BID NOTICE
VILLAGE OF HAMILTON
SOLICITATION FOR BIDS FOR SALT/SAND STORAGE BUILDING

NOTICE IS HEREBY GIVEN, pursuant to Section 103 of the General Municipal Law, State of New York, that the Village of Hamilton will receive sealed bids for the construction of a new 40' x 96' salt and sand storage building for the Village Department of Public Works located at 18 Milford Street, Hamilton, New York. Bids will be received at the office of the Hamilton Village Clerk at the Village Office Building, 3 Broad Street, P.O. Box 119, Hamilton, New York 13346, until 2:00 p.m. on, at which time bids shall be publicly opened and read aloud. All bids shall be submitted on bid forms supplied by the Village of Hamilton. All bids shall be sealed and clearly marked on the outside **"Salt/Sand Storage Building Bid."** Bids must be accompanied by a bid bond or other security in the form of a certified check, bank draft or money order, in the amount of 5% of the total bid price, along with a certificate of non-collusive bidding properly executed as required by law, and as further provided in the instructions to bidders. All bids shall be binding for 45 days subsequent to date of bid opening, and no bid may be withdrawn during such time.

The Village will supply general construction specifications to Bidders. All bids shall include the bidder's cost and commitment to provide stamped architectural and/or engineering drawings to construct the building specified in accordance with all applicable building codes. Final design drawings shall be subject to the approval of the Village of Hamilton. Bidders shall clearly list and identify any and all exceptions to the Village specifications as part of the bid package. Failure to do so may result in rejection of the bid.

Building specifications, bid forms and non-collusion statement form may be obtained by contacting the Village of Hamilton Offices at (315) 824-1111, or downloaded from the Village of Hamilton Website www.hamilton-ny.gov. Inspections of the intended construction site may be arranged by prior appointment by contacting Randy Weaver, Village DPW Crew Chief, at 315-750-9162.

Attention of bidders is called to the tax exempt status of the Village of Hamilton, and therefore bidders shall not include in their bid any sales and compensating use taxes on the cost of materials which shall be incorporated into the work. This is a municipal public works project, and bidders' wage rates must be in compliance with the requirements of Article 8 of the New York Labor Law (prevailing wage).

The Village Board of Trustees reserves the right to reject any or all bids and to waive any informality which, in its opinion, serves the best interest of the Village of Hamilton.

April 16, 2015
Sean Graham, Village Administrator

VILLAGE OF HAMILTON

Bid instructions for bids for the preparation of stamped design and construction drawings and construction of a new 40' x 96' salt/sand storage building for the Village Department of Public Works.

(1) ALL BIDS SHALL BE BINDING FOR 45 DAYS SUBSEQUENT TO DATE OF BID OPENING, AND MAY NOT BE WITHDRAWN DURING SUCH TIME PERIOD.

(2) BID OPENING: BIDS SHALL BE SUBMITTED AT THE OFFICE OF THE HAMILTON VILLAGE CLERK AT THE VILLAGE OFFICE BUILDING, 3 BROAD STREET, P.O. BOX 119, HAMILTON, NEW YORK 13346, BY 2:00 P.M. ON MAY 13, 2015, AT WHICH TIME BIDS SHALL BE PUBLICLY OPENED AND READ ALOUD.

(3) ALL BIDS MUST MEET OR EXCEED THE SPECIFICATIONS OR PROVIDE FOR PERFORMANCE EQUIVALENCE. DESIGN DRAWINGS SHALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE OF HAMILTON. EXCEPTIONS TO THE SPECIFICATIONS MUST BE LISTED IN DETAIL ON THE BID FORMS PROVIDED. FAILURE TO LIST EXCEPTIONS MAY CAUSE YOUR BID TO BE REJECTED BY THE BOARD OF TRUSTEES.

(4) ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED AND NO OTHER FORM OF BID SHALL BE ACCEPTABLE. ALL BIDS MUST BE ACCOMPANIED BY AN EXECUTED NON-COLLUSIVE BIDDING CERTIFICATE.

(5) THE BOARD OF TRUSTEES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITY WHICH IN ITS OPINION, SERVES THE BEST INTEREST OF THE VILLAGE OF HAMILTON.

(6) BIDS WILL BE SUBMITTED IN SEALED ENVELOPES AT THE ABOVE ADDRESS AND SHALL BEAR ON THE FACE THEREOF "SALT/SAND STORAGE BUILDING BID," AND THE NAME AND ADDRESS OF THE BIDDER.

(7) ALL BIDS MUST BE ACCOMPANIED BY A BID BOND OR OTHER SECURITY IN THE FORM OF A CERTIFIED CHECK, BANK DRAFT OR MONEY ORDER MADE PAYABLE TO THE VILLAGE OF HAMILTON IN THE AMOUNT OF 5% OF THE TOTAL BID PRICE. THE BID DEPOSITS WILL BE RETURNED TO ALL EXCEPT THE THREE LOWEST BIDDERS WITHIN FIVE DAYS AFTER

THE FORMAL OPENING OF BIDS. THE REMAINING BID DEPOSITS WILL BE RETURNED TO THE THREE LOWEST BIDDERS WITHIN ONE WEEK AFTER THE EXECUTION OF THE CONTRACT, OR, IF NO CONTRACT HAS BEEN AWARDED, WITHIN FORTY-FIVE DAYS AFTER THE DATE OF OPENING OF BIDS.

(8) ALL BIDDERS MUST VISIT THE SITE PRIOR TO SUBMITTING BIDS TO VERIFY SITE CONDITIONS. BIDDERS SHALL MAKE INSPECTION APPOINTMENTS BY CONTACTING RANDY WEAVER, VILLAGE DPW CREW CHIEF, AT 315-750-9162.

VILLAGE OF HAMILTON BID FORM
FOR
PREPARATION OF STAMPED DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION OF A NEW 40' X 96' SALT/SAND STORAGE BUILDING FOR THE VILLAGE DEPARTMENT OF PUBLIC WORKS

Bid Submitted By: _____ (Company Name)

TO: Village of Hamilton
3 Broad Street
P.O. Box 119
Hamilton, New York 13346

Gentlemen:

The undersigned, having carefully examined the bidding instructions, bid specifications, this bid form, the non-collusive bidding certificate, form of Notice of Award and Performance Specifications ("the contract documents"), hereby proposes to provide professionally stamped design and construction drawings and construct the following described building at the price stated, in strict conformance with the contract documents.

The undersigned bidder agrees to submit to all conditions reported, intended or implied, both particularly and generally by the contract documents at the prices herein stated for:

Description of building proposed: _____
(Attach additional sheets, as necessary)

Bid Price for stamped design and construction drawings and construction of building: $_____

Identification of professional engineers / architects to prepare design and construction drawings: _____
_____

(Attach professional background information for each)

Identification of all subcontractors to be utilized:_____
_____

(Attach background information on experience and credentials of each planned subcontractor)

Deviations from bid specifications, if any:_____
(Continue on additional sheet, if necessary) _____

Number of Days to Complete
Construction following Issuance of Notice to Proceed:_____

The undersigned bidder also agrees as follows:

1. That this bid constitutes an offer to enter into a contract with the Village of Hamilton, which offer is irrevocable for a period of forty-five (45) days from May 13, 2015.

2. Upon receipt of an executed Notice of Award in the form attached hereto from the Village of Hamilton, there shall be a binding contract between the undersigned and the Village of Hamilton. A general form of contract will be executed by the parties upon submission of required performance and payment bonds prior to the issuance of a notice to proceed.

3. Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

   (a) 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 or to receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

   (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

4. The undersigned agrees to construct the building proposed within the stated

number of days of the issuance of a Notice to Proceed by the Village of Hamilton. TIME IS OF THE ESSENCE IN THE CONSTRUCTION OF THIS BUILDING.

BID SUBMITTED - DATED _____

(if an Individual, Partnership, or Non-Incorporated Organization)

Name of Bidder_____

By_____
Signature

Address of Bidder_____

Names and addresses of Owners of the Firm

_____

_____

_____

_____
(If a Corporation)

List all claims, actions or proceedings at law for damages currently pending against Bidder, or which have been served or filed within the two (2) years preceding the bid date, including name of claimant(s), date and nature of claim, index number and court in which the claim is pending, if applicable:

_____

_____

Name of Bidder_____

By_____
Signature Title

Incorporated Under the Laws of the State of_____

Name of (President)_____
Name Address

Officer (Secretary)_____
Name Address

Officer (Treasurer)_____
Name Address

CORPORATE SEAL

NOTICE OF AWARD
FOR
PREPARATION OF STAMPED DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION OF A NEW 40' X 96' SALT/SAND STORAGE BUILDING FOR THE VILLAGE DEPARTMENT OF PUBLIC WORKS

TO: _____

_____

_____

The Village of Hamilton has considered the bid dated _____ and submitted by you for the preparation of stamped design and construction drawings and the construction of a new 40' x 96' salt/sand storage building for the Village Department of Public Works as further described in the bid specifications and the contract documents. This Notice of Award constitutes an acceptance of your offer and, creates a binding contract incorporating all the terms and conditions of the contract documents as specified in the bid form.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED: this _____ day of _____, 2015

VILLAGE OF HAMILTON

By:_____

Typed Name:_____

Title:_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this _____ **day of** _____**, 2015**

By:_____

Typed Name:_____

NON-COLLUSIVE BIDDING CERTIFICATION

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 their knowledge and belief:

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

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

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

A Bid shall not be considered for award nor shall any award be made where statements (1), (2), and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where statements (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of 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.

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 sub-paragraph one.

Date: _____, 2015.

_____
(* Name of Bidder)

at_____
(Address of Bidder)

SEAL (If Bid is by a Corporation) Telephone: _____

_____

_____
(Signature of Bidder)

Typed:_____

Title:_____

* Insert Bidders name: If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the State of", if a partnership, give the name of partners, using also the phrase "co-partners trading and doing business under the firm name and style of", if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

GENERAL CONDITIONS

PREPARATION OF STAMPED DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION OF A NEW 40' X 96' SALT/SAND STORAGE BUILDING FOR THE VILLAGE OF HAMILTON DEPARTMENT OF PUBLIC WORKS

INTENT:

It is the intent of the bid proposal to solicit bids for materials, labor, and related services to prepare and provide professionally stamped design and construction drawings and specifications and to construct a new 40' x 96' salt/sand storage building for the Village of Hamilton Department of Public Works. The successful bidder will furnish all materials, labor and equipment to complete the Project.

SPECIFICATIONS AND CONDITIONS

1. BIDDER EXPERIENCE:

Bids will only be considered from companies which have an established reputation in the field and at least ten years of experience in constructing the type of building specified. All bidders shall submit information describing the company's history and experience.

2. MATERIALS AND WORKMANSHIP:

All materials and workmanship shall comply with these specifications as well as manufacturer's specifications and generally accepted installation and construction standards.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK:

a. The work covered by this contract shall commence no later than 10 days after the contractor has been issued a Notice to Proceed by the Village, or at a mutually agreed upon date. The contractor shall coordinate all work covered by this contract. Work covered by this contract shall be completed by the date agreed to by the parties.

b. If said contractor shall neglect, fail or refuse to complete the work by the date herein specified said contractor does hereby agree to pay the Village of Hamilton liquidated damages totaling one hundred ($100.00) dollars per calendar day for each and every calendar day the contractor shall be in default of the completion date stipulated in the contract.

c. The successful bidder must comply with the current wage rate schedule and all other requirements as determined by the New York State Department of Labor. Certified Payroll Affidavits are to be submitted to the Village of Hamilton Department of Public Works. It is expected that work performed under this proposal shall be accomplished Monday through Friday. The Public Works Crew Chief for the Village of Hamilton must approve exceptions to this.

4. PREP WORK:

The Contractor shall be responsible for all mobilization costs, prep work, and site work.

5. RAIN DELAY:

In the discretion of the Public Works Crew Chief for the Village of Hamilton, operations may be stopped in the event of rain or other unfavorable weather conditions.

6. BIDDING PROCEDURE:

The award for the contract will be made on the Village of Hamilton's consideration of the lowest lump sum bid price, the favorability of the proposed building design, and the bidder's specified work completion date. The Village of Hamilton reserves the right to reject the lowest bid price in favor of a preferable building design and/or earlier work completion date if it determines that will result in the best value for the Village. The Village of Hamilton reserves the right to reject any or all bids.

7. DEFECTS:

For a period of one (1) year from the date of the completion of work and acceptance by the Village, the successful bidder, at their own cost and expense, shall remedy and correct any defects and conditions not complying with the specifications described herein, when such defects and conditions are the result of materials and/or workmanship not meeting the specifications of this proposal.

8. INSURANCE:

The Contractor shall indemnify and save harmless the Village against all loss, cost or damage on account of injury (including death) to persons or property occurring in the performance of the contract together with any and all attorney's fees incurred by the Village on account of any thereof. The Contractor shall, at its own cost and expense, provide and maintain insurance coverage (with insurance companies licensed to transact business in New York State) in full force and effect throughout the period covered by these specifications as follows:

a. Comprehensive General Liability, including premises – operations, personal injury, contractual liability, independent contractors and completed operations:

   (i) Property damage in an amount not less than $1,000,000.

   (ii) Bodily injury in an amount not less than $1,000,000 for each occurrence and $2,000,000 aggregate.

b. Comprehensive Automobile Liability, including non-ownership and hired car coverage as well as owned vehicle coverage (with necessary endorsements for compliance with the Motor Carrier Act of 1980):

   (i) Bodily injury and property damage combined single limit of liability not less than $1,000,000 per occurrence.

c. Not less than $2,000,000 umbrella coverage.

d. Worker's Compensation Insurance for its employees and others who might be covered by such insurance - statutory limits.

e. Disability Benefit Insurance - statutory limits.

All above insurance shall be written to include the Village of Hamilton as an additional insured (except as to Worker's Compensation Insurance and Disability Benefit Insurance) which must be primary and noncontributory and provide for notice of termination or cancellation to be given to the Village at least 30 days prior to the effective date of any such termination or cancellation. The Contractor shall provide the Village with valid certificates of insurance, or other evidence satisfactory to the Village that all such insurance is in force and that all premiums due thereon have been duly paid for all such coverage prior to the performance of any services under the contract.

9. BONDS:

The Contractor shall, at its own cost and expense, provide and maintain performance and payment bonds for the full amount of the contract, such bonds to be in favor of the Village of Hamilton, be issued by companies licensed and authorized to issue such bonds in the State of New York, and be in such form as may be approved by the attorney for the Village.

10. NON-COLLUSION BIDDING CERTIFICATE:

All bidders are required to sign the "Non-Collusion Bidding Certificate" and submit it as part of the bid.

11. CONTRACT PAYMENT TERMS:

Unless a periodic payment schedule is agreed to by the parties, payment of the Contract Price will be made in full upon completion of the work. The Village reserves the right to make partial payment(s) and to withhold payment for uncompleted and/or unsatisfactory work.

12. REPRESENTATIONS OF BIDDER:

The Bidder represents and warrants:

(a) That Bidder is financially solvent, is experienced in and competent to perform the type of work to be furnished; and

(b) That Bidder 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.

13. PERMITS AND LICENSES

The Bidder shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder. The Village shall cooperate with efforts to obtain all

PERFORMANCE SPECIFICATIONS

RECTANGULAR/SQUARE SALT STORAGE STRUCTURE PART 1

GENERAL

1.1 REFERENCE

A. Except where more stringent requirement are specified, comply with the applicable requirements of the following organizations and standards, for products, materials, and construction methods:
   1. Building Code of New York State (2010)
   2. American institute of Steel Construction (AISC).
   3. American Institute of Timber Construction (AITC).
   4. American Iron and Steel Institute (AISI).
   5. American Plywood Association (APA).
   6. American Softwood Lumber Standard PS 20 by the US Dept., of Commerce.
   7. American Society of Civil Engineers (ASCE 7-Minimun Design Loads for Building and Other Structures).

1.2 DESCRIPTION

A. Provide design and supply for a permanent rectangular/square type structure suitable for bulk storage of salt. The structure shall met or exceed the performance criteria of this specification.

1.3 DEFINITIONS

A. The term "salt" as used in this Section refers to sodium chloride or calcium chloride snow-melting salt.

1.4 PROJECT REQUIREMENTS

A. Size of Salt Storage Structure: A permanent, rigid, wind and waterproof structure, exclusive of entranceways, suitable for bulk storage of 1500 tons of salt.
   1. Rectangular or Square Structure of the Following Construction:
      a. Wood conventional frame or timber.

B. Storage Methods, Either of the Following:
   1. Enclose the specified salt capacity entirely within the structure, exclusive of the entranceways, with pile sides sloped at an assumed 32 degree angle of repose.
   2. Enclose the specified salt capacity entirely with the structure, exclusive of the entranceway, with pile sides completely or partially contained by the structure or by separate, structurally sound concrete containing walls. If the pile sides are partially contained, the remaining uncontained pile sides shall be assumed to be sloped at a 32 degree angle of repose above the contained portion.

C. Interior Space: The salt pile storage floor area shall be entirely free of columns and roof supports of any type allowing unimpeded loading of truck-spreader vehicles with front-end loading equipment.
   1. Minimum Interior Clearance:
      a. 3 feet of unobstructed vertical clearance above the surface of the salt pile when stored at the specified storage capacity.
      b. Twenty-two feet minimum vertical clearance for the entire interior floor area of the structure and continuing for the full length.

D. Barrier Wall of Lining: Suitable interior protective barrier wall or protective lining conforming to the following applicable criteria:

   1) Barrier wall shall restrict the salt from contact with the primary building wall components or material subject to salt corrosion unless the primary building wall is specifically resistant to corrosion from salt contact

   2) Barrier wall shall be a minimum of 10 feet high and of sufficient strength to resist a horizontal impact of 250 pounds per linear foot at 11 feet above the floor, resist the

horizontal load of a sand and salt pile weighing 100 pcf and shall resist structural damage from abrasion of salt loading equipment

3) If the building layout partially restricts the salt pile with the building walls or with separate containing walls, extend the barrier walls a minimum of 1 foot above the toe of the salt pile. The extension of the barrier walls above the toe shall be of the same material used below the toe level.

4) Barrier wall materials, except poured in place concrete, shall require minimal maintenance and be arranged for easy replacement of components by maintenance personnel without required use of heavy equipment

5) Provide a 4 inch wide yellow painted salt storage limit Sine around perimeter of interior barrier wall located at the toe of salt pile.

6) Top Plate shall be angled.

E. Entrance Way: Number and size: Two unobstructed end-wall entrance openings 22 feet high by 22 feet wide.

F. Roof Ventilation: Suitable openings located at or near the highest and lowest point of the roof providing a ratio of one square inch of free air area for each 55 square feet of structure floor area. Each ventilation opening shall be weatherproof.

G. Foundation: See structural requirements for foundation design data. Specific foundations design shall be submitted with superstructure design using the referenced design data

H. Exterior Wall Construction: Standard components or an integrated wall system, with the exterior surface constructed to provide a durable weather-resistant barrier with leak proof joints. Exterior surface shall be constructed of materials which may be easily maintained by maintenance personnel with un-proprietary products readily available for such purpose.

I. Building Products: The following minimum required standard shall be met for the products listed:

1. Concrete if used in the building design, shall be specified in Section 03050. If salt stored at the specified capacity will contact exposed concrete, provide a minimum 2 coats of penetrating sealer on exposed concrete surfaces.

2. Wood if used in the building design shall be dressed timber, kiln dried to a maximum moisture content of 19 percent before treatment and grade stamped. Wood exposed to weather, shall be preservative treated with a water-borne preservation for above ground use, complying with American Wood Preserver's Bureau AWPB-LP2 (CCA .40). Below ground lumber shall be treated with AWPB-LP-22 {CAA .60).

3. If wood is used as an exposed exterior surface, minimum acceptable finish shall be 2 coats of protective wood stain meeting the requirements of Chapter III of Title 6 of the official compilation of Codes, Rules and Regulations of the State of New York (Title 6NYCRR,), Part 205 Architectural Surface Coating. [Exterior finish by owner if wood siding is used]

4. Metal, Metal Plates and Fasteners: If used in the building design, shall be designed to resist corrosion due to salt.

   a. All metal exposed on the interior, including truss bearing plates, anchor bolts, bolts and washers etc. shall be stainless steel or galvanized.
   b. Truss connector plates shall be galvanized steel and epoxy coated.
   c. Joist hangers shall be hot dipped galvanized.
   d. If metal is used as an exposed siding or roofing surface, the metal shall be a minimum 29 gauge thickness; a moisture barrier must be installed on all metal surfaces and shall include a min. 1-mil siliconized polyester exterior paint finish.

5. Penetrating Sealer for Concrete Walls: Non-toxic, breathable, clear penetrating sealer intended for 2 coat application, leaving no visible surface residue, color or gloss after curing. Acceptable Products:
   a. Airdox 40 by Anti Hydro International, Inc., Newark, NJ.
   b. Klereseal 940-S by Pecora Corporation, Harleysville, PA.
   c. Masterseal SL 40 by Master Builders, Inc., Streetsboro, OH.
   d. Sil-act ATS 42 by Advanced Chemical Technologies, Oklahoma City, OK

6. Metal roofing with 4' wide thermal roofing insulation. The metal shall be a minimum 29 gauge thickness, must include a moisture barrier product and shall include a min. 1-mil siliconized polyester exterior paint finish.

1.5 STRUCTURAL REQUIRMENTS

A. Ground Snow Load: Resist 64 psf and all unbalanced loading per ASCE 7

B. Lateral Wind Load: Resist wind loads per ASCE 7

C. Foundation Design Data:
   1. Maximum Net Allowable Bearing Pressure: 3000 psf.
   2. Unit Weight of Soil: 11 Opcf
   3. Angle of Internal Friction of Soil: 30 degrees.
   4. Coefficient to Resist Sliding: 0.45.
   5. Cohesion of Soil: 0 psf.
   6. Footing Undercut: Undercut all footing by 12 inches all around, to a depth 12 inches below approved bottom of footing elevation. Place and compact, in 2 lifts, Sub-base course type 2 to bottom of footing elevation.

1.6 PRE-CONSTRUCTION SUBMITTALS

Prior to construction, six copies of the following information, stamped and signed by a NYS licensed Professional Engineer and/or Architect, showing conformity to these performance requirements. The Engineer/Architect of Record shall stamp all drawings, calculations, Trusses, and specifications.

1. Drawings:
   Design and construction drawings indicating in detail all features of the proposed structure including, but not limited to, the following:
   1. Foundation and anchor bolt plans and details.
   2. Barrier wall details.
   3. Entranceway details
   4. Roofing and ventilation details.
   5. Roof and wall bracing details.
   6. Anchorage and splice details.

2. Complete set of specifications specifying all materials to be provided in the proposed structure and the installation of all the materials.

3. Complete and extensive set of calculations / certifications for the entire structure including but not limited to the following:
   a. Certification that the proposed structure meets all requirements of the NYS Uniform Fire Prevention and Building Code including provisions for drifting and unbalanced snow load, according to ASCE 7 Minimum Design Loads for Buildings and other Structures.
   b. Design loads and load combinations.
   c. Foundation design and loads including proposed structures' allowable differential settlement.

d. Finite element analysis of any proposed thin shelled structure, any structure that relies on stressed skinned panels to resist lateral loads or any non-conventionally framed structure.
e. Lateral load resisting system calculation showing path of ail loads from the roof to the footings.
f. Unbalanced horizontal load of partial sand and salt pile on barrier walls

4. Quality Assurance Qualifications: Names and proof of conformity for preparer, fabricator, and erector including but not limited to the following:
   a. Preparer: Names and addresses of 5 previous design projects of preparing construction documents of similar or greater difficulty.
   b. Fabricator: Names and addresses of 5 previously fabricated structures and records on past performance.
   c. Fabricator's Facility and Equipment: Name and location of the facility including storage capability, heating controls and quality control equipment.

1.7 INSTALLATION AND ERECTION

A. Install required wall foundations and substructures or supports at the required elevations on properly prepared sub grade, as required for the erection of the complete storage structure.

B. Erect the rectangular/square salt storage structure and required appurtenance on prepared foundations, conforming to the requirements of this Section, complete and ready for the storage of salt.

END OF SECTION

CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between the Village of Hamilton, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 3 Broad Street, P.O. Box 119, Hamilton, New York 13346, hereinafter referred to as the "Village", and _____, with its principal offices located at _____, _____, New York _____ hereinafter referred to as the "Contractor."

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

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR:

The Contractor shall furnish all necessary labor, materials, tools and equipment for the preparation of stamped design and construction drawings and construction of a new 40' x 96' salt/sand storage building for the Village Department of Public Works in the Village of Hamilton in accordance with the proposal of the Contractor dated _____, 2015, a copy of which is attached hereto and made a part hereof, and the Contract Documents, which shall include this Contract, the Bid Notice, the Bid Instructions, the Bid Form, the Notice of Award, the Non-Collusive Bidding Certificate, the General Conditions, the Performance Specifications and the final stamped design and construction drawings as approved by the Village, at a total cost not to exceed $_____. All work shall be completed in a good and workmanlike manner. At least seventy-two (72) hours advance notice shall be given to the Village Administrator prior to the commencement of any work under the Agreement. Contractor shall provide such evidence of materials quality and such other documentation as the Village may reasonably request to verify conformance with the contract specifications.

ARTICLE 2. EXTRA WORK OR ALTERATIONS:

The Village shall have the right to make changes or alterations, but any order for change or alterations shall be in writing and signed by the Village and the Contractor. The cost amount of any such change shall be stated in the written order, and shall be paid to the Contractor (or Owner if it shall be a savings) at the time final payment is made.

ARTICLE 3. CLEANING UP:

The Contractor shall, at all times, keep the premises free from all unnecessary accumulation of waste material or rubbish caused by his employees or the work, and at the completion of the work he shall remove all rubbish, tools and surplus material, from the premises. Contractor shall leave the premises as "broom clean" on a daily basis and upon completion of the work. All dumpster and removal fees shall be the responsibility of the Contractor.

ARTICLE 4. TIME OF COMPLETION:

The work under this contract shall be completed no later than _____, 2015. Time of completion is of the essence in the performance of the Contractor's obligations under this agreement.

ARTICLE 5. PAYMENT TO CONTRACTOR:

Upon completion of the work, the Contractor must submit to the Village a voucher using the Village's standard form, along with a certification that all work for which payment has been sought has been completed in accordance with the contract specifications and that all employees and employees of subcontractors have been paid in accordance with the New York State Prevailing Wage Law. Within five (5) days of receipt of said voucher, the Village Administrator or his designee shall determine whether all work has been satisfactorily completed. If so, the voucher shall be submitted to the Village Board for approval. Payment shall be made to Contractor, less retainage for any punch list items, within five (5) business days of such approval by the Village Board. If the Administrator finds the work to be unsatisfactory, the Contractor shall remedy the deficiencies forthwith and submit a new voucher upon completion of the corrected work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Village of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Village and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligation under this contract.

ARTICLE 6. INDEMNIFICATION FOR CLAIMS OF SUBCONTRACTORS:

The Contractor agrees to indemnify and save the Village harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this contract. The Contractor must, at the Village's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

ARTICLE 7. ACCIDENTS:

Any accident shall be reported to the Village Administrator as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the Village as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 8. DAMAGES:

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by Contractor under this contract shall be that of an independent contractor. As an independent contractor, Contractor 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, whether or not the Contractor, Contractor's agents, or employees have been negligent. The Contractor shall hold and keep the Village free and discharged of and from any and all responsibility and liability of any sort or kind. 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.

ARTICLE 9. DEFENSE OF SUIT AND INDEMNITY:

Neither the Village nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Village nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Village or others, occurring during or resulting from the work. The Contractor shall properly guard against all injuries and damages. The Contractor shall defend, indemnify and save harmless the Village, its officers, employees and agents against all injuries, claims, damages and/or compensation arising or resulting from all causes other than the Village's negligence.

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 Contractor's right, title or interest in this agreement, or Contractor's power to execute this agreement, to any other person or corporation without the previous consent in writing of the Village.

ARTICLE 11. REQUIRED PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted in this contract 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.

ARTICLE 12. 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 13. 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.

IN WITNESS WHEREOF, the Village of Hamilton has caused these presents to be signed by Richard O. Bargabos, its Supervisor, duly authorized to do so, and the Contractor has signed these presents as of the day and year first above written.

VILLAGE OF HAMILTON

By:_____
Margaret Miller, Mayor

CONTRACTOR

By:_____
Its:

STATE OF NEW YORK)
COUNTY OF MADISON) SS.:

On the _____ day of _____, in the year 2015, before me, the undersigned, personally appeared, Margaret Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

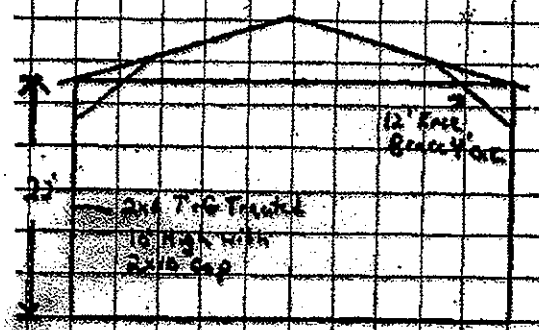
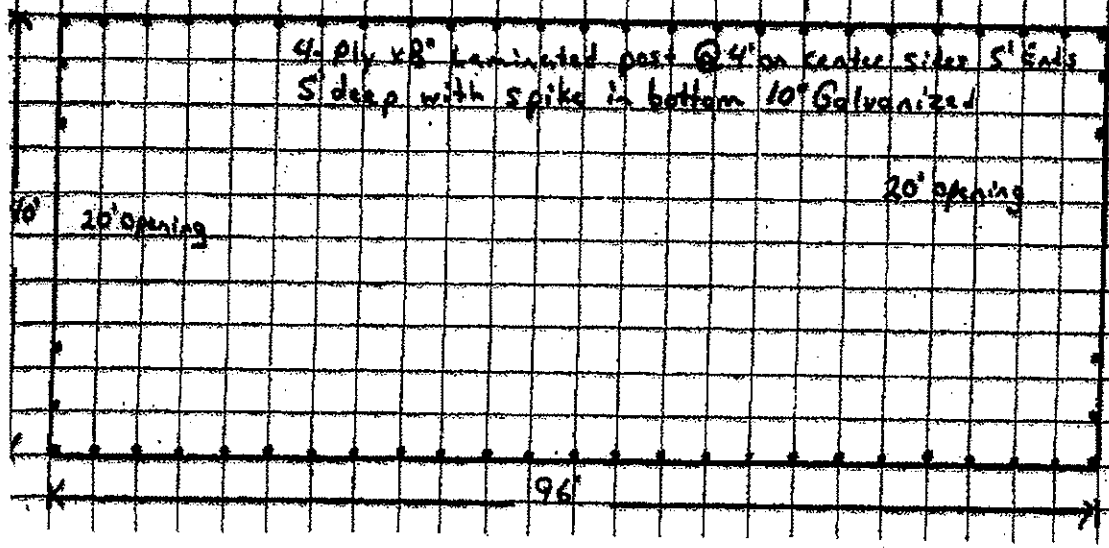
_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MADISON) SS.:

On the _____ day of _____, in the year 2015, before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

VILLAGE OF HAMILTON
PO Box 119
3 Broad Street
Hamilton, NY 13346
Telephone: 315-824-1111
Fax: 315-824-0922

PROPOSED MATERIALS

Footers	2-80# Bags Sac-Crete per post
Post	4-Ply x 8" Laminated post 5' deep 4' on center sidewalls 5' End
Sills	2x8 with 2x8 sill brace ground contact Treated
Plates	2-2x12 - Each Side
Studs	2x8 Between Post @ 10' And 2x8x10' studs 2' o.c.
Girts	2x4 2' on center
Purlins	↓ ↓ ↓ ↓
Rafters	40' Truss 4/12 Pitch 4' on center 1' overhang
Bracing	2x6x12' Knee Brace 4' " "
Roofing	29-Gauge painted galvalume steel with vented Ridge. #12 Screws in All Steel. Thermal Rolled insulation over purlins and under Steel.
Siding	29-Gauge painted galvalume steel over Tyvek - Two colors -
Plank	2x6 Tounge + grove Treated #1 24-Plank High