

# **CHILDREN'S LIBRARY ACOUSTICAL TILE CEILING AND PIPE INSULATION REPLACEMENT**

**Project No. 2024-02**



## **WARNER LIBRARY**

121 North Broadway  
Tarrytown, NY  
10591

Village of Tarrytown/Sleepy Hollow

One Depot Plaza  
Tarrytown, NY  
10591  
(914) 631-3668

**BID OPENING:**  
**March 22, 2024 at 4:01 PM**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NUMBER</u>
<b>A. NOTICE TO BIDDERS</b>	A-1
<b>B. INSTRUCTIONS TO BIDDERS</b>	B-1 - B-5
<b>C. BID PROPOSAL</b>	C-1 - C-9
<b>D. FORMS</b>	
Form of Agreement	D-2 thru D-4
Form of Bid Bond	D-5 thru D-7, D-16
Form of Performance Bond	D-8 thru D-11, D-16
Form of Labor & Material Payment Bond	D-12 thru D-15, D-16
Form of General Release	D-17
Form of Maintenance Bond	D-18 thru D-19
Form – Indemnification and Hold Harmless	D-20
<b>E. INSURANCE</b>	E-1 thru E-3
<b>F. LABOR PROVISIONS</b>	F-1
N.Y.S. Prevailing Wage Rates	
<b>G. GENERAL CONDITIONS</b>	
101. Definitions	G-1 thru G-2
102. Superintendence by Contractor	G-2
103. Subcontracts	G-2
104. Other Contracts	G-2 thru G-3
105. Responsibilities of Contractor	G-3
106. Fitting and Coordination of the Work	G-3
107. Mutual Responsibility of Contractor	G-3
108. Assignment or Novation	G-3 thru G-4
109. Progress Schedule	G-4
110. Communications	G-4
111. Payments to Contractor	G-4 thru G-6
112. Changes in the Work	G-6 thru G-9
113. Claims for Extra Cost	G-9 thru G-10
114. No Options Paid	G-10
115. Time and Materials Work Notification	G-10
116. Termination, Delays and Extensions, Liquidated Damages	G-10 thru G-13
117. Engineer's Authority	G-13
118. Technical Specifications and Contract Drawings	G-13
119. Requests for Supplementary Information	G-13 thru G-14
120. Shop Drawings	G-14 thru G-15

**SECTION****PAGE NUMBER****G. GENERAL CONDITIONS (continued)**

121. Samples, Certificates and Tests	G-15 thru G-18
122. Materials and Workmanship	G-18 thru G-19
123. Permits and Codes	G-19 thru G-20
124. Care of Work	G-20 thru G-21
125. Accident Prevention	G-21
126. Temporary Facilities	G-21 thru G-22
127. Use of Premises	G-22
128. Removal of Debris, Cleaning, etc.	G-22
129. Layout of Work	G-22
130. Blasting	G-22 thru G-24
131. Inspection/Acceptance of the Work	G-24
132. Final Inspection	G-24 thru G-25
133. Insurance	G-25
134. Warranty of Title	G-25
135. General Guarantee	G-25
136. No Arbitration	G-25
137. Risk of Loss	G-26
138. Required Provisions Deemed Inserted	G-26
139. Corrections	G-26
140. Safety Provisions	G-26
141. Connecting to Existing Work	G-26 thru G-27
142. Existing Improvements	G-27
143. Access to Site	G-27 thru G-28
144. Access to Adjacent Properties	G-28
145. Use of Roadways	G-28
146. Indemnity Clause	G-28 thru G-29
147. Disputes	G-29
148. General Municipal Laws of New York State	G-29 thru G-30
149. "Or Equal" Clause Unless Otherwise Specified	G-30
150. Construction, Excavation and Demolition Operations at or near Underground Facilities	G-30
151. Review by Owner	G-30
152. Deductions for Uncorrected Work	G-30 thru G-31
153. Patents	G-31
154. Information from Owner	G-31
155. Existing Utilities, Structures and Fixtures	G-31 thru G-32
156. Control of Existing Flows	G-32
157. Sewage, Surface, Groundwater & Flood Flows	G-32 thru G-33
158. Weather Conditions/Work in Freezing Weather	G-33
159. Maintenance and Protection of Traffic	G-33 thru G-34
160. Hours of Work	G-34
161. Watchman	G-34 thru G-35
162. Field Copies	G-35
163. Emergency Work	G-35
164. Protection	G-35
165. Payment for General Conditions	G-36
166. Damage to Private Property	G-36

**SECTION**

**PAGE NUMBER**

**G. GENERAL CONDITIONS (continued)**

- 167. Restoration
- 168. Site Visitation

G-36 thru G-37  
G-37

**H. INDEX TO TECHNICAL SPECIFICATIONS**

I-1

## SECTION B

### INSTRUCTIONS TO BIDDERS

**CHILDREN'S LIBRARY ACOUSTICAL TILE CEILING AND  
PIPE INSULATION REPLACEMENT  
WARNER LIBRARY  
VILLAGE OF TARRYTOWN, NEW YORK  
CONTRACT # 2024-02**

1. **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 Project Manual with Technical Specifications
  - b. Addenda (if any)
  - c. Contract Drawings
2. **PROPOSALS:** To be considered, proposals on the forms included herein, must be submitted in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are 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 contains 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 Village Clerk, Village of Tarrytown, Westchester 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 or telegraphic bids will not be accepted.

3. **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 rejection of Proposal and forfeiture of bid security.
4. **CONDITIONS OF WORK:** Each bidder must inform himself 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. Bidders' attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. Bid shall include the complete costs of furnishing and installing all labor and materials necessary to complete the work identified within 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.

5. **ADDENDA AND INTERPRETATION:** Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Village Clerk of the Village of Tarrytown, Krissy Gilligan at:

Email: [kgilligan@tarrytowngov.com](mailto:kgilligan@tarrytowngov.com)  
Phone: 914-631-1652

and to be given any consideration, must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations, 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 submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the "BidForm."

6. **BID SECURITY:** Each bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five percent (5) of his bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if in case he is awarded the contract, and he shall thereafter fail to execute a Contract with the Owner under the conditions of his Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of the Bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed the Contract Documents. In the event no Contract has been so executed within forty-five (45) calendar days after the date of the opening of the bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the filing and approval of the bonds and insurance.

7. **INSURANCE REQUIRED:** The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provision listed in Pages E-1 through E-3.
- a. General Liability Insurance
  - b. Automobile Liability Insurance
  - c. Compensation, Disability and Employer's Liability Insurance
  - d. Unemployment Insurance

8. **SECURITY FOR FAITHFUL PERFORMANCE:** The Contractor shall, prior to execution of the Contract submit two separate executed bonds, (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; and (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.

The Bonds shall be prepared as specified in Section D – 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.

In addition, at the time of final payment, a one year Maintenance Bond Guaranteeing against defective materials and workmanship will be required in an amount equal to one hundred percent (100%) of the contract amount.

9. **FORM OF AGREEMENT:** The form of agreement is included in these documents in Section D.
10. **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 performance, and other applicable factors. The Village Board further reserves the right to reject any and all bids.
11. **OWNER:** Village of Tarrytown, Westchester County, New York.
12. **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 Village of Tarrytown are exempt from the payment of New York State Sales or compensator use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.
13. **REQUIRED SUBMISSIONS:** Prior to award, the successful bidder will be required to meet the following requirements:
- a. The successful bidder must provide the Village with a certificate issued by the Secretary of State 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.

**SECTION C**

**BID PROPOSAL**

**CHILDREN'S LIBRARY ACOUSTICAL TILE CEILING AND  
PIPE INSULATION REPLACEMENT  
WARNER LIBRARY  
VILLAGE OF TARRYTOWN, NEW YORK  
CONTRACT # 2024-02**

**TO:**

Village of Tarrytown  
Office of the Village Clerk  
One Depot Plaza  
Tarrytown, NY 10591

**Bid Submitted By:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone #)

\_\_\_\_\_  
(Federal ID #)

1. I/We do hereby declare that I/we have carefully examined the Instructions to Bidders, the Plans, Profiles and other drawings 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, transportation, and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract 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 therefor within fifteen (15) 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 and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. 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 (5) 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. I/we further agree that the Owner may deduct for liquidated damages the sums set forth in the Special Conditions if I/we fail to complete the work within the time limits specified.

6. 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; and
  - (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 to submit a bid for the purpose of restricting competition; and
  - (d) No member of the Village Board or any officer or employee of the Village of Tarrytown, New York, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, 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.
7. 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 bids, and that within said period of forty five (45) days, the Village will accept or reject this proposal, or this time period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We will accept, in full payment for the completed work, the following **total** lump sum price as my/our total bid.





**AFFIRMATIVE ACTION CERTIFICATION**

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such a bidder has submitted as part of its bid the following certification, which will be deemed a part of the resulting contract:

**BIDDERS' CERTIFICATION**

\_\_\_\_\_ certifies that:  
(Bidder)

1. They intend to use the following listed construction trades in the work under the contract,

\_\_\_\_\_  
\_\_\_\_\_ and

2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part 1 of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of the Plan, those trades being:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and/or

- b. as those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts, the minimum minority manpower utilization goals and the specific affirmative action's steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these Bid conditions, those trades being:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and/or

3. they will obtain from each of their subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

**NON-COLLUSIVE BIDDING CERTIFICATION**

Date: \_\_\_\_\_

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 with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

**INDIVIDUAL ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally came \_\_\_\_\_ to be known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**PARTNERSHIP ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally came a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

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

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

\_\_\_\_\_  
Notary Public

## **SECTION D FORMS**

### **CHILDREN'S LIBRARY ACOUSTICAL TILE CEILING AND PIPE INSULATION REPLACEMENT WARNER LIBRARY VILLAGE OF TARRYTOWN, NEW YORK CONTRACT #2024-02**

#### **FORM OF AGREEMENT**

The Contract form will be as shown on Pages D-2 through D-4.

#### **FORM OF BID BOND**

The Bid Bond form will be the "Bid Bond" AIA Document A310,  
2010 edition as shown on Pages D-5 through D-7

#### **FORM OF PERFORMANCE BOND**

The form of Performance Bond will be the "Performance Bond" AIA Document A312, 2010  
edition as shown on Pages D-8 through D-11, and D-16

#### **FORM OF LABOR AND MATERIAL PAYMENT BOND**

The form of Labor and Material Payment Bond, will be the "Payment Bond," AIA Document A312,  
2010 edition as shown on Pages D-12 through D-15, and D-16

#### **FORM OF GENERAL RELEASE**

The form of General Release is included on Page D-17

#### **FORM OF MAINTENANCE BOND**

The form of Maintenance Bond will be shown on Pages D-18 through D-19

PROJECT: Children's Library Acoustical Tile Ceiling and Pipe Insulation Replacement at Warner Library Project No. 2024-02

BID DATE: \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

and between \_\_\_\_\_

(a corporation organized and existing under the state of New York)

\_\_\_\_\_)\*(a partnership consisting of

\_\_\_\_\_)\*(an individual trading as

\_\_\_\_\_)\*(hereinafter called the "**Contractor**")

and Village of Tarrytown hereinafter called the "**Owner.**"

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

**Article 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda thereto, numbered \_\_\_\_\_.

**Article 2. The Contract Price.** The Owner will pay the Contractor for the performance of the work, subject to additions and deductions by Change Orders as provided in the General Conditions, in current funds, the sum of

\_\_\_\_\_ dollars.

\*Strike out the two terms not applicable.



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

- |    |  |    |   |
|----|--|----|---|
| a. | This agreement   | f. | Special Conditions                                  |
| b. | Addenda (if any)   | g. | General Conditions                                  |
| c. | Invitation for Bids  | h. | Technical Specifications                            |
| d. | Instructions to Bidders  | i. | Drawings (as listed in the<br>Schedule of Drawings) |
| e. | Signed Copy of Bid, with all<br>attachments required for the<br>bidding. | j. | Payment & Performance Bonds                         |
|    |  | k. | Certificates of Insurance                           |

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in five (5) original copies on the day and year first above written.

ATTEST: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
VILLAGE OF TARRYTOWN  
(Owner)

By: \_\_\_\_\_  
(Richard Slingerland, Village Administrator)

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Richard Slingerland to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the Village Administrator of the Village of Tarrytown, the municipal corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the said corporation and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

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

\_\_\_\_\_  
Notary Public

**Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal place of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

«Village of Tarrytown/Sleepy Hollow  
One Depot Plaza  
Tarrytown, NY 10591»  
« »

**BOND AMOUNT:** \$ « »

**PROJECT:**

(Name, location or address, and Project number, if any)

«Children’s Library Acoustical Tile Ceiling and Pipe Insulation Replacement  
Warner Library  
121 North Broadway  
«Tarrytown, NY»  
«10591 »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

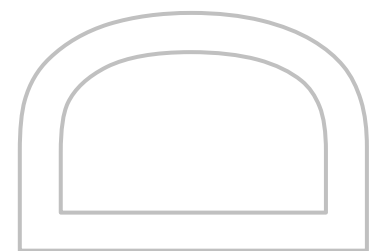
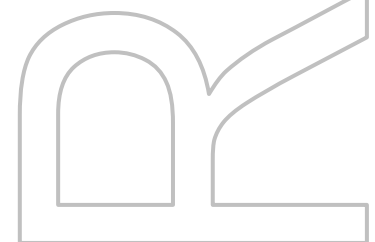
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so



**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this <> day of <>, <>

\_\_\_\_\_  
(Witness)

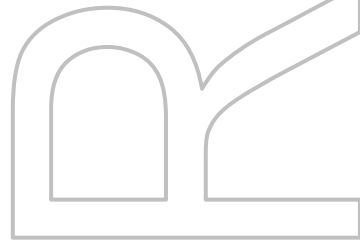
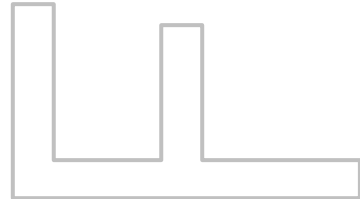
\_\_\_\_\_  
(Witness)

<>  
(Contractor as Principal) (Seal)

<>  
(Title)

<>  
(Surety) (Seal)

<>  
(Title)



**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he resides at; \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of said  
corporation; that the seal affixed to the within instrument is such corporate seal; and that it was so affixed  
by authority of the Board of Directors of said Corporation and that he signed his/her name thereto by like  
order.

\_\_\_\_\_  
Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of said  
corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within  
instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said  
Corporation and by authority of the standing resolutions thereof.

\_\_\_\_\_  
Notary Public

ATTACHMENT:  
1. POWER OF ATTORNEY

# DRAFT 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)

«Village of Tarrytown/Sleepy Hollow »  
«One Depot Plaza»  
«Tarrytown, NY 10591»

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ «0.00»

Description:

(Name and location)

«Children's Library Acoustical Tile Ceiling and Pipe Insulation Replacement»  
«Warner Library  
121 North Broadway  
Tarrytown, NY 10591»

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

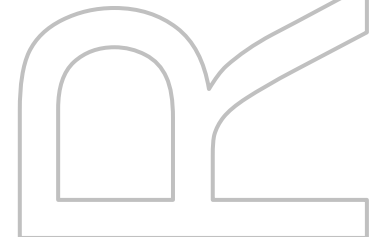
(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 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:

<< >>

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

<b>CONTRACTOR AS PRINCIPAL</b>		<b>SURETY</b>	
Company: _____	(Corporate Seal)	Company: _____	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title: << >><< >>		Name and Title: << >><< >>	
Address: << >>		Address: << >>	



# DRAFT AIA® 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)

«Village of Tarrytown/Sleepy Hollow »  
«One Depot Plaza»  
«Tarrytown, NY 10591 »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ «0.00»

Description:

(Name and location)

«Children’s Library Acoustical Tile Ceiling and Pipe Insulation Replacement»  
«Warner Library  
121 North Broadway  
Tarrytown, NY 10591»

**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:

Name and « »

Title:

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

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER’S REPRESENTATIVE:**

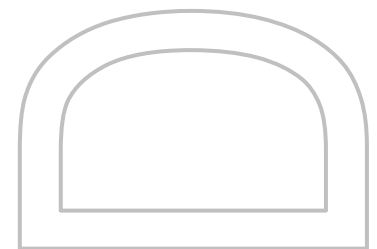
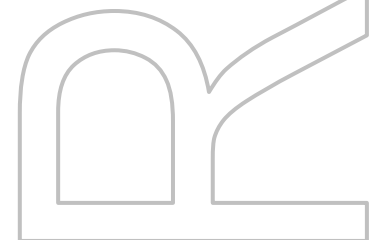
(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 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:

<< >>

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

**CONTRACTOR AS PRINCIPAL**

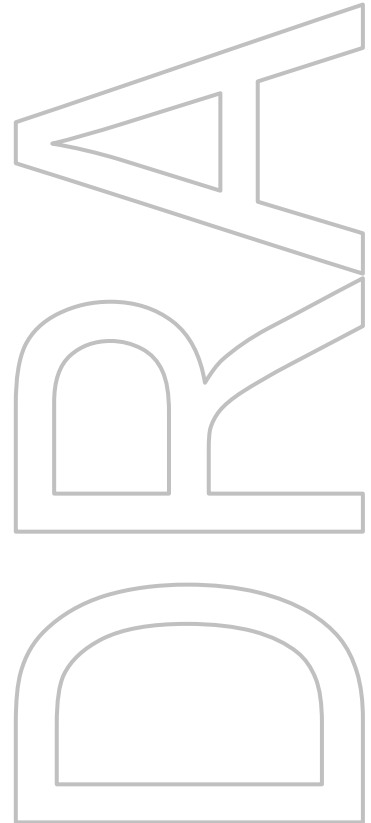
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >><< >>  
Address: << >>

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >><< >>  
Address: << >>



**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he resides at: \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and that it was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.

\_\_\_\_\_  
Notary Public

ATTACHMENT:  
1. POWER OF ATTORNEY

**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 \_\_\_\_\_ lawful money of the United States of America, to it in hand paid by the Village of Tarrytown, 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 Village of Tarrytown, and its successors and assigns and administrators, of and from any and all manner of action and actions, cause 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, extents, executions, claims and demands whatsoever in law and equity, which against the said Village of Tarrytown he now has, ever had, or which he or his 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\_\_\_\_, 20 , 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 \_\_\_\_\_, 20 .

Principal:

(Corporate Seal)

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

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 in \_\_\_\_\_;

that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and that it was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**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 \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Surety), are held  
and firmly bound unto the \_\_\_\_\_

(hereinafter called the Obligee) as Obligee in the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ ) **DOLLARS**, lawful money of  
the 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 Obligee for (enter  
project name here) \_\_\_\_\_

**WHEREAS**, the 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 materials or workmanship which may appear in the  
work under said contract within the period of one year (s) from the date of acceptance of the work, then  
this obligation shall be void; otherwise to remain in full force and effect.

**CONTRACTOR AS PRINCIPAL:**

**SURETY:**

**Company:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Corporate  
Seal  
(Contractor)

Corporate  
Seal  
(Surety)

(Corporate and Surety Acknowledgments must be notarized, see page D-11)



**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn, did depose

and say that heresides in \_\_\_\_\_ ;

that he is the \_\_\_\_\_ of \_\_\_\_\_,  
the corporation described in, and which executed the within instrument; that he knows the seal of said  
corporation; that the seal affixed to the within instrument is such corporate seal; and that it was so affixed  
by authority of the Board of Directors of said Corporation and that he signed his/her name thereto by like  
order.

\_\_\_\_\_  
Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of said  
corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within  
instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said  
Corporation and by authority of the standing resolutions thereof.

\_\_\_\_\_  
Notary Public

Attachment:

- 1. Power of Attorney

**CHILDREN'S LIBRARY ACOUSTICAL TILE CEILING  
AND PIPE INSULATION REPLACEMENT AT  
WARNER LIBRARY  
TARRYTOWN, NEW YORK  
CONTRACT # 2024-02**

**Indemnification and Hold Harmless Agreement**

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

Company Title/Name: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nature/Scope of Work Being Performed: \_\_\_\_\_  
\_\_\_\_\_

Please sign, date and return to:

**Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591**

## SECTION E

### INSURANCE

**CHILDREN'S LIBRARY ACOUSTICAL TILE  
CEILING AND PIPE INSULATION  
REPLACEMENT AT WARNER LIBRARY  
VILLAGE OF TARRYTOWN, NEW YORK  
CONTRACT # 2024-02**

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

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

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included.
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
  - A. Premises & Operations
  - B. Products/Completed Operations;
  - C. Independent Contractors;
  - D. Personal & Advertising Injury
  - E. Blanket Contractual Liability
  - F. XCU
  - G. Village of Tarrytown and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Tarrytown, assigns, officers, employees, representatives and agents.
  - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
  - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
  - K. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as

injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).

- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
  - A. Village of Tarrytown and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - B. To the extent permitted by New York law, the Contractor/Provider waives all Rights of subrogation or similar rights against the Village of Tarrytown, assigns, officers, employees, representatives and agents.
- 5) Umbrella Liability, with limits of no less than \$3,000,000 Each Occurrence/ \$3,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Village of Tarrytown. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim /\$1,000,000 Aggregate. If a retroactive date is used, it must pre-date the inception of the contract. Village of Tarrytown to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village of Tarrytown.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Village of Tarrytown as the Named Insured, and maintained during the life of this contract which will protect the Village of Tarrytown from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract. Village of Tarrytown to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village of Tarrytown.
- 9) Bid, Performance and Labor & Material Bonds, if required in the specifications, These bonds shall be provided by a New York State admitted Surety Company, in good standing.
- 10) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

- 11) Builders Risk, if applicable. To be written on a Completed Value Form written for the full insurable value on a Special Form basis.
- 12) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village Engineer, Village of Tarrytown, One (1) Depot Plaza, Tarrytown, New York 10591. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Tarrytown no less than thirty (30) days prior to expiration or cancellation.

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

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

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

**SECTION F  
LABOR PROVISIONS**

**CHILDREN'S LIBRARY ACOUSTICAL TILE CEILING  
AND PIPE INSULATION REPLACEMENT AT  
WARNER LIBRARY  
VILLAGE OF TARRYTOWN, NEW YORK  
CONTRACT #2024-02**

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

## **GENERAL CONDITIONS**

### **PART 1**

#### **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 Village of Tarrytown, which is authorized to undertake this Contract.
- c. The term "Contractor" means the 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 drawing in the immediate vicinity of the work, unless otherwise defined in the Special Conditions. No private property is included unless the Village has obtained an easement.
- f. The term "Engineer" or "Architect" means the Village Engineer of the Village of Tarrytown, or such of his subordinates or assistants as have Project Engineer status: or if a Consulting Engineer is employed to perform construction management and inspection then this term shall apply to said Consulting Engineer and those subordinates and assistants that have Project Engineer status. A list of authorized Project Engineers will be furnished to the Contractor on request.
- g. The term "Village" means the Village of Tarrytown, New York, within which the Project Area is situated.
- 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 shall furnish 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 or ordering materials and will be held responsible for any error resulting from his failure to do so and will correct same to the satisfaction of the Village at no additional cost.

## **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.
- e. The Contractor shall not subcontract more than 50% of the total work of this contract.

## **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 Village or Municipal 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 Suppliers engaged upon this Contract. He shall be prepared to guarantee to each of 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 the 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 claims against the Owner shall pay or satisfy such 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 award 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:

- a.        The project name, number, and geographic location.
- b.        The contract time, contract beginning date and ending date.
- c.        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 enveloped or delivered with charges prepaid to any telegraph company for transmission, in 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 Engineer, Village Hall, 21 Wildey Street, Tarrytown, New York, 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, or to such other representatives of the Owner or to such other 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**

a. Partial Payments

1. 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 the 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.
2. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material 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 embraced in this Contract complete and satisfactory to the owner in all details.

b. Final Payment

1. 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 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.
2. The Owner, before paying the final estimate, may 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, if the Owner deems the same necessary in order to protect its interior. 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 of any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. The Contractor shall furnish a maintenance bond in full amount of the Contract plus change orders, if any, to guarantee his work for a period of one (1) year from the date of final payment.

4. 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.
5. 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.

c. 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 monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. 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 therefrom, 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 for unit price overruns, due to change orders, may be withheld until Village Board approval is obtained.
- g. If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request, and 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 foremen, 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 40% 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 rates 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 to "gross cost of labor" and "Net cost of Materials" 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.

- i. 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.
- j. 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.
- k. Change Orders shall in general be in writing. If a Contractor claims that a change order was given to him orally, his claim shall be invalid unless such oral change order was given by an authorized Engineer as defined in Section 101f. of this Contract, and further unless such oral change order was confirmed in writing within 24 hours of the giving of the alleged oral change order.
- l. When change orders, or claims involve a Subcontractor, no surcharge will be allowed the Contractor for handling, processing, supervision, or coordination.

### **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 of a continuing character and notice of 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 this 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 benchmarks, 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 reasonably 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 this 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 Village 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 monies 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 monies only, which monies shall be subject to legitimate charges of the Owner against the Contractor:

1. All reasonable costs 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 re-sale of materials ordered; and
2. On Lump Sum projects, a mark-up 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 ensure 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 any 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 monies 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 an 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 the Owner within 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 or Village 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 Technical Specifications shall govern. In case of any discrepancy within the Contract Drawings or within the 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.

#### **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. Contractors shall contact Marilyn Reid at:

Email: [mreid@lothropassociates.com](mailto:mreid@lothropassociates.com)

Phone: 914-234-8425

Every request for information or interpretation of Bidding Documents or Drawings must be

addressed in writing to the Village Clerk of the Village of Tarrytown, Krissy Gilligan at:

Email:

[kgilligan@tarrytowngov.com](mailto:kgilligan@tarrytowngov.com)

Phone: 914-631-1652

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 of 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, and 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 working dimensions and designations of the kind of material, 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 "Approved," "Approved as Noted," "Resubmit," or "Disapproved." Two (2) prints of "Approved" or "Approved as 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 "Disapproved" 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 "Approved" or "Approved as 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 re-submittal 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**

- a. 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.
- b. 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 re-sampling 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 samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

- c. Certified Test Report. A certified test report shall be a document containing a list of the dimensional, 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 or 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 manufacturing the material, and it shall be notarized.

- d. Materials Certificate. A materials 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.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

- e. 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 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, the American Water Works Association, the American Association of State Highway and Transportation 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 of 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 of 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 equipment 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 reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive non-complying 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 prevalent 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 materials which fail to meet Contract requirements.
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 men 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 worker, 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 PERMITS 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, bylaw, 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 in writing 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.

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.

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.

- b. 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.
- c. 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 reviewed by the Village Engineer to determine its validity. If compensation is determined to be valid then it will be determined by the Owner as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.
- e. 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 operations. If any damage is not repaired or acceptable arrangements for repair are not made within a reasonable period of time, the Village Administrator may act to repair such damage by Village forces or using another contractor employed for that purpose, and the costs of such repair shall be deducted from any payments 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.

- f. 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 operation 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, the Village and the Engineer from any damages on account of settlements or the loss of lateral support or adjoining property and from all loss or expense and all damages for which the Owner, the Village and the Engineer 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.

Machinery equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest rules and regulations of OSHA, to the extent that such provisions are not in contravention of applicable law. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

- b. 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.
- c. The Contractor shall indemnify and save harmless the Owner, Village of Tarrytown, and the Engineer from any and all claims for damages resulting from personal injury death and/or property damage suffered or alleged to have been 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 TEMPORARY FACILITIES

**Electric** – All electricity shall be supplied and made available through the building supply. If temporary electrical service is required by the Contractor, Contractor shall notify the Owner in writing along with his bid.

**Water** – All water shall be supplied and made available through the building supply. If temporary water service is required by the Contractor, Contractor shall notify the Owner in writing along with his bid.

**Telecom (WIFI)** – All WIFI shall be supplied and made available through the building supply.

If additional WIFI service is required by the Contractor, Contractor shall notify the Owner in writing along with his bid.

**Field Office** – No Field Office is required to be provided by the Contractor. The Owner may provide space for progress meetings at the Library or at Village Hall.

**Toilet Rooms** – Existing public restrooms available in the Library may be used by the Contractor. The Owner will identify the location of such restrooms for Contractor's use. The Contractor shall be responsible for any damage to the restrooms, and shall keep them in sanitary condition throughout the length of the project. Portable sanitary facilities may be used at Contractor's sole expense.

## **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 desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all instructions of the Owner, Engineer 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 material and debris, and keep the Project Area and public rights of way 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 rights of way 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. Waste disposal reports and any reports of materials recycled shall be provided to the Village of Tarrytown.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

## **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 Safeguarding of all control points and benchmarks set by the Engineer and his own forces. Any replacement or reestablishment of control points or benchmarks 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 BLASTING**

If explosives are used all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with, and all necessary permits and licenses obtained by the Contractor at his expense. Permits and licenses must be shown to the Engineer on request.

Explosives must be carefully transported, stored, handled, and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separately from other explosives. When the need for explosives is ended all such material remaining on the job shall be promptly removed from the premises. Care must be taken that no explosives, caps, or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot the location, number of holes, depth, spacing, amount of explosive per hole number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.

Explosives shall be such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work.

The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground.

Adequate warning shall be given all persons in the vicinity before any blast is discharged.

When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.

The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation, and if so, ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

The Contractor shall notify each public utility or others having structures in proximity to the site, and others who may be affected, of his intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not in any way relieve the Contractor of responsibility for any damage resulting from his blasting operations.

When in sufficiently close proximity to the existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, and ordered by the Engineer in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility. No explosives shall be brought into, stored or used on the site of any job by the Contractor unless and until he shall have furnished the Engineer with a satisfactory certificate of insurance showing that the risks arising from the presence of and use of explosives and from blasting are included within the insurance provided by the Contractor to secure his obligations to the Owner. Insurance should also cover damage to any underground utilities or other underground facilities.

### **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 it 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 material, 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 monies 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 requirement to comply with all of the specifications.

Where the Contractor has been directed by the Owner or 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, he 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 Village having charge of improvements of like character when such improvements are later to be accepted by the Village.

**133 INSURANCE**

The insurance requirements for this contract are specified in Section E 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 the 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 was 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 material 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 the 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 therefrom which shall appear within a period of one (1) year from the date of final payment. The Contract shall furnish a Maintenance Bond in the full amount of the Contract plus change orders to secure such guarantee. If any work is done under the guarantee and maintenance provisions, all contract provisions shall be reactivated. The guarantee and maintenance bond shall be extended with respect to such repair or replacement work for a period of one (1) year 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 Drawings when such corrections are necessary for the proper 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 pipeline, 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 pipelines 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, incomplete, or omitted 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 rights-of-way and for securing additional access rights thereto with respect to 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 condition of walls, fences, structures, utility lines, poles, guy wires and anchors, and other improvements required for passage of the

Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Village 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 and/or Village will arise therefrom. The Owner and/or Village 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 and reimburse the Owner and/or Village 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 rights-of-way provided by the Owner to the Contractor or 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 ensure the Owner and/or Village against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way 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 to operations or proposed work called for under this Contract, the Contractor shall, at his sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant, and the Engineer.

#### **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 the storm water. Roadway intersections may be blocked but one-half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossing such as in the opinion of the Engineer, are necessary to reasonably accommodate the public and to provide access to private driveways. 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 monies 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 Village of Tarrytown and its officers, employees, agents; the Engineer and his consultants; and New York State free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of 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 or 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 5322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Village of Tarrytown for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Village of Tarrytown, or its employees.

**147 DISPUTES**

- a. All disputes arising 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 Engineer. 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 Engineer 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 provisions of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that he is proceeding with the work under protest, and he say 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 "OREQUAL" 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 Contractor shall, at his own expense make any changes in the structures, building, 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 Operations 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 12201; 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, materials, 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 representatives 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 or 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, which has been recommended by the Contractor, 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 no additional expense to the Village of Tarrytown, to do everything necessary to support, protect and sustain all sewer, 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 monies 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 damage 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 for 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, structures 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 method 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 GROUND WATER 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 waterbodies.

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 CONDITIONSIWORKINFREEZING 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 contained herein shall be deemed in effect unless more stringent provisions are called for within the Technical Specification. The Contractor will be required to protect and maintain pedestrian 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 Chief of Police or 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 Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.

Barricades shall be in accordance with the Village of Tarrytown 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 lines.

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 before 7:00 a.m. nor after 5:00 p.m. unless the Village is notified, nor shall any work be done on Saturdays, Sundays, or legal holidays unless Contractor shall have given Owner written request at least forty-eight (48) hours in advance. No additional payment will be made by Owner for overtime work under any circumstances unless a prior written order has been given by the Engineer. The Contractor shall comply with the Village Noise Ordinance which prohibits all work except emergency repair work, before 7:00 a.m. and



after 8:00 p.m.

**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 Engineer and his representative at the job location.

**163 EMERGENCY WORK**

If in the opinion of the Village Administrator 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 Administrator shall, immediately upon giving notice, be authorized to undertake such corrective measures as he may deem to be necessary. The cost of such work shall be deducted from payments due the Contractor under this contract.

**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. 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 Village 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 week-ends 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 week-ends extended by legal holidays or when there is expectation of inclement weather.

#### **165 PAYMENT FOR GENERAL 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.

#### **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 Village Administrator, 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 Village 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 Village Administrator 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 the 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. SITE VISITATION**

Each bidder, before submitting any proposal for the work, shall visit the premises in order to familiarize himself with the conditions under which this work is to be done and with the obstacles to be overcome. The submission of any proposal shall be held as an acknowledgment that this requirement has been complied with. Contractor shall satisfy himself as to the nature and location of his work and the general and local conditions. He shall have full knowledge as to transportation, handling, and storage of the materials, availability of electric power and all other facilities in the area which will have a bearing on the performance of his work and the contract for which he submit his proposal.

Lack of familiarity with the local conditions, due to failure to visit the site prior to the submission of proposal, will not be considered a valid excuse for any extras to the contract. Any failure by the Contractor to acquaint himself with all the available information shall not relieve him from any responsibility for performing his work properly.

No additional compensation will be allowed for conditions increasing the cost which were not known to or appreciated by him when submitting his proposal if the conditions were obvious and could have been discovered by him if he had visited the site and had thoroughly informed himself of all existing conditions which would affect his work.

**SECTION I**  
**INDEX TO TECHNICAL SPECIFICATIONS**  
**CHILDREN'S LIBRARY ACOUSTICAL TILE**  
**CEILING AND PIPE INSULATION**  
**REPLACEMENT AT WARNER LIBRARY**  
**VILLAGE OF TARRYTOWN, NEW YORK**  
**CONTRACT # 2024-02**

<b>SECTION</b>	<b>TITLE</b>
000115	LIST OF DRAWING SHEETS
095100	ACOUSTICAL CEILINGS
DIV 22	PLUMBING – See drawings
DIV 23	HVAC – See drawings
DIV 26	ELECTRICAL – See drawings

SECTION 000115 - LIST OF DRAWING SHEETS

<b>Drawing #</b>	<b>Drawing Title</b>
A000	Cover Sheet
A001	General Notes
A100	Reflected Ceiling Demolition Plan Legends & Notes
A101	Reflected Ceiling Plan & Ceiling Details, Legend, & Notes
M-001	Mechanical Symbols, Abbreviations, Notes & Specifications
M-002	Mechanical Specifications
M-201	Mechanical Lower Level New Work Plan
M-701	Mechanical Details
E-001	Electrical Symbols, Abbreviations, Notes & Specifications
E-002	Electrical Specifications
E-003	Electrical Specifications
E-101	Electrical Lower Level Demolition Plan
E-201	Electrical Lower Level New Work Ceiling Plan
E-601	Electrical Lighting Fixture Schedule
E-701	Electrical Details

END OF SECTION

SECTION 095100  
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.2 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- B. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2022.
- C. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2019.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2023.
- E. ASTM E1477 - Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers; 1998a (Reapproved 2022).

1.3 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on suspension system components and acoustical units.
- C. Samples: Submit two full size samples illustrating material and finish of acoustical units.
- D. Samples: Submit two samples each, 12 inches long, of suspension system main runner, cross runner, and perimeter molding.
- E. Manufacturer's qualification statement.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 016000 - Product Requirements, for additional provisions.
  - 2. Extra Acoustical Units: Quantity equal to 5 percent of total installed.

1.4 QUALITY ASSURANCE

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acoustic Tiles/Panels:
  - 1. OWA USA Corporation; [www.owa.de.us.com](http://www.owa.de.us.com)
- B. Suspension Systems:
  - 1. Same as for acoustical units.

### 2.2 ACOUSTICAL UNITS

- A. Acoustical Units - General: ASTM E1264, Class A.
- B. Acoustical Panels: Painted mineral fiber, with the following characteristics:
  - 1. Classification: ASTM E1264 Type IV.
    - a. Form: 2, water felted.
    - b. Pattern: "E" - lightly textured.
  - 2. Size: 24 by 24 inches.
  - 3. Thickness: 9/16 inch.
  - 4. Light Reflectance: 87 percent, determined in accordance with ASTM E1477.
  - 5. Ceiling Attenuation Class (CAC): 27dB, determined in accordance with ASTM E1264.
  - 6. Panel Edge: Reveal.
  - 7. Tile Edge: Beveled.
  - 8. Color: White.
  - 9. Suspension System: Exposed grid.
  - 10. Products:
    - a. OWAcoustic Premium Octave 85.

### 2.3 SUSPENSION SYSTEM(S)

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings and splices as required.
  - 1. Materials:
    - a. Steel Grid: ASTM A653/A653M, G30 coating, unless otherwise indicated.
- B. Exposed Suspension System: Hot-dip galvanized steel grid and cap.
  - 1. Structural Classification: Intermediate-duty, when tested in accordance with ASTM C635/C635M.
  - 2. Profile: Tee; 9/16 inch face width.
  - 3. Finish: Baked enamel.
  - 4. Products:
    - a. OWAcliq 9/16.

## 2.4 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.
- C. Perimeter Moldings: Same metal and finish as grid.
  - 1. Angle Molding: L-shaped, for mounting at same elevation as face of grid.

## PART 3 EXECUTION

### 3.1 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Locate system on room axis according to reflected plan.
- D. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Use longest practical lengths.
- E. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.

### 3.2 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- E. Cutting Acoustical Units:



1. Make field cut edges of same profile as factory edges.

### 3.3 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION