

**SECTION D**  
**AGREEMENT**  
*(Upon award)*  
**FOR**  
**RESTROOM ALTERATIONS**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between \_\_\_\_\_. (hereinafter called the "Contractor") and the Town of North Castle, New York hereinafter called the "Town".

WITNESSETH, that the Contractor and the Town 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 as specified by the Town of North Castle, New York.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in **two (2)** original copies on the day and year first above written.

ATTEST:

\_\_\_\_\_  
(Contractor)

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

Title \_\_\_\_\_

ATTEST

\_\_\_\_\_  
(Owner)

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

Title \_\_\_\_\_

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say that he resides at

\_\_\_\_\_ that he is the \_\_\_\_\_

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me personally came \_\_\_\_\_, to me

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

\_\_\_\_\_  
NOTARY PUBLIC