

November 1, 2018
Town Board Meeting
Agenda Attachments

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINVILLE, NEW YORK 13027
315-638-4264

October 30, 2018

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Springwoods Subdivision

Subj: Punch list Security Release

Dear Town Board Members:

The owner of the Springwoods Subdivision recently completed 1, 6 & 7 shown on the attached punch list. Making it appropriate for the Town Board to pass a resolution releasing the remaining punch list security at this time.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Attachments

Cc: Greg Card, Card Holdings, LLC.

Final Punch List

Springwoods Subdivision

1. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 21,900
2. Install Drainage Structure in NYSDOT ROW	\$ 4,500
3. Install stormwater management area discharge control structure	\$ 5,000
4. Install 159' of 18" SICPP from SMA to outfall	\$ 7,950
5. Cleanup and establish turf in Right-of-Way after National Grid Installation	\$ 5,000
6. Clean closed drainage system and stormwater pond fore bays after placement Once all land in the development has been stabilized and the asphalt top course has been placed	\$ 2,500
7. Install monument	\$ 1,500
Total	\$ 48,350

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINVILLE, NEW YORK 13027
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October 31, 2018

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

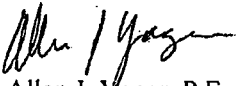
Re: Whitetail Woods Section B1

Subj: Punch List Security Release

Dear Town Board Members:

The developer of the Whitetail Woods development recently completed the remaining work included in the attached punch list. At this time it would be appropriate for the Town Board to pass a resolution releasing the punch list security for this section of the development.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Attachments

Cc: David Alessio, Project Owner

Final Punch List

Whitetail Woods Phase B1

January 28, 2016

Amended 11/16/16

Amended 05/02/18

Complete 10/31/18

1. Repair asphalt binder low points	\$ 9,500
2. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 18,000
3. Place topsoil, seed and establish turf in road right of way	\$ 2,500
	\$ 500
4. Clean closed drainage system and stormwater pond fore bays after placement of the asphalt top course and all land in the development has been stabilized.	\$ 1,000
5. Install monuments	\$ 2,000
	\$ 750
6. Asphalt binder course for turn-around	\$ 6,000
Total	\$ 39,000
	\$ 29,500
	\$ 26,250

CONTRACT REQUIREMENTS

AGREEMENT

This CONTRACT, for snow removal at the *NYS trooper Barracks Baldwinsville, NY* made and entered into this 10 day of 31 2018, by and between the Town of Lysander, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at 8220 Loop Road, Baldwinsville, NY 13027, hereinafter designated as "Owner", Party of the First Part and

County of Onondaga State of New York hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, in each consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall perform all snow removal tasks at the NYS Trooper Barracks outlined in the attached general conditions.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, for any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension discontinuance of the work as herein specified, and for well and faithfully completing the

AGREEMENT

work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Notice to Contractors, Contract Documents, Agreement, Insurance Certificates, General Conditions, General Requirements, and all interpretations of Contract Documents issued by the Owner.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. This agreement shall be constructed and enforced in accordance with the laws of the State of New York.

Article 7. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this contract shall be brought only in the Supreme Court of the State of New York within Onondaga County.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such a manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of foregoing agreement.

(f) The Town retains the right to terminate the contract at any time with a written thirty (30) day notification. If the contract is terminated payment will be prorated from date of written notification.

(g) The Contractor will be paid 5 installment payments on the second Tuesday of every month the first payment will be made on January 8, 2019.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:
