

**SPECIFICATIONS
FOR
SENIOR CENTER HVAC
VILLAGE OF IRVINGTON
WESTCHESTER COUNTY, NEW YORK**

**PREPARED BY
TIETJEN VENEGAS
68 PURCHASE STREET
RYE, NY 10580**

SEPTEMBER 2021

**NOTICE TO BIDDERS
SENIOR CENTER HVAC
VILLAGE OF IRVINGTON
WESTCHESTER COUNTY, NEW YORK
PROJECT 2021-18
Telephone: (914) 591-4356; Fax: (914) 591-4072**

Sealed proposals for performing the work herein described will be received by the Village Board of Irvington, NY, at the Office of the Village Clerk, Village Hall, 85 Main Street, Irvington, NY 10533, until **November 3, 2021** at 11:00 A.M. Immediately thereafter the bids will be publicly opened and read aloud in the Court Room located in Village Hall at 85 Main Street, Irvington, NY.

The work consists furnishing all labor, materials and equipment necessary to upgrade the HVAC system at the Village of Irvington Senior Center. The work should be performed in accordance with the plans and specifications or as directed by the Engineer. Contract Documents can be obtained from the office of the Village Administrator or from the Village website at WWW.IRVINGTONNY.GOV. **If the Village website is used to obtain documents, the Village Administrator must be notified** at (914) 591-4358, or kbuccheri@irvingtonny.gov, and provided with contact information.

Bids shall be made on the Proposal Forms furnished with the Specifications. Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Irvington, 85 Main Street, Irvington, NY and endorsed "Senior Center HVAC".

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

Brenda M. Jeselnik, Village Clerk/Treasurer
September 28, 2021
Irvington, NY

SECTION B

INSTRUCTIONS TO BIDDERS

DOCUMENTS

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

- a. Specifications
- b. Contract Plans

PROPOSALS

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

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to the Village Board, Village of Irvington, Westchester County, New York and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation shall be affixed under the Bidder's signature. Telephone, Facsimile or Telegraphic Bids will not be accepted.

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

QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out obligations of the Contract and to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal and/or forfeiture of bid security, if applicable.

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

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

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

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

CONDITIONS OF WORK

Each Bidder must be informed fully of conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Drawings and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Engineer for the Village, Tietjen Venegas, 68 Purchase Street, Rye, NY 10580 and to be given any consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Acknowledgment of Addenda shall be noted on the "Bid Form".

BID SECURITY

Bid security not required.

INSURANCE REQUIRED

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

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

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

SECURITY FOR FAITHFUL PERFORMANCE

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

a Certificate of Insurance. The bonds submitted shall, as a minimum address the following:

1. That the company issuing the bond is to be a State of New York Company, with either having filed its Certificate of Incorporation with the State of New York or if a foreign corporation having qualified itself to do business in the State of New York By the New York Secretary of the State;
2. That simultaneously with the proposed bond, the applicant is to submit a current updated financial statement of the issuing bond company, presumably identical to any financial statement filed with the State of New York;
3. The applicant is to submit written proof from a reputable reporting/rating company, (i.e. Moodys, Best, etc.) that the issuing bonding company has a rating as to its financial reliability and credit ability that is satisfactory to the Village Board.

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

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

FORM OF AGREEMENT

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

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The low bidder may or may not include the inclusion of an alternate if applicable. The Village Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Village Board further reserves the right to reject any or all bids.

OWNER

The Village of Irvington, Westchester County, New York.

SALES TAX EXEMPTION

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

REQUIRED SUBMISSIONS

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

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

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

APPROVALS

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

**SECTION C
BID PROPOSAL
SENIOR CENTER HVAC
VILLAGE OF IRVINGTON
WESTCHESTER COUNTY, NEW YORK**

To:

**Village Hall
Village of Irvington
85 Main Street
Irvington, NY 10533**

Bid Submitted By:

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Plans and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Plans and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will commence the work within five days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract.
6. I/We agree that the Owner reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion,

consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
- 8. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy-five (75) calendar days from the date of the opening of bids, and that with said period of seventy-five (75) days, the Village will accept or reject this proposal, or this period may be extended by mutual agreement.
 - 9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
 - 10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
 - 11. I/We hereby agree that I/We accept the unit prices and/or lump sums on the following pages, for the various items of work.
 - 12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

(Legal Name of Bidder)

Date: _____

By: _____ (Authorized Signature)

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

_____	_____
	Signature
_____	_____
	Signature
_____	_____
	Signature

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

Project Name & Location	Approximate Cost	References & Telephone #

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

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

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Date: _____

BID PROPOSAL
SENIOR CENTER
HVAC
IRVINGTON, NY

Name of Bidder _____

Address _____

City, State Zip _____

Telephone: _____

Fax: _____

Email: _____

BASE BID

_____	\$ _____
Total (in words)	Total (in Dollars)

ALTERNATE #1
(1.22 Direct Digital Control BMS)

_____	\$ _____
Total (in words)	Total (in Dollars)

STATEMENT OF NON-COLLUSION

(To be completed by each Bidder)

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

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that _____ be
(Name of Corporation)

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

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
_____ corporation at a meeting of the

Board of Directors held on the _____ day of _____, 20____.

(SEAL OF THE CORPORATION)

(SECRETARY)

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

OFFER OF SURETY

(To be completed by each Bidder)

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

SURETY COMPANY

Signed _____
(Bidder)

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

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

(Bidder's Name) the _____
(Surety Company)

will execute the Surety Bonds as hereinbefore provided.

Signed: _____
Authorized Official, Agent or Attorney

Date: _____

**IMPORTANT: THIS PAGE MUST BE FILLED OUT WHEN CERTIFIED CHECK IS SUBMITTED
IN LIEU OF BID BOND, OR BID MAY BE REJECTED.**



HOLD HARMLESS AGREEMENT

(To be approved by your Attorney)

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

BIDDER/CONTRACTOR (Company Name) _____

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me
this _____ day of _____, 2021

Notary Public

INSURANCE

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

- A. Worker's Compensation and Employer's Liability Policy: Covering operations in New York State. Statutory Workers' Compensation, Employer's Liability and N.Y.S. Disability Benefits Insurance for all employees. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Workers' Compensation must include a waiver of subrogation.
- B. Comprehensive General Liability Policy: With limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:
 - A. Products/Completed Operations.
 - B. Independent Contractors.
 - C. Explosive, collapse and underground losses (x.c.u.).
 - D. Contractual Liability (covering Hold Harmless attached).
 - E. Broad from Property damage liability (including completed operations).
 - F. Personal Injury including hazards i,ii,iii.
 - G. Village of Irvington shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this as to the liability coverage on the certificate.
- C. Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle. Village of Irvington and their agents, officers, directors and employees shall be included as additional insured on the auto policy. Also needs to include waiver of subrogation.
- D. Umbrella Excess Liability: With limits no less than \$5,000,000 each occurrence.
- E. Owner's Protective Liability Policy: With limits no less than \$1,000,000 shall be taken out and maintained during the life of this contract which will protect the owner from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- F. Property Insurance: The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

- G. Contractor's Equipment: The Contractor shall insure all equipment, tools, portable enclosures, and vehicles owned, leased or used by them and shall evidence coverage with a Certificate of Insurance. The Contractor shall hold the evidence coverage with a Certificate of Insurance. The Contractor shall hold the Owner harmless for any loss or damage to such equipment, tools, etc.
- H. Insurance Covering Special Hazards: The following special hazards shall be covered by the Commercial General Liability Insurance and the Umbrella Liability Insurance: Pollution Liability and Environmental Impairment Liability.
- I. All Policies and Certificate of Insurance of the Contractor shall contain the following clauses:
- A. Insurers shall have no right to recovery or subrogation against the Owner, Architect and Construction Manager (including its employees and other agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for my and all losses covered by the above-described insurance.
- j. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Owner. Policies that lapse and/or expire during term of work shall be re-certified and received by the Owner no less than thirty (30) days prior to expiration or cancellation.

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

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

Contractor's Signature

Date

Print Name and Title

CERTIFICATE OF COMPLIANCE
WITH NYS SEXUAL HARASSMENT LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

(Legal Name of Bidder)

Date: _____

By: (Authorized Signature)

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

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

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

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

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

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

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

Print Company Name

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 2021

Notary Public

SECTION D
AGREEMENT
FOR
SENIOR CENTER HVAC
VILLAGE OF IRVINGTON

THIS AGREEMENT, executed in quadruplicate, made this____day of _____ 2021, by and between the Village of Irvington, a municipal corporation with offices at Village Hall, 85 Main Street, Irvington, NY 10533, County of Westchester, State of New York, party of the first part, hereinafter designated the "Village" and_____a business authorized to do business in New York State with offices at_____, party of the second part, hereinafter designated the CONTRACTOR.

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

ARTICLE I - PURPOSE:

The work consists of upgrading the HVAC at the Village of Irvington Senior Center. The project is located at 29 Bridge Street in the Village of Irvington. All work shall be in accordance with the Contract Documents as directed by the Engineer for the Village. Coordination with the Recreation and Parks Department is required and expected throughout the duration of the construction project.

The CONTRACTOR shall furnish all labor, materials, equipment and services, testing and start up to complete all work as required for the completion of this Contract in accordance with the Contract Documents.

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

ARTICLE II - SCOPE:

The Village accepts the CONTRACTOR'S bid proposal dated_____. The work to be done is shown and detailed on the following documents, which are collectively referred to herein as the "Contract Documents":

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

Construction Drawings.

All of the above items are dated _____ unless otherwise noted, and are attached hereto labeled as “_____” prepared by Tietjen Venegas, 68 Purchase Street, Rye, NY 10580”, and made a part of this Agreement.

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

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

ARTICLE III - TIME OF COMPLETION:

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

ARTICLE IV - PAYMENT:

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

accordance with AIA document G702 and G703. The Village is a tax-exempt municipality.

- (d) Vouchers are paid_____monthly and must be received by the Engineer no later than_____days prior to Meetings for payment to be mailed to the CONTRACTOR within_____days of the Board meeting.

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

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

ARTICLE V - COMPLIANCE WITH LAWS AND REGULATIONS:

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

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

AFFIX CORPORATE SEAL

By: _____, Village Administrator

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

NOTARY PUBLIC

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

AFFIX CORPORATE SEAL

By: _____
Contractor _____, President

STATE OF NEW YORK)
) SS.:
COUNTY OF 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 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



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name

and Title:

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

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

SAMPLE

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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



AIA®

Document A312™ – 2010

Payment Bond**CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)***CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)***BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)***SURETY**

Company:

(Corporate Seal)

Signature: _____

Name

and Title:

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

Signature: _____

Name

and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

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

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

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

SAMPLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

SAMPLE

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

FORM OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

Signed, sealed and dated this _____ day of _____, 2021.

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

WHEREAS, said Contract provides that the principal shall guarantee _____

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

Principal

By: _____

By: _____

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 2021 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 F

GENERAL RELEASE

(To Be Submitted With Requisition For Final Payment)

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

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

lawful money of the United States Of America, to it in hand paid

by

(Owner/Contracting Agency)

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

(Owner/Contracting Agency)

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

(Owner/Contracting Agency)

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

dated _____, 2021, any admittance or supplements thereto.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its

_____ this _____ day of _____.

ATTEST:

PRINCIPAL:

AFFIX CORPORATE SEAL

STATE OF NEW YORK)

)

SS:

COUNTY OF 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 and that he signed his name thereto.

NOTARY PUBLIC

SECTION G

STATE PREVAILING WAGE RATES

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

SECTION H
COMPLIANCE WITH THE LABOR LAW
AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with. Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, section 200-e, of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 200-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, his Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION I

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Owner, and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York, rated A or better by Best's, and otherwise acceptable to the Owner.
 - a. Worker's Compensation and Employer's Liability Policy: Covering operations in New York State. Statutory Workers' Compensation, Employer's Liability and N.Y.S. Disability Benefits Insurance for all employees. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Workers' Compensation must include a waiver of subrogation.
 - b. Comprehensive General Liability Policy: With limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:
 1. Products/Completed Operations.
 2. Independent Contractors.
 3. Explosive, collapse and underground losses (x.c.u.).
 4. Contractual Liability (covering Hold Harmless attached).
 5. Broad from Property damage liability (including completed operations).
 6. Personal Injury including hazards i,ii,iii.
 7. Village of Irvington shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this as to the liability coverage on the certificate.
 - c. Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle. Village of Irvington and their agents, officers, directors and employees shall be included as additional insured on the auto policy. Also needs to include waiver of subrogation.
 - d. Umbrella Excess Liability: With limits no less than \$5,000,000 each occurrence.
 - e. Owner's Protective Liability Policy: With limits no less than \$1,000,000 shall be taken out and maintained during the life of this contract which will protect the owner from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
 - f. Property Insurance: The Contractor shall cover materials being installed onsite, in

transit, and/or at any other location.

- g. Contractor's Equipment: The Contractor shall insure all equipment, tools, portable enclosures, and vehicles owned, leased or used by them and shall evidence coverage with a Certificate of Insurance. The Contractor shall hold the evidence coverage with a Certificate of Insurance. The Contractor shall hold the Owner harmless for any loss or damage to such equipment, tools, etc.
- h. Insurance Covering Special Hazards: The following special hazards shall be covered by the Commercial General Liability Insurance and the Umbrella Liability Insurance: Pollution Liability and Environmental Impairment Liability.
- i. All Policies and Certificate of Insurance of the Contractor shall contain the following clauses:

Insurers shall have no right to recovery or subrogation against the Owner, Architect and Construction Manager (including its employees and other agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for my and all losses covered by the above-described insurance.
- j. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Owner. Policies that lapse and/or expire during term of work shall be re-certified and received by the Owner no less than thirty (30) days prior to expiration or cancellation.

SECTION J

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission

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

- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause “f.”, in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- h. The Contractor will include the provisions of clauses “a.”, through “g.” in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner’s representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency’s jurisdictional area).