendered under this agreement shall be performed on dates set forth in **Schedule "A"**. Time of performance is of the essence of this agreement.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT:

Upon receipt of written notice that the agreement has been fully performed, the Contractor shall file an itemized voucher with the Director of Finance for the CITY and the CITY will pay the Contractor, as per Article 1 above.

ARTICLE 4. CONTRACTORS' INSURANCE COVERAGE AND CERTIFICATES

The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the OWNER'S approval prior to OWNER'S signing of contract(s).

- A. "Certificate Holder" shall be **City of Lockport** at the address of **One Locks Plaza, Lockport, New York 14094**.
- B. Coverage must comply with all specifications set forth herein.
- C. All insurance documents must be executed with *authorized* signatures.
- D. The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**

- E. Failure of the City to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the City a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- F. The Contractor's liability and indemnification of the City shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.
- G. In addition to Certificates of Insurance and other documents, the Contractor shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend coverages or limits.
- H. When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the City with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- I. The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the City is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section "Commercial General Liability" (B).
- J. The Contractor shall disclose to the City any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.
- K. The Contractor's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.

The CONTRACTOR agrees:

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

COMMERCIAL GENERAL LIABILITY

- A. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for NY State Labor Law. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- B. **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis**:

"City of Lockport and its employees, authorized volunteers, committee members and board members"

This Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; *and* CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- C. **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
- D. **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the City.
- E. **Pollution Liability:** *If* the Contractor's work on this project involves handling or disturbance of **asbestos or other hazardous materials**, the Contractor shall provide bodily injury and property damage liability insurance applicable to this hazardous operation, covering both **ongoing operations and products & completed operations**, at limits not less than:

If covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$1,000,000
Each Occurrence or Incident	\$1,000,000

If **NOT** covered by this Contractor's umbrella/excess liability policy:

General Aggregate	\$11,000,000
Each Occurrence or Incident	\$11,000,000

- F. **Unmanned Aircraft:** *If the Contractor's work on this project in any way involves the use of **unmanned aircraft (aka drones)**, the Contractor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this project. The coverage limit applicable shall be the greater of the amount indicated below or the amount carried by the Contractor:*

Each Occurrence	\$1,000,000
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AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

Combined Single Limit	\$1,000,000
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Note: See Section "Commercial General Liability" (B) above for **additional insured** requirements applicable to Automobile Liability insurance.

EXCESS LIABILITY AND/OR UMBRELLA LIABILITY COVERAGE:

Applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Note: See Section 2.1(b) above for **additional insured** requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

- A. **Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.

B. Coverage Evidence. The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

(b) Either: **C-105.2**, Certificate of Workers' Compensation

Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage

OR

(c) Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance,

Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

A. Requirements. To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

B. Coverage Evidence. The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(a) Either: **CE-200**, Affidavit For New York Entities and Any Out of State Entities With No Employees, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required

Or: **CE-200**, Affidavit That an OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

(b) Either: **DB-120.1**, Certificate of Disability Benefits Insurance

Or: **DB-820/829**, Certificate/Cancellation of Insurance

OR

(c) **DB-155**, Certificate of Disability Benefits Self-Insurance

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR:

The Contractor represents and warrants:

(a) That it is financially solvent and that it is experienced in and competent to perform the type of work in accordance with **Schedule "A"**; and

(b) That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. CITY'S RIGHT TO STOP WORK OR TERMINATE AGREEMENT:

The CITY shall have the right to stop work or terminate the agreement if:

- (a) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (b) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days; or
- (c) The Contractor refuses or fails to prosecute the work or any part thereof with due diligence; or
- (d) The Contractor fails to make prompt payment to persons supplying labor for the work; or
- (e) The Contractor fails or refuses to comply with all applicable laws or ordinances; or
- (f) The Contractor is guilty of a substantial violation of any provision of this Contract;
- (g) In any event, the CITY, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the CITY for such excess.

ARTICLE 8. DAMAGES:

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, as a result of the neglect or omission of Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the CITY free and discharged of and from any and all responsibility and liability of any sort or kind. To the extent of its liability the Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the

action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances by it or its agents or employees.

ARTICLE 9. INDEMNITY AND SAVE HARMLESS AGREEMENT:

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless CITY, its representatives, members, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend the CITY for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

ARTICLE 10. NO ASSIGNMENT:

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the CITY.

ARTICLE 11. REQUIRED PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (b) Affirmative action as required by the Labor Law.

- (c) Prevention of dust hazard required by Labor Law Section 222-a.
- (d) Preference in employment of persons required by Labor Law Section 222.
- (e) Eight hour day as required by Labor Law Section 220(2).

ARTICLE 12. PREVAILING WAGE RATES REQUIRED BY LAW:

(a) The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupation in which he is engaged, as listed on **Schedule B** attached hereto and made a part of this agreement, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.

(b) Labor classifications not appearing on the schedule of wages can be used only with the consent of the CITY and then the rate to be paid will be given by the CITY after being advised by the Department of Labor.

(c) The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract, for the various classes of mechanics, workingmen, or laborers employed on the work.

ARTICLE 13. ARBITRATION:

Should any dispute arise between the City and the Contractor regarding the manner or sufficiency of the performance of the work, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrations, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

ARTICLE 14. AUTHORITY FOR EXECUTION ON BEHALF OF THE CITY:

The Mayor has executed this agreement pursuant to a Resolution adopted by the Common Council at a meeting thereof held on [date approved by resolution]. Mayor Michelle Roman, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the CITY. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the CITY.

ARTICLE 15. NOTICES:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To CITY

One Locks Plaza, Lockport, New York 14094

To Contractor

ARTICLE 16. WAIVER:

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 16. MODIFICATION:

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 17. APPLICABLE LAW:

This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the City of Lockport has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor Michelle Roman, duly authorized to do so, and to be attested to by Ms. Sarah K. Lanzo, City Clerk, and the Contractor has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(affix seal)

City of Lockport

Authorized by Resolution No. _____

By: _____
Mayor

Director of Finance approval

ABC Company

By: _____

Corporation Counsel approval

City Clerk approval

Schedule A

Work to be done:

Furnish and deliver to the City of Lockport Municipal Building all work as indicated or implied in the specifications entitled “**Correlator for Water Leak Detection Purchase**”.

Time of Completion:

Thirty (30) days from the commencement of said Work.

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SITE LOCATION

A. Project Location – City of Lockport, Niagara County, New York:

1. Deliver to: City of Lockport
Lockport Municipal
Building One Locks Plaza
Lockport, New York 14094

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. CORRELATOR FOR WATER LEAK DETECTION PURCHASE

1. General: It is the intent and purpose of these Specifications to describe the furnishing and training for a Correlator for Water Leak Detection, City Job No. 2540.
2. The CONTRACTOR shall supply all supervision, labor, equipment, and materials to complete the work outlined in this section unless specified otherwise. The Work under the project includes, but is not limited to, the following:
 - a. CORRELATOR FOR WATER LEAK DETECTION PURCHASE
 - b. All items, work and materials, required for the completion of the Contract.

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.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

A. GENERAL

1. The CONTRACTOR shall furnish all labor, materials, tools, plant, equipment, and services, and all appurtenances necessary to perform all work required, at the unit or lump sum prices for the items listed in the Bid Form.
2. The items outlined below refer to and are the same pay items listed in the Bid Forms for each individual Contract. They constitute all of the pay items listed in this Contract. No direct or separate payment will be made for any work required by the Specifications or Contract Drawings unless it is defined as a pay item herein. Full payment for all such labor, materials, and work required shall be considered included under the unit or lump sum pay items listed herein.
3. Where an individual bid item is not included under a contract, the measurement and payment outlined herein shall not apply.

1.2 DESCRIPTION

A. Base Bid (CORRELATOR FOR WATER LEAK DETECTION)

1. Item 1- CORRELATOR FOR WATER LEAK DETECTION - Complete

Under this Item, the CONTRACTOR shall provide all labor, materials, tools and equipment necessary and required to

The work under this Item includes, but is not limited to the following:

- a. Furnish Correlator for Water Leak Detection as specified.
- b. Provide training for Correlator for Water Leak Detection as specified.
- c. All other work and items included in the Contract Documents necessary to complete the Project as a whole and which is not specifically included under other items of this Contract shall be included for payment under this Item.

Payment for Item 1 shall be made at the lump sum price bid for the purchase of a correlator for water leak detection and shall be full compensation for all work required to furnish the new correlator for water leak detection.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

SECTION 11216

CORRELATOR FOR WATER LEAK DETECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section defines the minimum requirements for correlator for water leak detection, including, but not limited to, the following:
 - 1. Performance
 - 2. Operational Parameters
 - 3. Specifications

1.2 REFERENCES

- A. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. American National Standards Institute.
 - 2. Standards of American Society for Testing and Materials.
 - 3. Standards of the American Water Works Association.
 - 4. Recommended Standards for Water Works.

1.3 QUALITY ASSURANCE

- A. To ensure that all the equipment required is properly coordinated and will function in accordance with the intent of these Specifications, the CONTRACTOR shall obtain all (correlator, sensors, power supply, etc.) the equipment specified under the various subdivisions of this Section from the correlator manufacturer in whom the responsibility for the proper function of all the equipment as an integrated and coordinated unit shall be vested. The intent of this paragraph is to establish unit responsibility for all the correlator equipment with the correlator manufacturer. The use of the word "responsibility" relating to the correlator manufacturer is in no way intended to relieve the CONTRACTOR's ultimate responsibility under this Contract for equipment coordination, operation and guarantee.

B. Manufacturer's Qualification:

1. Equipment provided shall be the standard product in regular production by manufacturers whose products have proven to be reliable in similar service for at least five (5) years. All correlator equipment under this specification shall be supplied by one (1) manufacturer to facilitate maintenance and repair of equipment. The correlator manufacturer shall be certified in accordance with the requirements of ISO 9001:2000 and shall provide written proof of certification.

1.4 SUBMITTALS

A. The CONTRACTOR shall submit at the time of the bid opening, within the sealed envelope containing the Bid Documents, the following literature and Shop Drawings for approval in accordance with these specifications:

1. Descriptive literature for the correlator showing leak detection limit, accuracy, and other important details.
2. Descriptive literature for the correlator showing operational parameters, and other important details including, but not limited to the following:
 - a. Ambient Temperature
 - b. Liquid Temperature
 - c. Liquid Flow Velocity
 - d. Pressure
 - e. Pipe Material
 - f. Pipe Diameter
 - g. Maximum Sensor Spacing

B. Upon award of the Contract, the CONTRACTOR shall submit the following literature and Shop Drawings for approval in accordance with these specifications:

1. Three (3) sets of Operation and Maintenance Manuals including complete installation, operation and maintenance data with copies of all approved Shop Drawings. Information provided shall include, but not be limited to the following:
 - a. Complete, detailed written operating instructions for each product or piece of equipment including: equipment function; operating characteristics; limiting conditions; operating instructions for startup, normal and emergency conditions; regulation and control; and shutdown.
 - b. Recommended spare parts list and local sources of supply for parts.

- c. Written explanations of all safety considerations relating to operation and maintenance procedures.
 - d. Name, address and phone number of manufacturer, manufacturer's local service representative.
 - e. Preventive maintenance instructions including, but are not limited to, the following:
 - 1) A written explanation with illustrations for each preventive maintenance task.
 - 2) Recommended schedule for execution of preventive maintenance tasks.
 - 3) Trouble-shooting instructions.
 - 4) List of required maintenance tools and equipment.
2. Guarantee of performance and parts per Section 1.5 below.

1.5 WARRANTY

- A. The time of the warranty shall be for a period of two (2) years after the date that the CONTRACTOR's final payment comes due.
- B. In addition to the warranty, CONTRACTOR shall include the services of a factory-trained serviceman to provide repair service for the equipment for the period of one (1) year commencing with the date that the CONTRACTOR's final payment comes due. This service shall include the cost of all replacement parts required during the interval.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Provide complete correlator for water leak detection assemblies from the following correlator manufacturer:
 - 1. Echologics; Leak Finder ST
 - 2. Or approved equal.

2.2 SERVICE CONDITIONS

- A. Correlator shall be a water leak detector product with enhanced correlation function, built-in noise reduction system, selectable frequency range, propagation velocity calculator, support multiple pipe materials and mixed pipe sections, playback of recorded leak sounds capabilities, and volume controlled 3.5 mm stereo output.

B. Operational Criteria

Correlator for Water Leak Detection

Ambient Temperature	-27°F to 130°F
Liquid Temperature	33°F to 100°F
Liquid Flow Velocity	<5 ft/s (1.5 m/s)
Pressure	15 psi to 150 psi
Pipe Material	Cast Iron, Steel, Ductile, Iron, Asbestos Cement, PCCP, PVC, PE, and other plastics
Pipe Size	1/2" to 16" Diameter
Maximum Sensor Spacing	
Contact Sensor	Up to 600 feet
Hydrophone	Up to 1,000 feet

2.3 DETAILS OF CORRELATOR PERFORMANCE

- A. Leak Detection Limit: The correlator shall be able to identify leaks down to a flow rate of five (5) gallons per minute, or twenty (20) Liters per minute.
- B. Accuracy: The correlator shall be able to locate leaks with an accuracy of up to +/- three (3) feet (1 meter).

2.4. DETAILS OF CORRELATOR SPECIFICATIONS

A. Sensors: The correlator's sensor system must be as follows;

- a. Accelerometers (x2) with a High-sensitivity piezoelectric sensing element
- b. Built-in amplifier with Automatic Gain Control (AGC)
- c. Frequency response with a range of 0.5 Hz to 3,000 Hz
- d. 32-lb (14.5 kg) pull base magnet
- e. Ten (10) foot cable having -40°F to +194°F temperature rating

B. Optional Sensors: The correlator must have optional sensors as follows:

- a. Two (2) high sensitivity hydrophones (piezoelectric) for large diameter and PVC pipes
- b. Operating frequency of 0.5 Hz to 1,500 Hz
- c. Low pressure operation up to 150 psi (1,000 kPa)
- d. High pressure operation up to 400 psi (2,700 kPa)

C. Communication: Correlator must have communication capabilities as follows;

- a. Wireless Radio's operating in the Low Power Frequency Bands
 - i. Industrial/Business Pool Group A1 (450 to 470 MHz)
 - ii. ISM 433 MHz (70 cm) band
- b. Operating range of 1.2 miles (2 kilometers)

D. Converter: The correlator must have an Analog to Digital converter capability as follows:

- a. Two (2) channels, with 16 bit resolution
- b. 0.5 to 20,000 Hz frequency response (-3 dB at 0.1 Hz)
- c. 25-microsecond time resolution (44.1 kHz sampling rate)
- d. Signal to Noise Ratio (SNR) of 84 dBA (44.1 kHz, gain = 0 dB)
- e. Adjustable gain of -31dB to 24 dB
- f. Plug and Play Driver

E. Security: Correlator must have a security system as follows;

- a. HASP key encryption

F. Power Supply: The correlator's power supply must have characteristics as follows;

- a. 15V DC input voltage
- b. Rechargeable high-capacity NiMH batteries
- c. Low-battery indicator
- d. Battery charge indicator
- e. Fifteen (15) hours of operation on fully charged battery at 68°F (20°C)

G. Enclosure: The correlator must have a protective enclosure system as follows;

- a. Conforming to Waterproof IP68
- b. Rugged aluminum case
- c. Protective rubber boots for durability and shock resistance
- d. Foil switches

H. Amplifier: The correlator must also include an amplification system to increase accuracy of detecting leaks as follows;

- a. High quality sensors to accurately pinpoint leaks
- b. Graphical and numerical comparison of measurements
- c. The tool must be rugged and water-resistant
- d. Provide complete amplification for water leak detection from the following manufacture;
 - 1 Echologics; Leak Finder ST
 - 2 Or approved equal.

2.5 TOOLS, SPARE PARTS AND MAINTENANCE MATERIALS

A. The correlator shall be furnished with the following:

1. Special tools required for maintenance or operation (one set only required)
2. A complete set of all fasteners, bolts, nuts, pins, keys, washer and the like which are not of standard manufacture, readily available locally or stock by the manufacturer for delivery within 24 hours.

B. Spare parts shall be supplied in sturdy containers with clear indelible identification markings. They shall be stored in a dry, warm location until transferred to the OWNER at the conclusion of the Project.

2.6 FACTORY TRAINING

A. CONTRACTOR shall provide two (2) full eight (8) hour days of training with the OWNER by a factory certified representative at a site/location within the City of Lockport.

2.7 CORRELATOR PARTS LIST

- A. Two (2) Accelerometers
- B. Two (2) low frequency sensors
- C. Two (2) hydrophones
- D. Two (2) wireless transmitters
- E. One (1) wireless receiver
- F. One (1) AC battery charger USB cable
- G. Two (2) low temperature sensors
- H. One (1) leak detection windows based software
- I. One (1) stereo headphones
- J. One (1) USB Hasp key
- K. One (1) rugged hard carrying case
- L. One (1) Amplification complete system

PART 3 EXECUTION

3.1 INSPECTION

- A. Duly authorized representatives of the OWNER and the ENGINEER shall be at liberty at all times to inspect the manufacturer of all components at the respective manufacturing plant. However, such inspection shall not relieve the CONTRACTOR of furnishing materials conforming to these Specifications. The CONTRACTOR shall submit Certificate of Compliance that all tests and inspections were made and that the materials furnished conform to the Specifications in all respects.

3.2 CARE IN HANDLING EQUIPMENT

- A. The CONTRACTOR shall be responsible for equipment furnished and delivered. Equipment that is defective in any way shall be rejected and replaced at his own expense. Methods and equipment for moving equipment to the Site shall be such as to prevent injury to materials, protective linings and coatings.

END OF SECTION