



Town of Cortland

Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: 05/14/25

FOR MEETING ON: 06/09/25

DESCRIPTION/TITLE: CONTRACT FOR CONSTRUCTION OF SPRUCE STREET SIDEWALK

REQUIRED ACTION: MOTION FOR BOARD APPROVAL AND AUTHORIZATION FOR MAYOR TO EXECUTE CONTRACT WITH WM. OLSEN IN THE AMOUNT OF \$24,900.00 (ACTION ITEM)

STAFF RECOMMENDATION: ENGINEER RECOMMENDS THE BOARD APPROVE THE CONTRACT

STATEMENT OF SUMMARY: APPROXIMATELY 595 FEET OF SIDEWALK IS NEEDED TO CONNECT THE RAMP AT CAROL AVENUE TO THE STUB NORTH OF PINE AVENUE. THIS WORK WILL COINCIDE WITH THE REPAVING OF NORTH SPRUCE STREET AND WEST AMBER AVENUE. THE PROJECT IS FUNDED BY CAPITAL OUTLAY ACCOUNT 01-6300-811.

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☒ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by: BCW

Approved by:

Date

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Proposal



Proposal Date: 5/13/2025

Valid Date: 6/13/2025

Pricing subject to increase thereafter

Proposal Submitted To:
Town of Cortland
Brandy Williams PE, PLS
815-756-9041
engineer@cortlandil.org

Work To Be Performed At:
Town of Cortland
West Side of N Spruce St.
North Line of 49 N Spruce St.
To Ramp at W. Carol Ave.

595x4'- L.F of 4Ft. Sidewalk
4" Concrete + 4" Gravel
Excavating + Haul Off and Grass Repair

Job Total: \$24,900.00

Quotation prepared by: William Olsen

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The terms of payment and conditions printed on Page (2) hereof are hereby expressly made a part of this contract.

To accept this, sign here and return: Date: _____

GENERAL CONDITIONS

- Terms of payment shall be as follows: Payment is due thirty (30) days from the invoice date. No further work will be completed until current account is paid in full. Past due accounts will be subject to a service charge of 1 ½ % per month. The Owner and/or Acceptor agree that in the event of default by non-payment of their overdue account, that shall be liable for collection charges, including court costs and attorney fees. Construction loan payouts will be accepted, if the Lender's name, address, escrow number, and contract amount are verified prior to starting work.
- Unless previously agreed to in writing, we do not assume back charges of any, nature whatsoever.
- The signed and dated proposal must be received by Wm. Olsen and Sons, Inc. before any work will begin.
- This proposal shall remain valid for a minimum period of thirty (30) days or until the date specified on the front of this form and is subject to correction of clerical errors prior to acceptance by us.
- The Owner is to carry fire, tornado, vandalism, and other necessary insurance upon work. Wm. Olsen and Sons, Inc. will carry Workman's Compensation and Liability Insurance.
- All material is guaranteed to be as specified, and the work to be performed in accordance with the drawings and specs submitted and completed in a work like manner.
- Any alterations to or deviations from the original drawings or specifications included will be made only upon written orders and are subject to additional charges.

JOB CONDITIONS

- We are responsible for any defects in workmanship, However, we cannot be responsible for small cracks which sometimes develop in concrete and are caused by, but not limited to, settling and/or shrinking, improper or no bracing of foundation walls during the backfilling process.
- We cannot always be completely familiar with load-bearing qualities of the ground on which concrete is installed. Therefore, unless otherwise stated in the proposal we will assume the ground to be adequate and will install only the gravel bases as specified in this proposal. If support piers or extra bases are deemed necessary, we should be so notified and such additional work and materials are subject to additional charges.
- Wm. Olsen and Sons, Inc. is not responsible to evaluate soil conditions to which piers, footings or foundation walls are placed or guarantees against any cracking or settling of the same caused by under strength of bearing soil. If insufficient soil conditions are present, the mobilization and demobilization of our crews and any associated additional work would be at an additional charge.
- To insure proper placement of concrete and stone we need proper access for mix and gravel trucks. If the job site conditions do not permit sufficient access, the rental/use of conveyor/pumping equipment would be at additional charges unless specifically included in the proposal.
- We will do only normal pumping of water from excavation for footing and foundation wall work. If the water continues to enter the excavated area due to high water table, field tiles, etc. the extra pumping would incur additional charges.
- All truck access to perform our work is the responsibility of the acceptor of this proposal, if weather conditions change the access before we complete our work any tractor work or gravel to make road, would be at additional charges/
- To insure proper placement of building on lot a minimum of two (2) properly placed offset stakes must be present and top of foundation elevation hub stake must be installed on lot. Wm. Olsen and Sons, Inc. cannot be responsible for the placement of the building if the offset tolerances are below 4". We may request at your cost, your surveyor to spot the wall before any concrete is place.
- Foundation wall heights must be shown on cross section drawings, if none are shown then we cannot be held responsible for incorrect wall heights.
- Complete foundation dimensions must be shown on the foundation page of the drawings, if we have to compute or scale drawings we cannot be held responsible for any errors we might make.
- The concrete mix design we use is the best available, however sometimes there are soft rocks in the concrete mix which can absorb water, freeze during the winter months, expand and cause rock pops. This deterioration is not guaranteed or warranted.
- The application of de-icing agents or salt will cause added freezing and thawing of the concrete surface. Any surface deterioration we find caused by deicing agents or salt is not guaranteed or warranted. We strongly suggest the use of sand, especially during the first year of its placement.
- We will clean the streets of mud from our trucks or redi-mix trucks if the job is on a busy street and enforced by local government. This will be completed once at the end of the work task. If cleanup is required after every trucks leaves, this would be at an additional charges.
- Placement of concrete during winter months will require frost protection which we can supply at an additional cost unless specifically included in the proposal.
- While the use of straw and thermal blankets usually keeps the concrete from freezing, we do not guarantee or warranty any frozen concrete. Wm. Olsen and Sons, Inc. is not responsible for any damage due to heaving or settling of piers, footings, foundation walls or flatwork caused by frost.
- Wm. Olsen and Sons, Inc. are not responsible for vandalism, marks or graffiti placed on soft concrete. This is a criminal act and should be reported to the local authorities. If any repairs are deemed necessary, it would be at an additional charge.