



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: March 26, 2024

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 5

AGENDA ITEM:

Resolution: Consider a resolution authorizing the Village Administrator to go out to bid for CCTV inspection of the Village storm drain system

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. Specifications and Contract Documents for Village-wide CCTV Storm Drain Inspection

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE VILLAGE ADMINISTRATOR TO GO OUT TO BID FOR CCTV
INSPECTION OF THE VILLAGE STORM DRAIN SYSTEM**

WHEREAS, the Village storm drain system is known to be in need of significant maintenance and repair; and

WHEREAS, CCTV inspection is required to evaluate and prioritize needed repairs system wide; and

WHEREAS, the CCTV inspection contract will include an estimated 88,719 linear feet of known piping of various sizes as has been estimated from current mapping; and

WHEREAS, the CCTV inspection contract will also include cleaning of existing piping Village-wide; and

WHEREAS, the CCTV contractor will provide written and digital reports and videos of all piping inspected; and

WHEREAS, the Village Engineer will monitor and evaluate findings of the CCTV inspection for the purposes of planning and prioritizing repairs Village-wide; and

WHEREAS, the Village Administrator will come back to the Board of Trustees at a later time to award the bids to the lowest responsible bidders; and

NOW, THEREFORE, BE IT

RESOLVED, that the Village of Dobbs Ferry Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Village Administrator to go out to bid for CCTV inspection of the Village storm drain system; and be it further

RESOLVED, that this Resolution shall take effect immediately.

**SPECIFICATIONS
AND CONTRACT DOCUMENTS
FOR
VILLAGE-WIDE CCTV STORM DRAIN INSPECTION**

**VILLAGE OF DOBBS FERRY
WESTCHESTER COUNTY
NEW YORK
XX 2024**

**AI ENGINEERS, INC.
DOLPH ROTFELD ENGINEERING DIVISION
570 TAXTER ROAD
ELMSFORD, NEW YORK 10523**

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SECTION A

NOTICE TO BIDDERS

SECTION A
NOTICE TO BIDDERS
VILLAGE OF DOBBS FERRY, NY

A request for sealed bids is made for the following work:

Contract # XX – VILLAGE-WIDE CCTV STORM DRAIN INSPECTION

Bids will be received at the Village Clerk's Office, 112 Main St, Dobbs Ferry, NY, 10522, until 10:30 a.m. E.S.T. on XX, XX, 20XX, when bids will be publicly opened and read aloud. No proposals will be accepted after the deadline.

This is a qualifications-based bid, requiring proof of prior similar municipal infrastructure repair work by the bidding contractor(s).

This is a one (1) year contract, effective XX, 20XX through XX, 20XX.

Bids should be sealed, clearly marked, "Village of Dobbs Ferry Contract # 2024 – XX VILLAGE-WIDE CCTV STORM DRAIN INSPECTION" and submitted to the office of the Village Administrator by 10:30 A.M. on XX, XX, 20XX.

A bid bond or deposit of five percent (5%) of the amount bid is required as a condition of this proposal.

The Village of Dobbs Ferry reserves the right to reject any and all Items bid, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Village to do so.

Publish Date: XX, XX, 20XX

XX,

Village Clerk
Village of Dobbs Ferry

SECTION B

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

PROPOSALS are requested for the **VILLAGE-WIDE CCTV STORM DRAIN INSPECTION XX**, and related work for the Village of Dobbs Ferry, New York, in accordance with specifications and other Contract Documents prepared by AI Engineers, Inc., Dolph Rotfeld Engineering Division and consultants.

Each Proposal shall be made on a form prepared by the Engineer and included as one of the Contract Documents; and shall be submitted in a sealed envelope bearing the title of work and name of the Bidder. The Contractor's Bid shall be submitted in the entire bound Specifications and Contract Documents booklet including all original forms, any deviation shall be grounds for disqualification of the bid.

In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in words shall govern.

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

Before submitting a Proposal, Bidders shall carefully read the Specifications and other contract Documents, shall visit the site, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract Details and Documents.

Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

Any Bidder may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals.

Proposals will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

The contract will be awarded to the lowest and/or best qualified responsible Bidder who complies with these instructions and with the Legal Notice. The Village reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Village. No Bidder may withdraw his Proposal for a period of 45 days after the date of opening thereof.

If any person contemplating submitting a Proposal is in doubt to the true meaning of any part of the Details, Specifications or other Contract Documents, or finds discrepancies in, or omissions from, the Details or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof, the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by

Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Village nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

Any Addenda issued during the time of the bidding, or forming a part of the Contract Documents received by the Bidder for the preparation of a Bid shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

No person, firm or corporation shall be allowed to make, file or be interested in more than one Proposal for the same Contract as the prime bidder. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

The attention of persons intending to submit proposals is specifically called to the fact that no plea will be accepted in which a Contractor pleads misunderstanding or deception of estimates of quantities, character, scope of work, location or other conditions surrounding same. Permission will not be given to withdraw, modify or explain any proposal or bid after it has been deposited. To be entitled to consideration, a Certified Check or Bond payable to the Village of Dobbs Ferry, New York shall accompany the sealed bid, for the sum equal to 5% of the bid price. The checks of the unsuccessful bidders shall be returned within 30 days of the bid opening. Within ten (10) days of notification of acceptance and approval of the proposal, the successful bidder shall furnish the performance bond described herein, at which time the 5% check will be returned. Should the bidder neglect to or refuse to furnish the aforesaid bond, the 5% shall be retained by the Village of Dobbs Ferry, New York.

The Contractor shall provide a **Performance Bond** issued by a solvent insurance company licensed and admitted to do business in the State of New York with at least a Best rating of A-, which will indemnify and insure the Village of Dobbs Ferry, New York, so that all work herein required to be performed and all material to be furnished, will be satisfactorily completed in accordance with this proposal. The amount of the bond shall be 100% of the amount of the contract price. The form of this bond is included herein.

The Contractor shall also pay for and furnish a separate **Labor and Material Payment Bond** issued by a solvent insurance company licensed and admitted to do business in the State of New York with at least a Best rating of A-, which will guarantee prompt payment of monies due to all persons supplying the Contractor or any Sub-contractor with work, labor or materials employed and used in carrying out the Contract. The amount of such bond shall be 100% of the amount of the contract price. The form of this bond is included herein.

The Contractor shall, at the time of requesting final payment, submit a two-year **Maintenance Bond from the date of final acceptance**, issued by a solvent insurance company licensed and admitted to do business in the State of New York with a minimum Best rating of A-, which will guarantee against defective materials and workmanship. The Bond amount shall equal one hundred percent (100%) of the contract amount. The form of this bond is included herein. The Contractor shall comply with all local, state, and federal laws, rules and regulations

applicable and with the New York State Labor Law.

All costs and expenses for obtaining and providing required shop drawings, submittals, Insurances and Bonds shall be deemed included in all items of this contract and therefore no separate payment item is provided.

Any questions regarding the details or specifications shall be directed to AI Engineers, Inc. no later than XX, XX, 20XX.

SECTION C

BID FORMS

VILLAGE OF DOBBS FERRY
VILLAGE-WIDE CCTV STORM DRAIN INSPECTION
Contract No. XX
BID PROPOSAL FORM

To: **Village Clerk – Village Hall**
Dobbs Ferry, New York

Bid Submitted by:

(Name)

(Address)

(Telephone No.)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Details, and the Specifications relating to the above entitled matter and the work.
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 Details and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose and 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 therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Details and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award and also that the said Village 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 be prepared to respond to any emergency work within five days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.

6. I/We agree that the Village reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (c) no attempt has been made or will be made-by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
 - (d) no member of the Village Board or and officer or employee of the Village of Dobbs Ferry, New York, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
8. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that with said period of forty five (45) days, the Village of Dobbs Ferry will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/WE do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act as the Signator on this proposal in behalf of this Corporation.
10. I/We hereby affirm under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work, and for additions to or deletions from the stated quantities.
12. I/We hereby agree and understand that the unit quantity of the work is for comparison purposes and further more that I/We shall make no claim on account

of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

<u>TOTAL BID (As per Special Conditions):</u> *Total Bid for estimated quantities:	

(written in numbers)	

(written in words)	
Increase of unit prices for Work done between 5:00 P.M. to 5:59 A.M.	_____ %

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

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

_____ Date: _____
(Legal Name of Bidder)

Address of Individual, Firm or Corporation

Telephone Number of Individual, Firm or Corporation

By: _____
(Authorized Signator)

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

Signature

Signature

Signature

**VILLAGE OF DOBBS FERRY
VILLAGE-WIDE CCTV STORM DRAIN INSPECTION**

BID SHEET

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
1M	1	LS	Miscellaneous Additional Work		
			<u>Twenty Thousand Dollars</u>	\$20,000.00	\$20,000.00
			<u>LS</u>		
9HC	80	HR	Heavy Cleaning of Storm Drains		
			<u>HR</u>		
9HCD	100	TON	Disposal of Debris		
			<u>TON</u>		
9TV- 8"-16"	62,000	LF	Cleaning & Television Inspection of 8" to 16" Storm Drains		
			<u>LF</u>		
9TV- 17"-23"	14,000	LF	Cleaning & Television Inspection of 17" to 23" Storm Drains		
			<u>LF</u>		
9TV- 24"-35"	5,800	LF	Cleaning & Television Inspection of 24" to 35" Storm Drains		
			<u>LF</u>		
9TV- 36"-49"	5,800	LF	Cleaning & Television Inspection of 36" - 49" Storm Drains		
			<u>LF</u>		

**VILLAGE OF DOBBS FERRY
VILLAGE-WIDE CCTV STORM DRAIN INSPECTION**

BID SHEET

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
9TV- 50" or Larger	1,119	LF	Cleaning & Television Inspection of 50" or Larger Storm Drains		
				LF	
76	1	LS	Maintenance and Protection of Traffic		
				LS	
Bid Total					

STATE LAWS AND REGULATIONS

GRAND JURY TESTIMONY: Bidders attention is directed to the following clause, Chapter 605 of the New York State Laws of 1959:

"A person who refuses, when called before a grand jury to testify concerning this contract or any transaction in connection therewith, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning this contract or transaction, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of 5 years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof after July 1st, 1959, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any money owing to the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

NON-COLLUSION IN BIDDING: Each bidder shall submit a statement of non-collusion in bidding the work proposed herein. Failure to submit a non-collusive bidding certificate will constitute grounds for the rejection of said bid.

EMPLOYMENT PREFERENCE: The contractor shall comply in all respects with Section 222 of the Labor Law of the State of New York, and agrees that preference shall be given in employment to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, but persons other than citizens of the State of New York who may be employed by the contractor, or by any subcontractor, shall furnish satisfactory proof of residence in accordance with the rules adopted by the Industrial Commissioner of the State of New York. Upon demand of the aforesaid Industrial Commissioner, the contractor shall furnish a list of the names and addresses of all his subcontractors. The contractor and each subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized citizens and, in case of naturalization, the date thereof, and the name of the court in which granted. This contract shall be null and void if the provisions of said Section 222 aforesaid are not complied with.

SALES TAX EXEMPTION: The contractor's attention is directed to the changes made in Section 1115 of the Tax Law of the State of New York by Chapter 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political subdivisions, including the Village of Dobbs Ferry, is exempt from State and local retail sales tax and compensating use tax. In formulating their proposals, all bidders shall exclude any dollar amounts for the payment of State and local retail sales tax and

compensating use tax. The successful bidder shall be obligated to file the required Contractor Exempt Purchase Certificates.

LABOR AND WAGES: A governing provision in the contract will be the rate of wages of all labor applicable to the kind of work, as determined by the New York State Industrial Commissioner pursuant to the Labor Law which states that a schedule of wages so determined by the New York State Industrial Commissioner and the Fiscal Officer be incorporated in the contract by the Village.

The Labor Department Schedule of Hourly Minimum rates of wages when omitted from these specifications are still included even if not received at the time of printing of these specifications. Copies of the labor rates shall be forwarded to the bidders as and when received. Such omission does not vary or affect the obligation of the contractor to comply with the law or his compensation therefor.

The contractor and each and every subcontractor performing work on the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and particularly Article 8 thereof. All provisions of Section 220 of the Labor Law shall be deemed a part of this contract.

NON COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid party thereto certifies as to its own organization, under penalty of perjury, that to the best of his 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; and
 - (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 the 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.
- b. A bid shall not be considered for award nor shall any award be made where Sections a. (1), (2), and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons therefor. Where Sections a.(1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Village of Dobbs Ferry thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

(Seal of Corporation)

Legal Name of Person, Firm or Corporation

Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, hereinafter called the Principal. as Principal, and the

_____, of

_____ a corporation duly organized under the laws of the State of _____ hereinafter called the Surety, as Surety, are held and firmly bound unto

_____ hereinafter called the Oblige in the sum of

_____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

SIGNED AND SEALED this _____ day of _____ AD 20____

In the presence of:

{ _____ (Seal)

PRINCIPAL

WITNESS

{ _____

TITLE

{ _____ (Seal)

SURETY

WITNESS

{ _____

TITLE

STATEMENT OF QUALIFICATIONS

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

Location	Description of Work & Date of Completion	Approximate Cost	Name and Phone of Engineer or Owner

The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

CERTIFICATE OF EQUIPMENT

_____ does hereby certify that (he is) (they are) (as _____ [title]) of the Corporation that it is) the owner or lessee of the equipment necessary for the execution of this Contract, and further certify that (he is, they are) fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of this Contract is listed below:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Name of Bidder (typed)

Witness

By.

Signature

DEFAULT OF PREVIOUS CONTRACTS

Has Bidder defaulted on or failed to complete a contract within 5 years:

☐ NO

☐ YES

Has any officer or principal of the bidding entity been involved with a firm that has defaulted on or failed to complete a contract within 5 years:

☐ NO

☐ YES

If answer to either question is yes, please explain below:

Location	Description of Work	Approximate Cost	Name and Phone of Engineer or Owner	Reason for Default

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement will result in disqualification of bid.

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

(SIGNATURE)

(DATE)

CONTRACTOR'S DECLARATION

The names and addresses of all partners, officers, or parties interested in the foregoing bid are as follows:

<u>Full Name</u>	<u>Title of Office Held if Bidder is a Corp.</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned bidder hereby designates the address stated below as the place to which all notices and letters may be delivered or mailed.

_____	_____ Contractor
_____	By _____ (signature)
_____	Title _____

The business address of the bidder is:

The above-named bidder is a (corporation)(partnership)(individual) -- strike out designations which do not apply -- in the State of _____.

DATE: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

_____, Secretary of the Corporation named as Principal in the within
bond; that _____
_____, who
signed the said bond on behalf of the Principal was then _____

_____ of said corporation; that I know his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to
for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title

**CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

Name of Bidder

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30F.R. 12319-25). Each Bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. *YES* ___ *NO* ___
2. Compliance reports were required to be filed in connection with such contract or subcontract. *YES* ___ *NO* ___

If "YES", state what reports were filed and with what agency.
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. *YES* ___ *NO* ___
4. If answer to item is "NO", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001).

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

(SIGNATURE)

(DATE)

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Date

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U..C. 1001.

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____ and that he is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and 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

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

On this ____ day of _____, 20____, before me personally came _____, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Partnership)

On this ____ day of _____, 20____, before me personally came _____, to me known, and known to me to be a member of the firm of _____ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____ certify that
(officer other than officer executing proposal documents) I am the

_____ of _____
(title) (name of contractor)

the "Contractor) a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) named in the foregoing agreement; that _____ (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of execution _____ (the "Contractor) of the Contractor; that said agreement was duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Date: _____

(Signature)

(Corporate seal)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the _____ of _____ the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he resides at _____, and that he is _____ of said corporation and knows the corporate seal of said corporation; that the seal affixed to the above certificate is such corporate seal and 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

CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of

duly authorized to do business in the State of New York, and agree to furnish to

surety bonds for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that we will be surety for on each bond is:

Surety Company or Agent

By _____

The terms of the Surety Company for furnishing the bond are hereby accepted.

Name of Bidder

By _____

(signature)

Witness

Title _____

SECTION D

**INDEMNIFICATION AGREEMENT,
AGREEMENT, PERFORMANCE, AND
LABOR & MATERIAL PAYMENT BOND**

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify and hold harmless the **Village of Dobbs Ferry, AI Engineers, Inc., and AI Engineers, Inc. Dolph Rotfeld Engineering Division**, and any agents, officers, employees and consultants of any of them (individually and collectively referred to herein as the "Indemnified Parties"), free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorneys fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, judgements, 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 (collectively the "Claims") and, without limiting the generality of the foregoing, including but not limited to any and all such Claims 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, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate respond to, and provide legal defense, including appeals, with attorneys acceptable to the Indemnified Parties in their sole discretion, to defend any such Claims at Contractor's sole expense and agrees to bear all other costs and expenses related thereto, even such Claims are groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner, or its employees.

SIGNED AND SEALED this _____ day of _____ A.D. 20 _____

In the presence of:

{ _____ (Seal)
PRINCIPAL

WITNESS

{ _____
TITLE

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between _____, (a corporation organized and existing under the state of

_____) * (a partnership consisting of
_____) * (an individual trading as
_____) * (hereinafter called the "Contractor"
and Village of Dobbs Ferry, New York 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 Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed subject to additions and deduction as provided in the Section-Changes in the work in the General Conditions.

* 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. Details |
| e. Signed copy of Bid, With all attachments required for the Bidding | j. Payment & Performance Bonds |
| | k. Certificates of Insurance |

This Agreement, together with other Documents enumerated in the 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 of Contractor)

Title: _____

Village of Dobbs Ferry, New York

By: _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called the Contractor, and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto _____

(Here insert the name and address or legal title of the Owner)

_____ as Obligee hereinafter called Owner, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____

20__ entered into a Contract with Owner for _____

in accordance with drawings and specifications prepared by _____

(Here insert full name and title)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise shall remain in full force and effect.

- A. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- B. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly
- C. Complete the Contract in accordance with its terms and conditions, or
 - 1. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but the exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereof less the amount properly paid by Owner to Contractor.
 - 2. Any suit under this bond must be instituted before the expiration of two (2) years from the date which final payment under the Contract fails due.
- D. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED AND SEALED this _____ day of _____ A.D. 20_____

In the presence of:

{ _____ (Seal)
PRINCIPAL

WITNESS

{ _____
TITLE

{ _____ (Seal)
SURETY

WITNESS

{ _____
TITLE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined,

in the amount of _____

_____ Dollars (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____,

20____ entered into a contract with Owner for _____

in accordance with the drawings and specifications prepared by _____

(Here insert full name and title)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably for use in the performance of the Contract, then this obligation shall

be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the part to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner which is legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - 2. After the expiration of one (1) year following the date on which the Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and again this bond.

SIGNED AND SEALED this _____ day of _____ A.D.20 _____

In the presence of:

{ _____ (Seal)
PRINCIPAL

WITNESS

{ _____
TITLE

{ _____ (Seal)
SURETY

WITNESS

{ _____
TITLE

SECTION E

SHOP DRAWING SUBMITTAL FORM,
PAYMENT SUBMISSION FORM
& GENERAL RELEASE

SUBMITTAL FORM

SUBMITTALS:

All submittals prepared by or for the Contractor, shall be thoroughly checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's signature certifying that they have been so checked. Before submitting them to the Engineer, all submittals shall be properly labeled and consecutively numbered. **Contractor shall attach this completed sheet to all submittals.** The Contractor shall note, in writing, if there are any deviations from the Contract drawings and specifications.

CONTRACT NO.: _____ DATE: _____

NAME OF PROJECT: _____

SPECIFICATION SECTION: _____

MANUFACTURER: _____

ITEM/MODEL NO.: _____

This document has been reviewed, coordinated and checked for accuracy of content and for compliance with the Contract Documents. The information contained herein has been coordinated with all other Contract Work.

CONTRACTOR: _____

SIGNATURE: _____

DO NOT WRITE BELOW THIS LINE

☐ **NO EXCEPTION TAKEN**

☐ **MAKE CORRECTIONS NOTED**

☐ **REJECTED**

☐ **REVISE AND RESUBMIT**

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for; dimensions which shall be confirmed and correlated at the job site; Fabrication processes and techniques of construction; Coordination of his work with that of all other trades; and the satisfactory performance of his work.

AI ENGINEERS, INC., DOLPH ROTFELD ENGINEERING DIVISION

DATE _____ BY _____

VILLAGE OF DOBBS FERRY
PAYMENT SUBMISSION FORM

PROJECT: _____

BID NO.: _____ **PAYMENT ESTIMATE NO.** _____

DATE: _____

Work Credited Under Unit Prices	
Change Orders	
Total Work Credited To Date	
5% Retained	
Sub-Total	
PREVIOUS PAYMENTS	
TOTAL DUE THIS PAYMENT	

I have reviewed the estimate and certify that the quantities are correct and that I know that there are no claims for additional work.

(CONTRACTOR)

DATE: _____

I hereby certify that the above is the total amount of work completed, and the foregoing payment is due under the contract.

(RESIDENT ENGINEER)

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

(Owner/Contracting Agency)

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

(Owner/Contracting Agency)

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

(Owner/Contracting Agency)

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

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporated seal to be hereto affixed and duly attested by its _____ this _____ day of _____, 20____.

ATTEST:

PRINCIPAL:

PROJECT: _____

PAYMENT ESTIMATE NO. _____

DATE OF ESTIMATE _____

FROM _____

PAGE _____ of _____

TO _____

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY FROM BID	UNIT PRICE	TOTAL	QUANTITY PRIOR TO THIS ESTIMATE	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL VALUE OF WORK IN PLACE

SECTION F

MAINTENANCE BOND

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____
_____ (hereinafter called the Principal)
as Principal and the _____, a _____ Corporation with an
office and place of business for the State of New York at _____, New York,
(hereinafter called the Surety) as Surety, are held and firmly bound unto the _____

(hereinafter called the Oblige) as Oblige in the sum of _____
_____ (\$ _____) DOLLARS,
lawful money of the United States of America, for the payment whereof the Principal and
Surety bind themselves, their successors and assigns, jointly and severally, firmly by
these presents.

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

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

WHEREAS, said Contract provides that the Principal shall guarantee _____

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

Principal

By: _____

By: _____

MAINTENANCE BOND

STATE OF _____)

COUNTY OF _____)

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

NOTARY PUBLIC

SECTION G

WAGE RATES

SECTION H

GENERAL CONDITIONS

GENERAL CONDITIONS

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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 I

101. DEFINITIONS

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

- a. The term "Contract" means the Contract executed by the Owner and the Contractor.
- b. The term "Owner" means the **Village of Dobbs Ferry**, 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 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.
- f. The term "Engineer" means the Engineer of the Project, 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 Dobbs Ferry** 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 work including all survey required and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has received written approval of such Subcontractor from the Owner.
- b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. All subcontractors must have adequate superintendence on the work site when they are performing work.
- c. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- d. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.
- 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 Owner or its 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 the Subcontractors, the locations and measurements that 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 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 envelope 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 of **Dobbs Ferry** Village Hall, and any notice to or demand upon 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 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 quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed without retainage less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner, arising under and by virtue of his Contract, other than such claims, if any as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.
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 interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts of any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. 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.
4. 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 Sub-contractors by the Section entitled, CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

112. CHANGES IN THE WORK

- a. The Owner may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work there from, without invalidating the Contract.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of construction 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 in the applicable unit prices specified in the Contract.
- g. If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - 1. If the change in the work involves additional work, the procedure shall be as follows:
 - (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
 - (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost-Plus Basis. A Cost-Plus Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit as stipulated below:

"Net cost of the work" is defined as (1) gross cost of labor plus (2) net cost of materials plus (3) gross cost of equipment.

- (1) "Gross cost of labor" is defined as the cost of labor plus fringe benefits.

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

"Fringe benefits" are defined as all insurance's, taxes and other benefits for the employee required by law or by union contract. The actual value of such fringe benefits shall be as listed in the New York State Department of Labor for each individual employee used in the work.

(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 escalation allowance from date of signing of the contract for increase in established cost of fuel and lubricants in the work area.

"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 based on the rates published in the "Rental Rate Blue Book" and shall be agreed upon in writing before the work is begun.

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".

The Contractor must provide a certified copy of payroll on a monthly basis.

An allowance of 20% 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 allows 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.

- h. Each Change Order shall include in its final form:
 - 1. A detailed description of the change in the work.
 - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3. Definite statements 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 Owner.
- i. Any 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.
- j. 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 101.f 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.
- k. 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 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 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 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 bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be 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.

116. TERMINATION; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES

- a. Termination of Contract for Convenience: 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 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 changes 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 resale 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 prices 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.

b. Termination of Contract for Cause: In addition, 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:

1. Failure to begin the work under the Contract within the time specified.
2. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
3. Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
4. Neglecting or refusing to remove material rejected as defective and unsuitable.
5. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
6. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
7. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
8. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
9. Making any assignment for the benefit of creditors.
10. Violating any covenants contained in the Contract Documents.
11. 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 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.

- c. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war, National Defense, or any other national emergency.
2. To any acts of the Owner caused by 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 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 "c".

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 the extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

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

120. SHOP DRAWINGS

Shop drawings are required for all manufactured items. In the case of reinforced concrete, details 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. THE CONTRACTOR SHALL SIGN AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE ENGINEER. 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, purchases, 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 that 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

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 Owner. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

- a. Samples. Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall

provide means and assist in the verification of all scales, measures and other devices, which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Owner, unless otherwise specified. All materials being used shall be subject to 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.

- b. **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.

- c. **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.

- d. **Certificate of Compliance.** A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the work and that 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 responsible agent for the prime Contractor, and shall be notarized.

- e. **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 Dept. 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.

The Engineer will reject materials whenever, in his judgment, they fail to meet the requirements of the specifications.

The Owner reserves the right to re-test 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 re-tested, do not meet the requirements of the specifications.

- f. **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 material from the same sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment, within reasonable and practical limits.

3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

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

- g. 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 re-testing 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 water district or company, 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 insure 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 Owner 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.
- d. 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 Owner may act to repair such damage by utilizing its own 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.
- e. The Contractor shall shore-up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before

the commencement of any work. The Contractor shall indemnify and save harmless the Owner and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner and the 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, Dolph Rotfeld Engineering, Division of AI Engineers, Inc. P.C., (the Engineer) and their consultants 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. 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.

127. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, 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 to a condition satisfactory to the Engineer. The cost of all required clean-up shall be included in the various prices bid under this Contract.

128. 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 bench marks set by the Engineer and his own forces. Any replacement or re-establishment 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.

129. INSPECTION/ACCEPTANCE OF THE WORK

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

130. 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 Village of **Dobbs Ferry** having charge of improvements of like character when such improvements are later to be accepted by the Village.

131. INSURANCE

The insurance requirements for this contract are specified in the Insurance Section of this document.

132. 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 to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTEE

Neither the final certificate of payment nor any provisions 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 done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials and 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 year from the date of final payment.

134. 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.

135. RISK OF LOSS

The Owner assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area not 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.

136. 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.

137. 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.

138. SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the Owner 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.

139. CONNECTING TO EXISTING WORK

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

140. 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.

141. ACCESS TO SITE

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 of **Dobbs Ferry** and the Owner and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation.

The Contractor shall be responsible for and reimburse the Owner and others for any and all losses, damage or expense which the Owner and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces 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 insure the Owner 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.

142. INDEMNITY CLAUSE

The Contractor shall sign and be held to Indemnification Agreement in Section D of this document.

143. 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 his 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 may then except the matter in question from the final release.

144. "OR EQUAL" CLAUSE, UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment other than the pumps and VSD units, is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog 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 the Engineer will approve substitute equipment 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.

145. 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 753 - "Construction, Excavation and Demolition Operations at or near Underground Facilities" effective April 1, 1975 and any amendments thereto.

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 the 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. EXISTING UTILITIES, STRUCTURES AND FIXTURES

The Contractor will be required, at no additional expense to the Owner, 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, concrete gutters, guide rails 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.

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.

151. HOURS OF WORK

No work shall be done on the job before 8:00 a.m. nor after 5:00 p.m. unless the Owner 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. Owner will make no additional payment for overtime work under any circumstances unless the Engineer has given a prior written order. The Contractor shall comply with the any municipal Noise Ordinance.

152. EMERGENCY WORK

If in the opinion of the Owner the work is carried on in such fashion that the public safety, private property, or utilities are endangered, or that the work is carried on in such a manner as to create unnecessary inconvenience to the public, the Owner 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.

153. 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

154. 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.

155. 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 Owner, 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 its own forces or another contractor to do the corrective work. The fact that the Contractor has referred 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.

156. 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 the Contractor may, subject to the approval of the Engineer, substitute other similar items whose total value shall equal that of the destroyed one.

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.

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.

SECTION I
INSURANCE

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the **Village of Dobbs Ferry** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
 - a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - b. Public Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
 - (1) Premises - Operations;
 - (2) Any deductibles shall not be the liability of the **Village of Dobbs Ferry, New York**.
 - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
 - (1) Owned automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
 - d. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that the **Village of Dobbs Ferry** is not responsible for the premium.
 - e. Umbrella Liability Insurance Policy - \$5,000,000 single limit endorsed that the **Village of Dobbs Ferry** is not responsible for the premium.
 - f. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Village of Dobbs Ferry**.
 - g. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of

employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.

2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least an A- Best rating.
3. All policies and certificates of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the **Village of Dobbs Ferry, New York** for payment of any premium or for assessments under any form of policy.
 - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Village of Dobbs Ferry, New York**, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the **Village of Dobbs Ferry**.
5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
6. Other coverages may be required by the **Village of Dobbs Ferry** based on specific need.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Dobbs Ferry**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Village of Dobbs Ferry** the Contractor shall promptly obtain a new policy, submit same to the **Village of Dobbs Ferry**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Village of Dobbs Ferry**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
9. The Insurance Policy shall be endorsed to name the **Village of Dobbs Ferry, AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road, Elmsford,**

NY 10523, any directors, officers, employees, consultants, subsidiaries, and affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the **Village of Dobbs Ferry and AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road, Elmsford, NY 10523**, shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.

10. Copies of the insurance policies shall be submitted to the **Village of Dobbs Ferry** attorney and **AI Engineers, Inc., Dolph Rotfeld Engineering Division, 570 Taxter Road, Elmsford, NY 10523**, for approval prior to the signing of the Contract.

SECTION J

SPECIAL CONDITIONS

SPECIAL CONDITIONS

SCOPE

Under the contract for which these specifications are intended, the Contractor shall furnish all labor, materials, equipment and incidentals necessary for the Village-wide CCTV storm drain inspections. Work includes but is not limited to the CCTV inspection of **XX** If of storm drains in the Village, all in accordance with Village specifications and requirements as contained herein in accordance with the Contract Drawings and these Specifications.

The Contractor shall be responsible for coordinating the work with the Village of Dobbs Ferry, clean and restore the site by no later than, **XX**. The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

Any work that is necessary to complete the project, but is not included as a specific item, will be considered as incidental work and no direct payment will be made.

Items of work which are considered incidental include, but are not limited to stakeout and surveying, clean-up, obtaining and complying with permits and codes, coordination with other contractors, governmental agencies and utility companies. Payment for these and other incidental work items will be included in the Contractor's bid price.

LIQUIDATED DAMAGES

The Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of \$900.00 (Nine Hundred Dollars) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

TIME OF COMPLETION:

The Contractor shall provide the required bonds, insurance and other documents as may be required to complete this agreement and sign the Contract within ten (10) business days of notice of award. Work shall commence within ten (10) days after the signing of the contract, and shall be conducted in such a manner as to be completely finished within **ninety (90) calendar days**. In the event that any portion of the contract is stopped by the Engineer due to inclement weather, or any other good and sufficient reason, the contractor will be granted an extension of time equal to the number of working days thereby.

PROJECT SCHEDULE:

Within 7 days after receiving the Notice of Award, the Contractor shall submit to the Owner a reasonable project schedule. The project schedule shall include the time to obtain all materials necessary to perform the project and identify a schedule date for the commencement of equipment installation.

SHOP DRAWING SUBMITTALS

All shop drawings submitted to the engineer shall be accompanied by the submittal form included in Section E of this document completely filled out and signed by the Contractor within ten (10) business days of signing of the contract. The contractor shall note, in writing, if there are any deviations from the Contract drawings and specifications.

COORDINATION OF WORK

It shall be the responsibility of each Contractor to coordinate his work under this Contract with any work being done by others in the vicinity, as well as with the private utilities and the Village of in order that the construction may proceed in an efficient and logical manner.

The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES:

The Contractor will be required to check all dimensions and quantities shown on the schedules given to him by the Owner, and shall notify the Owner of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications and schedules. The Owner will furnish all instructions should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GUARANTEE OF WORK

The contractor shall be responsible for their work for a period of 2 years after acceptance by the Village.

SUBMISSION OF PAYMENT REQUISITION

The Contractors shall submit AIA Form G702 and necessary attachments as well as payment submission forms located in Section E of this contract with Payment Requisitions.

NO SUBSTITUTIONS

The Contractor shall bid the project as specified within this document. The Contractor shall not substitute materials, equipment or procedures from those identified in the specification document.

EXCAVATION 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 753 - "Construction, Excavation and Demolition

Operations at or near Underground Facilities” effective April 1, 1975 and any amendments thereto.

CLEANING FINISHED WORK

After the work is completed, all above grade and below grade structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and left in first class condition ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Owner.

WORK BY OTHERS

It shall be the responsibility of the Contractor to coordinate his work under this Contract with any work being done by others in the vicinity, as well as with the private utilities and the DPW, in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

INTENT OF TECHNICAL SPECIFICATIONS

The Technical Specifications included in this Contract indicate the general requirements for the type and quality of material to be furnished and installed, and work to be performed. The Contractor shall apply the general standards to the specific installations shown on the Contract Drawings. The Contractor shall adhere to the standards indicated in the Technical Specifications, and as ordered by the Engineer.

OSHA REQUIREMENTS

The Contractor shall comply with the latest OSHA confined space entry requirements (29 CFR Part 1910).

The Contractor shall comply with the latest revised OSHA sheeting requirements (29 CFR Part 1926.650, 651, 652).

MAINTENANCE OF 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 bear full responsibility and liability for any and all damages that are the result of any flooding and damages caused by contractor's failure to maintain the existing flows. 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. The cost for providing by-pass pumping shall be deemed included in the bid price for this contract. No separate payment will be made for this work.

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.

EMERGENCY TELEPHONE LIST

The Contractor shall provide to the Owner three-(3) telephone numbers which grant 24 hour, 7 day a week contact with a principal within the Contractor's company and persons that shall be contacted in the event of an emergency. The telephone numbers shall be utilized by the Owner in the event of an emergency situation arising during non-working hours.

PROTECTION OF EXISTING STRUCTURES AND FOUNDATIONS

During construction the Contractor shall be responsible to protect the existing utility poles, buildings, structures and foundations from damage and or collapse. All costs for this shall be deemed included in all items being bid, there shall not be any separate payment. The contractor shall submit for approval a plan for all sheeting and shoring; and underpinning of foundations or structures. The plans shall be signed and sealed by a licensed and registered New York State Professional Engineer. The Contractor shall be responsible for supporting utility poles in compliance with Consolidated Edison and/or other utility company's requirements. The Contractor shall be responsible for any and all damages due to service interruption.

* * *

SECTION K

TECHNICAL SPECIFICATIONS

ITEM 1M - MISCELLANEOUS ADDITIONAL WORK

1M.1. WORK INCLUDED:

- A. Under this item, the contractor shall furnish all labor, material and equipment required to accomplish miscellaneous additional work, necessitated by having encountered, during the course, field conditions of a nature not determinable during design, or for which no unit prices are applicable.

1M.2. MEASUREMENT

- A. Only that miscellaneous additional work shall be performed by the contractor and will be paid as has been authorized by the Engineer in writing, prior to its commencement.
- B. General Conditions, section 112 entitled "CHANGES IN THE WORK" will still apply regarding that the work under the contract may be increased or decreased.

1M.3. PAYMENT:

- A. The total amount paid to the contractor will be determined in accordance with the provisions of Section 112 of the General Conditions, entitled "CHANGES IN THE WORK", and such payment will include only that overhead and profit that is applicable to the work performed under this item.
- B. The value of this item has been set and is provided on the bid sheet. This amount is given for the purpose of canvas, and any bid other than the specified amount will be considered informal.

* * *

9HC & 9HCD - HEAVY CLEANING OF DRAINS AND DEBRIS DISPOSAL

9HC.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to heavy clean the storm drain using mechanical devices capable of removing debris which cannot be successfully cleaned using high velocity water jet equipment, all in accordance with these specifications and as directed by the Engineer. Heavy cleaning shall also include removal and disposal of debris from the cleaned sewers, and by-pass pumping if required. No heavy cleaning method shall be employed and no payment therefore will be made without the express written permission of the Engineer.

9HC.2. METHOD:

- A. In the event jet cleaning described in Item 9TV is not adequate for sewer cleaning additional pass of their equipment or comparable method is necessary, payment will be made under this item. No heavy cleaning method shall be employed and no payment therefore will be made without the express written permission of the Engineer.
- B. This method shall consist of jetting and rodding the sewer line with a power-driven continuous steel rod of sufficient length and gauge and with the proper cleaning beads, augers and root cutters so as to loosen all solids and materials. It shall also provide a means to thread a cable for a power winch. Removal of all solids, materials and other debris by means of a claw-shell type bucket and/or other appliances dragged through the sewer or drain line with power winches of suitable size and horsepower. Brushing of the sewer line with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven with a power mechanism properly sized. All equipment used for cleaning operations, either method, shall be equipment designed to do that type of work that is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. All material removed shall be the property of the contractor.
- C. The contractor is to take care as to not endanger the integrity of the sewer being cleaned.

9HC.3. MEASUREMENT AND PAYMENT

- A. Heavy cleaning of storm drains will be paid under item **9 HC** by the hour or part thereof that the crew has worked as described herein and accepted. Disposal of materials removed during cleaning shall be paid by the ton under item **9 HCD** with tickets verifying proper disposal and weight.

* * *

9TV – CLEANING AND TELEVISION INSPECTION OF STORM DRAINS

9TV.1. WORK:

- A. Under this item the Contractor shall furnish all labor, materials and equipment to clean and television inspect storm drains as ordered by the Engineer. All of the Contractor's personnel shall be thoroughly familiar with all phases of drain line cleaning and inspection to ensure optimum performance without causing damage to the sewers, drains, manholes and other appurtenances. The Contractor shall be solely responsible for preparing and maintaining the drains in a clean condition adequate for television inspection. The Contractor must have a back up camera and or required spare parts and the capability to make repairs to the camera and related equipment on site.

9TV.2. EXPERIENCE:

- A. Drains shall be cleaned and televised by a contractor experienced in televising sewers as specified herein.
- B. If the contractor proposes to sublet any portion of the cleaning or televising of drains, the proposed subcontractor shall be approved by the Owner. No more than 50% of the work can be delegated to a sub-contractor.

9TV.3. EQUIPMENT:

- A. The television camera used for the inspection shall be one specifically designed and constructed for drain inspection. The camera shall be self-propelled by a crawler type tractor. Lighting for the camera shall be sufficient to allow a clear visible picture of the entire periphery of the pipe. Picture quality and definition shall be to the complete satisfaction of the Engineer. The camera shall be capable of panning 360 degrees circumferentially and 270 degrees on the horizontal axis. It must operate under submerged conditions. The camera, television monitor and other components of the video system shall be capable of producing a color picture with minimum of 500-line resolution video picture.
- B. The contractor must also provide a push type camera with the same resolution as described earlier for smaller diameter pipe inspections.

9TV.4. METHOD

- A. Cleaning:
 - 1. All storm drains to be televised shall be sufficiently cleaned to allow visibility of the entire conduit periphery and to permit in-line television inspection of all pipe joints to the satisfaction of the Engineer. All necessary cleaning equipment, personnel and supplies shall be provided by the Contractor. This method shall consist of cleaning and flushing of the lines by means of water

pumped into the line at a high velocity. This shall be accomplished using between 800 pounds per square inch (P.S.I.) and 1,000 P.S.I. of pressure at the pump connected by a high pressure hose to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. **The contractor shall make up to 4 passes with their equipment as part of this item. Any additional cleaning shall be paid for under Item 9HC.** Precautions shall be taken not to flood adjacent properties when using hydraulic cleaning methods. The Contractor shall remove all dirt, debris, roots and other materials at the next manhole downstream of the section of drain being inspected.

B. Material Removal

1. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted. A screen of a suitable size shall be placed in the downstream manhole to prevent unintentional passage of such material into downstream drains.
2. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains or other sanitary sewers.
3. The Contractor shall keep his haul route and work area(s) neat and clean and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this Contract and in accord with applicable law and regulations. The Contractor shall immediately clean up any such spill, or waste. All material removed shall become the property of the Contractor and disposed of in an approved site.

C. Television Inspection:

1. Television equipment shall include the necessary traffic control, positioning of winches and cables, power cable hookup, television camera preparation and the positioning of the camera in the manhole. The Contractor shall be responsible for all setups as required for each drain reach due to obstruction problems encountered in the line.
2. Work will only be allowed beyond normal working hours by permission of the Village.
3. Following the television equipment setup phase, the storm drain lines to be televised shall be visually inspected by means of closed circuit television. The Contractor shall provide all equipment, personnel and supplies necessary for accomplishing the work, but not limited to drain television cameras, television

monitors, videotape recorders, power source, transmission cables and other related appurtenances. The Contractor shall be responsible for removing the equipment from the drains and for all associated drain and restoration repairs necessary as a result of his work. If necessary, the camera shall be removed from the line and the lens cleaned to provide acceptable quality pictures. Picture quality and definition shall be to the complete satisfaction of the Engineer. Fogging conditions in the drain atmosphere shall be limited by introducing forced fresh air into the drain system or by other acceptable methods. All cables attached to the camera must be of sufficient length to ensure the televising of a reach in one continuous operation.

4. The camera shall be moved through the line at a uniform rate, not to exceed one-quarter foot per second by means of a self propelled sled positioned at each manhole. A suitable means of communication shall be established and maintained if remote controlled power winches are not used.
5. The Contractor shall stop the camera at all evident leaks, cracks, separated joints or any other defects, which might permit infiltration of ground water into the drain. The camera must be able to pan 180 degrees both vertically and horizontally.
6. will be responsible for any damages to public or private property due to the malfunction of same.

D. Television Logs and Tapes

1. The Contractor shall provide the Engineer with a typewritten log of all noted deficiencies including a description of the deficiency. Location records shall be kept to clearly define the exact location of the using the Engineers manhole identification system, of each deficiency discovered with television camera. In addition structural and other defects shall be recorded. Copies of all DVDs shall be supplied to the Engineer.
2. Location of points of significance shall be made by means of a measuring device connected to the television equipment. The length shall be accurate to the nearest foot.

9TV.5. MEASUREMENT AND PAYMENT

- A. The quantity for television inspection to be paid under this item shall be the actual number of linear feet of drain televised and accepted, measured along the centerline of the drain televised. If heavy cleaning is required it shall be paid under and as described in Item 9HC Heavy Cleaning.
- B. The payment for this item shall be on a linear foot basis at the unit bid price. It shall include all labor, materials and equipment required to jet clean and television inspect storm drains as directed by the Engineer, satisfactory removal

and disposal of debris cleaned from the drains televised and cleaned and the furnishing the logs and a digital copy on a DVD or Thumb Drive.

C. Payment for cleaning and television of storm drains shall be as follows:

<u>Item</u>	<u>Unit</u>
9TV-8"-16"	L.F. per 8"-16" drain pipe
9TV-17"-23"	L.F. per 17"-23" drain pipe
9TV-24"-35"	L.F. per 24"-35" drain pipe
9TV-36"-49"	L.F. per 36"-49" drain pipe
9TV-50" or larger	L.F. per 50" or larger drain pipe

ITEM 76 - MAINTENANCE AND PROTECTION OF TRAFFIC

76.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to protect and maintain pedestrian and vehicular traffic.

76.2. METHOD:

- A. The Contractor shall maintain and protect traffic by conducting his construction operations so that the traveling public is subjected to a minimum of delay and no hazard.
- B. Procedures to be followed are as outlined herein and as required under Section 619 of the New York State Department of Transportation Specifications, latest edition.
- C. 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 construction. Where directed by the Owner, the Contractor shall provide adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.
- D. In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Engineer, and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour signs posted.
- E. Approved signs in accordance with the New York State Manual of Uniform Traffic Control Devices shall be provided along all streets while work is in progress. 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 normal lanes of traffic shall be restored. Barricades shall be placed wherever the safety of the traveling public requires them, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary, in the opinion of the Engineer or the Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.
- F. All protruding rebar, bolts, rods, etc. must be protected from pedestrian and/or vehicular traffic. Protection Safety caps (i.e. Econo-Guard) must be installed on all exposed ends.

- G. Barricades shall be in accordance with the New York State Manual of Uniform Traffic Devices and shall be lighted as provided therein. On traveled roads, a lighted warning sign is to be placed two hundred (200) feet before the approach of barricades, or as is necessary for safety along the approach line.
- H. 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.
- I. 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. This maintenance shall be included as part of the bid price for this item.
- J. Where steel plating over excavations is required, the plates shall be secured with sufficient spikes and blended into the existing pavement with either keyways or asphalt pavement. There shall be no exposed edges or corners of plates.
- K. If a NYSDOT permit is required for the work under this contract, the Contractor shall inform himself of all the rules, regulations and restrictions set forth by the NYSDOT permit concerning work within their right-of-way. If any of the Contractor's work is performed contrary to such laws, rules and regulations, he shall bear all resulting costs and fines.

76.3. PAYMENT:

- A. Payment for this item shall be included in the lump sum bid price and shall include the cost of furnishing all material, labor and equipment required to provide the proper maintenance and protection of traffic services as described in this specification and as directed by the Engineer.

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