



Request for Sealed Bids

For:

**Two (2) Meyco Lite 1 piece Custom Safety Pool Covers
Including ALL hardware AND installation for the Main and Kiddie Pools
located at
3 Greenway Road
Armonk, NY 10504**

Bid Request issued by:

**Town of North Castle Recreation and Parks Department
40 Maple Avenue
Armonk, NY 10504**

914-273-3325

Deadline for Submittal:

November 21, 2017 – 11:00 A.M.

Date of Distribution

November 11, 2017

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of North Castle will receive sealed bids for Two (2) Custom Meyco Lite Pool Covers with Installation for the Main and Kiddie Pools located at 3 Greenway Road, Armonk, NY 10504. Bids will be received at the office of the Town Clerk, 15 Bedford Road, Armonk NY 10504 until 11:00 AM on November 21, 2017 - at which time immediately thereafter the bids will be publicly opened and read aloud in the said office.

Complete specifications and bid forms may be obtained at the above office on or after November 11, 2017, and may also be found at www.northcastleny.com.

Bids shall be made on the Proposal Forms furnished with the Specifications and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Bid. Checks shall be made payable to the Town of North Castle, New York, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of North Castle as liquidated damages.

Bids shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to Alison Simon, Town Clerk, 15 Bedford Road, Armonk, New York 10504 and endorsed "**Custom Meyco Lite Pool Covers – 3 Greenway Road.**"

The Town of North Castle reserves the right to reject any and all bids, to waive any informality in any bid, and to award the contract to other than the lowest bidder if deemed in the best interest of the Town to do so.

Dated: November 11, 2017

TOWN OF NORTH CASTLE

BY _____

Alison Simon, Town Clerk

INSTRUCTIONS TO BIDDERS

DOCUMENTS

Complete sets of bidding documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of documents consists of the following:

- A. A copy of the Specifications
- B. Addenda – Overhead image of pool facility.

PROPOSALS

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to Alison Simon, Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504 and be clearly identified with: (1) Project Name: **“Custom Meyco Lite Pool Covers – 3 Greenway Road,”**

(2) Name of Bidder and Address. Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, telegraphic or "faxed" bids will not be accepted.

If a separate set of proposal sheets is issued, they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound herein.

QUALIFICATIONS OF BIDDERS

The Contractor is required to complete the detailed “Statement of Bidders’ Qualifications” and provide the required submission. Sufficient information should be provided for the Town to adequately evaluate the Contractor’s ability to service the Town. Should insufficient space be available to fully address each request, additional information should be included as an attachment.

The Owner may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence

submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that the Bidder is properly qualified to carry out the obligations of the bid. Fraudulent statements shall cause rejections of Proposal.

CONDITIONS OF WORK

Each Bidder must familiarize themselves fully of the conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in the bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that it has examined the sites. Bid shall include the complete costs of furnishing all materials, labor, equipment and transportation necessary to supply the requested materials in accordance with the Contract Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid.

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents must be addressed in writing to Matt Trainor, Recreation Superintendent, Town of North Castle, 40 Maple Avenue, Armonk, New York 10504, or mtrainor@northcastleny.com, to be given any consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under the Bid as submitted. The receipt of any Addenda shall be noted on the "Bid Form".

BID SECURITY

Each Bidder is required to deposit at the time of submission of their bid, a Bid Bond or certified check in an amount representing five (5%) per cent of the bid payable to the Owner, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty, if in case of award of the contract and thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder. Such bid security will be returned to all except the three lowest Bidders within ten (10) working days after the formal opening of bids, and the remaining bid security will be returned to the other Bidders after the Owner and the accepted Bidder have executed a Contract. In the event that no Contract has been executed within seventy five (75) calendar days after the date of the opening of bids; upon the demand of the Bidder so long as the Bidder has not been notified of the acceptance of the bid, the bidder's bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

INSURANCE REQUIRED

The successful Bidder will be required to procure and provide insurance certificates for the following types of insurance, in accordance with the provisions listed in SECTION I: only those unstricken apply to this bid.

- A. Workmen's Compensation
- B. ~~N.Y.S. Disability~~
- C. Commercial General Liability Policy
- D. Comprehensive Automobile Policy
- E. Umbrella Liability
- F. ~~Professional Liability~~
- G. ~~Owners & Contractors Protective Liability Policy~~
- H. ~~Bid Performance and Labor & Material Bonds~~
- I. ~~Property Insurance~~

GUARANTEE

The bidder shall guarantee all workmanship in accordance with all conditions set forth in these specifications. All product warranties must be explicitly stated and in full effect.

FORM OF AGREEMENT

The form of the agreement is included in these documents in SECTION D.

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any and all bids.

In evaluating the bids, the Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner shall evaluate the qualifications and experience of the bidder, subcontractors, and partners as presented herein and shall conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, to perform the service in accordance with the Contract Documents. The contract shall be awarded to the lowest bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Town.

OWNER

The Town of North Castle, Westchester County, New York.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of the New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Town of North Castle, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

REQUIRED SUBMISSIONS

Prior to award, the successful bidder will be required to meet the following requirements:

- A. The successful bidder, if the business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the state and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and supply the requisite certificate of doing business for each entity.)
- B. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.

MANDATORY APPOINTMENT FOR MEASUREMENTS

Due to the unique shape and size of the pools, all interested bidders will be required to make an appointment with the Superintendent of Recreation and Parks, Matt Trainor, in order to take accurate field measurements to Meyco specifications for each pool located at 3 Greenway Road, Armonk, NY 10504. The Contractor shall base their bid on those measurements.

Appointments can be made via: Phone – 914-273-3325

Email – mtrainor@northcastleny.com

Size ESTIMATES are:

Main Pool – 14,783 square feet

Kiddie Pool – 957 square feet

SPECIFICATIONS

Covers should be BLUE. Standard brass screw type anchors should be used, along with all standard hardware (7.5” Stainless Steel springs, spring covers, and other installation equipment). Meyco manufacturer documents are included at the end of this packet. All warranties as provided by Meyco shall be in full effect.

SECTION C

**BID PROPOSAL
FOR
“Custom Meyco Lite Pool Covers – 3 Greenway Road”
TOWN OF NORTH CASTLE
WESTCHESTER COUNTY, NEW YORK**

To:

Alison Simon, Town Clerk
Town of North Castle
15 Bedford Road
Armonk, New York 10504

Bid Submitted By:

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidder, the Requirements, and the Specifications relating to the above entitled matter and the work, and have also examined the sites.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Requirements and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Requirements and Specifications therefore within 30 business days after the award of the contract and if I/We fail to execute said Contract within said period of time, that the Town board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.
5. I/We do declare and agree I/We will commence the work within ten days after the contract execution and will complete the work fully and in every respect including approval by the Town of North Castle Recreation and Parks Department on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due

under the contract. The Contract execution will serve as the official notification to commence work.

6. I/We agree that the Town of North Castle reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that 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 the penalty of perjury, that to the best of their knowledge and belief:
 - (a) 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;
 - (b) 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
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
 - (d) No member of the Town Board or any officer or employee of the Town of North Castle, New York, or person whose salary is payable in whole or in part from the said Town Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials or equipment and work of labor to which it relates, or in any portion of the profits thereof.
8. I/We do hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy five (75) calendar days from the date of the opening of bids, and that with said period of seventy five (75) days, the Town will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.

12. I/We hereby agree that I/We shall make no claim on account of any variation of the estimated quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

(Legal Name of Bidder, Partner or Corporate Officer)

By: _____ Date: _____
(Authorized Signature)

Corporate Seal (if incorporated)

Bidder acknowledges receipt of Addenda as follows:

Signature

Signature

Signature

BID

I _____,
Individual Of Office Held

Company Name Address

Submit herewith the total costs for 2 Custom Meyco Lite Pool Covers, Including all Hardware and Installation, as outlined in "Custom Meyco Lite Pool Covers – 3 Greenway Road."

MAIN POOL MEYCO LITE CUSTOM POOL COVER, WITH HARDWARE AND INSTALLATION: Square Footage_____

COVER COST:

In Words: _____ Numbers: _____

HARDWARE AND INSTALLATION:

In Words: _____ Numbers: _____

TOTAL COST MAIN POOL:

In Words: _____ Numbers: _____

MAIN POOL MEYCO LITE CUSTOM POOL COVER, WITH HARDWARE AND INSTALLATION: Square Footage_____

COVER COST:

In Words: _____ Numbers: _____

HARDWARE AND INSTALLATION:

In Words: _____ Numbers: _____

TOTAL COST KIDDIE POOL:

In Words: _____ Numbers: _____

In case of a discrepancy between the price in words and the price in numbers, the price in words shall govern.

By:_____ Date:_____

Secretary of Corporation
Corporate Seal

The following is a list of places where we have performed work of similar character and magnitude, together with references (beginning with the most recent):

Name of Municipality	Scope of Work	Period of Contract	References & Telephone #
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

Name	Title	Address
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Date: _____

BIDDER BY

(Printed Name of Partner or Corporate Officer)

(Corporate Seal) _____

_____ Signature	_____ Date
	Secretary of Corporate Bidder

STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intent of the Town to execute an agreement with a Contractor that can provide reliable, uninterrupted, and environmentally sound service. The Contractor must possess the licenses, financial resources, experience, technical and management qualifications, equipment, vehicles, and manpower and facilities necessary to assure that the requirements of the Town will be met throughout the term of this Agreement.

The Contractor is, therefore, required to provide the following information with regard to its company and organization. Sufficient information should be provided to the Town to adequately evaluate the Contractor's ability to service the Town. Should sufficient space be available to fully address each request, additional information should be included by attachment herein.

COMPANY INFORMATION

Bidder: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ Type of Organization: _____

Name of Parent Company, if applicable:

Name of Affiliate Companies, if applicable:

Identity of Joint Venture Partners, if any: _____

Brief history of Bidder(s) involved in the Proposal (attach additional sheets if necessary):

Has Bidder ever failed to complete any contract awarded to it?: _____

If so, state name of owner, reason therefore and bonding company: _____

Has any officer or partner of Bidder ever failed to complete a contract handled in his/her name?

If so, state name of individual, name of owner, reason therefore, and bonding company:

Has any facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations? If so, state the details and disposition:

FINANCIAL INFORMATION

Financial Statement:

Bidders shall attach a complete financial statement for the most recently completed fiscal year. Statement must be prepared by a Certified Public Accountant according to accepted accounting principles.

Bank References:

Bank	Address	Name & Telephone Number of Contact Person
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Surety:

Bidder shall provide the name, address, telephone number and contact person for the surety firm provided guarantees under this Contract:

Financial References:

The TOTAL BID shall be the total cost of replacement as specified. It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the total unit prices in words and the unit price in numbers, the total of unit prices in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes. The final payment will be made based on the actual quantities regardless of the estimated quantities contained herein.

STATEMENT OF NON-COLLUSION

(To be completed by Each Bidder)

In accordance with Section 103(d) General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; non-collusive bidding certification.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (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 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.
 - (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. The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under 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 the person signing in its behalf.
- C. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that _____ be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this Corporation for **Custom Meyco Lite Pool Covers – 3 Greenway Road**. North Castle Town Offices are located at 15 Bedford Road in the Town of North Castle, Westchester County, Armonk, New York.

and to include in such bid or proposal the STATEMENT OF NON COLLUSION required by SECTION 103(d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements 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 the

Corporation at a meeting of the Board of Directors held on the _____

day of _____, 2017.

(SEAL OF THE CORPORATION)

Secretary

OFFER OF SURETY

(To be completed by Each Bidder)

In the event the above Proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor and materials, the following surety:

SURETY COMPANY

Signed _____
(Bidder)

CERTIFICATE OF SURETY is to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above Proposal is accepted and the contract for the work is awarded to

said _____
(Bidder's Name)

the _____
(Surety) (Company)

will execute the Surety Bonds as herein before provided.

Signed: _____
(Authorized Official, Attorney or Agent)

Date: _____

Important: This page must be filled out when certified check is submitted in lieu of bid bond, or bid may be rejected.

SECTION D

AGREEMENT

FOR

“Custom Meyco Lite Pool Covers – 3 Greenway Road”

TOWN OF NORTH CASTLE

WESTCHESTER COUNTY, NEW YORK

THIS AGREEMENT made this _____ day of _____, 2017, by and between _____ * (a Corporation organized and existing under the laws of the State of _____) * (a partnership consisting of _____) * (an individual trading as _____) hereinafter called the "Contractor" and the Town of North Castle, New York hereinafter called the "Owner".

* Strike out the two terms not applicable.

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, manufacture and deliver all Services as specified to the Town of North Castle, Armonk, New York.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the GENERAL CONDITIONS. Owner will issue a Purchase Order for the total dollar amount once the contract is awarded. The Contractor will provide bills for services rendered.

Article 3. Contract Documents. The Contract Documents shall consist of the following (including their attachments and exhibits):

- | | |
|--|-------------------------------|
| a. This Agreement | f. General Conditions |
| b. Addenda (if any) | g. Special Conditions |
| c. Notice to Bidders | h. Payment, Performance Bonds |
| d. Instructions to Bidders | i. and Guarantee Bond |
| e. Signed copy of Bid, with
all attachments required
for the bidding | j. Certificates of Insurance |
| | k. Statement of Non-Collusion |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) original copies on the day and year first above written.

ATTEST:

(Contractor)

BY _____ Date: _____

Title

ATTEST:

(Owner)

BY _____ Date: _____

Title

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ 2017, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ 2017, before me personally came Michael Schiliro to me known, who, being by me duly sworn, did depose and say that he maintains an office at 15 Bedford Road, Armonk, New York; that he is the Supervisor of the Town of North Castle, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Town Board of the said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

SECTION E
PERFORMANCE BOND

A Performance Bond will be required at the time of Bid Award.

SECTION F

GENERAL RELEASE

(To Be Submitted With Requisition for Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____
for _____ (Contractor)
and in consideration of the sum of _____
lawful money of the United States of America, to it in hand paid by

(Owner/Contracting Agency)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its
successors and assigns remise, release, quit-claim, and forever discharge the said

_____, and
(Owner/Contracting Agency)

its successors and assigns and administrators, of and from any and all manner of action and
actions, caused and causes of action, suits, debts, dues, sum and sums of money, accounts,
reckonings, bonds, bills, specialties, covenants, contract, controversies, agreements, promises,
variances, trespasses, damages, judgments, patents, extents, executions, claims and demands
whatsoever in law and unity which against the said

_____,
(Owner/Contracting Agency)

now have or which heirs, executors, or administrators hereafter can, shall, or may have, for upon
or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day
of the date of these presents rising out of the construction, in accordance with contract entered
into between parties hereto, dated _____, Two Thousand and _____, any
admittance or supplements thereto.

IN WITNESS WHEREOF, the undersigned Corporation has caused this agreement to be signed
by its

_____ and its Corporation seal to be hereto affixed and duly attested by
its

_____ this _____ day of _____ 2017.

ATTEST:

PRINCIPAL:

SECTION G

PREVAILING WAGE RATES

The Contractor is hereby bound to pay all labor on this project at rates no less than the Prevailing Wage Scales, as prepared by the New York State Labor Department.

Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor or any other person about or upon the work contemplated by the service agreement shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. The contractor shall acquire a schedule of such wage rates as provided by the New York State Department of Labor.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the service agreement to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

SECTION H

COMPLIANCE WITH THE LABOR LAW AND OTHER DEPARTMENT OF LABOR OBLIGATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with.

Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, Section 220(e), of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220(e); provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION I

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker’s Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and noncontributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - K. Coverage for athletic participants must be included if renter is an athletic team or league.

- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hire private passenger and commercial vehicles.

A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.

B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.

C. If applicable, policy should be specifically endorsed to cover snow plow operations.

- 5) Umbrella Liability, with limits of no less than \$3,000,000 Each Occurrence/\$3,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).

- 6) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.

- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.

- 8) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- 9) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

- 10) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by an act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and its agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company

Title/Name: _____

Name: _____

Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

SECTION J

NON-DISCRIMINATION CLAUSE

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not 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.
- B. The Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understand, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a" through "h" hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, 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. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- C. The Contractor will post and keep posted in conspicuous places, available to employee and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a" and "b" and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- D. 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, creed, color, or national origin.
- E. The Contractor will comply with the provision of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections

of the Executive Law, and will, permit access to books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated, or suspended in whole or in part, by the Contracting agency upon the basis of a finding made by the Commission of 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 Owner/Contracting Agency until it has satisfied the Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the 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 to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- G. If this Contract is canceled or terminated under clause "f", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be held against the surety on the performance bond if necessary.
- H. The Contractor will include the provision of clauses "a", through "g" in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchases the Owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's Representatives/Counsel, requesting intervention and protect the interests of the Owner (Contracting Agency's jurisdictional area).



Installation And Care Manual

Meyco Safety Pool Covers



Everyone Trusts the Original.™

Pool Owner

Order #

Pool Dealer

Pool Size

Cover Size

Overlap

Anchors

Date Installed

Headquarters
1225 Walt Whitman Road
Melville NY 11763

Southern Operations
7601 Highway 221
Moore SC 29369

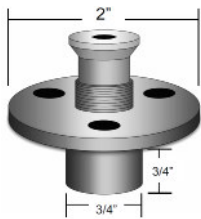
(631) 421-9800
(800) 446-3921
Fax: (631) 421- 8621
www.MeycoCovers.com

READ MANUAL COMPLETELY BEFORE INSTALLING COVER

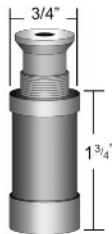
Required Equipment

HARDWARE PACKED WITH YOUR COVER:

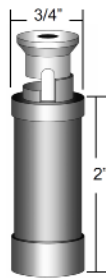
1. BRASS ANCHORS - ONE FOR EACH COVER STRAP



Wood Deck Anchor



Screw Type Anchor



Optional Pop-up Anchor

2. STAINLESS STEEL COMPRESSION SPRINGS - ONE FOR EACH STRAP



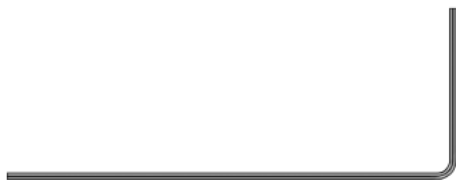
3. ANCHOR TAMPING TOOL - USED TO TAMP ANCHORS INTO DECK



4. INSTALLATION ROD - FOR ATTACHING AND REMOVING COVER



5. HEX KEY - TO ROTATE ANCHOR INSERT TO UP OR DOWN POSITION



FOR LIMITED DECKING:

1. O-RING



2. SHORT SPRING



WHAT YOU WILL NEED:

1. Rotary hammer drill - this may be purchased from many hardware stores or rented from a tool rental shop. Common manufacturers are Bosch, Skil, Hilti, and Black & Decker.

2. 3/4" drill bit - carbide tipped are normally used. Diamond tipped bits are available for longer life and more precisely round holes. If installing Pipe Anchors, a 15/16" or 1" drill bit will also be required.

3. Hammer or mallet

4. Tape measure

5. Chalk

6. Chalk line - to help line up anchor locations

7. Lubricant - a light oil or silicone spray

8. Buckets

PLEASE NOTE:

Hardware type and quantities shipped with your cover may be adjusted to fit your particular pool and decking requirements.

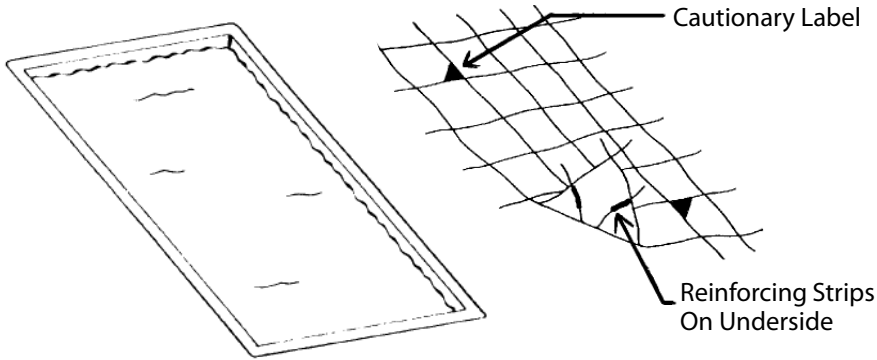
Installation into other than normal concrete decking may require optional or additional hardware and installation tools.

When installing a Solid Cover that requires a pump for water removal: Place pump in the middle of the cover. An additional pump may be required depending on the size and shape of the pool.

Positioning cover

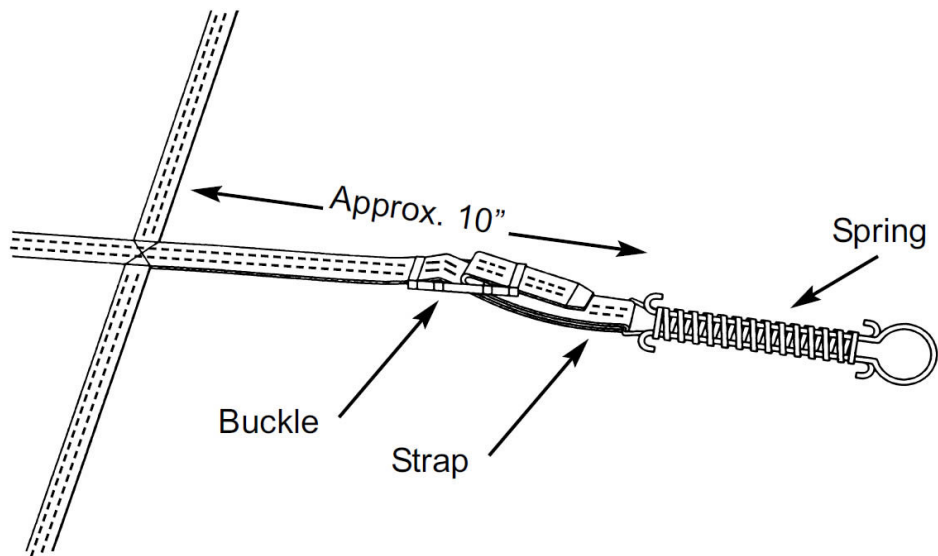
Remove all ladders and rails not permanently anchored into the decking. Unroll the cover off the side of the pool (if decking permits). Be careful not to drag or snag it on any obstructions or the decking. Be sure that the reinforcing strips sewn under each strap around the cover perimeter are facing down towards the pool or coping edge.

The Meyco cautionary label should be facing up. Carefully rotate the cover, if necessary, to properly position the cover over the pool. If there are any cutouts for obstructions on the cover, these areas of the cover must be positioned and installed first.



The cover should now be sagging into the pool with the material floating on the water.

Attach all springs to straps by threading the strap through the spring and back through the buckle on the strap. Use the following diagram as a guide. Position the spring to be about 10" from the cover's edge - adjustments can be made in positioning later if needed.

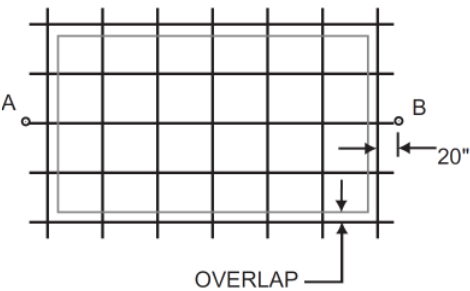


Standard & Custom - Rectangular Covers

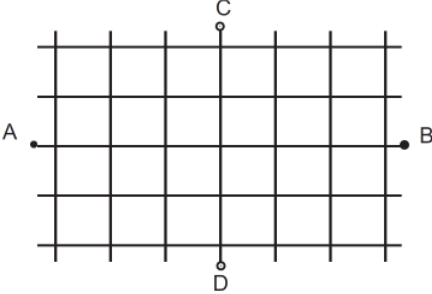
(look for orientation label on cover to coincide with anchor plan)

Start by anchoring both ends of a center strap (A&B) down lengthwise. (Follow the anchor drilling instructions on page 9.) Then install both ends of a center strap (C&D) across the pool width. Be sure there is an equal overlap on both sides and ends. For the proper overlap look at the first page of this booklet, or subtract the pool size from the cover size and divide by two. Anchors should be located 20" back from the cover's edge. The correct anchor distance back from the pool edge is the core overlap plus this 20". Typically the anchors are about 32" to 38" back from the pool edge.

INSTALL CENTER STRAP A-B

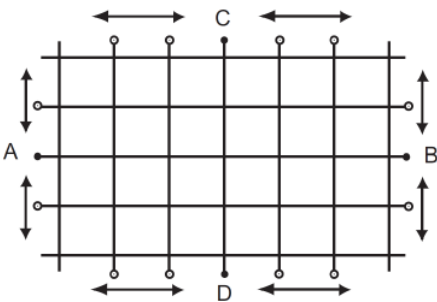


INSTALL CROSS STRAP C-D

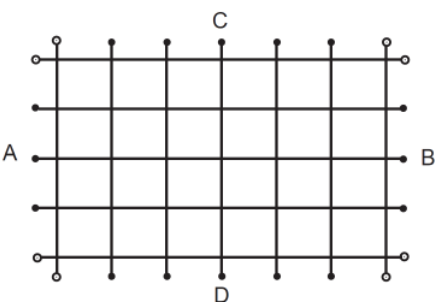


The installation can be completed by installing remaining anchors towards corners.

INSTALL REAMAINING ANCHORS

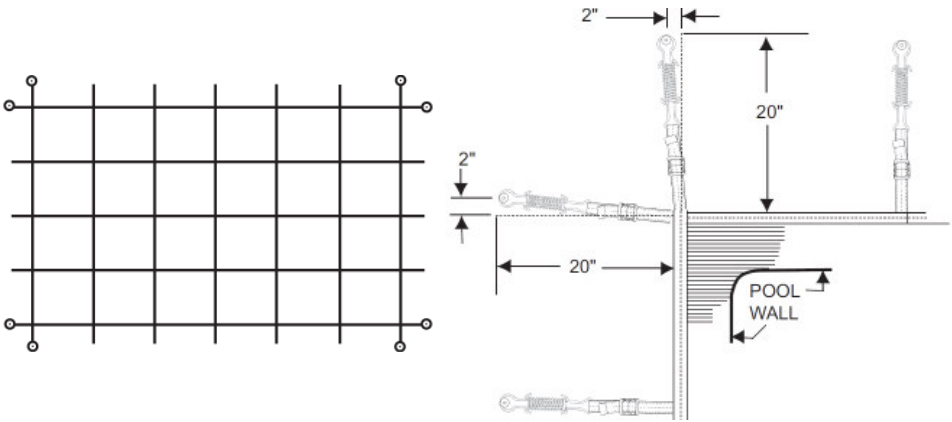


INSTALL CORNER ANCHORS



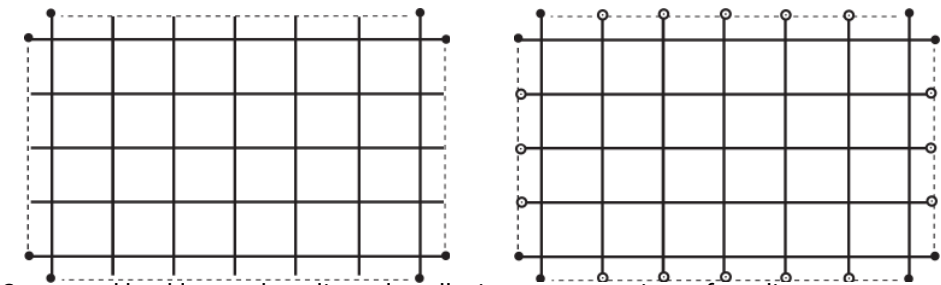
Alternative Rectangular Method

Rectangular covers may also be installed by anchoring the corners first. When using this method, it is advisable to mark the cover corner locations on the deck in chalk. Then mark the corner anchor locations by measuring 20" out from the cover corner and slightly (2") away from the center of the pool to allow for eventual cover stretch.



When all eight corner anchors are installed, adjust the strap through the buckles for proper tension and equal overlap. Using a chalk line or piece of string, mark a straight line between corner anchors on all four sides of deck.

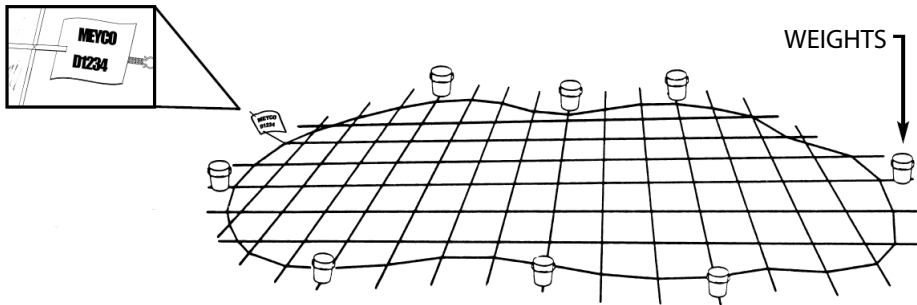
Install remaining anchors down the length of pool, being sure to locate the anchor on the chalk line and pulling the cover strap straight out from the cover. Continue to do the same down the width sides of the pool.



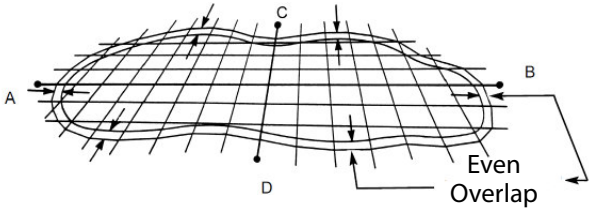
Straps and buckles can be adjusted to alleviate straps not in perfect alignment.

Custom Plus - Odd Shaped Covers

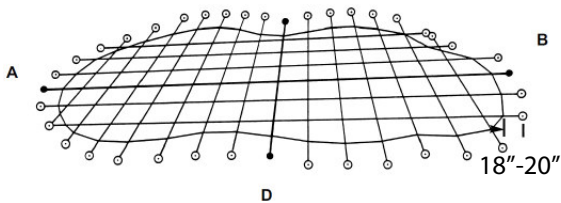
Water-filled containers or similar weights should be positioned on some of the straps to hold the cover in position. Be careful not to position weights directly on the cover material as it could snag or damage the material. If there are any obstructions, first, position the cover so that cutouts fit around obstructions (e.g. rocks, rails, raised walls).



Start anchoring both ends of a center strap (A&B) down lengthwise using the drilling instructions in this manual. Then install both ends of a center strap (C&D) across the pool width. Be sure there is an equal overlap around the pool. For the proper overlap subtract the pool size from the cover size and divide by 2. Check to be sure anchors are the proper distance back from the pool edge. Anchors should be 20" back from the cover's edge.

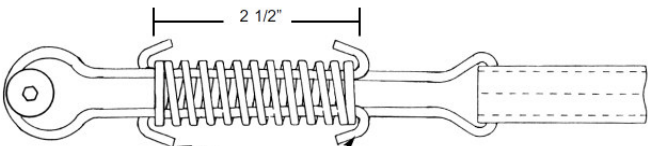


Continue to install the remaining anchors being sure to pull the straps out straight from the cover. Set anchors back to proper distance from the pool edge. Anchors should be located 20" from the cover's edge. The correct anchor distance back from the pool edge is the cover overlap plus the 20" distance from the cover's edge to the anchor. Typically the anchors are about 32" to 38" back from the pool edge.



Check to be sure that all the cross webbing and straps are straight. If there are any straps not pulling straight across the cover it may be possible to straighten them by adjusting the tension (by moving the buckles) on the straps perpendicular to them.

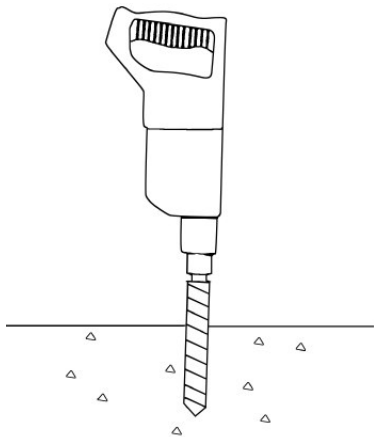
Check for a uniform overlap around the cover. Tighten straps so that springs are compressed about halfway (approx. 2 1/2" apart) as shown in this diagram.



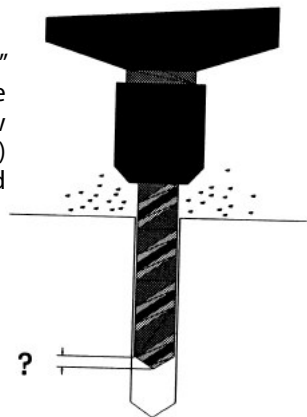
Coils compressed 2 1/2" apart (50%=75% compressed)

Anchor Drilling

Once you have located proper anchor positions, you can drill holes to accept the anchor shells. Measure the drill bit beveled depth. Then add 2" for pop-up type anchors or 1 3/4" for screw-type anchors. Mark this measurement onto your tamping tool and drill bit with electrical tape or use a drill guide. Drilling dust can be removed with a vacuum or carefully blown out.

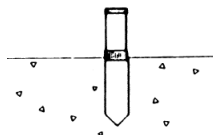


Drill hole with a 3/4" drill bit. The hole depth is 1 3/4" screw type (2" pop-up type) plus drill bit beveled depth.

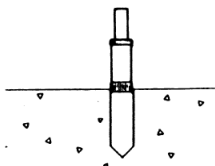


When your anchor hole is properly prepared, the anchor shell can be lightly tamped into position by inserting the tamping tool into the shell and tamping it into the deck with a mallet or hammer. A light Teflon or silicone spray on the tamping tool prior to tamping will facilitate its easy removal.

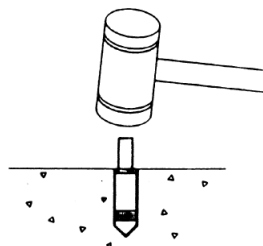
If the tamping tool should become jammed into the anchor, try gently tapping the tool on the sides to loosen it while pulling in an upward direction. For "Pop-Up Style" anchors, properly align the bevel on the tool with the inside of the anchor. Do not force it.



Position the anchor shell above the hole.



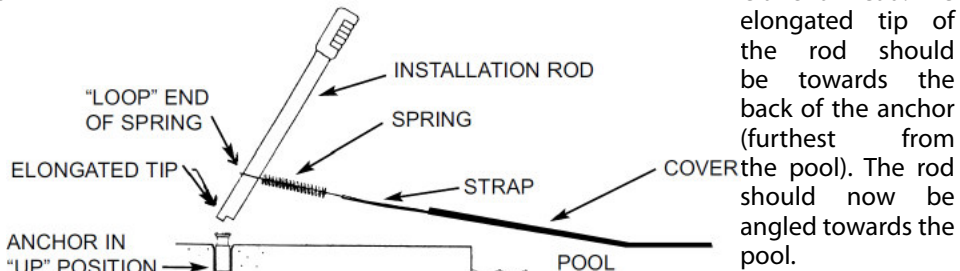
Insert tamping tool into the anchor shell.



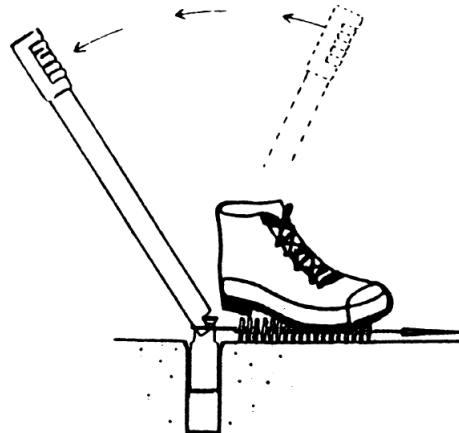
Tap tamping tool gently to set anchor flush with deck.

Fastening Springs To Anchors

Position anchor inserts in the up position using the hex key. Slide the installation rod through the loop end of the spring and position over the end of the anchor head. The



Pull the rod handle away from the pool. The spring will slide down the rod to the elongated tip. This can be facilitated by pushing down on the spring with your foot. The rod may also be lightly sprayed with silicone lubricant to ease sliding. The spring will slide off the rod and onto the anchor head.



AZ cover should be "drum tight". A loose cover will allow "wind-whipping" which may result in coping wear on the fabric around the edge. At initial installation we suggest that the cover be set extremely taut by adjusting strap buckles to a position where the cover tension will have the spring coils almost touching. As the cover stretches slightly, tension will lessen and springs should adjust to their normal position. Check cover tension periodically. Spring coils should be compressed about 2 1/2".

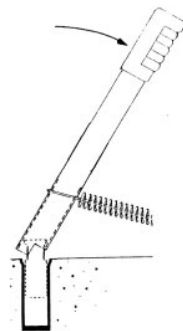
Removing Springs From Anchors



Insert installation rod over anchor head so that extended tip of rod fits into space inside looped end of spring (the pool side of the anchor).



Rotate the rod a half turn so that the extended tip slides between the anchor and the end of the spring furthest away from the pool.



Tilt the rod towards the pool. The spring will slide up the rod, releasing the spring from the anchor head. As the tension has been removed, the spring at the opposite end of this strap can now easily be removed from the anchor head by hand.

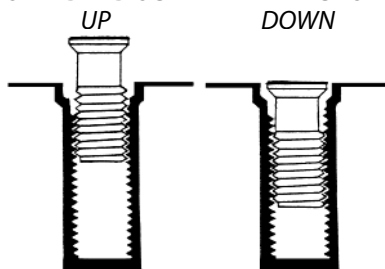
Hardware

1. BRASS ANCHORS - FOR STABLE SURFACES SUCH AS CONCRETE. MORTARED BRICK OR PATIO STONE DECKS

For these and other stable anchoring surfaces, anchors can be installed by simply drilling a hole with a rotary hammer drill camping the anchor shell into the hole; and inserting the anchor insert. A carbide tipped drill bit is often used for drilling. Diamond tipped bits are available for longer life, quicker drilling, and more precisely round holes.

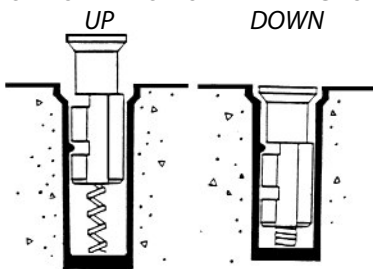
For low grade concrete decks and decks with veneer coatings, spalling or chipping may occur when drilling. It is advisable in these cases to use a slow-speed drill for the initial drilling, followed by the hammer drill setting to complete the hole. Brass anchor flanges are available (for screw type anchors only) to "cover" chipping around the anchor edges.

STANDARD SCREW TYPE ANCHOR



Threaded to rotate up and down.

OPTIONAL POP-UP TYPE ANCHOR

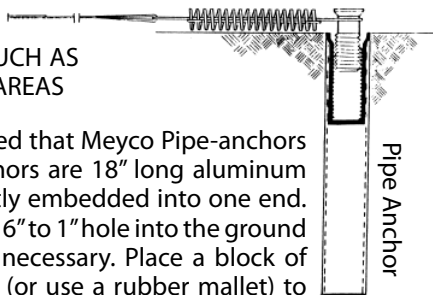


1/4 turn with spring insert to release or set into position.

note: to facilitate smooth operation it is recommended that anchor inserts be removed each spring and fall and shells flushed out of any dirt. The brass inserts may also be lightly coated with a silicone or Teflon spray to ensure smooth operation. Do not use oil or grease!

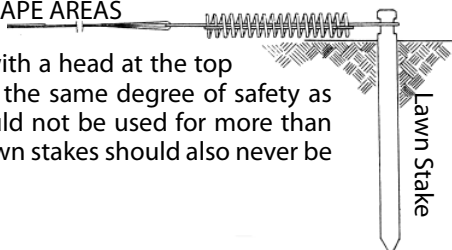
2. PIPE ANCHORS - FOR UNSTABLE SURFACES SUCH AS LOOSE BRICKS, PATIO STONES, AND LANDSCAPE AREAS

For areas with unstable decking it is recommended that Meyco Pipe-anchors be used to properly anchor the cover- Pipe anchors are 18" long aluminum tubes with a brass screw-type anchor permanently embedded into one end. Pipe anchors can be installed by pre-drilling a 15/16" to 1" hole into the ground and through loose bricks or patio stones when necessary. Place a block of wood over the top of the pipe anchor assembly (or use a rubber mallet) to gently tamp into place.



3. LAWN STAKES - FOR GARDEN AND LANDSCAPE AREAS

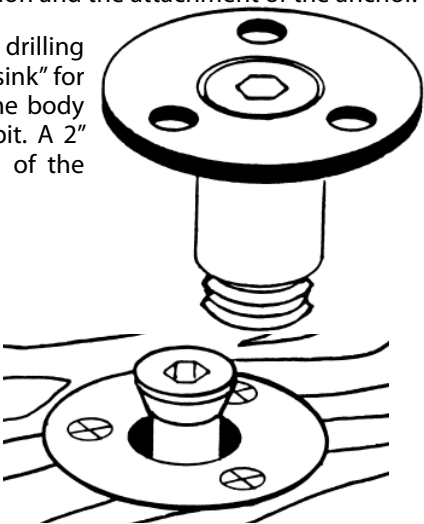
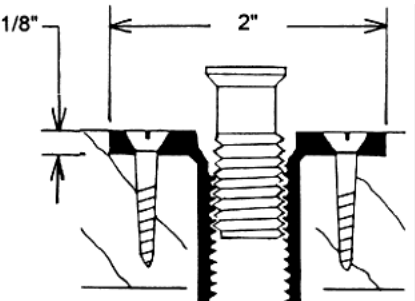
The aluminum pins are 1/2" round, 18" long, with a head at the top to hold a spring. Lawn stakes do not provide the same degree of safety as a standard or pipe-anchor assembly and should not be used for more than 20% of the anchoring points around a pool. Lawn stakes should also never be placed at opposite ends of the same strap.



4. WOOD DECK ANCHORS - FOR STURDY WOOD DECKS

Meyco wood deck anchors may be used to anchor covers to wood decks capable of supporting the anchor. It is up to the installer to determine if the decking is sufficient thickness and strength to support the cover tension and the attachment of the anchor.

Anchors should be countersunk into decking by drilling two holes in the wood. First a 2" x 1/8" "countersink" for the top flange. Second, a 3/4" hole to accept the body of the anchor itself using a conventional drill bit. A 2" Forstner Bit is recommended for quick drilling of the shallow countersink hole.

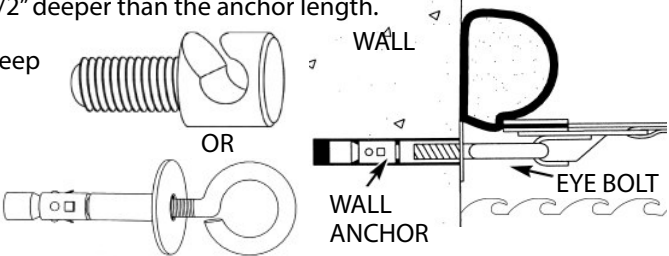


5. WALL ANCHORS - FOR ANCHORING INTO VERTICAL AREAS

When areas of raised decking or rocks do not allow for normal anchoring, wall anchor/eye-bolt sets may be used to attach a cover directly to a wall. Wall anchors are inserted into a 3/8" hole drilled directly into the raised wall or rock area.

The eye bolt is screwed into the anchor forcing the anchor to expand to a tight fit in the wall. Drill a hole at least 1/2" deeper than the anchor length.

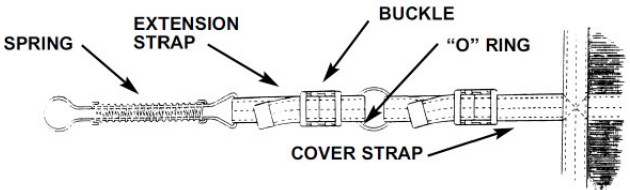
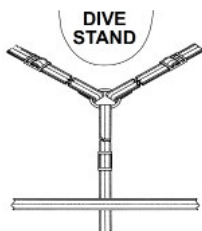
- 1 3/4" Anchor, drill 2 1/4" deep
- 2 1/2" Anchor, drill 3" deep
- 4" Anchor, drill 4 1/2" deep
- 5" Anchor, drill 5 1/2" deep
- 6" Anchor, drill 6 1/2" deep



6. EXTENSION STRAPS

Extension straps may be used when the standard strap is not long enough to extend across a surface to reach the desired anchor location. Extension straps are available in 4' 6' and 8'. Straps in excess of 8' are not recommended as they could lead to wind whipping and premature wear. Avoid more than 20% of extension straps on a cover.

7. YOKE STRAPS



Use And Care Of Your Meyco Cover

1. Never allow the pools water level to fall below 18" from the main deck level. A low water level will result in cover and/or spring damage during periods of snow accumulation. This damage will not be covered under the warranty.
2. Do not walk on the cover except in an emergency situation. It should not be jumped upon like a trampoline. Walking or jumping on the cover may result in damage to the cover not covered by the warranty.
3. The pool water must be properly chemically treated when closing the pool for the winter. The water chemical level should be checked in early spring or when there is any period of warm temperature. Proper adjustment of chemicals should be made if necessary.
4. Abrasion strips are sewn to the cover to protect against normal coping wear. The cover should be kept drum tight to help lessen the chance of excessive wear not covered under the warranty.
5. It is the responsibility of the installer to, when necessary, add protective padding to sharp corners or very rough areas of the pool. Vinyl padding or carpet remnants may be used for such protection.
6. The cover should be folded and stored in its storage bag when not in use. Leaves and debris should be removed. The mesh cover material does not require that it be scrubbed down or powdered prior to storage.
7. PermaguardLite solid and Rugged Mesh covers should be cleaned with a mild detergent and dried before storing.
8. The cover should be stored in an area free of rodents.
9. Always completely remove the cover when using the pool. Never swim in the pool with the cover partially installed.
10. Check the cover periodically to be sure the cover is secured drum-tight on the pool. Adjust the buckle positions to achieve the proper tension.
11. Be careful not to drag the cover on decking or over the cover springs. Tears resulting from mishandling will not be covered under the warranty.
12. Do not operate a barbeque grill in the proximity of the cover as sparks or hot ash may settle on the cover and result in small burn holes.
13. Rugged Mesh covers may need to be hosed down from the bottom side to unclog filters.

MEASURING INSTRUCTIONS

1. Begin with a freehand sketch indicating inside pool dimensions. Include deck area, planters and any obstructions within 3' of the waterline. A photo of the pool is suggested when there are rocks, waterfalls, raised walls, spas, or anything out of the ordinary.
2. Establish two points, "A-B", on the deck area about 2/3 the length of the pool; 20'-25' is typical for residential pools, (show this on the sketch). Use two lawn stakes, ice picks or screwdrivers as points "A & B".

NOTE: The "A-B" line must never intersect the pool line and should be approximately 5' away from the pool at the closest point.

3. Using chalk, mark and number points along the inside edge of the pool at approximately 3' intervals. Mark all corner points, ladders, fill spout, dive stand, handrails, grabrails, slide legs, rocks, raised areas, waterfall, planters, spillways, spa walls separating spa and pool, etc. 1' to 2' intervals should be used in small or tight radius areas. Raised wall should have points marked every 1' or closer if needed directly to the wall where cover is to be anchored.
4. Measurements are now taken from "A" to point #1, then point #2, and all the way around the pool. Then measure from point "B" to the same point #1 and then #2; as you did for point "A". Measurements are listed in column form as shown. Measure overall length of pool at water line. Take this measurement using two numbered points on pool. Point to point dimensions should be taken across the length and width to ensure accuracy of plot.

No.	A	B
1	4'6"	25'9"
2	4'1"	26'4"
3	3'9"	26'11"
4		
5		
6	CONTINUE	CONTINUE
7		
8		
9	CONTINUE	CONTINUE
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

*LENGTH

PT 10 TO PT 50 = 45' 3"

*WIDTH #1

PT 30 TO PT 58 = 24' 2"

*WIDTH #2

PT 2 TO PT 19 = 22' 10"

*ROCKS

PT 19 TO PT 24

*GRABRAILS

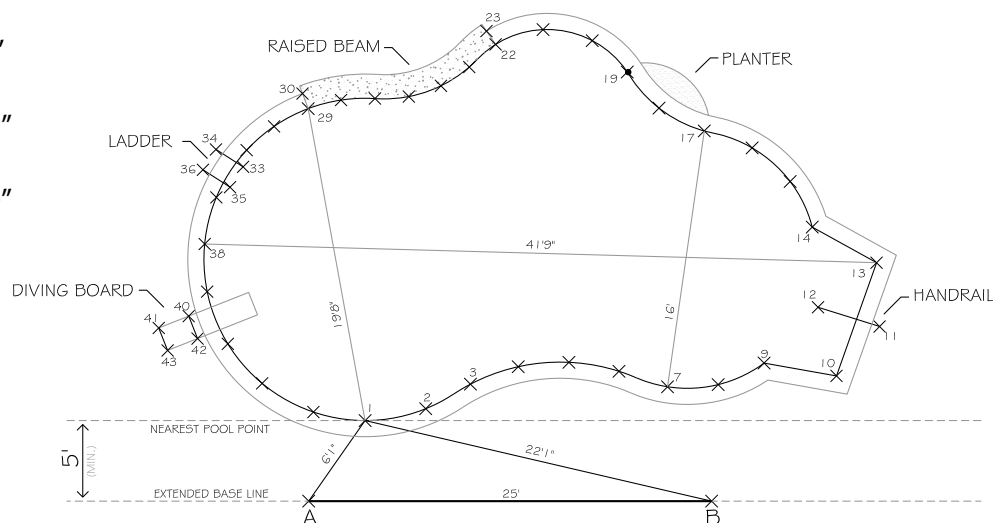
PT 15 TO PT 16

(6" BACK)

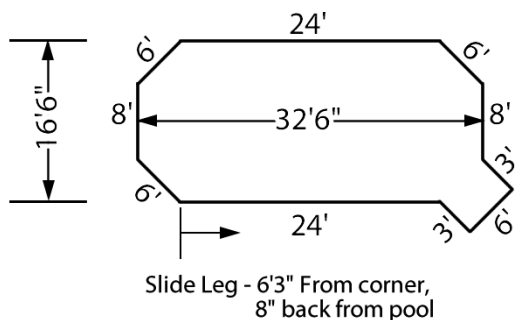
*PLANTER

PT 61 TO PT 66

(12" BACK)



IMPORTANT NOTE: If you have a Straight Rectangular, Grecian, "L", or Bow End pool, with or without steps, it is not necessary to take A-B measurements. Simply sketch the pool on the enclosed graph paper and provide all perimeter dimensions and the overall length and width. Obstructions can be located by supplying the distance from a corner to the obstruction and the distance into or away from the pool edge.



Everyone Trusts the Original.™

MEYCO POOL COVERS

1225 Walt Whitman Road, Melville, NY 11747

Phone: 800-446-3926 or 631-421-9800

Fax: 631-421-8621

Sales@MeycoProducts.com

Photos@MeycoProducts.com

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Photos@MeycoProducts.com

**ORDER/ESTIMATE and MEASURE FORM****Everyone Trusts the Original.™****BILL TO:**

DEALER CODE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

E-MAIL: _____

CONTACT PERSON: _____

JOB INFORMATION:

DATE: _____ PO#: _____

☐ POOL OWNER INFO ONLY ☐ PLEASE SHIP TO:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SHIPPING INSTRUCTIONS:☐ BEST WAY ☐ I WILL PICK UP ☐ PRIORITY (AIR)**MUST CHECK BOX BELOW**☐ **ESTIMATE**(If No Boxes are Checked,
this will be an Estimate)☐ **ADDITIONAL INFORMATION**

REF #: _____

☐ **ORDER**

(Send Appropriate Deposit)

MATERIAL / COLOR / SPACING☐ **MeycoLite Mesh** (Standard Mesh)☐ 3X3 SPACING ☐ 5X5 SPACING ☐ BEST WAY☐ GREEN ☐ BLUE ☐ BLACK☐ STONE GRAY (3X3 spacing only)☐ MOCHA (3X3 spacing only)☐ **Rugged-Mesh**☐ 3X3 SPACING ☐ 5X5 SPACING ☐ BEST WAY☐ GREEN ☐ BLUE (3X3 spacing only)☐ STONE GRAY (3X3 spacing only)☐ MOCHA (3X3 spacing only)☐ **PermaGuard Solid Cover**☐ 3X3 SPACING ☐ 5X5 SPACING ☐ BEST WAY☐ GREEN ☐ BLUE ☐ BLACK☐ WITH PUMP ONLY☐ SELF DRAINING**Meyco Measuring Services Available.**
Limited Availability.**HARDWARE OPTIONS***All Prices are The Additional Upcharge List Price to a cover instead of standard hardware.
Standard hardware included with cover: 7.5" SS Springs, Screw Type Anchor,
Spring Covers, Steel Installation Rod, Hex Key, Stow Bag, Tamping Tool.*☐ **BRASS POP-UP TYPE ANCHORS**

(SPRING LOADED) - \$1.00 Each UpCharge

☐ **BRASS WOOD DECK ANCHORS w/SCREWS** - \$3.75 Each☐ **18" PIPE ANCHOR ASSEMBLY** - \$3.75 Each UpCharge☐ **9" PIPE ANCHOR ASSEMBLY** - \$3.75 Each UpCharge
(WORKS WELL WITH PAVER DECKS)☐ **ALUMINUM LAWN PINS** - \$2.50 Each UpCharge☐ **LAWN SPIKE (16" UPGRADE TO PINS)** - \$5.00 Each UpCharge☐ **ON-GROUND BRACKETS** - \$6.00 Each UpCharge☐ **HEAVY DUTY SPRING - 8 1/2"** - \$3.00 Each UpCharge☐ **SS SHORT SPRING (5.5")** - No UpCharge☐ **WALL ANCHOR - 1 3/4" (3/8" x 2 1/4" min. hole size)**☐ **WALL ANCHOR - 2 1/2" (3/8" x 3" min. hole size)**☐ **EXTRA LONG WALL ANCHOR - 4"** - \$2.00 Each UpCharge☐ **EXTRA LONG WALL ANCHOR - 5"** - \$2.00 Each UpCharge☐ **EXTRA LONG WALL ANCHOR - 6"** - \$2.00 Each UpCharge☐ **DECK FLANGES (FOR S/T ANCHORS)** - \$1.00 Each UpCharge☐ **CABLE SYSTEM W/TURNUCKLES** - \$4.00 p/FT☐ **CABLE SYSTEM W/SPRINGS** - \$4.00 p/FT

(CABLES INCLUDE CABLE LATCH INSTEAD OF EYEBOLT)

☐ **CABLE PLUGS TO HIDE WALL ANCHOR (BAG OF 50)** - \$17☐ **YOKE STRAP ASSEMBLY** - \$25**Stainless Steel Anchors and Flanges are available
or choose your own color.****Contact your Meyco Conceirge for details.***Prices and material choices may change without notice. Copyright 2014.*

Our Path To Quality Begins Here

Contact Name _____ Phone Number _____

TO AVOID DELAYS: please answer all questions and send photos to **photos@MeycoProducts.com**.
All removable obstructions should be removed when cover is in use.

1. The distance from A to B for "A-B" measures: _____ **IMPORTANT: show A-B locations on sketch**

2. Are there non-removable rails? ☐ YES ☐ NO If Yes, give location: _____

3. Does pool have a fill spout on the deck? ☐ YES ☐ NO If Yes, give location: _____

How high is fill spout raised from deck: _____

Does fill spout dip below coping? ☐ YES ☐ NO If Yes, give location inside pool.

4. Does pool have angled/radius corners? ☐ YES ☐ NO Dimension/Radius: _____

5. Are cut corners wanted? ☐ YES ☐ NO
(4' radius / 3' angled walls must be cut. Smaller length or radius will be squared unless noted otherwise.)

6. Spa Cover wanted ☐ YES ☐ NO

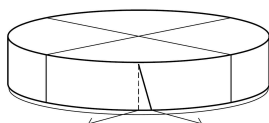
Is Spa wall Lower: ☐ YES ☐ NO Is Spa Raised: ☐ YES ☐ NO Height: _____

Does spa have an open spillway? ☐ YES ☐ NO Width/Location: _____

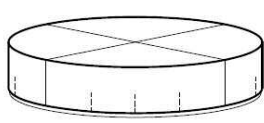
Spa Coping Size: _____

Spa Design Preference:

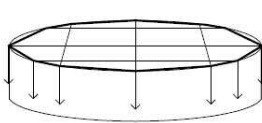
- ☐ With long straps to anchor into deck (Max 16" height for safety) ☐ Anchor into outside wall of spa
☐ Cap Style ☐ With split and 2 straps (no cable) ☐ Closed with cable and snap hook ☐ Superflap



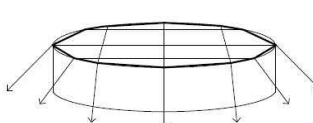
Split Skirt



Closed Skirt



Standard Cover



Deck Straps

7. Does pool have a vanishing edge? ☐ YES ☐ NO

Distance between top of coping and vanishing edge wall: _____

Is catch basin to be covered ☐ YES ☐ NO ☐ Separate Cover (best for safety) ☐ Attached to main

If attached, give height from top of wall to catch basin: _____

8. Does slide dip below coping level? ☐ YES ☐ NO

Give location and distance slide dips below coping: _____

Do you want a slide pocket (only if slide dips 4" or more) ☐ YES ☐ NO

9. Does pool have Multi Level Deck or Raised areas ☐ YES ☐ NO Total Rise: _____

☐ Best way for safety ☐ Step Cuts

☐ Anchor into front of raised area

a) ☐ Pivoting Snap Hooks for wall application

b) ☐ Pivoting O-Ring with cablemates

☐ With Cable ☐ Without Cable

If nothing is chosen, no cable will be provided

Pt: _____ Height: _____

Pt: _____ Height: _____

Pt: _____ Height: _____

Pt: _____ Height: _____

Pt: _____ Height: _____

Pt: _____ Height: _____

Notes:



Pivoting Snap Hook
US Patent 7,490,389



Pivoting Ring

Examples Of Basic Obstructions

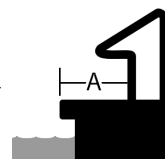
Be sure to show sketch of each obstruction with dimensions. This is for instruction purposes only.

☐ NONE

☐ FIGURE 4 GRAB RAIL

At PT _____

"A" = _____

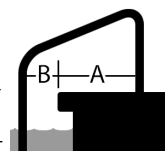


☐ RAIL

At PT _____

"A" = _____

"B" = _____

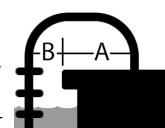


☐ STANDARD LADDER

At PT _____

"A" = _____

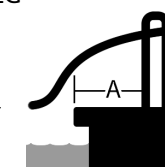
"B" = _____



☐ SLIDE LEG

At PT _____

"A" = _____



☐ SLAB TYPE LADDER

At PT _____

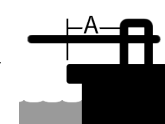
"A" = _____



☐ DIVE STAND

At PT _____

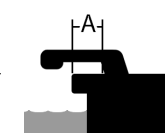
"A" = _____



☐ FILL SPOUT

At PT _____

"A" = _____



Deck Level Change Example

