

SPECIFICATIONS

F O R

**REPLACEMENT OF
SIDEWALKS 2023**

FOR

**VILLAGE OF COLD SPRING
PUTNAM COUNTY, NEW YORK**

PREPARED BY

**JAMES J. HAHN ENGINEERING, P.C.
PUTNAM BUSINESS PARK
1689 ROUTE 22
BREWSTER, NEW YORK 10509**

April 2023

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SECTION A

NOTICE TO BIDDERS

Sealed proposals for performing the work herein described will be received by the Village Board of the Village of Cold Spring, New York, at the Office of the Village Clerk, 85 Main Street, Cold Spring, New York 10516 on April 21, 2023 at 2:00 P.M. and immediately thereafter the bids will be publicly opened and read aloud in said office.

The work consists of replacing approximately 2,200 square feet of sidewalk throughout the Village of Cold Spring. The Contractor shall remove existing sidewalk, prepare the base, pour and cure new reinforced concrete sidewalk, and restore the area.

Contract Documents may be obtained at the above office of the Village Clerk or from the Village website at www.coldspringny.gov on or after April 7, 2023 at 2:00 P.M. If the Village website is used to obtain documents, the Village Clerk must be notified at (845) 265-3611, or vcsclerk@coldspringny.gov, and provided with contact information.

Bid Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Cold Spring, 85 Main Street, Cold Spring, New York 10516 and endorsed "Replacement of Sidewalks 2023, Cold Spring, New York."

The Village of Cold Spring 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 Village to do so.

Dated _____

By Order of The Village Board

By _____
Kathleen E. Foley
Village Mayor

SECTION B

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 bound copy of the Specifications
- b. A separate set of Bid Sheets
- c. Addenda (if any)
- d. Contract Plans

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, such forms also being bound in the specifications as Section C. 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 the Village Board, Village of Cold Spring, Putnam County, New York and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation shall be affixed under the Bidder's signature. Telephone, facsimile, telegraphic, or email 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 Owner may make such investigations as he 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 such Bidder is properly qualified to carry out obligations of the Contract and to complete the work contemplated therein

within the time designated. Fraudulent statements shall cause rejections of Proposal and forfeiture of bid security.

The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous similar experience and where available equipment and financial resources are adequate to assure Owner that the work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed may also be considered.

All Bidders shall be prepared to submit within five (5) days of Owner's or Engineer's request, written evidence of such information and data necessary to determine if Bidder is qualified to perform the work. Qualifications shall include a minimum of five (5) previous projects involving similar construction work. The Contractor shall have a minimum of five (5) years of work experience of similar size and scope. As a minimum, the project reference information requested in Section C of the Bid Proposal shall be provided at this time.

Technical capability and the ability to complete the project within the established time frame will also be part of the evaluation criteria along with any special status the bidder may have such as women-owned business and minority-owned business. Guidance on business classifications can be found in the Federal Acquisition Regulations (FAR) Subpart 19.1.

In evaluating Bids, the Owner will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.

CONDITIONS OF WORK

Each Bidder must be informed fully of conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of his 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 his bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. If rock probes or test borings have been made by the Owner, they will be made available to the Contractor for inspection of the same conditions and basis as described in Section 154 of the General Conditions. Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Drawings and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Village Consulting Engineer, James J. Hahn, P.E., Putnam Business

Park, 1689 route 22, Brewster, New York, 10509 and to be given any consideration must be received at least seven (7) 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 his Bid as submitted. Acknowledgment of Addenda shall be noted on the "Bid Form".

BID SECURITY

Omitted

INSURANCE REQUIRED

The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in Section J:

- a. Workmen's Compensation
- b. Public Liability
- c. Owner's & Contractor's Protective
Liability
Property Damage
- d. Property Damage
- e. Automobile (Each Vehicle)
Public Liability
Property Damage
- f. Unemployment Insurance

The Subcontractors at a minimum must have the same insurance coverage as required by the Contractor or be listed on the Contractors policy.

SECURITY FOR FAITHFUL PERFORMANCE

The Contractor shall, prior to execution of the Contract and within fourteen (14) calendar days after the Notice of Intent to Award, submit two separate executed bonds with Power of Attorney, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the Contract; and (3) a Certificate of Insurance. The bonds submitted shall, as a minimum address the following:

1. That the company issuing the bond is to be a State of New York Company, with either having filed its Certificate of Incorporation with the State of New York or if a foreign corporation having qualified itself to do business in the State of New York By the New York Secretary

of the State;

2. That simultaneously with the proposed bond, the applicant is to submit a current updated financial statement of the issuing bond company, presumably identical to any financial statement filed with the State of New York;
3. The applicant is to submit written proof from a reputable reporting/rating company, (i.e. Moodys, Best, etc.) that the issuing bonding company has a rating as to its financial reliability and creditability that is satisfactory to the Village Board.

The Bonds shall be prepared as specified in Section E, Form of Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York. The Surety Company shall, at a minimum, be A rated or better by Best's.

In addition, at the time of final payment, the Contractor shall provide a two (2) year maintenance bond guaranteeing against defective materials and workmanship in an amount equal to one hundred (100%) percent of the contract amount and shall submit the completed General Release form (Section G-1) stating that all obligations incurred by the Contractor in carrying out this Agreement have been satisfied including wage and costs of subcontractors, equipment and materials.

FORM OF AGREEMENT

The form of agreement is included in these documents in Section D. This form is for general information only and will be finalized pursuant to the Bid and other specific contract details such as addendums, drawings, payment schedules, etc., prior to signing.

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Village 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 Village Board further reserves the right to reject any or all bids.

OWNER

The Village of Cold Spring, Putnam County, New York.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of 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 municipality, 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

Following the bid opening, the apparent low bidder shall submit to the Engineer within seven (7) days a preliminary schedule, financial information and experience information.

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

- a. The successful bidder, if his business is not registered in New York State, must provide the Village 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 the supplying of the requisite certificate of doing business of each such 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 Village or is a relative of any such Village officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the Village.

APPROVALS

There will not be any approvals given for any "or equals" materials, equipment or systems prior to the award of the contract.

**SECTION C
BID PROPOSAL
REPLACEMENT OF SIDEWALKS 2023
VILLAGE OF COLD SPRING
PUTNAM COUNTY, NEW YORK**

To:

Village Board
Village of Cold Spring
85 Main Street
Cold Spring, New York 10516

Bid Submitted By:

(Name)

(Address)

(Telephone Number)

(Email)

1. I/We do hereby declare that I/We have carefully examined the Plans and the Specifications relating to the above-entitled matter and the work, and have also examined the site.
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 Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations 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 therefor, 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 therefor, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Plans and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award. The Contract execution will serve as the official notification to commence work.

5. I/We do also declare and agree I/We will commence the work within five days after the contract execution and will complete the work fully and in every respect 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.
6. I/We agree that the Owner 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 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 Village Board or any officer or employee of the Village of Cold Spring, New York, or person whose salary is payable in whole or in part from the said Village Treasure 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 or labor to which it relates, or in any portion of the profits thereof.
8. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty-five (45) calendar days from the date of the opening of bids, and that with said period of forty-five (45) days, the Village 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 signator on this proposal in behalf of this corporation.
10. I/We hereby affirm that I/We will adhere to the requirements of the “Non-Discrimination Clause”.

11. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
12. I/We hereby agree that I/We accept the unit prices and/or lump sums on the following pages, for the various items of work.
13. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the 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)

Date: _____

By: _____
(Authorized Signature)

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

_____	_____
	Signature
_____	_____
	Signature
_____	_____
	Signature

The following is a list of places where we have performed work of similar character and magnitude, together with references:

Project Name & Location	Approximate Cost	References & Telephone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____
(PRINT NAME)	(ADDRESS)
_____	_____
(PRINT NAME)	(ADDRESS)

Signature of Bidder: _____

Federal EIN: _____

Business Address: _____

Place of Residence: _____

Date: _____

BID PROPOSAL
REPLACEMENT OF SIDEWALKS 2023
VILLAGE OF COLD SPRING, NY

Name of Bidder _____
 Address _____
 City, State Zip _____

Email: _____
 Telephone: _____
 Fax: _____

Note: The Lump Sum and Unit Price amount is to be written in both words and numbers. In case of discrepancy, the amount shown in words shall govern. The price shall be in dollars and cents. The Lump Sum amount shall include all labor, materials, equipment, services, etc. required to complete the work in accordance with the Plans, Specifications and all other Contract Documents within the specified completion date.

No.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE (IN NUMBERS)	UNIT PRICE (IN WORDS)	TOTAL PRICE
BASE (Paulding Avenue)						
CSR	Concrete Sidewalks and Ramps (5")	SF	420			
CSR	Concrete Sidewalks and Ramps (7")	SF	250			
MPT	Maintenance & Protection of Traffic	LS	1			
R	Restoration	NP	NP	NP	Non-Payment	NP
TOTAL BASE BID						
ALTERNATE 1 (Main Street)						
CSR	Concrete Sidewalks and Ramps (5")	SF	500			
ALTERNATE 1 BID						
ALTERNATE 2 (Maple Terrace)						
BBC	Bituminous Base Course	Ton	5			
BTC	Bituminous Top Course	Ton	3			
CSG	Crushed Stone and Gravel ("Item 4")	CY	6			

BID PROPOSAL
REPLACEMENT OF SIDEWALKS 2023
VILLAGE OF COLD SPRING, NY

No.	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE (IN NUMBERS)	UNIT PRICE (IN WORDS)	TOTAL PRICE
MCS	Monolithic Curb & Sidewalk (5") (includes topsoil fill behind sidewalk)	SF	675			
MCS	Monolithic Curb & Sidewalk (7")	SF	325			
ALTERNATE 2 BID						
TOTAL BID (base + all alternates)						

The total bid shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). 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 unit price in words and the unit price in numbers, the unit prices in words shall govern.

The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein. The contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to ensure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price Bid shall remain in effect for this work.

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 or 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 he has fully informed himself 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 signature of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that _____
(Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the following project

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or 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 _____
corporation at a meeting of the
Board of Directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

(SECRETARY)

Laws of New York, 1965
Ch. 751, Sec. 103-d, as amended
effective September 1, 1965

HOLD HARMLESS AGREEMENT

(To be approved by your Attorney)

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and save harmless, the Village of Cold Spring, employees of James J. Hahn Engineering, P.C., Village representatives and its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Cold Spring or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name) _____

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public

SECTION C
INSURANCE

Contractor shall furnish a Certificate of Insurance prior to commencing work evidencing.

- a. Worker's Compensation and Employer's Liability Policy: Covering operations in New York State. Statutory Workers' Compensation, Employer's Liability and N.Y.S. Disability Benefits Insurance for all employees. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Workers' Compensation must include a waiver of subrogation. This policy shall not exclude third part action over (a/k/a: labor law) claims. Coverage shall not exclude injuries in confined spaces. Coverage must specifically include all New York State work places.
- b. Comprehensive General Liability Policy: With limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:
 - A. Products/Completed Operations.
 - B. Independent Contractors.
 - C. Explosive, collapse and underground losses (X.C.U.).
 - D. Contractual Liability (covering Hold Harmless attached).
 - E. Broad from Property damage liability (including completed operations).
 - F. Personal Injury including hazards i, ii, iii.
 - G. Village of Cold Spring shall be named as an "Additional Insured" and provided a waiver of subrogation endorsement on the policy and the Certificate of Insurance shall show this as to the liability coverage on the certificate.
 - H. The Contractor's insurance policy is primary and non-contributory to any insurance the Village of Buchanan may maintain.
 - I. This policy shall not exclude third part action over (a/k/a: labor law) claims.
 - J. Coverage must be on a \$1,000,000 each occurrence per location or per project basis.
 - K. Coverage shall not exclude injuries in confined spaces.
- c. Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle. Village of Cold Spring and their agents, officers, directors and employees shall be included as additional insured on the auto policy. Also needs to include waiver of subrogation.
- d. Umbrella Excess Liability: With limits no less than \$5,000,000 each occurrence. This policy must provide the Village of Cold Spring as additional insurance and include a waiver of subrogation endorsement in their behalf. The Contractor's insurance policy is primary and non-contributory to any insurance the Village may maintain. This policy shall not exclude third part action over (a/k/a: labor law) claims.
- e. Owner's Protective Liability Policy: With limits no less than \$1,000,000 shall be taken out and maintained during the life of this contract which will protect the owner 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.

- f. Property Insurance: The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- g. Contractor's Equipment: The Contractor shall insure all equipment, tools, portable enclosures, and vehicles owned, leased or used by them and shall evidence coverage with a Certificate of Insurance. The Contractor shall hold the evidence coverage with a Certificate of Insurance. The Contractor shall hold the Owner harmless for any loss or damage to such equipment, tools, etc.
- h. Insurance Covering Special Hazards: THIS SECTION INTENTIONALLY OMITTED.
- i. All Policies and Certificate of Insurance of the Contractor shall contain the following clauses:
 - A. Insurers shall have no right to recovery or subrogation against the Owner, Architect/Engineer and Construction Manager (including its employees and other agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for my and all losses covered by the above-described insurance.
- j. Certificates shall provide that thirty (30) days' written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Owner. Policies that lapse and/or expire during term of work shall be re-certified and received by the Owner no less than thirty (30) days prior to expiration or cancellation.

The Contractor shall furnish to the Owner Certificates of Insurance for a, b, c, d, e, f, g, h, i and j above, as evidence of coverage prior to signing of contract.

The cost of furnishing the above insurance shall be borne by the Contractor, 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. The Contractor shall require all subcontractors to provide this same insurance coverage.

Contractor's Signature

Date

Print Name and Title

**SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION
(To be Completed by Each Bidder)**

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and 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 penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

Print Company Name

By: _____
Signature

Title

Sworn to before me this

_____ day of _____, 20__

Notary Public

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
(To be Completed by Each Bidder)**

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Cold Spring (the "Village") receive information that a bidder/proposer is in violation of the above-referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she
(Name of Individual Signing this Certification)

is the _____ of the _____ and that neither
(Title/Position of Signer) (Name of bidder/proposer)

the bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Print Company Name

By: _____
Signature

Title

Sworn to before me this

_____ day of _____, 20____

Notary Public

SECTION D
AGREEMENT

FOR

REPLACEMENT OF SIDEWALKS 2023
VILLAGE OF COLD SPRING

THIS AGREEMENT, executed in quadruplicate, made this ____ day of _____, 20__, by and between the Village of Cold Spring, a municipal corporation with offices at Village Hall, 85 Main Street, Cold Spring, NY 10516, County of Putnam, State of New York, party of the first part, hereinafter designated “the Village” and _____ a business authorized to do business in New York State with offices at _____, party of the second part, hereinafter designated “the Contractor”.

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

ARTICLE I - PURPOSE:

The work consists of _____. The project is located _____ in the Village of Cold Spring. Other related work shall include the _____ all in accordance with the plans and specifications as directed by the Engineer and Village. Coordination with the Water Department is required and expected throughout the duration of the construction project.

All of the above work and other related work is more fully described in the specifications and drawings.

In furtherance of this end, the Village has prepared Specifications and Supporting Data, and has solicited bids for the work. When bids were opened, the bid prepared by the CONTRACTOR was the lowest bid received in compliance with the specifications and the Village awarded the work to the Contractor on _____.

ARTICLE II - SCOPE:

The Village accepts the Contractor’s bid proposal dated _____. The work to be done is shown and detailed on the following documents, which are collectively referred to herein as the “Contact Documents”:

Notice to Bidders, Instruction to Bidders, Bid Proposal, Agreement, Performance Bond, Labor and Material Bond, Form of Maintenance Bond, General Release, Prevailing Wage, Compliance with Labor Law Requirements, Insurance, Non-Discrimination Clause,

General Conditions, Special Conditions, Technical Specifications, and Addenda

All of the above items are dated _____ unless otherwise noted, and are attached hereto labeled as “_____ Prepared by James J. Hahn Engineering, P.C., Putnam Business Park, 1689 Route 22, Brewster, New York 10509”, and made a part of this Agreement.

There is further attached hereto and made a part of this Agreement:

1. “Bid Proposal” to the Village of Cold Spring, dated _____, executed by the Contractor, attached hereto and marked “EXHIBIT A”.
2. Notice of Award letter by the Village of Cold Spring, dated _____, attached hereto and marked “EXHIBIT B”.
3. Performance and Payment Bonds No. _____, dated _____, attached hereto and marked “EXHIBIT C”.

ARTICLE III - TIME OF COMPLETION:

- (a) The Contractor shall commence work under this Agreement within _____ days of the Notice to Proceed or as soon as possible as directed by the Village.
- (b) The Contractor shall complete work by _____. The Contractor shall be responsible for completion of the Contract as required under Section 202 “Time of Completion”.
- (c) If the Contractor is unable to satisfactorily complete all work by the time of completion, the Village may grant an extension of time, if, in the opinion of the Village the delay in completing work was due to causes beyond the Contractor’s control, and not due to the Contractor’s negligence, actions or inaction.

ARTICLE IV - PAYMENT:

- (a) The Village will pay the Contractor for services under this Agreement the unit prices and lump sums as shown in “EXHIBIT A”.
- (b) It is the intention of the Agreement to include under the above unit prices and lump sums all necessary services required to complete this project. If additional work is required, such work may be done on a mutually agreed basis, and authorized in writing by the Village.
- (c) Payment to the Contractor requires execution of Contractor’s invoice. The payment

form shall be in a format prescribed by the Engineer, in accordance with AIA document G702 and G703. The Village is a tax-exempt municipality.

- (d) Vouchers are paid _____ monthly and must be received by the Engineer no later than _____ days prior to Board meetings for payment to be mailed to the Contractor within _____ days of the Board meeting.

A retainage of five (5%) percent of completed and approved contract work shall be withheld from each voucher submitted for payment by the Contractor.

- (e) Following a final site inspection of the Contract work and prior to final payment, the Contractor shall submit the General Release form from the Contract Documents and a two (2) year Maintenance Bond. The General Release shall state that all obligations incurred by the Contractor in carrying out this Agreement have been satisfied including wages and costs of subcontractors, equipment and materials. The General Release and Maintenance Bond shall be acceptable in form and sufficiency to the Attorney and Engineer, in the amount of 100% of the final Contract Price, and shall ensure satisfactory repair or replacement of defective work as required under the General Conditions.
- (f) Pursuant to approval of the General Release and two (2) year Maintenance Bond, the Contractor shall receive final payment for approved work including previous retainage withheld by the Village.

ARTICLE V - COMPLIANCE WITH LAWS AND REGULATIONS:

In carrying out the terms of this Agreement, the Contractor shall comply with all applicable laws, regulations and procedures of the United States of America, State of New York, County of Putnam and the Village. In particular, the Contractor's attention is directed to the Specifications Section H "Prevailing Wage" and Section I "Compliance With The Labor Law and other Department of Labor Regulations" and any related addenda.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AFFIX CORPORATE SEAL

By: _____
_____, Village Mayor

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

On the ____ day of _____, 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the Village Mayor, the municipal described in an which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said municipal; and that s/he signed his/her name thereto by like order.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AFFIX CORPORATE SEAL

By: _____
Contractor _____, President

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

On the ____ day of _____, 20__, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that s/he signed his/her name thereto by like order.

NOTARY PUBLIC



AIA[®]

Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

SECTION F
FORM OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(hereinafter called the Principal) as Principal and the _____,
a _____ Corporation with an office and place of business for the State
of New York at _____

New York, (hereinafter called the Surety) as Surety, are held and firmly bound unto the

_____ (hereinafter called the Obligee) as Obligee in the sum of _____
_____ (\$ _____) DOLLARS,

lawful money of the United States of America, for the payment whereof the Principal and Surety
bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20__.

WHEREAS, the Principal heretofore entered into a written contract with the Contract for

WHEREAS, said Contract provides that the principal shall guarantee _____

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall indemnify the Obligee against loss by reason of his failure to make good at own expense any defects or deficiencies in materials or workmanship which may appear in the work under said contract for the period of two year(s) from the date of acceptance of the work, then this obligation shall be void; otherwise to remain in full force and effect.

Principal

By: _____

By: _____

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20____ before me personally appeared the within named _____ to me known, and known to me to be _____ the individual described in and who executed the within bond, and _____ acknowledged to me that s/he _____ executed the same.

NOTARY PUBLIC

SECTION G

GENERAL RELEASE

(To Be Submitted With Requisition For Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Contractor)

for and in consideration of the sum of _____
(Final Contract Price)

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

_____,
(Owner/Contracting Agency)

and 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 equity 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 corporate seal to be hereto affixed and duly attested by its _____ this _____ day of _____.

ATTEST:

PRINCIPAL:

AFFIX CORPORATE SEAL

STATE OF NEW YORK)
) SS:
COUNTY OF PUTNAM)

On the ___ day of _____, 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the _____ of _____, the corporation described and that s/he signed his/her name thereto.

NOTARY PUBLIC

SECTION H

STATE PREVAILING WAGE RATES

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes line or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The **PRC# is 2023003738** which is provided on NYSDOL Form PW-200 included in this contract proposal.

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Owner or Owner's representative to prospective bidders without internet access.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Cold Spring
Mary Head, Engineer
Putnam Business Park 1689
Route 22
Brewster NY 10509

Schedule Year 2022 through 2023
Date Requested 03/30/2023
PRC# 2023003738

Location Village of Cold Spring
Project ID#
Project Type The work consists of replacing sidewalk throughout the Village of Cold Spring.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

SECTION I

COMPLIANCE WITH THE LABOR LAW

AND OTHER DEPARTMENT OF LABOR REGULATIONS

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 200-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 200-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, his Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION J
INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Owner, and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York, rated A or better by Best's, and otherwise acceptable to the Owner. Refer to Section C for additional insurance requirements.
 - a. Workmen's Compensation and Employer's Liability Policy: Covering operations in New York State. Statutory Workers' Compensation, Employer's Liability and N.Y.S Disability Benefits Insurance for all employees. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy. Workers' Compensation must include a waiver of subrogation. This policy shall not exclude third part action over (a/k/a: labor law) claims. Coverage shall not exclude injuries in confined spaces. Coverage must specifically include all New York State work places.
 - b. Comprehensive General Liability Policy: With limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:
 - a. Products/Completed Operations.
 - b. Independent Contractors.
 - c. Explosive, collapse and underground losses (X.C.U.).
 - d. Contractual Liability (covering Hold Harmless attached).
 - e. Broad from property damage liability (including completed operations).
 - f. Personal Injury including hazards i,ii,iii.
 - g. Village of Cold Spring shall be named as an "Additional Insured" and provided a waiver of subrogation endorsement on the policy and the Certificate of Insurance shall show this as to the liability coverage on the certificate.
 - h. The Contractor's insurance policy is primary and non contributory to any insurance the Village of Cold Spring may maintain.
 - i. This policy shall not exclude third part action over (a/k/a: labor law) claims.
 - j. Coverage must be on a \$1,000,000 each occurrence per location or per project basis.
 - k. Coverage shall not exclude injuries in confined spaces.
 - c. Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle. Village of Cold Spring and their agents, officers, directors and employees shall be included as additional insured on the auto policy. Also needs to include waiver of subrogation.
 - d. Umbrella Excess Liability: With Limits no less than \$5,000,000 each occurrence.

This policy must provide the Village of Cold Spring as additional insurance and include a waiver of subrogation endorsement in their behalf. The Contractor's insurance policy is primary and non-contributory to any insurance the Village of Cold Spring may maintain. This Policy shall not exclude third part action over (a/k/a: labor law) claims.

- e. All Policies and Certificate of Insurance of the Contractor shall contain the following clauses:
 - a. Insurers shall have no right to recovery or subrogation against the Owner, Architect/Engineer and Construction Manager (including its employees and other agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
 - f. Certificates shall provide that thirty (30) days' written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Owner. Policies that lapse and/or expire during term of work shall be re-certified and received by the Owner no less than thirty (30) days prior to expiration or cancellation.
- 2. All policies and certificates of insurance of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.
 - b. Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days' notice shall be given to Owner, by registered mail, return receipt requested.
- 3. All property losses shall be made payable to and adjusted with the Owner.
- 4. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
- 5. Other coverages may be required by the Owner based on specific needs.
- 6. If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended,

discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.

7. In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims.
8. The Contractor agrees to protect, defend, indemnify and hold the Owner and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees of other expenses or liabilities of every kind and character arising out or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other application legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner, or its employees.

SECTION L
NON-DISCRIMINATION CLAUSE

During the performance of the 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 he has or is bound by a collective bargaining or other agreement or understanding, 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 employees 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 provisions 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 his books, records, and accounts by the

Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. The 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 the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such 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 him 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 had against the surety on the performance bond if necessary.
- h. The Contractor will include the provisions 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 purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. 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 him to intervene and protect the interests of the Owner (Contracting Agency’s jurisdictional area).

SECTION M

GENERAL CONDITIONS

Note: The headings of the articles herein are intended for the convenience or reference only and shall not be considered as having any bearing on their interpretation.

PART I

101 DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Owner and the Contractor.
- b. The term "Owner" means the municipality which is authorized to undertake this Contract.
- c. The term "Contractor" means a person, firm or corporation entering into the Contract with the Owner to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the area shown on the drawings in the immediate vicinity of the work, unless otherwise defined in the Special Conditions. No private property is included unless the Owner has obtained an easement.
- f. The term "Engineer" or "Professional" means the person in charge, serving the Owner with engineering services, his successor, or any other person or persons, employed by said
- g. Owner for the purpose of administering the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.
- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished; the quality of workmanship required; measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

102 SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner, for the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Owner, any language barrier exist between the superintendent and the Owner, the Contractor will employ a qualified interpreter.
- b. The Contractor shall lay out his own work including all survey required and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103 SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has received written approval of such Subcontractor from the Owner.
- b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. All Subcontractors must have adequate superintendence on the work site when they are performing work.
- c. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- d. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.

104. OTHER CONTRACTS

The Owner reserves the right to let other contracts in connection with this work or to perform work related to this project with his own forces. The Contractor shall offer other Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs. The Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not permit or commit any act which will interfere with the performance of work by any other Contractor as scheduled.

Wherever work being done by the Owner's forces, or other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

If any part of the Contractor's work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

105 RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

106 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or Materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and specifications and, except with consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

107 MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, in any judgment or claim and pay all costs and expenses, in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Owner and Engineer.

108 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

109 PROGRESS SCHEDULE

The Contractor shall submit within seven (7) calendar days after execution of the Agreement, a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

1. The project name, number, and geographic location.
2. The Contract time, Contract beginning date, and ending date.
3. The time of beginning and completion of each significant phase of this Contract.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Owner. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Owner.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used.

110 COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, each case addressed to such office.
- c. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Village of Cold Spring, 85 Main Street, Cold

Spring, NY 10516 and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited, in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address as the Owner may subsequently specify in writing to the Contractor for such purpose.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

111 PAYMENTS TO CONTRACTOR

1. Partial Payments

- a. The Engineer shall prepare an estimate of the work performed for partial payment as of a mutually agreed upon date at least 30 days after beginning of work, and approximately every 30 days thereafter. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices, if any, contained in the Agreement.

There will be no payments or partial payments to the Contractor for materials purchased and stored/stockpiled on the project site.

- b. Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All materials and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements in this Contract complete and satisfactory to the Owner in all details.

2. Final Payment

- a. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed without retainage, less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.

- b. The Owner, before paying the final estimate, will require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor; the Owner deems this necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts, any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- c. If it was necessary for the Owner to expend money for labor, materials or equipment on this project because the Contractor failed to perform satisfactorily or promptly, and a bill for such sum remains unpaid, the Owner may deduct this sum from partial payments or the final payment. Furthermore, if the specifications provide for certain work to be done by the Owner with the fee or cost to be borne by the Contractor, and a bill for such services remains unpaid, the Owner may deduct this sum from the partial or the final payment.
- d. Withholding of any amount due the Owner under the section entitled "LIQUIDATED DAMAGES" shall be deducted from the final payment due the Contractor. At the Owner's option, liquidated damages may be deducted from any partial payment.

3. Withholding Payments

Notwithstanding the above, the Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by the section entitled "CONTRACTOR'S CERTIFICATES" under the GENERAL CONDITIONS.

112 CHANGES IN THE WORK

- a. The Owner may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work there from, without invalidating the Contract.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor,

services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

- c. The Contractor agrees to perform any of the aforementioned changed work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.
- d. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guaranty bonds and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.
- e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.
- f. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. Payment of unit price overruns, due to change order, may be withheld until Owner Approval is obtained. However, if the quantities are more than 125% of the estimated, then the following paragraph shall apply.
- g. If applicable unit prices are not contained in the Agreement, or the actual quantities exceeds 125% of the estimated quantity, the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 1. If the change in the work involves additional work, the procedure shall be as follows:
 - a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor, or
 - b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost-Plus Basis. A Cost-Plus Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit as stipulated below: “Net Cost of the Work” is defined as (1) gross cost of labor plus (2) net cost of materials plus (3) gross cost of equipment.
 - (1) “Gross cost of labor” is defined as net cost of labor plus fringe benefits.

“Net cost of labor” is defined as the cost of required labor based on the prevailing rates established by the State Labor Department and stated in the Contract Document. No part of any salary for employees above the grade of foreman, and having general supervision of this work, will be included in this item.

“Fringe Benefits” are defined as all insurances, taxes and other benefits for the employee required by law or by union contract. In lieu of an item-by-item determination of the actual value of such fringe benefits, all fringe benefits are

hereby determined to total an amount of 50% of net cost of labor, and the Contractor in submitting his bid agrees that this percentage shall be used, regardless of whether actual fringe benefits are more or less than this amount.

- (2) "Net cost of materials" shall be defined as the cost of all materials incorporated in the work, including delivery charges, less any allowable cash discounts, as shown by receipted bills.
- (3) "Gross cost of equipment" is defined as the "net cost of equipment" plus an allowance of 10% for fuel and lubricants.

"Net cost of equipment" shall be defined as a rental rate which is reasonable and based on rental rates prevailing in the area where the work is to be done. Such rental rate shall be negotiated, and shall be agreed upon in writing before the work is begun. However, in no case shall the rental exceed the rates set forth in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment".

The cost of furnishing small tools and accessories and materials used for construction but not incorporated in the work shall be considered as part of the Contractor's overhead, and shall not be included in the "net cost of the work".

An allowance of 15% will be added for overhead and profit and is hereby stipulated to be in lieu of an actual determination of overhead and profit. The Contractor in submitting his bid agrees that this allowance shall be used, regardless of whether actual overhead and profit is more or less than this amount.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for use of such equipment.

2. If the change in the work requires a reduction in the work involved, the procedure shall be as follows:
 - a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
 - b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit. The Owner may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, he may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS, "ARBITRATION".
- h. Each Change Order shall include in its final form:
 1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a confirmed copy thereof.
 3. A definite statement as to the resulting change in the Contract price and/or time.
 4. The statement that the change order is subject to the approval of the Village Board.
- i. Contractor shall not take advantage of any obvious error in the specifications or any such

error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents shall be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.

113 CLAIMS FOR EXTRA COST

- a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event, or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.
- b. As soon as practicable after the final submission of all information the Owner shall make a determination of any claim. Said decision of the Owner shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Owner shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- c. There shall be no added compensation paid for delay to the Contractor unless the Owner causes said delay by a material breach of Contract, and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION: DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.
- d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work, than would be reasonable estimated from the Drawings and maps issued.
- e. If, on the basis of the available evidence, the Owner determines that an adjustment of the

Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections - "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS.

- f. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of the Contract.

114 NO OPTIONS PAID

It shall be clearly understood that there will be no payment for materials incorporated into the work (other than that shown on the Contract Drawings or specified) unless ordered by the Engineer.

115 TIME AND MATERIALS WORK NOTIFICATION

Should the Contractor perform work in accordance with the GENERAL CONDITIONS, "CHANGES IN THE WORK", he shall give a minimum of 24 hours advance written notice prior to his anticipated beginning any work on a Cost-Plus Basis, to the Owner and specifically the Engineer.

116 TERMINATION; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES

A. Termination of Contract

For its own convenience the Owner may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and moneys expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Owner may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following moneys only, which moneys shall be subject to legitimate charges of the Owner against the Contractor:

1. All reasonable cost incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or resale of materials ordered; and
2. On Lump Sum projects, a markup of 10% for profit and 10% for overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed. On unit price Contracts, allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit price Bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract

provisions.

Should any work under this Contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason, the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Owner may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- a. Failure to begin the work under the Contract within the time specified.
- b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- c. Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
- d. Neglecting or refusing to remove material rejected as defective and unsuitable.
- e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
- f. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
- g. Becoming insolvent or declared bankrupt or commits any act of bankruptcy or insolvency.
- h. Allowing a final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
- i. Making any assignment for the benefit of creditors.
- j. Violating any covenants contained in the Contract Documents.
- k. Failure to eliminate unsafe conditions within 12 hours.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract, shall be deducted from any moneys due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

B. Excusable Delays and Extensions of Time

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war, National Defense, or any other national emergency.
2. To any acts of the Owner, caused by injunction or litigation against said Owner, by a third party.
3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor, in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "B".

Provided, however, that the Contractor promptly notify Owner with ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Owner by reason of any delay.

C. Liquidated Damages For Delay

If the work is not completed within the time stipulated in Section -TIME OF COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and as liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Owner for the amount thereof. Neither permission given by the Owner for the Contractor to continue the work after the time fixed for completion, nor the inspection and acceptance of such work, shall be deemed a waiver on the part of the Owner of any of his rights under this contract.

117 ENGINEER'S AUTHORITY

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative

to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

118 TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the matter shall be immediately submitted to the Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. Therefore, the worst-case scenario with the highest cost will be considered included on the bid.

119 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

120 SHOP DRAWINGS

Shop drawings are required for all manufactured items. In the case of reinforced concrete, details or reinforcing bars and form construction and materials shall be submitted in the same manner as shop drawings.

- a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in three (3) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, rechecking if necessary. Two (2) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8 1/2 x 11" and the maximum size shall be 24" x 36".

- b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc., to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.
- d. By submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he has checked and coordinated each shop drawing, etc., with the requirements of the work and of the Contract Documents.
- e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order, that if acceptable, suitable action may be taken for proper adjustment of the Contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.
- f. After review, the submittals will be stamped “No Exception Taken”, “Make Corrections Noted”, “Revise & Resubmit” or “Rejected”. Two (2) prints of “No Exceptions Taken”, or “Make Corrections Noted”, drawings will be returned to the Contractor for his use and distribution to his suppliers and/or Subcontractors. In the case of those stamped “Resubmit” or “Rejected”, two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit (3) prints.
- g. In any submission which is noted as “No Exception Taken” or “Make Corrections Noted”, the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and specifications.
- h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., three (3) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.
- i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work and shall maintain a complete set of the reviewed submissions at the site of the work at all times.
- j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Owner with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.
- k. There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the general cost of the work.

121 SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

a. Samples

Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Owner, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the sample or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

b. Certified Test Report

A certified test report shall be a document containing a list of the dimensions, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and specifications, and shall also include the following information:

1. Item number and description of material
2. Date of manufacture
3. Date of testing
4. Name of organization to whom the material is consigned
5. Quantity of material represented, such as batch, lot, group, etc.
6. Means of identifying the consignment, such as label, marking, lot number, etc.
7. Date and method of shipment
8. Name of organization performing tests

The certified test report shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

c. Materials Certificate

A material certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and specifications. The document shall also include the following information:

1. Project to which the material is consigned
2. Name of Contractor to whom material is supplied
3. Item number and description of material
4. Quantity of material represented by the certificate
5. Means of identifying the consignment, such as label, marking, lot numbers, etc.
6. Date and method of shipment

d. Certificate of Compliance

A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the work and that they conform to all the requirements of the Contract Drawings and specifications. The following information shall also be required on the document:

1. Project number
2. Item number and description of material
3. Quantity represented by the certificate
4. Name of manufacturer

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

f. Tests

Tests as required by the Specifications will be made in accordance with the latest revision to the standard method in effect at the time of bidding of the American Society of Testing Materials, the New York State Department of Transportation, and American Water Works Association, the American Society of State Highway Officials or any other organization that is recognized as an authority on a particular material unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples or the material proposed for use shall be submitted, without charge by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Engineer whenever, in his judgment, they fail to meet the requirements of the specifications.

The Owner reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials, which when retested, do not meet the requirements of the specifications.

g. Approval/Acceptance

Approval on any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract Requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance, and may reject materials and accessories for cause even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have

the right to cause their removal and replacement by proper materials or to demand and secure such preparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and practical limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

The Engineer may at his discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are prevalently on test.

h. Costs

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, including those samples taken on the project by the Engineer. The Owner shall pay all other testing costs of said samples.
2. The Contractor shall assume all costs of retesting.
3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

122 MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.
- c. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See Section - SAMPLES, CERTIFICATES AND TESTS.

- d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- e. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- f. The Contractor shall employ only competent and skillful workers to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.
- g. The Owner may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist. Any action by the Owner under this provision shall not be deemed a cause of delay and no extensions of permitted time will be granted because of such action.
- h. In the event the materials furnished or the work performed deviates from the requirements of the Contract Drawings and Specifications, but in the opinion of the Owner, constitutes substantial performance, the Owner may accept the same. Should the deviation in question result in a savings to the Contractor, the Owner will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor, the Owner will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

123 PERMIT AND CODES

- a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local by-laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Owner and Engineer and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, by-law, ordinance, regulation, order or decree, whether by himself or his employees. All construction work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Owner. Where the requirements of the Contract

Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Owner will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. Unless otherwise specified, the Contractor shall at his own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for the making of water taps and the supplying of any equipment required by the Regulations of the Consolidated Water District, Electrical Underwriters permits, and any other permits required by the regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable Local/State/Federal laws, ordinances codes, etc., governing noise, the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

124 CARE OF WORK

- a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- b. Materials shall be stored so as to ensure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and when directed, shall be placed in weatherproof buildings.
- c. Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.
- d. The Contractor shall at his sole expense and without any additional cost to the Owner provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.
- e. In an emergency affecting the safety of life or property including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the

Contractor on account of such emergency work will be determined by the Owner as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.

- f. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operation. If any damage is not repaired or acceptable arrangements for repair are not made within a reasonable period of time, the Commissioner may act to repair such damage by the Owner's forces or using another Contractor employed for that purpose, and the costs of such repair shall be deducted from any payment due the Contractor. If a damage claim has been referred by the Contractor to his insurance company, such referral shall in no way relieve the Contractor of his responsibilities.
- g. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner and the Building Inspector from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner and the Building Inspector may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

125 ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.
- b. Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual, Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/Federal regulations. The Contractor shall

promptly furnish the Owner with reports concerning these matters.

- d. The Contractor shall indemnify and save harmless the Owner and the Building Inspector from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have suffered, by any person as a result of any work conducted under this Contract. See also the Section - INDEMNITY CLAUSE of the GENERAL CONDITIONS.

126 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing Health/Sanitary regulations.

127 USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be described by the Owner, and shall not unreasonably encumber the site or public right-of-ways with his materials and construction equipment.
- b. The Contractor shall comply with all instructions of the Owner, Building Inspector and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

128 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated materials and debris, and keep the Project Area and public right-of-ways reasonably clear. Upon completion of the work, prior to final inspection, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and restore the whole site of the work and public right-of-ways to a condition satisfactory to the Engineer. Trash burning on the site of the work will be subject to prior approval of the Owner and existing Local/State/Federal regulations.

The cost of all required cleanup shall be included in the various prices bid under this Contract. The Contractor shall also include in the bid price the removal of snow from the project area.

129 LAYOUT OF WORK

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price. The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and safe guarding of all control points and bench marks set by the Engineer and his own forces. Any replacement or reestablishment of control points or bench marks by the Engineer, shall be at the expense of the Contractor.

The required horizontal and vertical control necessary to perform this work is furnished on the Contract Drawings.

130 OMITTED

131 INSPECTION/ACCEPTANCE OF THE WORK

All materials and workmanship shall be subject to inspection, examination or test by the Owner and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Owner or Engineer shall have the right to reject defective material and workmanship or require its correction. The Owner or Engineer shall have the right to reject materials which have not been approved prior to incorporation in the work, and the right to reject work that has been performed without inspection. Rejected materials shall be removed and replaced without charge. Rejected workmanship shall be corrected if possible to the Engineer's satisfaction without additional charge. If in the opinion of the Engineer correction is not feasible, or if correction has been attempted but is not satisfactory to the Engineer, the work must be removed and replaced without additional charge. If the Contractor fails to proceed at once with the correction or replacement of rejected workmanship or defective materials, the Owner may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which are due or may become due the Contractor, without prejudice to any rights or remedies of the Owner.

Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Owner or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

The assignment of a part time inspector to this project will in no way relieve the Contractor of the requirements to comply with all of the specifications.

Where the Contractor has been directed (by the Engineer) to leave certain items of work exposed for inspection, and he fails to do so, he will be required to uncover such work, at his own expense.

132 FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Federal Agency, other Governmental Agencies and representatives of each department of the Owner having charge of improvements of like character when such improvements are later to be accepted by the Owner.

133 INSURANCE

The insurance requirements for this Contract are specified in Section J of these documents.

134 WARRANTY OF TITLE

No material, supplies or equipment incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver to same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor, nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all Subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

135 GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with any Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The

Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of two (2) years from the date of final payment. If any work is done under the guarantee and maintenance provisions, the guarantee and maintenance bond shall be extended with respect to such repair or replacement work for a period of two (2) years from the date the maintenance work was completed.

136 NO ARBITRATION

All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor, not otherwise resolved, arising out of or relating to this agreement or its breach shall be decided in a court of competent jurisdiction. The Owner and the Contractor hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

137 RISK OF LOSS

The Owner assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

138 REQUIRED PROVISIONS DEEMED INSERTED

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

139 CORRECTIONS

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications, or Contract expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and specifications, or any disagreement in measurements upon the Contract Drawings must be submitted to the Engineer before construction of the work.

140 SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

141 CONNECTING TO EXISTING WORK

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, he shall make the necessary pipe line, roadway and other connections at the several points in order that on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices Bid for the various items of the work to be done under this Contract.

142 EXISTING IMPROVEMENTS

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by his operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. Whenever existing improvement information is either indicated on the drawings or supplied to the Contractor at a later date, it is understood that such information is furnished in good faith for the Contractor's convenience. The Contractor must interpret this information according to his own judgment, and must make his own determinations regarding the location of all improvements. No claim will be allowed because of incorrect or incomplete existing improvement information.

The various utility companies have been made aware of the pending construction and are generally familiar with the locations of conflicts in the case of the proposed construction. The various utility companies will make all adjustments to their own lines except where otherwise shown on the Contract Drawings or specified. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan his work so that least interference is caused for all

parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference. The Contractor shall support all utility lines uncovered during excavation.

143 ACCESS TO SITE

The Contractor shall make every effort to minimize damage to all access routes, and he shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from public streets or right-of-ways and for securing additional access rights thereto with respect to the County and State Agencies. No Street Opening Permits will be required by the Village, but the ordinances and rules and regulations pertaining thereto are in full force and effect as if repeated herein.

All costs of the removal and restoration to original conditions of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage for the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Owner and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges than the space provided by the Owner, for purposes incidental to the performance of the Contract, he shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Owner will arise therefrom. The Owner shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for reimbursing the Owner and others for any and all losses, damage or expense which the Owner and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and right-of-ways provided by the Owner to the Contractor of any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the right-of-ways, rights-of-access, etc., provided by the Owner.

144 ACCESS TO ADJACENT PROPERTIES

The Contractor shall at all times maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due operations or proposed work called for

under the Contract, the Contractor shall, at his sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Building Inspector.

145 USE OF ROADWAYS

During the progress of the work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Owner from any expense whatsoever due to his operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Roadway intersections may be blocked but one half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Building Inspector are necessary to reasonably accommodate the public and to provide access to private roadways. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and will deduct the cost of such work from any moneys due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at its insistence shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

146 INDEMNITY CLAUSE

The Contractor agrees to protect, defend, indemnify and hold the Owner and its employees free and harmless from and against any and all losses, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amount of judgments, penalties, interest, court costs, legal fees incurred by the Owner arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the Owner, death or damages to property (including property of the Owner's) and without limitation by enumeration, all other claims or demand of every character occurring or in anyway incident to, in connection with or arising directly or indirectly out of the said agreement. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

147 DISPUTES

- a. Any disputes between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event or action giving rise to the dispute be presented to the Building Inspector. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing

character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Building Inspector of notice thereof. The Contractor shall in no case allow any dispute to delay the work under this Contract.

- b. As soon as practicable after the final submission of all information, the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form, the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- c. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to this last known address.
- d. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provision of this Contract. The Contractor shall in no case allow the dispute or decision to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

148 GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to. In addition, this Contract is subject to all New York State statutes, including but not limited to the Village Law, Highway Law, Real Property Law and Finance Law.

149 “OR EQUAL” CLAUSE UNLESS OTHERWISE SPECIFIED

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., the intent is to establish a standard. Any material, article or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Further, the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment shall be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the structures, buildings, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material, the Contractor shall reimburse the Owner for the Engineering

service. The Contractor must pay for any laboratory testing required to establish the equality of his proposal.

150 CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES

The Contractor's attention is directed to the State of New York, Department of Labor, Board of Standards and Appeals Industrial Code Rule 53 - "Construction, Excavation and Demolition Operation at or near Underground Facilities" effective April 1, 1975.

The Contractor will be required to comply with all applicable requirements of Industrial Code Rule 53.

Requests for copies by mail should be directed to State of New York, Department of Labor, Office of Public Information, State Office Building Campus, Albany, New York 11201; or, single copies may be obtained by applying in person at the Department's office in Albany or in New York City at the Department of Labor, Two World Trade Center, New York, New York 10047.

151 REVIEW BY OWNER

The Owner, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, material, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representative or agents.

152 DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement in case of dispute, as herein provided.

153 PATENTS

The Contractor shall hold and save the Owner and Engineer, their officers, and employees, harmless from liability of any nature of kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

154 INFORMATION FROM OWNER

In addition to showing the construction under this Contract, the drawings may show certain information obtained by the Owner regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Owner and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information. The information which is shown is only for the convenience of the Contractor, who must verify this information to his own satisfaction.

155 EXISTING UTILITIES, STRUCTURES AND FIXTURES

The Contractor will be required, at his own expense, to do everything necessary to support, protect and sustain all sewers, water, gas mains or service pipes; electric light, power poles, telephone or telegraph poles, manholes, valve boxes, conduits and any and all utilities, structures or fixtures laid across or along the site of the work. In case any of the said utilities, structures or fixtures are damaged by the Contractor, they shall be repaired by the Contractor at his own expense, or by the authorities having control of the same and the expense of said repairs shall be deducted from the moneys due or to become due the Contractor under this Contract.

Should it become necessary to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture. The Contractor shall notify the Owner of the obstruction and the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the Owners of the same to properly care for and relocate them. Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

The removal or relocation of such interferences may be done by the Owner of the interfering utility or structure with his own forces, or by a Contractor whom he may engage for such purpose, or by private Contract between the utility company and this Contractor; or alternately he may request the Owner to cause this work to be performed under this Contract (at the utility company's expense). In the last instance, the Contractor shall perform such work under the terms of this Contract and shall be compensated as described in GENERAL CONDITIONS - CHANGES IN THE WORK, except where SPECIAL CONDITIONS OR TECHNICAL SPECIFICATIONS provide otherwise.

If the Contractor desires temporary changes of location of his convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structure or fixtures, he shall satisfy the Engineer and Owner that the proposed relocation does not interfere with his or other Contractor's operations, or the requirements of the Contract Drawings and does

not cause an obstruction or a hazard to traffic. The Contractor shall make his own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure, or fixture without the written approval of the Owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

156 CONTROL OF EXISTING FLOWS

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing his flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on his work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the Local, State or Federal Health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for his operations, intake methods shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

157 SEWAGE, SURFACE, GROUNDWATER, AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under the Contract.

The Contractor shall employ such feasible and practical methods in his operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies, or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond, or bog, etc., without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the Contractor shall ensure that no solids, debris, suspended soil particles, impurities, or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from his disposal methods and any necessary measures (such as but not limited to cleanup) required to return the system to preconstruction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property Owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

In addition, the Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing groundwater or water from any other source, from trenches, tunnels and other parts of the work and for preventing the trench slopes from sliding or caving. He shall sufficiently dewater all trenches, tunnels or other excavations to completely dry out and solidify the bottom of the trench to whatever depth is necessary below said bottom of the trench to provide a firm solid, completely dry bottom on which to place foundation material, lay pipe or build a structure.

It is expressly understood that the Engineer or Owner is not responsible for any flooding, high water tables, underground water or any other water problems which may be encountered on any portion of the work called for under this Contract and that the Contractor must include all anticipated costs for dewatering all excavations in the price bid under this Contract.

158 WEATHER CONDITIONS/WORK IN FREEZING WEATHER

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition, the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

159 MAINTENANCE AND PROTECTION OF TRAFFIC

The provisions herein shall be deemed in effect unless more stringent provisions are called for within the Technical Specifications. The Contractor will be required to protect and maintain pedestrians and vehicular traffic.

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard.

Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the road construction. Where directed by the Commissioner, the Contractor shall provide such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Village Superintendent of Highways or County or State Highway

Department if in their jurisdiction and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour sign posted.

Approved signs shall be provided along all highways while work is in progress, and where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and two lanes of traffic shall be maintained at night. Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary in the opinion of the Commissioner of Public Works or the Chief of Police, to direct traffic or to prevent entrance to streets of areas where construction is in progress.

Barricades shall be in accordance with the Owner's Public Works Specifications, and shall be lighted as provided therein. On traveled roads, a lighted warning sign is to be placed two hundred (200') feet before the approach of barricades, or as is necessary for safety along the approach line.

Where trenches have been cut, barricades, red flags, and warning signs, all properly lighted, shall be placed at frequent intervals and maintained until the trenches have been properly backfilled and compacted.

All barricades, lights, flags, and bombs shall be maintained intact at all times overnight, over the weekends, holidays or if the project is shut down for any period of time.

160 HOURS OF WORK

No work shall be done on the job Monday to Saturday before 8:00 a.m. nor after 7:00 p.m. and Sunday before 10:00 a.m. or later than 7:00 p.m., unless written approval for other times is given by the Owner at least forty-eight (48) hours in advance. No work shall be done on Legal holidays which include: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. No additional payment will be made by Owner for overtime work under any circumstances unless a prior written order has been given by the Building Inspector.

161 WATCHMAN

Contractor may, at his option and expense, employ a watchman to protect property at all times during which work is not under active supervision of his Construction Superintendent. Owner will not assume responsibility for losses or damage to property through theft or vandalism.

162 FIELD COPIES

The Contractor shall keep one copy of the specifications, plans and all shop drawings in good order, available to the Commissioner and his representative at the job location.

163 EMERGENCY WORK

If in the opinion of the Commissioner of Public Works, the work is carried on in such fashion that the public safety, private property, streets or utilities are endangered, or that the work is carried on in such a manner as to create unnecessary inconvenience to the public the Commissioner shall, immediately upon given notice, be authorized to undertake such corrective measures as he may deem to be necessary.

164 PROTECTION

The Contractor shall protect and maintain all property, structures and utilities, public or private and shall provide whatever means are required to do so, as part of this Contract. The Contractor shall take steps to protect the site and neighborhood from dust, mud, paint, and inconvenience. He shall take such steps as are necessary to prevent mud and silt from washing off the project area, prevent dust from blowing about the neighborhood, and prevent loaded trucks from spilling material upon traveled roadways. Calcium chloride shall be used to settle dust whenever required by the Engineer.

If the work is stopped for any purpose, all rigging, scaffolds, and equipment shall be made secure to prevent any danger from wind, storm or accidents.

The Contractor must put up and maintain such barriers, signs and red lights as will effectively protect his work, materials, and prevent accidents in consequence of the work. Steps shall be taken to prevent trespass wherever the public may be endangered. He shall assume all liability occasioned in any way by his acts or neglect, or those of his agents, employees or workmen.

The Contractor shall so control his operation as to prevent damage to trees and shrubs which are to be preserved. Protection may include coverings, fences and boards lashed to trees to prevent damage from blasting or machine operations or hand tunneling through root areas. The Contractor shall carefully cut off all branches of trees which may have been broken or injured during construction. All tree repairs and painting of tree wounds shall be as specified in the New York State Department of Transportation Specifications.

Should work necessitate the moving of a survey monument, the property owner, Village, County or other agency which can reasonably be assumed to have established the monument, shall be informed far enough in advance to arrange for adequate referencing. In no case, however, shall a monument be disturbed without prior approval of the Engineer.

All barricades, lights, flags, bombs and any other means set up to protect the public or the work from injury or damage shall be maintained overnight, over weekends and holidays, or for any duration during which the job is not complete but the work may be shut down. Additional precaution such as filling of trenches or installation of steel plates may be required in areas of heavy traffic, on weekends extended by legal holidays or when there is expectation of inclement weather.

165 PAYMENT FOR GENERAL AND SPECIAL CONDITIONS

The cost of the performance of any work required by these General Conditions shall be considered to be a part of the Contractor's Base Bid if the Contract is a Lump Sum Contract, and spread out among all the unit prices, if the Contract is a Unit Price Contract. There will be no additional payment for work required by these General Conditions.

Unless otherwise specified, the cost of the performance of any work required by the Special Conditions shall be considered to be a part of the Contractor's Base Bid, if the Contract is a Lump Sum Contract, and spread out among all the unit prices, if the Contract is a Unit Price Contract. There will be no additional payment for work required by the Special Conditions.

166 DAMAGE TO PRIVATE PROPERTY

If the Contractor damages private property or facilities outside the designated work area (which work area is to be restored under the restoration provisions of the Contract), he shall restore the private property or facilities promptly and completely in the same manner as specified under the restoration provisions of these specifications. If he does not do so within a reasonable period of time, as determined by the Commissioner, the Owner may retain or deduct from any sum or sums due to the Contractor such amount or amounts as are necessary to correct the condition and employ the Owner's forces or another Contractor to do the corrective work. The fact that the Contractor has referred a damage claim to his insurance carrier shall not relieve him of liability for prompt and full restoration of damage. For purposes of this section of the Contract, the Owner will treat what are essentially private facilities within a public right-of-way (including but not limited to mailboxes, shrubs, flowers and other plantings, walls, light poles, etc.) in the same manner as described above for private property.

167 RESTORATION

All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the Contractor may, subject to the approval of the Engineer, substitute other similar items whose total value shall equal that of the destroyed one.

Where the work area extends onto private property, the Contractor shall make all reasonable attempts to satisfy the Owners. In case of dispute, the Commissioner of Public Works shall be the judge as to the reasonableness of equivalency of repaired and restored features.

If the Contract documents contain more detailed or more stringent specifications for restoration than in this section, the more detailed or stringent specifications shall take precedence over this

section. If the Contract documents do not contain detailed specifications for restoration, then this section expresses the intent of the Owner; all published specifications of the Owner containing details of construction applicable to items of restoration (e.g. grass, pavement, etc.) shall be deemed included in these Contract documents as if set forth in full, if not actually printed herein.

All restoration work shall be maintained for a period of one year after completion of the project by this Contract and secured by the maintenance bond.

If the Contract documents contain a specific payment clause for restoration, then that clause shall apply; otherwise payment for restoration shall be as described in Section 165.

168 DRUG AND ALCOHOL TESTING

As a Contractor providing services to the Owner involving the driving of commercial vehicles, we are obligated by federal law/regulation to ensure that you are in compliance with drug and alcohol testing requirements under 49 CFR Part 382. If your company's services involve driving commercial motor vehicles with a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds), or are used in the transportation of hazardous materials in a quantity requiring "placarding," or are designed to carry more than 15 passengers including the driver, this is applicable to you.

By federal regulation, verification must be completed and submitted to the Owner every six months.

169 OSHA REGULATIONS

By undertaking this work, the Contractor is acknowledging that they are knowledgeable of, trained in, and shall enforce the necessary OSHA regulations. All of the workers shall be properly trained in OSHA safety requirements for construction sites. The Contractor shall be solely responsible for adhering to and enforcing all applicable OSHA regulations. The Owner, Engineer, or Inspector shall not be responsible for enforcing or liable for OSHA regulations.

SPECIAL CONDITIONS

201 SCOPE OF WORK

The work consists of replacing approximately 2,200 square feet of sidewalk throughout the Village of Cold Spring. The Contractor shall remove existing sidewalk, prepare the base, pour and cure new reinforced concrete sidewalk, and restore the area all in accordance with the Specifications, Plans, and directions of the Engineer.

202 TIME OF COMPLETION

The Contractor shall provide the required bonds, insurance and other documents as may be required to complete this agreement within ten (10) business days (in the State of New York) of notice of award.

Work shall proceed in the field within five (5) business days of the Contract signing. Once work has started, it shall proceed continuously and diligently. The work shall be completed and approved within sixty (60) calendar days of the Contract, with the exception that the Base Bid work shall be substantially completed and billed by May 31, 2023.

203 LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of five hundred dollars (\$500.00) as fixed, agreed as liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

204 PROGRESS SCHEDULE

The Contractor is advised that construction operations on this project are to be confined to as short a time period as possible. That is, once any work has begun in this area, the Contractor will be required to proceed diligently and continuously until all of the work in this area is completed. The Progress Schedule submitted by the Contractor under Article 109 of the GENERAL CONDITIONS shall indicate the Contractor's compliance with this requirement, and the Progress Schedule will not be approved unless such compliance is incorporated in the chronological order of the work.

205 NOTICE TO BEGIN WORK

Prior to beginning saw cutting, site excavation and other preliminary work necessary before full construction starts, the Contractor shall notify the Engineer and deliver to him a schedule in accordance with the GENERAL CONDITIONS, Article 109 "PROGRESS SCHEDULE".

206 COORDINATION WITH OTHER AGENCIES

Contractor shall allow Village Work Forces to carry out all work that is required to be completed simultaneously with his own work.

The Contractor is responsible to ensure that his work is coordinated with any outside agency for work that must be accomplished prior to installation of any resurfacing material. The Contractor will not be allowed to proceed until such coordination and work have been completed.

207 BACKFILL AND SETTLEMENT

The Contractor is hereby advised that he bears the sole responsibility for all backfilling work and will be responsible for all settlement occurring on the streets within the project area resulting from the work of this project. The Contractor shall take whatever methods are necessary to assure that settlement does not occur beneath the finished work of the project and shall repair any and all work that is damaged by settlement. The Contractor shall install temporary pavement for a minimum settlement time of three (3) months or as directed by the Engineer. At the end of the settlement period, the Contractor shall remove and dispose of the temporary pavement and replace it with permanent pavement.

208 RESTORATION

The Contractors attention is directed to the General Conditions Section 167 and the technical specifications. The Contractor shall be required to restore all disturbed areas due to project construction and shall provide all labor, materials and equipment required to satisfactorily replace items disturbed as detailed in the referenced specification. The costs related to all restoration work should be included in other bid items of work for this project.

209 EXISTING UTILITY LINES AND VALVES

The Contractor shall be responsible for locating all existing water mains and valves, gas mains and valves, storm drain pipes and all private and public utility service laterals prior to beginning any construction work (Code 53). He shall also be responsible for all costs to repair damage to underground and overhead utility lines.

210 PONDING AND REDIRECTION OF SURFACE RUNOFF

The Contractor shall prevent low spots where water can collect behind new pavement or curbs. The Contractor is responsible, at no cost to the Owner, to correct any deleterious water ponding areas. The Contractor shall also prevent possible redirection of water onto private property and shall take whatever corrective measures necessary to control surface runoff during construction as directed by the Engineer, at no cost to the Owner.

211 RESIDENTIAL & BUSINESS ACCESS

The Contractor shall maintain at all times egress and ingress to all residential and business locations. The Contractor shall provide such adequate and proper bridging over excavations as may be necessary to maintain normal residential and business operations. The Contractor shall insure that during the course of his work that pedestrians and vehicles shall have full access to walkways, driveways and roadways within the project areas. Failure to provide proper access will result in a Contract payment deduction as determined by the Engineer.

212 STAGING AND MOBILIZATION

The Contractor is advised to contact the Village Highway Superintendent for off-site locations that may be used for staging and mobilization. The Contractor shall not be allowed to stockpile materials or store equipment within the project area unless otherwise authorized by the Owner in writing.

213 TEMPORARY SANITARY FACILITIES

As outlined in the General Conditions of the Specifications under Article 126 - Sanitary Facilities, the Contractor shall furnish, install and maintain, for the duration of the project, temporary toilet facilities. Any costs involved for satisfying this requirement shall be included in other bid items of work. Prior to construction, the Contractor shall request approval from the Village Highway Superintendent for a safe and proper location to set up the facility for the duration of the project.

214 EXISTING UTILITY POLES

The Contractor shall be responsible for coordinating the installation and/or relocation of utility poles with public service companies as required for the proposed construction work. All costs involved in this work shall be borne by the Contractor.

215 ROADWAY SHOULDER GRADING AND FILLING

The Contractor shall be responsible for performing all roadway shoulder grading and filling operations as shown on the plans and/or as directed by the Engineer. There will be no separate

payment made under this item. All costs related to this work shall be included in the cost of other bid items of work.

216 BLENDING TO EXISTING PAVEMENT AND DRIVEWAYS

The Contractor shall be responsible to blend all new pavement to existing pavement on abutting and intersecting streets and driveways. This is to be achieved by cutting a key at intersecting streets as shown on the plans and as directed by the Engineer.

If needed the Contractor shall cut a key at each existing driveway to blend new pavement to driveways. Keyways shall be cut approximately three (3') feet back from edge of existing roadways or as directed by the Engineer.

There shall be no separate payment made for providing keyways. All costs related to this work shall be included in the cost of other bid items of work.

217 REPAVING THICKNESS

It is intended that the Bituminous Top Course be a minimum of two (2") inches thick. The pavement shall not be feathered to thicknesses less than one and one-half (1-1/2") inches. In order to maintain two (2") inch thickness throughout, the "PAVEMENT REMOVAL" and "PAVEMENT MILLING" specifications must be followed as outlined and directed by the Engineer.

218 COMPACTION EQUIPMENT

Compaction of backfill material shall be performed with equipment capable of providing the densities required and suitable for the type of material being placed. The Contractor shall submit shop drawings of the compaction equipment to the Engineer for approval. The equipment shop drawings shall include testing information in accordance with ASTM D1556, ASTM D1557, ASTM D6898 for Compaction of Backfill.

If the field tests show that the required compaction is not achieved, the Contractor shall decrease the lift thickness and increase the number of passes with the compaction equipment or obtain a different Compactor and re-test the new equipment or method as directed by the Engineer at no additional cost to the Owner.

219 EXISTING ROOF DRAINS

The Contractor shall review the plans and inspect the site in order to locate existing roof drains within the contract limit lines.

Separate payment will not be made for maintaining existing roof drains, leader pipes, etc. This work shall be included in the concrete curb bid item. The Contractor shall include the cost of all labor, material and equipment required to maintain existing roof drain discharge to the roadway in these related bid items.

220 EXISTING SITE FEATURES

The Contractor shall remove, store and relocate existing site features intended to remain. This shall include all signs, fences, mail boxes, etc. The cost of this item shall be included with other bid items.

221 PRECONSTRUCTION MEETING

Prior to beginning any work, the Contractor, the Engineer, and Village Representative shall meet at the Village Municipal Building to review scope of the project, schedule of work, equipment, safety requirements, and reporting requirements. At this meeting, the Contractor shall identify personnel and contact information of those who will be conducting the work. The Contractor shall use this opportunity to cover any remaining questions or concerns.

222 PAYMENT REQUEST FORM

The Contractor shall be required to prepare and submit a payment request form on the Standard AIA Document G702 Application and Certificate for Payment and shall also prepare a bid item spread sheet in a format prescribed by the Engineer. Requisitions for payment will not be processed unless the proper format is used.

In addition to the required AIA documents, a Village voucher must also be submitted. The Village voucher can be obtained by request from the Engineer's office.

223 MATERIAL AVAILABILITY

The Contractor shall schedule construction work to coordinate with the availability of construction materials. The Contractor will not be permitted to begin certain phases of excavation work until the materials required to complete the work are approved by the Engineer and are readily available for installation.

224 STORED MATERIALS

The Contractor shall not be paid for stored materials. The Contractor shall only be paid for material completely and properly installed and approved by the Engineer.

225 PERMITS

A New York State Department of Transportation (NYSDOT) Highway Work Permit is required for work within the NYSDOT right-of-way. A permit request has been submitted to NYSDOT for the sidewalk replacement along Main Street (Alternate 1). A copy of the permit will be supplied to the Contractor prior to beginning the work in the NYSDOT right-of-way.

226 PROJECT LIMITS

Prior to commencing the work, the Contractor shall meet with the Engineer in the field to review the project limits. The Contractor shall not receive any additional payment for any work performed outside of the approved limits.

227 TREE PROTECTION

Care shall be taken when working around trees and tree roots. Equipment and materials shall not be left stored or parked over the tree structural root zone. Roots shall not be left exposed for more than 24 hours. Tree guards shall be installed around the trunk of a tree when working in the tree's vicinity to protect the trunk from damage. No nails or similar shall be driven into trees. No tree roots or limbs shall be cut without the written permission of the Engineer or Village's arborist. All permitted cuts shall be clean and made in accordance with the directions of the Engineer and Village's arborist. The Contractor shall be responsible for any damage to trees. There shall be no separate payment for tree protection.

After the sidewalk is removed in the vicinity of a tree to remain, the Engineer and Village's arborist shall be notified to assess the condition and health of the tree.

TECHNICAL SPECIFICATIONS

BITUMINOUS BASE COURSE

WORK

Under this item the Contractor shall furnish all labor, materials and equipment necessary to place an asphaltic concrete base course on top of a prepared subgrade in accordance with the plans and specifications. The thickness of this course shall be as shown on the plans or as directed in the field by the Engineer.

MATERIALS

The base course material used shall be hot mixed asphalt (HMA) Base Course Type 402.378904 of the State of New York Department of Transportation Standard Specifications dated September 1, 2022 or Engineering approved equal. Tack coat, if required, shall be NYSDOT Item 407.01. Product data, mix design and shop drawings shall be provided for the asphalt and, if required, tack coat.

CONDITIONS

The laying of this course shall not be allowed if the temperature is below forty (40°F) degrees Fahrenheit in the shade, or if there is any indication of possible rain, or if the bottom course is wet, except by permission of the Engineer.

The subgrade shall be dry, protected from water that might run onto it, and properly installed.

Manhole frames, catch basin frames, valve boxes and other structures shall be adjusted to finished grade, if necessary, prior to placing of this paving course. Adjustment of structures are specified under a separate section.

When the conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.

METHOD

Curbs and other structures shall be protected at all times from asphaltic materials and caution shall be taken to prevent damage to curbs and other structures by rollers and other equipment.

The materials shall be hauled to the site in steel bodied trucks and covered with tarpaulins to prevent cooling. Any base course that is poorly mixed, separated, dirtied or cooled to a point of beginning to stiffen shall be rejected and removed from the site.

Unless otherwise permitted by the Engineer, the base course shall be placed by means of a

mechanical spreader so operated that the mixture as spread, is free from lumps, is of uniform density, and is to the desired cross section.

After spreading, the mixture shall be thoroughly and uniformly compressed by a power-driven two-wheel tandem roller weighing not less than ten (10) tons, as soon after being spread as it will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Rolling shall be longitudinal, starting at the sides and proceeding toward the center of the pavement, overlapping on successive trips. At intersections and other widened areas, the pavement shall be subject to diagonal rolling in two directions. Where roller width is limited, the Engineer shall determine the equipment to be used.

The speed of the roller shall not exceed three (3) miles per hour and shall at all times be slow enough to avoid displacement of the mixture. Any displacements occurring as a result of reversing the direction of the roller, or from any other cause, shall at once be corrected by the use of rakes and of fresh mixtures where required. Rolling shall proceed continuously until all roller marks are eliminated and until the finished course shall have a density not less than ninety-five (95%) percent of the laboratory compacted density. If the course is being placed at a rate in excess of three hundred (300) square yards per hour, the Contractor shall use an extra roller. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excess of either water or oil will not be permitted.

MEASUREMENT AND PAYMENT

The quantity to be paid for under this item shall be the number of "TONS" of asphaltic material placed in accordance with the plans and specifications and directions of the Engineer. This quantity shall be subject to verification by field measurements and calculations. Batch tickets from the asphalt plant shall be provided to the Engineer for review.

The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials, including the preparation, the mixing, transportation, placing and rolling, necessary to complete this course as shown on the drawings and specified herein.

BITUMINOUS TOP COURSE

WORK

Under this item the Contractor shall furnish all labor, materials and equipment necessary to place an asphaltic concrete top course on top of a shim course, base course and/or existing pavement in accordance with the plans and specifications. The thickness of this top course will be as specified in the Plans or as directed in the field by the Engineer.

Also included under this item shall be saw cutting concrete and asphalt for keyways at all roadway, driveway and abutting pavements intersecting the new work.

The Contractor shall perform all roadway preparation work required to condition existing pavements.

MATERIALS

The top course material used shall be hot mixed asphalt (HMA) Top Course Type 402.0988104 of the State of New York Department of Transportation Standard Specifications dated September 1, 2022 or Engineering approved equal. Tack coat, if required, shall be NYSDOT Item 407.01. Product data, mix design and shop drawings shall be provided for the asphalt and, if required, tack coat.

CONDITIONS

The laying of this course shall not be allowed if the temperature is below forty (40) degrees Fahrenheit in the shade, or if there is any indication of possible rain, or if the bottom course is wet, except by permission of the Engineer.

The shim course, base course and/or existing pavement shall be dry, protected from water that might run onto it, and properly installed. It shall be cleaned by hand and mechanical brushing and, if necessary, by flushing with a strong jet of clean water, and permitted to dry thoroughly before the top course is laid.

Manhole covers, catch basin frames, valve boxes and other structures shall be adjusted to finished grade, if necessary, prior to placing of this paving course.

When conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.

METHOD

Curbs and other structures shall be protected at all times from asphaltic materials and caution shall

be taken to prevent damage to curbs and other structures by rollers and other equipment.

The materials shall be hauled to the site in steel bodies trucks and covered with tarpaulins to prevent cooling. Any top course that is poorly mixed, separated, dirtied or cooled to a point of beginning to stiffen shall be rejected and removed from the site.

Unless otherwise permitted by the Engineer, the top course shall be placed by means of a mechanical spreader so operated that the mixture as spread, is free from lumps, of uniform density, and to the desired cross section.

The shim course, base course and/or existing pavement shall be primed with approximately one-tenth (0.1) gallon per square yard of asphalt emulsion tack coat.

The tack coat shall only be sprayed on the surface to be paved with a distributor pipe or a hose nozzle to control the rate of flow. Hand application shall not be permitted except by permission of the Engineer.

To prevent equipment from picking up the tack coat it may be applied sparingly to just the areas requiring priming. Special consideration is to be given to the vertical surfaces of castings, curbs and gutters.

After spreading, the mixture shall be thoroughly and uniformly compressed by a power-driven two wheel tandem roller weighing not less than ten (10) tons, as soon after being spread as it will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Rolling shall be longitudinal, starting at the sides and proceeding toward the center of the pavement, overlapping on successive trips. At intersections and other widened areas, the pavement shall be subject to diagonal rolling in two directions.

The speed of the roller shall not exceed three (3) miles per hour and shall at all times be slow enough to avoid displacement of the mixture. Any displacements occurring as a result of reversing the direction of the roller, or from any other cause, shall at once be corrected by the use of rakes and of fresh mixture where required. Rolling shall proceed continuously until all roller marks are eliminated and until the finished course shall have a density of not less than ninety-five (95%) percent of the laboratory compacted density. If the surface course is being placed at a rate in excess of three hundred (300) square yards per hour, the Contractor shall use an extra roller. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excess of either water or oil will not be permitted.

Air voids in the asphalt shall be between 3% and 7%. The air void level shall be consistent across the pavement both longitudinally and transversely.

Heated smoothing irons shall be used to finish the pavement along curbs, around manhole heads, and elsewhere where necessary.

Traffic shall be kept off the surface until it is completely cooled and until it has set so that it will not be marked by traffic.

A sixteen (16') foot straight edge and four foot carpenters level shall be made available by the Contractor for testing. The Engineer shall be assured that the profile is true to one-quarter (1/4") inch, or the pavement shall be removed and re-laid. No surface patches are to be allowed.

MEASUREMENT AND PAYMENT

The quantity to be paid for under this item shall be the number of "TONS" of top course pavement placed as documented by batch tickets from asphalt plant. This quantity shall be subject to verification by field calculation.

The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials, including the preparation, the mixing, transportation, placing and rolling, necessary to complete this course as shown on the drawings and specified herein. Also included for payment shall be any work required for saw cutting keyways, removing and disposing of keyway pavement material and for preparing all roadways as specified in specification "Conditioning Existing Pavement".

CRUSHED STONE OR GRAVEL

WORK

Under this item the Contractor shall supply all labor, material and equipment required to furnish and place crushed stone or gravel as directed by the Engineer. This item will in general cover the use of the material placed to correct unsuitable subgrade conditions in earth or placed as a subbase for asphalt pavement or for use as a foundation for concrete structures and pipe but is not necessarily limited to these purposes.

Recycled or processed material shall not be acceptable for this item.

MATERIAL

All materials shall conform to the New York State Department of Transportation Standard Specifications dated May 1, 2008 and subsequent addenda, except that no limestone or crushed slag shall be permitted. Stone sizes referred to are as specified in Table 703-4 of the New York State Department of Transportation (NYSDOT) Specifications (703-0203, No. 1). The stone size to be supplied shall be as specified on the plan or as approved in the field by the Engineer. Item 304.12 (Item 4) shall meet NYSDOT Specification Table 304-1, Type 2.

METHOD

When unsuitable, unstable, mucky foundations for pipes, structures, or roadways are encountered, the Contractor shall notify the Engineer, who shall, if he so deems necessary, order the excavation of the muck to defined lines and grade. The Contractor shall then supply the material ordered by the Engineer and carefully place it within the area excavated. The material shall be placed in six (6") inch layers and be compacted, in trenches by hand or mechanical tampers and in roadways by roller.

TESTING MATERIAL

The Engineer may, if he deems it necessary, take samples of the material supplied and have it analyzed to ascertain whether or not it fulfills the requirements of the specifications set forth.

If the material does not meet these specifications and has already been utilized in the construction, payment shall be reduced to fifty (50%) percent of the bid price and the Contractor shall pay for the cost of testing.

MEASUREMENT

Measurement shall be by the “CUBIC YARD” of the designated material actually placed within the payment limit lines ordered by the Engineer.

For stabilization of excavated areas, the measurement shall be within the following payment limit lines:

Length: The length measurement shall be the actual length of excavation ordered to be stabilized by the Engineer.

Width: The width measurement shall be one foot, on each side, outside the structure being installed irrespective of actual width of excavation or stabilized area.

Depth: The depth measurement for material placed shall be the depth of the excavation below the normal bottom pay limit for the bottom of a structure as ordered by the Engineer. In no case shall payment be made to depths excavated below those ordered by the Engineer. No payment shall be made for using stone or gravel to fill undercuts below the required grade when not ordered by the Engineer.

PAYMENT

The payment shall be at the unit price bid for the material shown on the plans or as designated by the Engineer which shall include all labor, materials and equipment necessary for furnishing the materials and for placing and preparing them in the excavated area as specified or directed.

No payment will be made under this item for gravel or crushed stone used to replace excavated rock. Such gravel or crushed stone shall be included in the unit price for rock excavation.

No payment will be made under this item for gravel or crushed stone used in connection with any item where this material is specified on the plans or in the specifications to be included as part of that item.

CONCRETE SIDEWALKS AND RAMPS

WORK

Under this item the Contractor shall furnish all labor, materials and equipment necessary to remove existing sidewalks throughout the project area and completely install the one-course air-entrained concrete sidewalks, vehicle and pedestrian ramps and subbase foundations in the thicknesses as shown on the plans and specified herein. The Contractor shall remove existing sidewalks adjacent to the proposed sidewalk and existing sidewalks which require removal for the installation of the new sidewalks. The cost of the removal and disposal of all existing sidewalks shall be included in the unit price bid for new sidewalks.

The price bid shall be a unit price per square foot of five (5") inch thick concrete with a six (6) inch subbase material for sidewalks and pedestrian ramps and seven (7") inch thick concrete with six (6") inch subbase material for vehicular ramps installed complete and shall include furnishing all labor, materials and equipment required. The Contractor shall do all necessary saw cutting of asphalt and concrete, removal and legal disposal of asphalt and concrete, preparing of subgrade, cutting of roots, excavation, minor adjustment (e.g. shimming) of manhole covers, valves boxes, oil fills, existing utility structures, cellar doors and metal plates within sidewalk and ramp areas, replace existing roof and leader drains, providing, placing and tamping of subbase foundation, set forms, install expansion joints and wire mesh, provide and pour concrete, score and broom finish surface, remove forms, protect concrete, backfill sidewalk, apply sealing agent and any incidentals required to complete the work in all respects. All surplus excavated material shall be hauled from the site of the work and legally disposed or as ordered by the Engineer.

METHOD

The Contractor shall provide material submittals for all materials to be installed, including, but not necessarily limited to, subbase, concrete, reinforcement, expansion joints, curing agents, sealants, and detectable warning surfaces. No materials shall be ordered or installed until the submittals have been approved by the Engineer.

Prior to commencing demolition and removal activities, the Contractor shall meet with the Engineer in the field to review the project limits. No payment shall be made for any work performed outside of the approved limits.

After the necessary excavations have been completed to the required subgrade and has been compacted to the satisfaction of the Engineer, a layer of select crushed stone shall be placed thereon and shall be compacted to a compressed thickness of not less than five (5") inches for sidewalks and pedestrian ramps and seven (7") inches for vehicular ramps.

The sidewalk and ramps shall be constructed in accordance with dimensional and slope requirements used by New York State Department of Transportation to establish compliance with ADA and PROWAG standards to the greatest extent practicable. All forms shall be checked with a digital level to ensure conformance. Any deviations shall be brought to the attention of the Engineer for review

and approval.

FORMS

Metal or wood forms shall be used in the construction of the sidewalks and ramp as required. The forms shall be set true to line and grade and shall be installed with sufficient bracing to prevent warping. Before any concrete is poured the Engineer shall approve the form work.

CONCRETE

The concrete shall be poured in alternate panels and shall be evenly spread and leveled by screeding in such a manner as to obtain the required thickness and be poured in no more than twenty-five (25') foot strips to the width shown on the plans.

The concrete shall consist of Class D Portland Cement, sand, crushed stone, water and admixture. All of the materials and concrete shall conform in every respect to the requirements contained in these Specifications and to the requirements set forth for "Rigid Pavement", Section 500 of the New York State Department of Transportation Specifications except that no gravel or slag will be used for coarse aggregate. A difference in the color of concrete used for a portion of the work shall be cause for the rejection of the sidewalk.

The use of pozzolans, such as Ground Granulated Blast-Furnace Slag (GGBFS) or fly-ash, shall not be used unless approved by the Engineer in writing. If permitted to be used, pozzolans shall not exceed a replacement of 20% of Portland cement by mass.

Concrete shall have a compressive strength of 4,000 psi and its slump shall be between two (2") and three (3") inches. The Concrete shall be proportioned in accordance with the aggregate weights specified for Class D concrete in New York State Department of Transportation Table 501-3.

SUBBASE MATERIAL

Subbase materials shall conform to the New York State Department of Transportation (NYSDOT) Standard Specifications dated May 1, 2021 and subsequent addenda for Item 304.12 Subbase Course Type 2, commonly referred to as "Item 4" shall meet NYSDOT Specification Table 304-1, Type 2 or as approved by the Engineer. Stone sizes and materials are as specified in 733-04 of NYSDOT Standard Specifications except that no limestone or crushed slag shall be permitted.

REINFORCING MATERIALS

Reinforcing materials shall be welded wire fabric conforming to ASTM A1060 "Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete". Wire fabric shall be fully embedded within the concrete with adequate cover and no part of the fabric touching the subbase

below.

EXPANSION JOINTS

A 3/8" X 5" approved premolded expansion joint shall be installed so that the top is 1/4" below the finish grade of the sidewalk, at intervals not greater than fifteen (15') feet, unless otherwise approved by the Engineer, and also adjacent to all buildings, driveways, and other structures, and at such other locations as may be ordered by the Engineer. The premolded bituminous joint filler shall conform to requirements of ASTM D1751.

FINISH

As soon as the concrete has set sufficiently to permit finishing operations, the surface of the concrete shall be rubbed with a wooden float. The "floating" shall remove all irregularities and produce a smooth and granular finish. The addition of cement to the surface will not be permitted. Unless otherwise directed as shown on the plans, the edges of each panel of segment shall be marked out with a standard edging tool having a radius of one-half (1/2") inch. The concrete walk surface shall be lightly broomed with a standard hair broom to produce a nonskid surface.

PROTECTION

The Contractor shall apply a protecting agent, such as Baracade Silane 100 C by Euclid Chemical of Cleveland, OH (800-321-7628), Sikagard-705 L by Sika Corporation of Lyndhurst, NJ (800-933-7452), or Engineer approved equal, to protect concrete from chlorides. Application shall be in conformance with the manufacturer's instructions. Prior to any applications of the protecting agent, the concrete surface shall be dry and cleaned of all dirt and debris. An admixture to achieve the same results may be added to the concrete mix.

MAINTENANCE AND PROTECTION OF EXISTING UTILITY STRUCTURES

The Contractor shall adjust all existing utility structures to finished grade of new concrete pavement. Utility structures shall include, but not be limited to, manhole covers, valve boxes (water, gas and oil), coal chutes and other resetting within the new construction work as directed by the Engineer. The Contractor shall supply all labor, materials, and equipment necessary to adjust structures to finished grade as directed by the Engineer. The Contractor shall incorporate the cost of minor adjustments in the bid price for "Concrete Sidewalks".

OTHER REQUIREMENTS

The Contractor shall construct Sidewalk Pedestrian and Vehicular Ramps as shown on the plans or as directed by the Engineer.

The Contractor shall reconstruct existing roof drains and underside walk drains located within the areas of new concrete sidewalks. The method and materials for reconstruction or replacement of existing drainage facilities shall be determined by the Engineer and shall be in accordance with the details of the contract documents and in conformance with these specifications.

The Contractor will be required to install an approved sealant between new sidewalk and existing buildings. This sealant shall be a two component polysulfided polymer base material meeting or exceeding Federal Specification TT-S-0027, Type II such as “DAP Two-Part Flexiseal” as manufactured by DAP, Inc. of Dayton, Ohio or approved equal. Color shall be as selected by the Engineer.

This sealant shall be used in conjunction with a suitable primer. This primer shall be a synthetic resin solution compounded specifically for promoting adhesion to the substrate involved with as DAP Flexiseal Primer or approved equal. Backup material shall be untarred oakum fiberglass, polyurethane foam or polyethylene foam. No oily or asphaltic type materials shall be used. A bond breaker such as polyethylene film must be used between filler and sealant. The fill shall be uniform to provide minimum sealant depth of three (3”) inches.

The Contractor will be required to remove any sealant for other compounds that discolor the sidewalk. Any sidewalk permanently stained by sealant or other compounds will be removed and replaced at the Contractor’s expense.

Embedded detectable warning surfaces, also referred to as truncated domes, shall be applied to the pedestrian ramps as shown on the plans. Surfaces shall be as specified NYSDOT Standards Specifications dated May 1, 2021 and subsequent addenda for Item 608.21 “Embedded Detectable Warning Units”. Color shall be brick red or as otherwise approved by the Engineer.

The Contractor shall include in his bid price any labor, materials and equipment required to maintain in proper order at all times, all private and public utility pipes, line and services and service boxes within his work area; and any damaged article shall be promptly replaced at the Contractor’s expense to the satisfaction of the Engineer.

The Contractor shall not leave the concrete wet and susceptible to marks by passersby and must provide adequate protection to discourage this. Concrete marked in anyway will not be accepted by the Town and will be the responsibility of the Contractor to be re-poured as directed by the Engineer.

The Contractor shall verify location of existing utilities whether underground or overhead and shall maintain in proper operating condition these utilities. If temporary utility services are required, the Contractor shall see to it that it is provided and it shall be his responsibility to maintain such temporary facilities unless they are specifically to be maintained by others by prior written agreement.

MEASUREMENT AND PAYMENT

The quantity of concrete to be paid for under this item shall be the actual number of “SQUARE FEET”

of concrete sidewalks, pedestrian ramps and vehicular ramps constructed in accordance with the plans and specifications and directions of the Engineer. The bid price shall be per square foot of concrete and subbase in place complete. The Contractor shall remove existing sidewalks adjacent to the proposed sidewalk and existing sidewalks which require removal for the installation of the new sidewalks. The cost of the removal and disposal of all existing sidewalks shall be included in the unit price bid for new sidewalks.

The price bid shall be a unit price per square foot of five (5") inch thick concrete with a six (6) inch subbase material for sidewalks and pedestrian ramps and seven (7") inch thick concrete with six (6") inch subbase material for vehicular ramps installed complete and shall include furnishing all labor, materials and equipment required. The Contractor shall do all necessary saw cutting of asphalt and concrete, removal and legal disposal of asphalt and concrete, preparing of subgrade, cutting of roots, excavation, adjust manhole covers, valves boxes, oil fills, existing utility structures, cellar doors and metal plates within sidewalk and ramp areas, replace existing roof and leader drains, providing, placing and tamping of subbase foundation, set forms, install expansion joints and wire mesh, provide and pour concrete, score and broom finish surface, install detectable warning surfaces, remove forms, protect concrete, backfill sidewalk, apply sealing agent and any incidentals required to complete the work in all respects. All surplus excavated material shall be hauled from the site of the work and legally disposed or as ordered by the Engineer.

MONOLITHIC CURB AND SIDEWALK

WORK

Under this item the Contractor shall furnish all labor, materials and equipment necessary to remove existing sidewalks and curbs throughout the project area and completely install the one-course air-entrained monolithic concrete curb and sidewalks, vehicle and pedestrian ramps and subbase foundations in the thicknesses as shown on the plans and specified herein. The Contractor shall remove existing curbs and sidewalks which require removal for the installation of the new and adjacent curbs and sidewalks. The cost of the removal and disposal of all existing curbs and sidewalks shall be included in the unit price bid for new sidewalks.

The price bid shall be a unit price per square foot of five (5") inch thick concrete with a six (6") inch subbase material for sidewalks and pedestrian ramps and seven (7") inch thick concrete with six (6") inch subbase material for vehicular ramps installed complete and shall include furnishing all labor, materials and equipment required. The Contractor shall do all necessary saw cutting of asphalt and concrete, removal and legal disposal of asphalt and concrete, preparing of subgrade, cutting of roots, excavation, minor adjustment (e.g. shimming) of manhole covers, valves boxes, oil fills, existing utility structures, cellar doors and metal plates within sidewalk and ramp areas, replace existing roof and leader drains, providing, placing and tamping of subbase foundation, set forms, install expansion joints and reinforcement, provide and pour concrete, score and broom finish surface, remove forms, protect concrete, backfill sidewalk, apply sealing agent and any incidentals required to complete the work in all respects. All surplus excavated material shall be hauled from the site of the work and legally disposed or as ordered by the Engineer.

METHOD

The Contractor shall provide material submittals for all materials to be installed, including, but not necessarily limited to, subbase, concrete, reinforcement, expansion joints, curing agents, sealants, and detectable warning surfaces. No materials shall be ordered or installed until the submittals have been approved by the Engineer.

Prior to commencing demolition and removal activities, the Contractor shall meet with the Engineer in the field to review the project limits. No payment shall be made for any work performed outside of the approved limits.

After the necessary excavations have been completed to the required subgrade and has been compacted to the satisfaction of the Engineer, a layer of select crushed stone shall be placed thereon and shall be compacted to a compressed thickness of not less than five (5") inches for sidewalks and pedestrian ramps and seven (7") inches for vehicular ramps.

The sidewalk and ramps shall be constructed in accordance with dimensional and slope requirements used by New York State Department of Transportation to establish compliance with ADA and PROWAG standards to the greatest extent practicable. All forms shall be checked with a digital level to ensure conformance. Any deviations shall be brought to the attention of the Engineer for review

and approval.

Top curb elevation shall be six (6") inches above final pavement grade.

Curb cuts are to be provided at driveways and where directed by the Engineer. The cuts shall be finished smooth, and provide a uniform reveal as specified on the plans, with a slope of one to one to the top of the normal curb.

It is required that where the curb is installed on roads with vertical curves, the curb grade must be laid out and curb constructed to the same parabolic vertical curvature as the road. Vertical tangents will not be accepted.

Concrete curbs shall be one foot six inches (1'-6") high with a top width of six (6") inches, a bottom width of eight (8") inches, with a one (1") inch batter on the street side of the curb.

Concrete drop curbs shall be one foot six inches (1'-6") high with a minimum top width of approximately seven (7") inches; a bottom width equal to the top width. Top curb elevation shall be one and one-half (1-1/2") inches above final pavement grade.

FORMS

Metal or wood forms shall be used in the construction of the sidewalks and ramp as required. The forms shall be set true to line and grade and shall be installed with sufficient bracing to prevent warping. Before any concrete is poured the Engineer shall approve the form work.

CONCRETE

The concrete shall be poured in alternate panels and shall be evenly spread and leveled by screeding in such a manner as to obtain the required thickness and be poured in no more than twenty-five (25') foot strips to the width shown on the plans.

The concrete shall consist of Class D Portland Cement, sand, crushed stone, water and admixture. All of the materials and concrete shall conform in every respect to the requirements contained in these Specifications and to the requirements set forth for "Rigid Pavement", Section 500 of the New York State Department of Transportation Specifications except that no gravel or slag will be used for coarse aggregate. Curb surfaces are to be finished by rubbing with Carborundum stone. Brush finishing of curb surfaces will not be accepted. A difference in the color of concrete used for a portion of the work shall be cause for the rejection of the sidewalk.

The use of pozzolans, such as Ground Granulated Blast-Furnace Slag (GGBFS) or fly-ash, shall not be used unless approved by the Engineer in writing. If permitted to be used, pozzolans shall not exceed a replacement of 20% of Portland cement by mass.

Concrete shall have a compressive strength of 4,000 psi and its slump shall be between two (2") and

three (3") inches. The Concrete shall be proportioned in accordance with the aggregate weights specified for Class D concrete in New York State Department of Transportation Table 501-3.

SUBBASE MATERIAL

Subbase materials shall conform to the New York State Department of Transportation (NYSDOT) Standard Specifications dated May 1, 2021 and subsequent addenda for Item 304.12 Subbase Course Type 2, commonly referred to as "Item 4" shall meet NYSDOT Specification Table 304-1, Type 2 or as approved by the Engineer. Stone sizes and materials are as specified in 733-04 of NYSDOT Standard Specifications except that no limestone or crushed slag shall be permitted.

REINFORCING MATERIALS

Reinforcing materials shall be welded wire fabric conforming to ASTM A1060 "Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete" and ASTM A615 "Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement". Reinforcement shall be fully embedded within the concrete with adequate cover and no part of the touching the subbase below or exposed.

EXPANSION JOINTS

A 1/2" approved premolded expansion joint shall be installed at intervals not greater than twenty (20') feet, unless otherwise approved by the Engineer, also adjacent to all buildings, driveways, and other structures, and at such other locations as may be ordered by the Engineer. The joint shall match the height and width of the monolithic curb and sidewalk. Along the sidewalk, the joint shall be set so that the top is 1/4" below the finish grade of the sidewalk. The premolded bituminous joint filler shall conform to requirements of ASTM D1751.

FINISH

As soon as the concrete has set sufficiently to permit finishing operations, the surface of the concrete shall be rubbed with a wooden float. The "floating" shall remove all irregularities and produce a smooth and granular finish. The addition of cement to the surface will not be permitted. Unless otherwise directed as shown on the plans, the edges of each panel of segment shall be marked out with a standard edging tool having a radius of one-half (1/2") inch. The concrete walk surface shall be lightly broomed with a standard hair broom to produce a nonskid surface.

PROTECTION

The Contractor shall apply a protecting agent, such as Baracade Silane 100 C by Euclid Chemical of Cleveland, OH (800-321-7628), Sikagard-705 L by Sika Corporation of Lyndhurst, NJ (800-933-

7452), or Engineer approved equal, to protect concrete from chlorides. Application shall be in conformance with the manufacturer's instructions. Prior to any applications of the protecting agent, the concrete surface shall be dry and cleaned of all dirt and debris. An admixture to achieve the same results may be added to the concrete mix.

Exposed curb surfaces shall receive two (2) coats of A-H 3 Way Clear Sealer as manufactured by the Anti-Hydro Company or approved equal, applied in accordance with directions of the manufacturer. The curing compound must comply with ASTM C309, Type 1, Class A&B.

MAINTENANCE AND PROTECTION OF EXISTING UTILITY STRUCTURES

The Contractor shall adjust all existing utility structures to finished grade of new concrete pavement. Utility structures shall include, but not be limited to, manhole covers, valve boxes (water, gas and oil), coal chutes and other resetting within the new construction work as directed by the Engineer. The Contractor shall supply all labor, materials, and equipment necessary to adjust structures to finished grade as directed by the Engineer. The Contractor shall incorporate the cost of minor adjustments in the bid price for "Concrete Sidewalks".

OTHER REQUIREMENTS

The Contractor shall construct Sidewalk Pedestrian and Vehicular Ramps as shown on the plans or as directed by the Engineer.

The Contractor shall reconstruct existing roof drains and underside walk drains located within the areas of new concrete sidewalks. The method and materials for reconstruction or replacement of existing drainage facilities shall be determined by the Engineer and shall be in accordance with the details of the contract documents and in conformance with these specifications.

The Contractor will be required to install an approved sealant between new sidewalk and existing buildings. This sealant shall be a two component polysulfid polymer base material meeting or exceeding Federal Specification TT-S-0027, Type II such as "DAP Two-Part Flexiseal" as manufactured by DAP, Inc. of Dayton, Ohio or approved equal. Color shall be as selected by the Engineer.

This sealant shall be used in conjunction with a suitable primer. This primer shall be a synthetic resin solution compounded specifically for promoting adhesion to the substrate involved with as DAP Flexiseal Primer or approved equal. Backup material shall be untarred oakum fiberglass, polyurethane foam or polyethylene foam. No oily or asphaltic type materials shall be used. A bond breaker such as polyethylene film must be used between filler and sealant. The fill shall be uniform to provide minimum sealant depth of three (3") inches.

The Contractor will be required to remove any sealant for other compounds that discolor the sidewalk. Any sidewalk permanently stained by sealant or other compounds will be removed and replaced at the Contractor's expense.

Embedded detectable warning surfaces, also referred to as truncated domes, shall be applied to the pedestrian ramps as shown on the plans. Surfaces shall be as specified NYSDOT Standards Specifications dated May 1, 2021 and subsequent addenda for Item 608.21 “Embedded Detectable Warning Units”. Color shall be brick red or as otherwise approved by the Engineer.

The Contractor shall include in his bid price any labor, materials and equipment required to maintain in proper order at all times, all private and public utility pipes, line and services and service boxes within his work area; and any damaged article shall be promptly replaced at the Contractor’s expense to the satisfaction of the Engineer.

The Contractor shall not leave the concrete wet and susceptible to marks by passersby and must provide adequate protection to discourage this. Concrete marked in anyway will not be accepted by the Town and will be the responsibility of the Contractor to be re-poured as directed by the Engineer.

The Contractor shall verify location of existing utilities whether underground or overhead and shall maintain in proper operating condition these utilities. If temporary utility services are required, the Contractor shall see to it that it is provided and it shall be his responsibility to maintain such temporary facilities unless they are specifically to be maintained by others by prior written agreement.

MEASUREMENT AND PAYMENT

The quantity of concrete to be paid for under this item shall be the actual number of “SQUARE FEET” of monolithic concrete sidewalks, ramps, and curbs constructed in accordance with the plans and specifications and directions of the Engineer. The bid price shall be per square foot of concrete and subbase in place complete. The Contractor shall remove existing sidewalks adjacent to the proposed sidewalk and existing sidewalks which require removal for the installation of the new sidewalks. The cost of the removal and disposal of all existing sidewalks shall be included in the unit price bid for new sidewalks.

The price bid shall be a unit price per square foot of five (5”) inch thick concrete with a six (6) inch subbase material for sidewalks and pedestrian ramps and seven (7”) inch thick concrete with six (6”) inch subbase material for vehicular ramps installed complete and shall include furnishing all labor, materials and equipment required. The Contractor shall do all necessary saw cutting of asphalt and concrete, removal and legal disposal of asphalt and concrete, preparing of subgrade, cutting of roots, excavation, adjust manhole covers, valves boxes, oil fills, existing utility structures, cellar doors and metal plates within sidewalk and ramp areas, replace existing roof and leader drains, providing, placing and tamping of subbase foundation, set forms, install expansion joints and reinforcement, provide and pour concrete, score and broom finish surface, install detectable warning surfaces, remove forms, protect concrete, backfill sidewalk, apply sealing agent and any incidentals required to complete the work in all respects. All surplus excavated material shall be hauled from the site of the work and legally disposed or as ordered by the Engineer.

MAINTENANCE AND PROTECTION OF TRAFFIC

WORK

Under this item the Contractor shall furnish all labor, materials and equipment required to protect and maintain pedestrian and vehicular traffic. The work shall include providing flaggers, lighted barricades, excavation bridges and proper temporary traffic signage during construction as specified hereinafter and as directed by the Engineer.

METHOD

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard.

Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the road construction. Where directed by the Engineer, the Contractor shall provide such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Engineer and Highway Department and written notice must be given by the Contractor to the Police and Fire Departments, and adequate detour signs posted. Any other public services effected by the road closing must also be notified by the Contractor in writing.

Approved traffic control devices in accordance with the New York State Manual of Uniform Traffic Control Devices shall be provided along all highways while work is in progress. Where traffic direction is required, flaggers shall be designated by the Contractor to direct traffic past the construction equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and two lanes of traffic shall be maintained at night.

Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary, in the opinion of the Engineer, Highway Superintendent or the Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.

MEASUREMENT AND PAYMENT

The Contractor shall be paid a "LUMP SUM" amount for providing all labor, materials and equipment required to protect and maintain pedestrian and vehicular traffic for the duration of the project. The Contractor shall be paid percentages of the lump sum amount bid during the course

of the project. Progress payments for this item shall be in proportion to the total amount of contract work completed less any deductions for unsatisfactory maintenance and protection of traffic as determined by the Engineer.

If the Contractor fails to provide adequate flaggers, barricades, bridging, signage, etc., for the safe operation of construction activities, deductions shall be made from the bid amount for this item. The Owner reserves the right to use the deducted funds to hire an outside Contractor to provide the required services.

RESTORATION

WORK

Under this item the Contractor shall provide all the labor, material, and equipment necessary to restore the site to its original condition. All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

Physical features damaged outside the limits of the work, as determined by the Engineer, shall be repaired as described in the "GENERAL CONDITIONS".

Restoration of utility lines of private companies or municipalities is covered under the "GENERAL CONDITIONS" and is not included as part of this item.

SCOPE

After the new work in an area has been completed, tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features disturbed shall proceed.

These features are of the general types outlined below but not necessarily limited to these specific items, as this specification item covers all required restoration work within these general categories:

Trees, shrubbery and bushes.

Gardens (rock gardens, flowers, annual, perennials, etc.) with all soils and mulches.

Ground Covers (pachysandra, myrtle, phlox, ivy, etc.) with all soils and mulches.

Lawns (fescues, bluegrasses, perennial ryes, zoysia, etc.) with all topsoil or sod. See paragraph "GRASS AREAS" below.

Walls and Wall Footings (stone, masonry, brick, dry bound, etc.).

Fences (chain link, picket, board, barbed wire). This shall include such new work as footings, guys or braces as may be required to secure work.

Sidewalks, Pathways, Patios (concrete, flagstone, crushed stone, precast slab, brick, gravel, slate, terrazzo, tile). The Contractor shall provide all labor, materials and equipment required to restore all concrete walkways and sidewalks etc. intersecting the new work as specified on the plans and as directed by the Engineer. The work shall include furnishing crushed stone, concrete and any other replacement material required to restore the disturbed area to the satisfaction of the Engineer.

Curbs and curb footings (concrete, asphalt, granite, stone, brick, metal, etc.).

Driveways (Concrete, slab, gravel, crushed stone and asphalt). The Contractor shall supply all labor, material and equipment required to restore all driveways intersecting the new work as specified on the plans and as directed by the Engineer. The work shall include furnishing and installing crushed stone or gravel, bituminous top course, concrete and reinforcing material, etc. to repave the surface to existing grade.

Private Underground Utilities (footing drains, roof leader drains, dry wells, private electric cables, sprinkler system, swimming pool appurtenances, septic fields, etc.).

Front or Rear Yard Man-Made Features (mail boxes, sign posts, lamp posts, dog houses, bird baths, pigeon coops, storage sheds, fireplaces, barbecue pits, trash burning pits, playing courts, religious creches, awnings, gates, wells, etc.) can best be handled if they are carefully removed and replaced after the construction. Those disturbed, damaged, or destroyed shall be reset, repaired, or replaced.

EQUIVALENT ITEMS

All features damaged or destroyed shall be repaired or restored with features equal to or better than the original ones. The Contractor shall make all reasonable attempts to satisfy the Owner but the Engineer shall be the judge as to the reasonableness of equivalency of repaired and restored features.

In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants), the Contractor may substitute other similar items whose total value shall equal that of the destroyed one. This shall be done to the satisfaction of the Owner. In such cases the Contractor shall secure a written release from the home stating that he is accepting a substitute for the destroyed item and that he releases the Contractor and the Owner from further claims for said item. The Engineer shall be the judge of the value of the destroyed and the value of the restored items and the reasonableness of the substitution.

GRASS AREAS

Immediately after backfilling, grass areas shall be temporarily restored using fast germinating annual or perennial rye grass seed. The patched area shall be watered as necessary to insure proper germination.

All disturbed grass areas shall be permanently replaced during the planting seasons from April 7th to May 15th and from August 25th to October 1st as follows:

Harrow the ground. Remove weeds and other undesirable growth.

Furnish and place a minimum of four (4") inches of screened topsoil obtained from a local nursery.

Rake and grade topsoil to match adjoining area; the Engineer is to approve the grading before fertilizing and seeding.

Furnish and place 15 lbs. of fertilizer containing ten (10) parts Nitrogen, six (6) parts of Phosphoric Acid and four (4) parts of Potash (10-6-4) to every 1,000 square feet of area.

Furnish and place 10 lbs. of grass seed mixture to every 1,000 square feet of area containing, by percentage of weight, the following seed (NYSDOT Standard Specifications):

For Roadside areas, use:

- 50-70% Fine Fescue (*Festuca rubra*), 2 varieties min., including “creeping red”
- 15-40% Perennial Ryegrass (*Lolium perenne*), 2 varieties min., “turf” type
- 5-15% Annual Ryegrass (*Lolium multiflorum*)
- 5-10% White Clover (*Trifolium repens*), other varieties may be acceptable

For Lawn areas, use:

- 30-50% Fine Fescue (*Festuca rubra*), 2 varieties min., including “creeping red”
- 15-40% Kentucky Bluegrass (*Poa pratensis*), 3 varieties min.
- 15-40% Perennial Ryegrass (*Lolium perenne*), 2 varieties min., “turf” type
- 5-15% Annual Ryegrass (*Lolium multiflorum*)

If the above mixtures are unavailable, the Contractor shall request permission to utilize a specific comparable mixture.

The Contractor shall water the new grass until the grass reaches a stand of four (4”) inches.

The Contractor shall be responsible for all restored grass areas until final acceptance by the Owner. He shall regrade, reseed, refertilize, etc., any grass that has failed to maintain a dense stand of any area that has lost its grade due to settlement of the trench. The finished restored area shall be free of weeds and shall have the same density of grass as the adjoining areas.

In lawn areas that contain Zoysia grasses, the Contractor shall replace the area with the same.

In lieu of the above method placing topsoil and seeding, the Contractor may substitute sodding at his own option and at no extra cost to the Owner.

PROTECTION OF TREES

Tree trunks are to be protected with heavy wooden fences. All trees in the vicinity of construction activity are to be secured, in a manner acceptable to the Engineer, to prevent toppling. The Contractor shall avoid cutting more than one-third (1/3) of a tree root system, as measured by the perimeter of the canopy. The Contractor shall avoid cutting roots greater than one (1”) inch in diameter. Under low canopy trees the Contractor shall modify the vertical extension of the

construction equipment boom to avoid injury to the low tree branches. Construction equipment movement in the vicinity of trees shall be kept to a minimum to avoid compaction of the soil around the trunks of trees. During backfill operations the Contractor shall avoid excessive tamping of earth around tree roots and trunks and shall apply an approved mulch to the roots during the operation.

MAINTENANCE

All work done as part of this item shall be maintained for a period of two (2) years after completion of the project by this contract and secured by the maintenance bond.

Trenches that have settled shall be refilled to the proper grade. If this refilling operation disturbs the previous restoration of lawns, etc., the lawns, etc., shall again be restored to their original condition under this item and at no additional cost to the Owner.

Items replaced, replanted or restored shall be protected to ensure their proper establishment. This protection may take any form required, such as guying, wrapping, covering, barricading, shoring, signage, etc.

REGRADE SURFACES TO FINISHED GRADE

In some instances, grading by machines will not be considered as properly or satisfactorily graded to the required finished grades. In these instances, hand grading such as raking, rolling, trimming, etc., will be ordered by the Engineer to complete the work satisfactorily.

DELETION OR ADDITION OF WORK

If the alignment of a pipe line is changed and it results in an increase or decrease of restoration work, adjustment of payment for this item shall be made. In general, the adjustment shall be based on the proportion that the change bears to the total of all the restoration work and the bid price for this item. For any increase in the work, the increase in payment shall in no case exceed the cost of labor, materials and equipment plus percentage allowances computed as outlined in "GENERAL SPECIFICATIONS" section "CHANGES IN THE WORK, COST-PLUS BASIS".

RELEASES

The Owner may require the Contractor to obtain a written release from any or all private property owners and/or public agencies as to satisfactory restoration of easement or permit areas, or written acceptance of other considerations or substitutions in lieu of such satisfactory restoration. Final payment may be withheld pending receipt of such releases.

MEASUREMENT AND PAYMENT

No measurement for payment under this item shall be made, as this item includes all work or materials that may be required to restore the site.

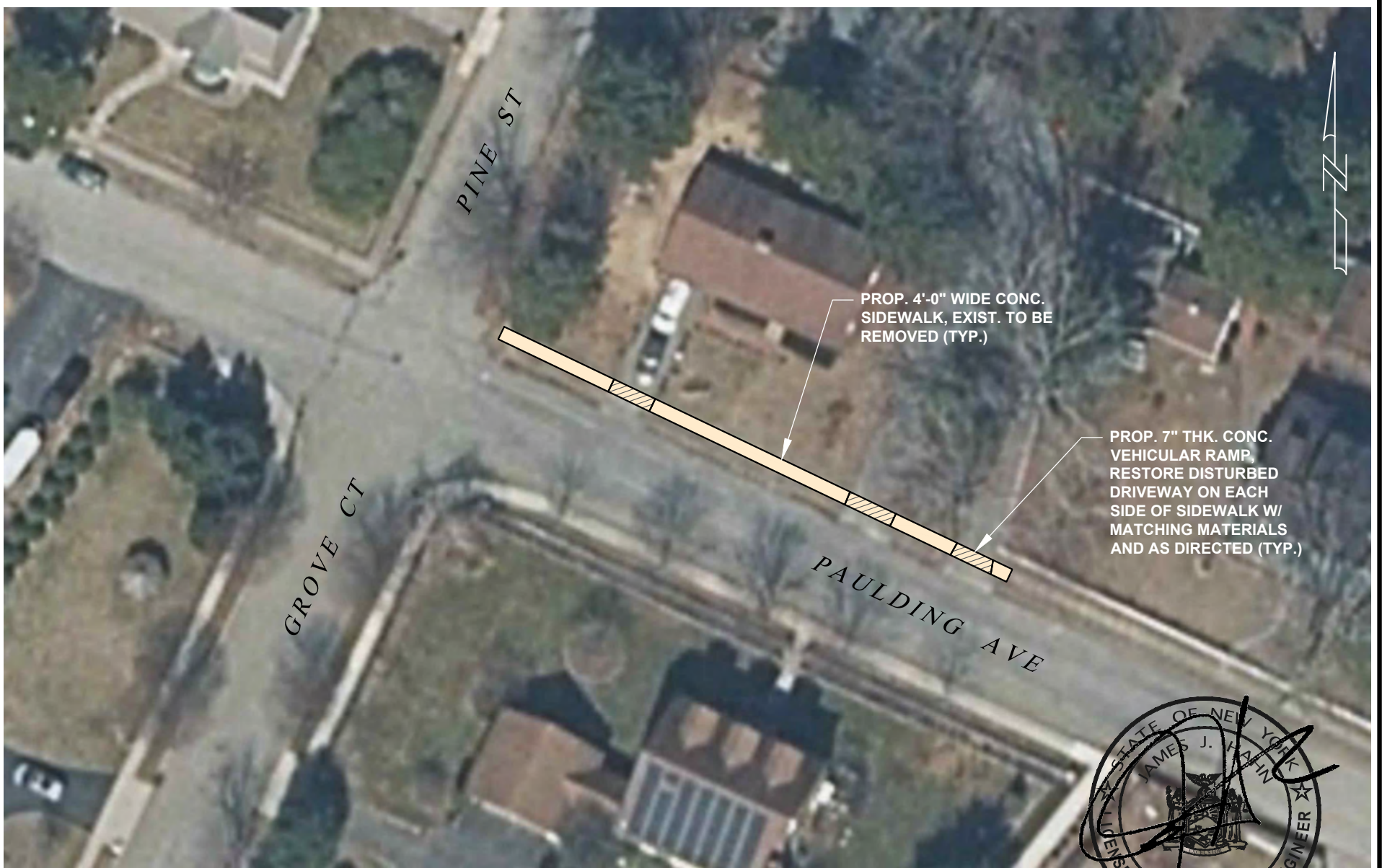
Deductions shall be made for work improperly or unsatisfactorily done. The Owner reserves the right to use such funds to hire other contractors to properly complete the work.

Payment for this item shall be included in the base bid for all other items in this Contract, whether called for on the plans or not, as required to restore the site to its original condition. The price bid shall include the cost of furnishing all labor, materials and equipment necessary to complete the work as specified herein, and to maintain it.

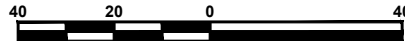
If any restoration work is covered by a separate item listed on the proposal sheet, it shall be paid for under such item and shall not be included under this item.

FIGURES

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UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS A VIOLATION OF SECTION 7209 (2) OF THE NEW YORK STATE EDUCATION LAW. THIS PLAN IS NULL AND VOID FOR CONSTRUCTION PURPOSES WITHOUT THE SIGNATURE AND SEAL OF THE DESIGN ENGINEER.



SCALE: 1" = 40'

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 1689 Route 22
 Brewster, New York 10509
 Tel: (845) 279-2220

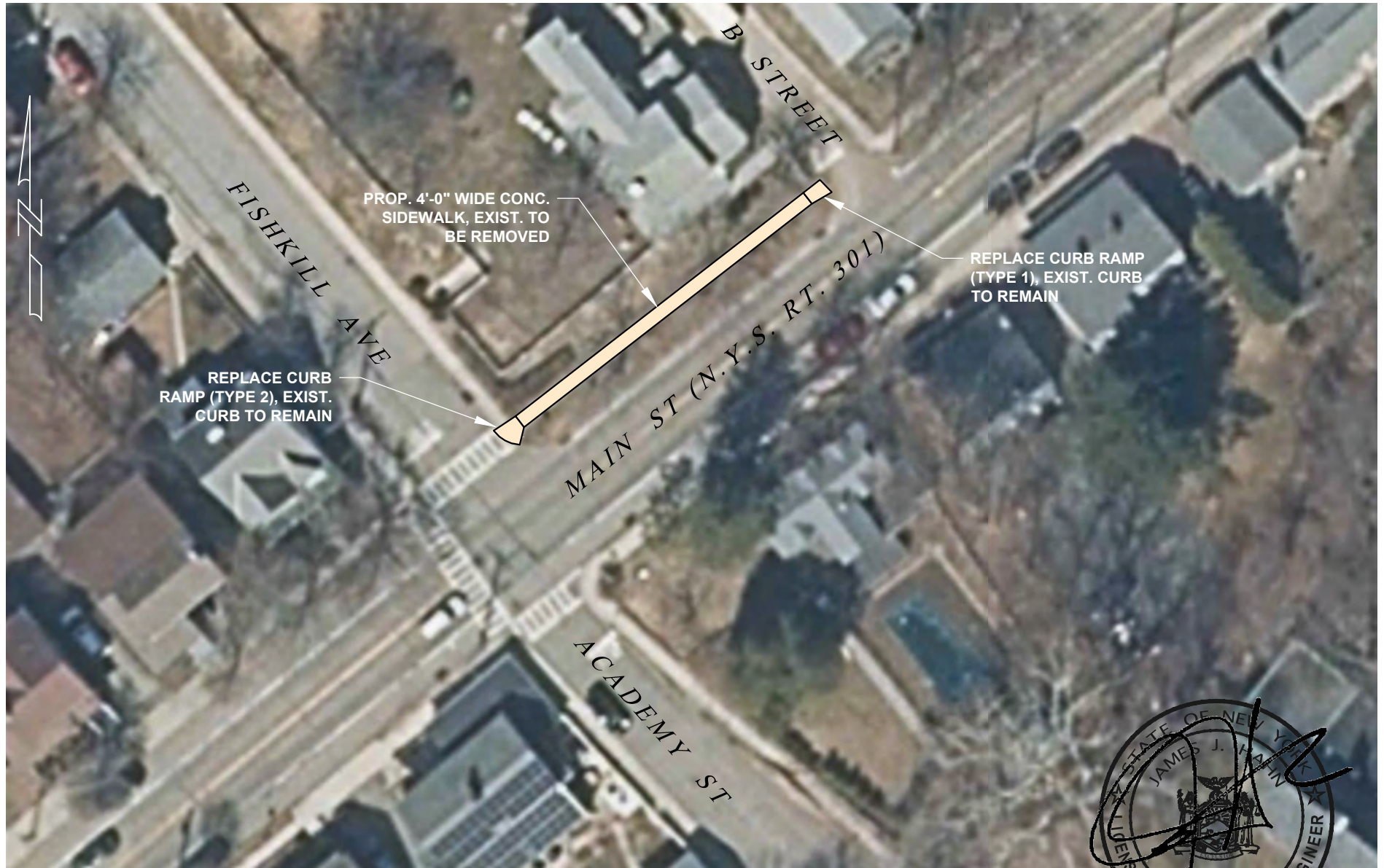
REV.	DATE	DESCRIPTION

TITLE	PAULDING AVENUE SIDEWALK (BASE BID)
PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023 VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY

SCALE	1" = 40'
DRAWING NO.	C-1

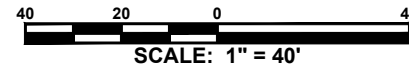
DATE	4/5/23
SHEET NO.	1 OF 8

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NOTE:
Maintenance and protection of traffic on N.Y.S. Route 301 shall be conducted in accordance with New York State Department of Transportation Standard Sheets, Series 619.



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REV.	DATE	DESCRIPTION

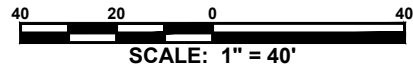
TITLE	MAIN STREET SIDEWALK (ALTERNATE 1)
PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023 VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY

SCALE	DATE
1" = 40'	4/5/23
DRAWING NO.	SHEET NO.
C-2	2 OF 8

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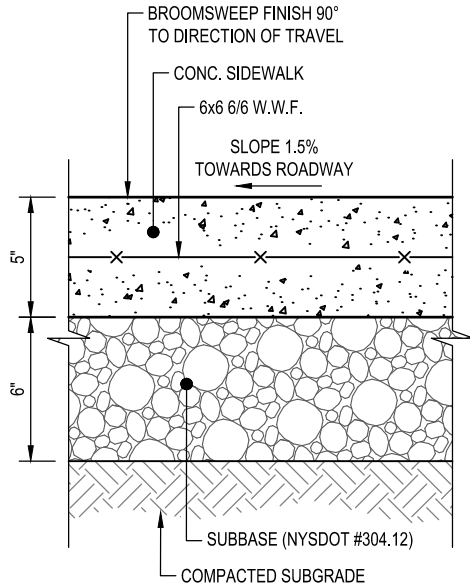
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REV.	DATE	DESCRIPTION

TITLE	MAPLE TERRACE SIDEWALK (ALTERNATE 2)
PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023 VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY

SCALE	DATE
1" = 40'	4/5/23
DRAWING NO.	SHEET NO.
C-3	3 OF 8

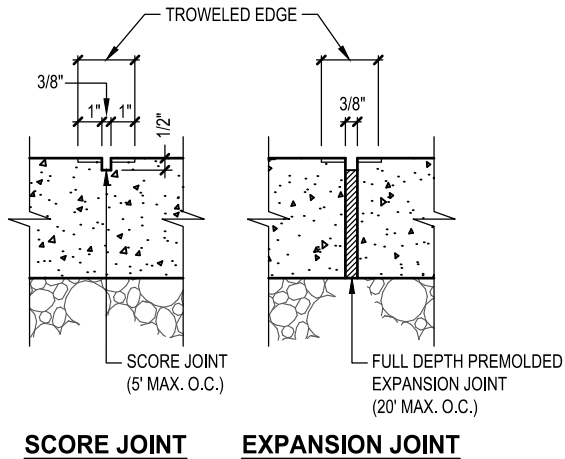
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SECTION

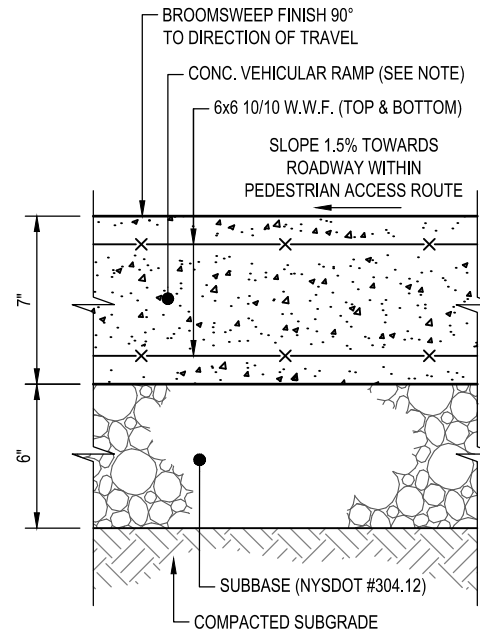
CONCRETE SIDEWALK

N.T.S.



SCORE JOINT

EXPANSION JOINT



SECTION

CONCRETE SIDEWALK AT VEHICULAR RAMP

N.T.S.

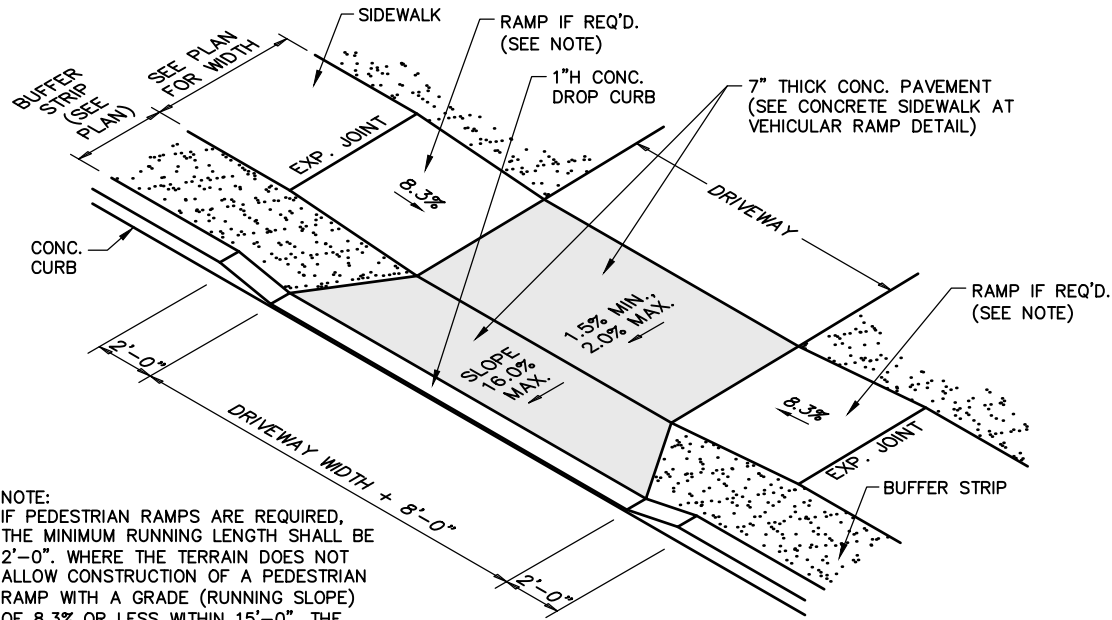
NOTE:
PROVIDE SCORE JOINTS AT 5' MAX. O.C. AND CONSTRUCTION JOINTS AT 20' MAX. O.C.

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JAMES J. HAHN ENGINEERING, P.C. Putnam Business Park 1689 Route 22 Brewster, New York 10509 Tel: (845) 279-2220			TITLE	DETAILS (SHEET 1)	SCALE	AS NOTED	DATE	4/5/23
			PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023	DRAWING NO.	C-4	SHEET NO.	4 OF 8
			REV.	DATE	DESCRIPTION			
					VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY			

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NOTE:
 IF PEDESTRIAN RAMPS ARE REQUIRED,
 THE MINIMUM RUNNING LENGTH SHALL BE
 2'-0". WHERE THE TERRAIN DOES NOT
 ALLOW CONSTRUCTION OF A PEDESTRIAN
 RAMP WITH A GRADE (RUNNING SLOPE)
 OF 8.3% OR LESS WITHIN 15'-0", THE
 RAMP LENGTH SHALL NOT BE REQUIRED
 TO EXCEED 15'-1".

ISOMETRIC VIEW

DRIVEWAY RAMP (CURB ADJACENT TO BUFFER STRIP)

N.T.S.



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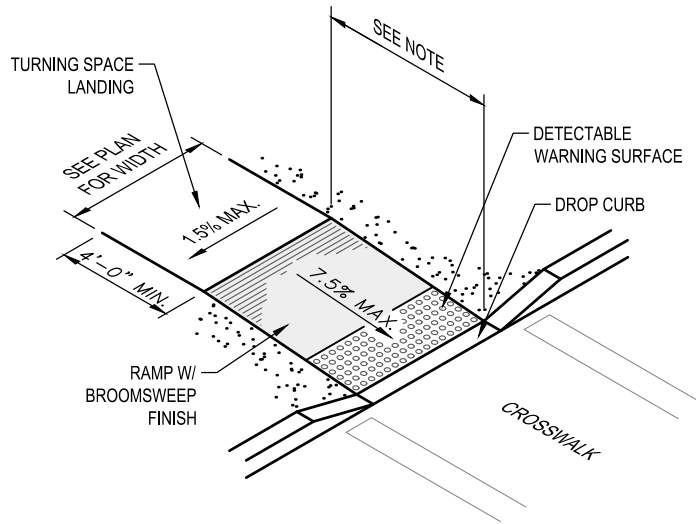
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REV.	DATE	DESCRIPTION

TITLE	DETAILS (SHEET 2)
PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023 VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY

SCALE	AS NOTED	DATE	4/5/23
DRAWING NO.	C-5	SHEET NO.	5 OF 8

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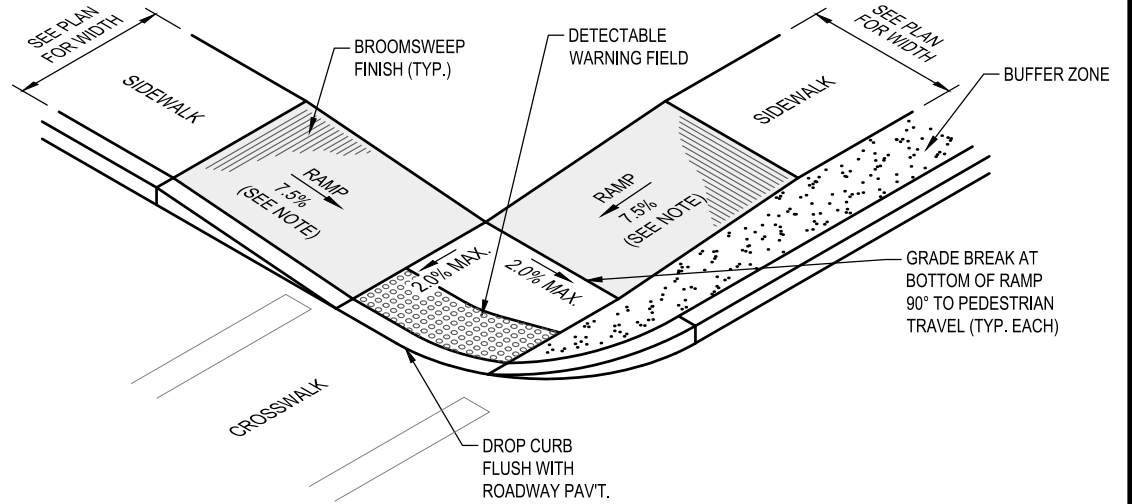


ISOMETRIC VIEW

NOTE:
WHERE THE TERRAIN DOES NOT ALLOW CONSTRUCTION OF A CURB RAMP WITH A GRADE (RUNNING SLOPE) OF 8.3% OR LESS WITHIN 15'-0", THE RAMP LENGTH SHALL NOT BE REQUIRED TO EXCEED 15'-1". RAMP LENGTH SHALL BE A MINIMUM OF 2'-0" SLOPED TOWARD THE DROP CURB.

CURB RAMP - TYPE 1

N.T.S.



ISOMETRIC VIEW

NOTE:
WHERE THE TERRAIN DOES NOT ALLOW CONSTRUCTION OF A CURB RAMP WITH A GRADE (RUNNING SLOPE) OF 8.3% OR LESS WITHIN 15'-0", THE RAMP LENGTH SHALL NOT BE REQUIRED TO EXCEED 15'-1".

CURB RAMP - TYPE 2

N.T.S.

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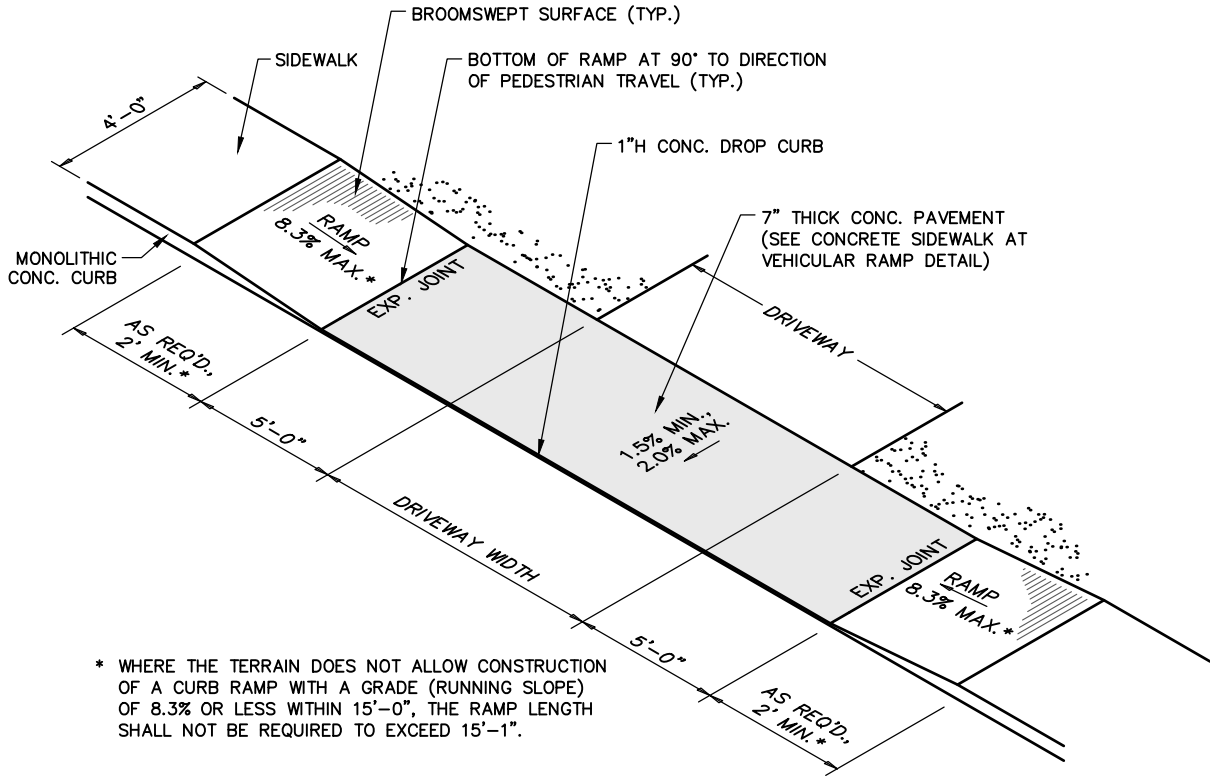
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REV.	DATE	DESCRIPTION

TITLE	DETAILS (SHEET 3)
PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023 VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY

SCALE	AS NOTED	DATE	4/5/23
DRAWING NO.	C-6	SHEET NO.	6 OF 8

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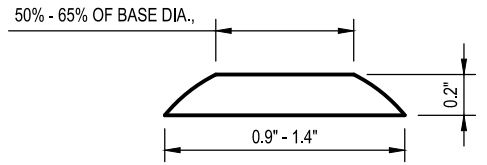
* WHERE THE TERRAIN DOES NOT ALLOW CONSTRUCTION OF A CURB RAMP WITH A GRADE (RUNNING SLOPE) OF 8.3% OR LESS WITHIN 15'-0", THE RAMP LENGTH SHALL NOT BE REQUIRED TO EXCEED 15'-1".

ISOMETRIC VIEW
DRIVEWAY RAMP
(CURB ADJACENT TO SIDEWALK)

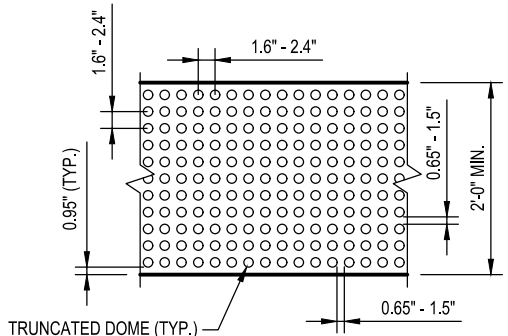
N.T.S.

NOTES:

1. ON SLOPES OF 5% OR GREATER, THE ROWS OF DOMES SHALL ALIGN PERPENDICULARLY OR RADIALY TO THE LOWER GRADE BREAK ON THE RAMP RUN.
2. DETECTABLE WARNING FIELD TO BE EMBEDDED IN THE CONCRETE.



TRUNCATED DOME SECTION



PLAN

DETECTABLE WARNING FIELD

N.T.S.



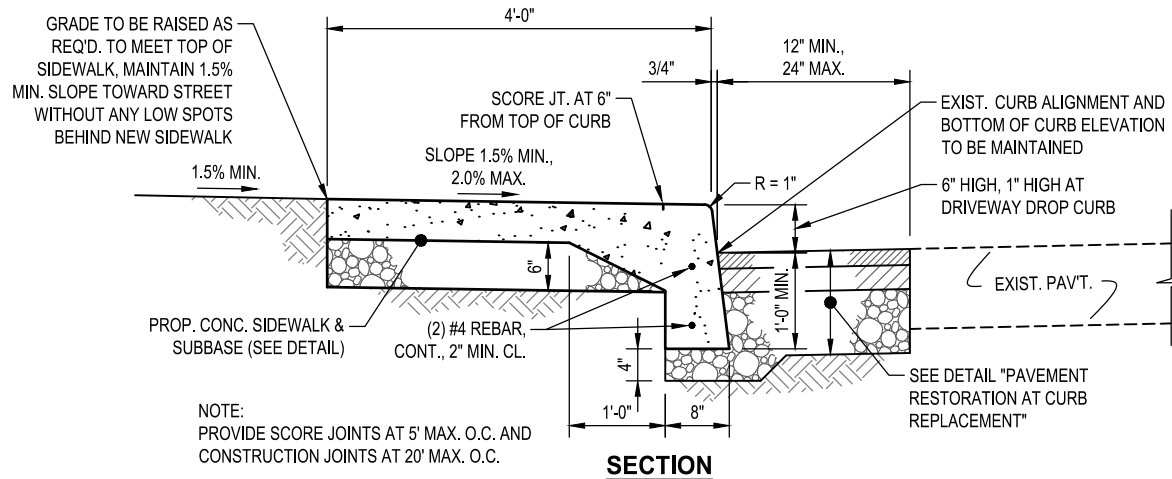
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REV.	DATE	DESCRIPTION

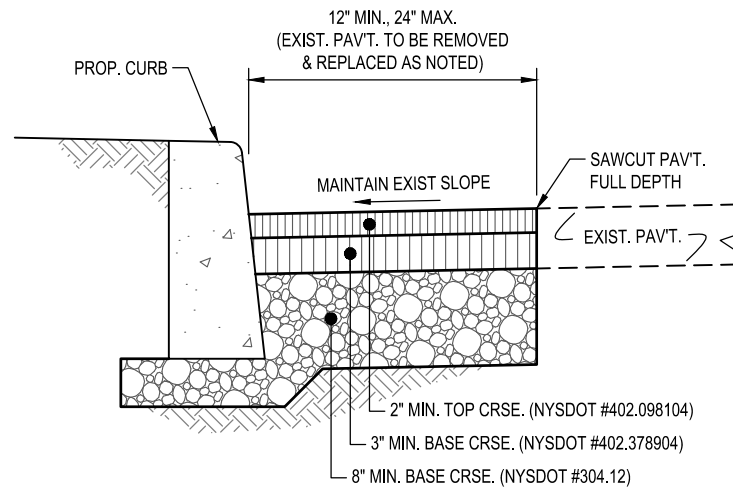
TITLE	DETAILS (SHEET 4)
PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023 VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY

SCALE	AS NOTED	DATE	4/5/23
DRAWING NO.	C-7	SHEET NO.	7 OF 8



MONOLITHIC CONCRETE SIDEWALK & CURB

SCALE: 1/2" = 1'-0"



PAVEMENT REPLACEMENT AT NEW CURB

N.T.S.



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REV.	DATE	DESCRIPTION

TITLE	DETAILS (SHEET 5)
PROJECT	VILLAGE OF COLD SPRING SIDEWALK REPLACEMENT PROJECT 2023 VILLAGE OF COLD SPRING, PUTNAM COUNTY, NY

SCALE	AS NOTED	DATE	4/5/23
DRAWING NO.	C-8	SHEET NO.	8 OF 8