

VILLAGE OF HAVERSTRAW
ROCKLAND COUNTY, NEW YORK

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SPECIFICATIONS FOR
VILLAGE COMMUNITY CENTER
HVAC IMPROVEMENTS

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VILLAGE BOARD OF TRUSTEES

MICHAEL KOHUT, MAYOR

RAPHAEL BUENO, TRUSTEE

JOEL SANTANA, TRUSTEE

GIL CARLEVARO, TRUSTEE

RICHARD SENA, TRUSTEE

CARMELINA PALUMBO, VILLAGE CLERK AND TREASURER

J. HOOD, JR., VILLAGE ATTORNEY

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MAY 2022
RE-BID JUNE 2022
HAV0244

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BROOKER ENGINEERING, PLLC
74 LAFAYETTE AVENUE
SUITE 501
SUFFERN, NEW YORK

NOTICE TO BIDDERS

VILLAGE OF HAVERSTRAW, NEW YORK

PLEASE TAKE NOTICE that sealed proposals will be received by the Village of Haverstraw, Village Hall located at 40 New Main Street, Haverstraw, New York on or before Wednesday, July 6, 2022 at 12 noon prevailing time, at such time they will be opened and read aloud. Each bid shall be submitted in a sealed envelope clearly stating the contractor's name and address and the project name on the exterior of the envelope entitled:

VILLAGE COMMUNITY CENTER HVAC IMPROVEMENTS

The scope of work for the project consists of the improvements to the Village Community Center HVAC system, located at 50 W Broad Street. The scope includes the installation of one 25-ton packaged gas fired RTU set at grade, associated ductwork, and connection to existing building electrical system to support the new unit.

Also included is all trenching, backfill, piping, concrete pads under the equipment, fencing, pavement repairs concrete walk repairs, topsoil and seed restoration and all components for a complete in place project.

Submittals will be required. The contractor shall be required to coordinate with the utility company to facilitate this work. Start up and testing shall be included in the lump sum price quoted.

The Contract Documents may be examined and copies obtained at the Office of the Village Clerk during usual business hours. Copies of the Contract Documents may be obtained upon payment of a non-refundable fee in the amount of fifty (\$50) dollars for each set. Checks shall be made payable to the Village of Haverstraw. Alternately, a pdf of the contract documents may be obtained by contacting Eve Mancuso, PE at emancuso@brookerengineering.com.

Each proposal shall be accompanied by a certified check, or bid bond executed by a surety company, in the amount of not less than (10) percent of the total amount of the proposal, conditioned that if the proposal is accepted, the bidder will enter into a contract for the work and that he will execute such further security as may be required for the faithful performance of the Contract.

All bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable federal, state and local statutes. Strict compliance with all Federal Labor Standards is mandatory. Minority and Women Owned Businesses are encouraged to submit bids. The successful bidder will be required to comply with all pertinent federal regulations.

The lowest qualified bidder meeting the requirements of the Contract Documents will be awarded the bid.

Statement of Non-Collusion

Bidders on the Contract are required to execute non-collusion bidding certificates pursuant to Section 103d of the General Municipal Law of the State of New York.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facilities, Section 109 and Executive Order 11246. The requirements for Bidders and Contractors under this order, which concerns non-discrimination in employment, are explained in the Contract Documents. Bidders are also required to comply the provisions of Section 291-299 of the Executive Law of the State of New York.

Please take further Notice that The Village Board reserves the right to accept or reject any or all portions of the proposal, and to re-advertise for same, should the best interest of the Village. The Village also reserves the right to reject any proposal that is informal, or waive any informality in the bidding document. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

CARMELINA PALUMBO, VILLAGE CLERK
VILLAGE OF HAVERSTRAW

Dated: _____

TABLE OF CONTENTS

Notice to Bidders

Information to Bidders.....I-1 to I-4

General Provisions.....G-1 to G-8

Scope of WorkS-1

Form of ProposalP-1 to P-4

Non-Collusion Affidavit.....P-5

Corporate Resolution of AuthorityP-6 – P-7

Bidder Qualifications and References... ..P-8

Iran Divestment Act Certification.....P-9

Agreement.....A-1 to A-10

Technical Specifications

HVAC

SECTION 23 05 11 COMMON WORK RESULTS FOR HVAC

SECTION 23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

SECTION 23 05 29 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

SECTION 23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

SECTION 23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC

SECTION 23 09 00 INSTRUMENTATION AND CONTROL FOR HVAC

SECTION 23 09 93 SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

SECTION 23 31 13 METAL DUCTS

SECTION 23 33 00 AIR DUCT ACCESSORIES

SECTION 23 37 13 DIFFUSERS, REGISTERS, AND GRILLES

SECTION 23 37 16 DUCTSOX SKELECORE FTS

SECTION 23 41 00 PARTICULATE AIR INFILTRATION

SECTION 23 74 13 PACKAGED ROOFTOP UNITS

ELECTRICAL

SECTION 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

SECTION 26 05 26 ROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

SECTION 26 05 33 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

SECTION 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS

SECTION 26 28 16 ENCLOSED SWITCHES AND CIRCUIT BREAKERS

SECTION 28 05 13 CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY

Appendix:

1. NYS Prevailing Wage Rate Schedule
2. Davis Bacon Wage Rate Schedule

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CARMELINA PALUMBO, VILLAGE CLERK
VILLAGE OF HAVERSTRAW

Dated: _____

INFORMATION TO BIDDERS

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1. Receipt and Opening of Bids:

The Village of Haverstraw (hereinafter called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the Clerk until 12:00 o’clock P.M., Wednesday, July 6, 2022, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Village of Haverstraw at 40 New Main Street, Haverstraw, New York and designated as bid for:

VILLAGE COMMUNITY CENTER, HVAC IMPROVEMENTS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts: The bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this contract:
- a. Must be acceptable to the Owner.
 - b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting

requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Correction or Withdrawal of bids: Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, correction of bids shall not be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Owner, County or fair competition shall be permitted.
5. Method of Bidding: The Owner invites the following bid type(s): Unit Price and Lump Sum Contracts.
6. Qualifications of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the security deposited with his/her bid.

9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project within consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages the sum of \$ 200 for each consecutive calendar day thereafter as hereinafter provided in the general conditions.
10. Condition of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Eve Mancuso at emancuso@brookerengineering.com, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids, Any and all such interpretations and any supplement instructions will be in form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
13. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
14. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following (if so included):
 - a. Inspection and testing of materials.
 - b. Insurance requirements.

- c. Wage rates.
 - d. Stated allowances.
15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, County law, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
16. Method of Award – Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
17. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

GENERAL PROVISIONS

GENERAL PROVISIONS

G1 - Protecting Existing Structures

The Contractor shall be held responsible for checking the location of all existing surface and subsurface structures for any possible interference. A "Code 53" request shall be initiated, along with all additional on-site investigations for the underground utilities.

During excavation, the Contractor shall take every precaution including hand digging where necessary to avoid any movement of earth or rock that would damage or endanger existing surface or subsurface structures including, but not limited to, gas and water services. The Contractor shall satisfactorily shore, support, and protect any and all pipes, conduits, and structures affected by his work, and shall be responsible for any damage resulting thereto. Any service or utility broken or damaged by the contractor, unless ordered removed, shall be replaced, repaired, or restored to the satisfaction of the Engineer.

During construction, where pipes, conduits, or other structures cross or parallel the structures to be installed under the Contract at such elevations or so close as to interfere with the work or with the structures, the Contractor shall be responsible for supporting and maintaining these structures in service until the Village can arrange for their relocation.

Before beginning any excavation, the Contractor shall give at least 48 hours written notice of his intention to do so to any companies and parties that have any pipes, conduits, poles or other structures which may be affected by such excavations. He shall give such companies and parties' convenient access and every facility for removing, shoring, supporting or otherwise protecting such pipes or structures and for replacing them, as they may deem necessary.

G2 - Protection and Public Safeguards

The Contractor shall confine his operations to the Village property. The Contractor shall be responsible for damages resulting from trespassing upon adjacent lands or damages to adjacent lands or property resulting from action of his agents or his employees. The Contractor shall diligently and promptly report in writing to the Village each such claim of injury or trespass which is asserted.

The Contractor shall conduct the work at all times in such manner that public travel in any area open to such travel shall not be needlessly inconvenienced nor wholly obstructed at any point. The Contractor, as directed, shall build and maintain such temporary passageways and bridges as shall be deemed necessary for convenient access to the various parts of the work, for access to adjacent buildings and properties, and for other necessary purposes incidental to the work. He shall not deprive any person of safe and proper access to buildings or property except with the consent of the occupant and

after due notice to the Engineer. Free access must be maintained to every hydrant, valve box, or valve chamber.

The Contractor shall be responsible for all legal notices to the public and shall provide suitable and legal barricades, red lights, "Danger" or "Caution" signs at all places where the work constitutes in any way a hazard to the public. All barricades and obstructions shall be delineated by lights which shall be provided at all obstructions and shall be kept operable from sunset until dawn, all in accordance with the standards of the "Manual on Uniform Traffic Control Devices".

The Engineer will designate areas, adequate in his judgment, for the use of the Contractor and will provide proper right of access to such areas. If the Contractor desires the temporary use during construction of land or lands to which the Village has no rights, he shall secure written permission from the owners of the land and shall file a duplicate copy of such permission with the Engineer. Land shall not be used or occupied by the Contractor prior to the securing of permission from both the owners and Village.

Any restriction of traffic at any time shall be subject to the approval of the Engineer. The Contractor shall submit a plan showing the stages and methods of procedure to be followed. The approved plan shall be followed unless some unforeseen circumstance may arise that would, in the opinion of the Engineer, require a modification. Any revisions to the approved plan that are required by the Engineer shall not be considered as reasons for any claim by the Contractor for extra payment or extension of time.

Whenever any portion of a roadway or sidewalk is opened up the work to be done must be prosecuted continuously, otherwise the opening shall be decked over in order to minimize interference with traffic and inconvenience to abutting property owners.

Decking shall be of sufficient strength to safely support a minimum live load of 300 psf, a minimum wheel load of 16,000 lbs., and any piece of the Contractor's equipment that may be placed upon it. Decking must be maintained in proper condition for the use of traffic and for access to adjacent properties until it is removed and temporary pavement has been laid. Where steel plates are used, they shall be a minimum of 3/4 inch thick. Edges of plates subject to traffic shall be ramped with bituminous concrete.

The attention of the Contractor is directed to the requirements that approved temporary barricades and fencing around open excavations will be required at night, on weekends, on holidays, and when work is not in progress so as to protect the work and to prevent accidents.

The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefor from the proper agencies. He shall not deprive any building or property of safe and proper access except with the consent of the occupant and after due notice to the Engineer. Free access must be given to every fire alarm box, fire hydrant, valve box, valve chamber, and manhole.

G3 - Drawings and Information to be Furnished by Contractor

The Contractor shall furnish the Engineer with detailed drawings of materials, structures, and equipment, including the names of companies who propose to furnish the same and which are to be incorporated into the permanent construction.

Whenever detail drawings are required of such materials, structures, and equipment, prints of each shall be forwarded to the Engineer with a letter of transmittal, in duplicate, requesting approval. All drawings must be submitted a minimum of ten days before the approvals are required for ordering or installation.

The approval of shop drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any material, structure, equipment, or apparatus unless it passes all the tests and requirements of these Specifications. The approval of shop drawings shall be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for full compliance with the terms of the contract Documents.

The procedure in seeking approval of shop drawings submitted by the Contractor shall be as follows:

a) Four prints of each shop drawing shall be submitted to the Engineer. Drawings shall be submitted at least 10 calendar days before they are required for fabrication of materials.

b) Drawings that are satisfactory to the Engineer will be returned in duplicate, stamped "approved", initialed, and dated.

c) Drawings requiring correction will be returned in duplicate, stamped "approved as corrected", initialed, and dated. The Contractor shall make the required changes and resubmit four corrected copies.

d) Should a drawing be unsatisfactory to the Engineer, it will be returned, stamped "revise and resubmit". All necessary revisions shall be made and the corrected drawings again submitted for approval in quadruplicate.

Shop drawings shall not be submitted piecemeal; each submission shall be sufficiently complete to permit adequate checking.

G4 - Specifications & Standards

Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specifications adopted and

published at the date of advertisement for bids, even though reference has been made to an earlier standard.

Reference to a technical society, organization or body, may be made in the specifications by abbreviation in accordance with the following list:

A.C.I.	American Concrete Institute
A.I.S.C.	American Institute of Steel Construction
A.N.S.I.	American National Standards Institute
A.S.T.M.	American Society for Testing Materials
A.W.W.A.	American Water Works Association
C.I.S.P.A.	Cast Iron Soil Pipe Association
Fed. Spec.	Federal Specifications
A.S.H.T.O.	American Association of State Highway & Transportation Officials
N.E.C.	National Electrical Code
N.E.M.A.	National Electric Manufacturers Association
A.W.S.	American Welding Society
A.W.P.A.	American Wood Preservers Association
S.S.P.C.	Steel Structure Painting Council

G5 - Codes and Specifications

Unless otherwise specified herein, all construction shall conform to the latest editions of the "Building Code Requirements for Reinforced Concrete", American Concrete Institute Publication 318, the New York State Department of Transportation "Standard Specifications", and the American Institute of Steel Construction "Manual of Steel Construction".

G6 - Brands or Equal

Wherever in the Drawings and Specifications a particular brand, make of material, device, or equipment is shown or specified, such materials, device, or equipment is to be regarded as a standard of quality. Any other make or brand which, in the opinion of the Engineer, is equal to the specified item will be accepted. All materials and workmanship shall, in every respect, be in accordance with the best modern practice. Wherever the Contract Drawings, Specifications, or directions of the Engineer admit a doubt as to what is permissible and/or fail to note the quality of the work, the interpretation which calls for the best quality of work is to be followed.

G7 - Care and Protection of Materials

The Contractor shall be solely responsible for properly storing and protecting all materials, equipment, and work furnished under this Contract from theft, vandalism, and the elements between the time such materials and equipment are delivered at the site of the work until final acceptance thereof. He shall, at all times, take necessary precaution

to prevent injury or damage by vandalism or inclement weather to all materials, equipment, or work.

G8 - Duties and Authorities of Owner Representatives

The Engineer, or his authorized representatives, will provide technical services on the project for the Village and shall decide, in all cases, every question relative to the fulfillment of the Contract on the part of the Contractor. Inspectors who are employed by the Engineer shall be authorized to inspect all work done and material furnished on the work under the general direction of the Engineer. Any difference of opinion as to the interpretation of the Specifications, Drawings, or other Contract Documents arising between the Contractor and the inspector will be referred immediately to the Engineer for decision. The Engineer's decision on these matters shall be final and conclusive and shall bind both contracting parties. All instructions necessary to give due and full effect to any of the provisions of these Specifications shall be given by the Engineer. Inspectors will not, in any way, interfere with or attempt to control the organization, methods, or procedures adopted by the Contractor, nor in any way modify or release any provisions or requirements of the Specifications or Drawings, approve or accept any portion of the work, or issue any instructions contrary to the provisions of the Specifications or Drawings.

No suggestions, advice, or the inspection of material or work by the inspectors will be construed as binding by the Engineer on the Village, nor as releasing the Contractor for fulfillment of the terms of the Contract and Specifications. Work not so constructed shall be removed and made good by the Contractor at his sole expense and free of all expense to the Village without reference to any previous oversight or error in inspection.

The Village and its Engineer, inspectors, agents, and other employees, for any purpose, shall have access at all times to the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefor, including ladders and scaffolds.

G9 - Lines and Grades

All work under this Contract shall be constructed in accordance with the existing lines and grades or as given by the Engineer. The Engineer will establish the principal lines and grades required for construction of the project. The Contractor shall check such lines and grades by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies. The Contractor shall, at his own expense, establish all working or construction lines and grades as required in accordance with the base measurements of the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review of the Engineer.

The Contractor shall furnish and maintain, at his own expense, stakes, batter boards, etc., and give assistance, including qualified helpers, as may be required by the Engineer for setting and checking line and grade.

The Contractor shall so place excavation and other materials to cause no inconvenience in the use of the lines and grades given. He shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, re-establish them if disturbed, and bear the entire expense of rectifying work improperly installed due to improper maintenance or protection or for removing without authorization such established points, stakes, and marks.

G10 - Clean Up

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from materials, debris, and rubbish as is practicable and shall remove the aforementioned from any portion of the site if, in the opinion of the Engineer, such materials, debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall specifically comply with the provisions of Section 222-a of the Labor Law concerning prevention of dust hazards in public works.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops and shall restore the site to a neat orderly condition.

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away and he shall remove and promptly dispose of all water, dirt, rubbish, and any other foreign substances.

G11 - Drainage

If it be necessary in the prosecution of the work to interrupt or obstruct the natural drainage of surface water or the flow of artificial drains, the contractor shall provide for the same during the progress of the work in such a way that no damage shall result to either public or private interests.

The Contractor will be held responsible for flooding of neighboring properties from any of his operations and will be held liable for all claims due to flooding.

G12 - Disposal of Construction Materials

All surplus materials and debris from demolition work shall be disposed of off-site at the Contractor's sole expense.

G13 - Hours of Work

All construction activities shall be performed only on week days between the hours of 8:00 A.M. and 5:30 P.M., unless otherwise authorized in writing by the Village.

G14 - Water

The Contractor shall provide, at his own expense, the distribution facilities necessary for drinking purposes as well as water required for work.

G15 - Sanitary Regulations and Provisions

The Contractor shall prohibit and prevent the committing of nuisances on the site of the work or on adjoining property, and shall discharge any employee who violates this rule. Ample washroom and toilet facilities screened from public view, and a drinking water supply, shall be furnished and maintained in strict conformity with State and County health laws by the Contractor for the use of his employees, the Engineer, and inspectors. The Contractor may use the existing sanitary facilities at the existing Village Hall; however, if used, he shall provide cleaning services adequate to maintain these facilities and entry areas in a clean and healthful condition.

G16 - First Aid and Accidents

The Contractor shall furnish and keep upon the site at each location where work is in progress a completely equipped first-aid kit and shall provide easy and ready access thereto at all times when men are employed on the work.

The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage and give full details and statements of witnesses. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Village and the Engineer. If any claim is made by anyone against the Contractor or a subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer and give full details of the claim.

G17 - Accident Prevention

In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of that operation permits. The Contractor shall comply with all regulations of the State of New York Labor Department, the U.S. Dept. of Labor, and U.S. Occupational Safety and Health Agency with regard to these and other matters relating to safe, healthful working conditions.

G18 - Dust Control

The Contractor shall, at his own expense, keep dust under control at all times on all roadways, sidewalks, and other areas adjacent to the work or on the site of the work by the use of self-loading motor sweepers, vacuums, spraying water, and a combination of

these methods at least once a day and at other times when directed, including after working hours, Saturdays, Sundays and holidays.

G19 - Noise Control

The Contractor shall use every effort and means possible to minimize or eliminate noise caused by his operation which the Engineer may consider objectionable. The Contractor shall provide working machinery designed to operate with the least possible noise. Pumps and compressors to be operated at times other than 8:00 A.M. to 5:30 P.M., Mondays through Fridays, inclusive, shall be electrically-operated within 200 ft. of any occupied structure; the air intakes of compressors shall be equipped with silencers; engine-driven machinery, where permitted, shall be equipped with mufflers; and sound insulation enclosures and baffles shall be provided where directed.

G20 - Supervision - Contractor

The Contractor shall keep a competent foreman or superintendent on the job site continuously during the progress of work. The foreman or superintendent shall represent the Contractor in his absence and shall accept all directions given by the Engineer. The Contractor's foreman or superintendent shall coordinate all work and ensure its speedy completion and strict compliance with all Contract Documents.

G21 - As-Built Drawings

At the conclusion of the project, the Contractor shall prepare a set of as-built drawings showing all changes in the construction necessitated by field conditions, as well as all piping and electrical lines as finally installed. As-builts shall be furnished on reproducible drawings supplied by the Village.

G22 - General Provisions - Payment

No direct or separate payment will be made for any work described or required under the various sections of the General Provisions. The Contractor shall have included the cost for all such work in the prices bid for the various items of the Contract as listed in the proposal.

SCOPE OF WORK

SCOPE OF WORK

The scope of work for the project consists of the improvements to the Village Community Center HVAC system, located at 50 W Broad Street. The scope includes the installation of one 25-ton packaged gas fired RTU set at grade, associated ductwork, and connection to existing building electrical system to support the new unit.

Also included is all trenching, backfill, piping, concrete pads under the equipment, fencing, pavement repairs concrete walk repairs, topsoil and seed restoration and all components for a complete in place project.

Submittals will be required. The contractor shall be required to coordinate with the utility company to facilitate this work. Start up and testing shall be included in the lump sum price quoted.

The Contractor shall be required to furnish all labor, materials, equipment, rigging and supervision to construct the various items shown on the contract drawings and described in these specifications.

The Village reserves the right to add to or modify the scope of work as may be in the best interest of the Village. The exact location, type and extent of the work will be as shown in the contract documents and as directed in the field by a Village representative.

The Village may request that certain materials to be removed are to be salvaged and returned to the Village. The contractor shall comply with the Village request at no additional cost to the contract.

The contractor shall be required to secure the work area in a stable and safe manor. There shall be no additional payment for this work.

FORM OF PROPOSAL

FORM OF PROPOSAL

TO: Village of Haverstraw
40 New Main Street
Haverstraw, New York

Pursuant to and in compliance with the invitation to bid and the proposed Contract Documents prepared by Brooker Engineering, PLLC, 74 Lafayette Avenue, Suite 501, Suffern, NY 10901, relating to the construction of:

**VILLAGE COMMUNITY CENTER
HVAC IMPROVEMENTS**

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents, if awarded the bid, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, for the following unit prices:

BASE BID

ITEM #1 ONE 25-TON PACKAGED GAS FIRED RTU SET AT GRADE WITH ASSOCIATED DUCTWORK AND CONNECTION TO EXISTING BUILDING ELECTRICAL SYSTEM – COMPLETE IN PLACE

Unit Price per Lump Sum = \$ _____
Quantity of Item #1 = 1 LS

TOTAL PAY ITEM #1: (Unit Price “times” quantity)

_____ \$ _____
Amount in Words Dollars

ITEM #2 CHAIN LINK FENCE, 6 FT HEIGHT AND (2) 6 FT WIDE GATES

Unit Price per Lump Sum = \$ _____
Quantity of Item #2 = 1 LS

TOTAL PAY ITEM #2: (Unit Price “times” quantity)

_____ \$ _____
Amount in Words Dollars

ITEM #3 BITUMINOUS PAVEMENT RESTORATION, 6-INCH-THICK STONE BASE, 2-INCH-THICK TOP

Unit Price per Lump Sum = \$ _____
Quantity of Item #3 = 1 LS

TOTAL PAY ITEM #3: (Unit Price "times" quantity)

_____ \$ _____
Amount in Words Dollars

ITEM #4 CONCRETE SIDEWALK RESTORATION, 4 INCH THICK, 4000 PSI, 4 INCH STONE, WITH 6 X 6 X 6 WW REINFORCEMENT, INCLUDING SAWCUTTING

Unit Price per Square Yard = \$ _____
Quantity of Item #4 = 2 SY

TOTAL PAY ITEM #4: (Unit Price "times" quantity)

_____ \$ _____
Amount in Words Dollars

ITEM #5 TOPSOIL & SEED, 4 INCH THICK

Unit Price per Lump Sum = \$ _____
Quantity of Item #5 = 1 LS

TOTAL PAY ITEM #5: (Unit Price "times" quantity)

_____ \$ _____
Amount in Words Dollars

TOTAL BASE BID AMOUNT ITEMS 1 through 5

_____ \$ _____
Amount of Bid in Words Dollars

It is understood that the Village Board reserves the right to reject any or all bids and to waive technicalities required in the best interest of the Village Board. The award of contract will be based upon the lowest responsible Base Bid. It should be understood that competency and responsibility of the bidders, engineering and legal evaluation of the proposed bid documents submitted will receive consideration before award of the contract.

B. CONTRACTOR

The Bidder hereby acknowledges the receipt of the following issues of Addenda, if any, distributed by the Consultant.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

C. ADDITIONAL FORMS REQUIRED WITH BID SUBMITTAL:

The enclosed forms must be completed in full and submitted with the bid. Required forms include:

- Non-Collusion Affidavit
- Corporate Resolution of Authority
- Qualifications and References
- Iran Divestment Act Certification

D. TIME OF COMPLETION:

Contractors shall complete all of the work under this contract within a period of 90 consecutive calendar days, delays because of weather and legal holidays excepted, after the date of the official "Notice to Proceed" sent by the Owner to the Contractor.

E. The names of all persons interested in the following foregoing bid as principals are:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full)

SIGN HERE

Signature of Bidder

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Name: _____

Address: _____

Telephone Number: _____

FAX Number _____

E mail Address _____

Date of Proposal: _____

NON-COLLUSION AFFIDAVIT

TO: Village Clerk
Village of Haverstraw
40 New Main Street
Haverstraw, New York

By Submission of the attached bid or proposal, the bidder certifies that:

A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor.

C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.

D. 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 penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf.

Dated: _____

BY: _____

(Title)

(Company)

Sworn to this day of , 2022.

Notary, State of New York

CORPORATE RESOLUTION OF AUTHORITY

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

Village Community Center, HVAC Improvements

The general scope of work for the major items of the project will include the milling and resurfacing of the roads, a portion of the curbs and sidewalks on Hudson Avenue will be removed and replaced, curbs and sidewalks will be constructed on Conklin Avenue, drainage improvements will be constructed on Hudson Avenue and Tor Avenue, ADA ramps will be constructed on all roads as needed. The limits will be marked in the field.

And to include in such bid or proposal the certificate as to non-collusion required in such bid by Section 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 its Board of Directors

held on this ____ day of _____, 2022.

(Seal of the Corporation)

Secretary

Sworn to before me this

_____ day of _____, 2022.

Notary Public

In submitting this proposal for consideration, the undersigned agrees that the site, Drawings, Specifications and Contract Documents as well as all other pertinent data are clearly understood and that there are no areas that require further clarification.

Submitted by _____

(Print Name)

Dated: _____

(Title)

Attachments: Certified Check or Surety Bond
Statement of Non-Collusion
Corporate Resolution of Authority

(Company)

(Street Address)

Sworn to this day of , 2022.

(City, State & Zip)

Notary State of New York

(Telephone Number)

(Fax Number)

(E mail address)

BIDDER QUALIFICATIONS AND REFERENCES

To demonstrate qualification for performing the Work of this Contract, Bidders shall submit written evidence of previous similar experience within the prior 5-year period.

1. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project:\$ _____

2. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project:\$ _____

3. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project:\$ _____

4. Project Name: _____

Type of Work: _____

Contact Person: _____

Contact Number: _____

Cost of Project:\$ _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the Village of Haverstraw (Village) receive information that a person is in violation of the above-referenced certification, the Village will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its 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, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Village reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

AGREEMENT

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the VILLAGE OF HAVERSTRAW, ROCKLAND COUNTY, NEW YORK, hereinafter referred to as the "Village", a municipal corporation, organized and existing under the laws of the State of New York, having its principal place of business at 40 New Main Street, Haverstraw, New York, 10927 and

hereinafter referred to as the "Contractor".

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

ARTICLE I: Work Included.

The Contractor shall furnish all the labor and materials, tools and equipment, of every kind required to construct and complete in the most substantial and workmanlike manner, the construction of the following project:

**VILLAGE COMMUNITY CENTER
HVAC IMPROVEMENTS**

All in accordance with the Drawings and Specifications attached hereto and made a part hereof.

ARTICLE II: Payment.

The Village agrees to pay to the Contractor, pursuant to ARTICLE VIII herein, the total sum due under the lump sum and unit prices stipulated in the Form of Proposal, for the complete performance of the work, as approved by the Engineer.

If the contract was bid as a Lump Sum contract, at the start of the work, the Contractor shall submit a detailed breakdown of the lump sum and unit price bid items for the Contract. This breakdown, modified as directed by the Engineer, will be used as a basis for preparing pay estimates.

On the fifteenth of each month after construction has commenced, the Contractor may prepare an estimate of all work performed during the previous calendar month. Within a reasonable amount of time, the Engineer shall make any corrections based on actual work completed, and with the Contractor's approval, forward the agreed upon partial payment to the respective agencies for payment.

Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate is less than five thousand dollars (\$5,000). No partial payment will be made for any materials or equipment until they are incorporated in the work.

All materials and work covered by partial payments made shall thereupon become the sole property of the Village, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work, or as a waiver of the right of the Village to require the fulfillment of all of the terms of the Contract.

ARTICLE III: Documents Forming Contract.

The Contract (and Contract Documents) shall be deemed to include the Notice to Bidders, Information to Bidders, the Contractor's completed Form of Proposal, the Agreement, the Non-Collusion Statement, the General Provisions, the Technical Specifications, the drawings, any changes to the Contract Documents if the same are issued prior to the date of receipt of proposals, and all provisions required by law to be inserted in the Contract whether actually inserted or not. The scope of these Contract Documents shall not be changed without prior written authorization by the Mayor and Board of Trustees, Village of Haverstraw.

ARTICLE IV: Examination of Documents and Site.

The Contractor agrees that before making his proposal, he has carefully examined the Contract Documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and the labor and materials to be furnished for the completion of this contract, and that this information was secured by personal investigation and research and not from the estimates or records of the Village, and that he will make no claim against the Village by reason of estimates, tests or representations of any officer or agent of the Village.

ARTICLE V: Date of Completion.

The Contractor further agrees that he will begin the work herein embraced within ten (10) working days of the date of the Contract execution, unless the consent of the Village, in writing, is given to begin at an earlier date, and that he will prosecute the same so that it shall be entirely performed and substantially completed within ninety (90) calendar days of the date of the Contract execution.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless established in writing and signed by the Village. Such extensions shall be for such time, and upon such terms and conditions, as shall be fixed by the Village which may include a charge for inspection and engineering expenses actually incurred upon the work at a rate of \$ 200/ day. Notice of application for such extension shall be filed with the Village Clerk of the Village at least 15 days prior to the date of completion fixed by the terms of this contract.

ARTICLE VI: Alterations and Omissions.

The said work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Village, other than the consideration named in this Agreement.

The Village reserves the right at any time during the progress of the work to alter the Drawings, or omit portions of the work as it may deem reasonably necessary in the public interest; making allowances for additions and deductions (at the prices named in the proposal, or on terms mutually acceptable to the Village and the Contractor) for this work without constituting grounds for any claim by the Contractor or allowances for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work actually performed.

ARTICLE VII: No Collusion or Fraud.

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or Proposal submitted by the Contractor for this Contract are named herein, and that no other person other than those mentioned herein has any interest in the above named proposal or in the securing of the award, and this contract has been secured without connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared, and the Contract secured without collusion or fraud and that neither any official nor employee of the Village has or shall have a financial interest in the performance of the Contract or in the supplies, work, or business to which it relates, or in any portion of the profits thereof.

ARTICLE VIII: Final Acceptance and Final Payment.

After the Contractor has completed the required construction and after the Engineer has made his final inspection, and when said final inspection indicates that all work is satisfactorily completed, the Engineer shall so certify to same in writing to the Mayor & Village Board and the date of the final inspection shall be the date of completion of the work under this contract. Payment of the contract price will be made within thirty (30) days after final inspection and the issuance of the Engineer's Certification of Completion.

No money shall be due under this Contract if any lien is filed against the money due. Upon completion of the work, the Contractor shall furnish a complete listing of all subcontractors and material men who have participated on this project, and each named party shall be required to submit an affidavit that they have been paid in full, and that no liens have been, or will be filed against the work on this project. If there are any outstanding liens, the Contractor shall furnish a notarized satisfaction of lien. Prior to final payment, the Contractor shall provide the Engineer with the required Maintenance Bond.

If any lien remains unsatisfied after all payments are made, the Contractor and its surety shall refund the Village all monies that the Village may be compelled to pay in discharging such lien, including costs and reasonable attorney's fee.

Before the final acceptance of the work, and as a prerequisite to the release of the final payment, the Contractor shall secure a written statement from the Village relative to the lands occupied by him, certifying to the satisfactory condition of all restorations.

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Village from all claims and liability to the Contractor for anything done or furnished in connection with this work and for any act or neglect of the Village relating to or affecting the work. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligation under this Contract or under the Performance or Maintenance Bonds.

ARTICLE IX: Right to Suspend Work and Cancel Contract.

It is further mutually agreed that if any time during the prosecution of the work, the Engineer shall determine that the work upon the contract is not being performed according to the Contract, or for the best interests of the Village; that the Board of Trustees of the Village may suspend or stop the work under the Contract while in progress, and that the Board of Trustees shall cause thereupon the work to be completed in such manner as will be in accord with the Contract, and be for the best interest of the Village, or it may cancel the Contract and readvertise and relet same as provided by law.

Whenever the Village determines to suspend or stop work under this Contract, written notice sent by registered mail to the Contractor at his address, and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE X: Removal of Rejected Work and Materials.

The Contractor agrees that all work or material which may be rejected by the Village or its representative, shall be removed at once from the site of work by the Contractor at his own expense, and replaced by work or material satisfactory to the Village.

ARTICLE XI: Insurance.

The Contractor shall procure and maintain at his own expense and without expense to the Village, until the final acceptance by the Village of the work covered by this Contract, liability insurance for damages imposed by law, of the kinds and in the amount as follows: \$1,000,000 per person for bodily injury, \$1,000,000 each accident (aggregate), and \$1,000,000 for each property claim, \$2,000,000 each accident (aggregate).

The Contractor shall also obtain at his sole expense, the statutory limits for Worker's Compensation, said insurance to be procured from the insurance companies authorized to do such business in the State of New York, covering all operations under the contract, whether performed by the Contractor or by any subcontractor and shall maintain such insurance in force for the duration of this Contract. All insurance policies required under this Contract shall include in addition to the Contractor's name, the following named insured parties: The Village of Haverstraw, and the firm of Brooker Engineering, PLLC (Engineers to the Village), Gerard Associates.

Before commencing the work, the Contractor shall furnish to the Village Clerk, a certificate or certificates of insurance, in a form satisfactory to the Engineer and the Village Attorney showing compliance with this Article. All insurance shall be issued by companies authorized to do business in the State of New York who have certificates of solvency, and shall have a thirty (30) day noncancellable clause. In the event of the cancellation, said policy shall be replaced by an equivalent insurance prior to the cancellation date.

ARTICLE XII: Compliance with Laws.

The Contractor shall comply with all the provisions of the Laws of the State of New York and of the United States of America which affect municipalities and municipal contracts and more particularly the Labor Law, the General Municipal Law, the Worker's Compensation Law, the Lien Law, the Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, Department of Labor Occupational Safety and Health Act, Executive Orders, State, Local and Municipal Health Laws, rules and regulations and any and all regulations promulgated by the State of New York and/or amendments and additions thereto insofar as the same shall be applicable to any contract awarded hereunder, with the same force and effect as if set forth at length herein.

The Contractor shall file all required permits and obtain all required inspections as specified herein, and as required by law. All fees for permits or inspections shall either be waived or paid for by the Village.

ARTICLE XIII: Assignments.

This Contract shall not be assigned, transferred, conveyed or sublet by the Contractor to any other person, company or corporation, without previous consent, in writing, by the Mayor and Board of Trustees of the Village of Haverstraw.

ARTICLE XIV: Bonds.

The Contractor shall procure and deliver to the Village, and maintain at his own expense and without expense to the Village until final acceptance by the Village of the work of this contract, the required bond or bonds, including, but not limited to any required cash bond or bonds.

A bid bond in the amount of ten percent (10%) of the work proposed in the Base Bid proposal shall accompany the proposal when submitted. This bid bond shall be in the form of a certified check or surety bond payable to the Village of Haverstraw. Any surety bond shall be conditioned that if the bidder is successful, the surety company will furnish the bidder with a performance and completion bond, as well as a labor and material payment bond, all as described herein below. The bid bonds shall be returned to the unsuccessful bidder(s) within fifteen (15) days after the notification of award, following the opening of bids by the Village Clerk. This bid bond shall be considered to be forfeited in the event the successful bidder does not execute this Agreement within the time period hereinafter stipulated.

The bond shall be used by the Village to the extent required to execute a contract with the next low bidder submitting an acceptable proposal.

Prior to commencing work, the Contractor shall furnish a performance and completion bond and a labor and material payment bond in the full amount (100%) of the Contract price, issued by companies authorized to do business in the State of New York and shall be noncancellable. The performance and completion bond and the labor and materials payment bond shall be considered forfeited in the event the Contractor does not complete the work set forth in the Contract documents, in the manner of, or within the time limit prescribed. The bond shall be used by the Village to complete the outstanding work or to pay the outstanding claims thereof.

Simultaneously with final completion of this Contract, the Contractor shall furnish a prepaid maintenance bond in the amount of fifty (50) percent of the total contract price, which bond shall guarantee that all defects and flaws in workmanship and/or materials included in the work under this Contract shall be corrected at no cost to the Village. The Maintenance bond shall be issued by a surety company satisfactory to the Village, and shall be effective for a period of one year from the date of final acceptance of the entire project, even though portions of the work may have been accepted and placed in service prior to final acceptance of the entire project.

ARTICLE XV: Successors.

This agreement shall bind the successors and representatives of the parties hereto.

ARTICLE XVI: Defense of Actions or Suits.

Neither the Village nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen to the said work, or to any part or parts thereon, or to any materials, building, equipment or other property that may be used or employed therein, nor shall it be in any manner answerable or responsible for any injury done, for damages or compensation required to be paid under any present or future law, to any person or persons whomever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Village or to others, occurring or to others, occurring during, or resulting from the said work. Against all such injuries, damages and compensation, the Contractor shall and will properly guard. The Contractor shall also at all times indemnify and save harmless the Village and its Consulting Engineers, against all such injuries, damages and compensation arising or resulting from the performance of this contract. The Contractor shall carry liability insurance in the sums required under Article XI, for the complete duration of this Contract.

ARTICLE XVII: Verbal Statements Not Binding.

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Engineer or other representatives of the Village, and such statements shall not be effective or be construed as entering or forming part of, or altering in any way whatsoever the written agreement.

ARTICLE XVIII: No Waiver of Rights.

Neither the inspection by the Village or the Engineer or any of its or their employees, nor any order, measurement or certificate by the Engineer, nor any order by the Village for the payment of money, nor any payment for, or acceptance of, the whole or part of the work by the Engineer or the Village, nor any extension of time, nor any possession taken by the Village or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Village, or in any rights for damages herein provided; nor shall any waiver of any breach of this Contract be held to be waiver of any subsequent breach.

Any remedy provided in this Contract shall be taken and construed as in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Village shall be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

ARTICLE XIX: Determination as to Ambiguities, Variances, and Suitability.

In the case of any ambiguity in the Drawings, Technical Specifications, or maps, or between any of them, the matter must be immediately submitted to the Engineer who shall adjust the same, and his decision in relation thereto shall be final and conclusive upon the parties.

All materials supplied under this Contract shall be first-class in every respect and are subject to the approval of the Engineer who shall be the sole judge of their quality and suitability for the intended purpose.

Anything shown on the Drawings and not mentioned in the Technical Specifications, or mentioned in the Technical Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Drawings and the Technical Specifications, the matter shall be submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive and binding on the Contractor; it being understood and agreed that the more stringent interpretation was made by the Contractor in the preparation and submission of his bid.

ARTICLE XX: Notice Procedures.

Any notice from one party to the other, under the Contract, shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party.

All inquiries between parties of this Contract pertaining to details, progress and coordination of the work shall be considered binding only when in writing and directed through the Engineer.

ARTICLE XXI: Arbitration.

Any controversy or claim arising out of, or relating to, this Contract, or the breach thereof, shall at the option of the Village, be settled by arbitration in accordance with the rules of the American Arbitration Association by three (3) arbitrators, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be held in the Rockland County Office Building in New City, New York.

ARTICLE XXII: Statutory Reference.

All provisions of law pertaining to public contracts are considered inserted here by reference, including without limitations, Section 222 of the Labor Law giving preference to citizens of the State of New York, Section 220-e of the Labor Law prohibiting discrimination on account of race, creed, color or national origin, Section 220, Subdivision (a) of the Labor Law pertaining to statements showing amounts due for wages and supplements to be filed and verified and Section 220 of the Labor Law pertaining to hours and wages, and Sections 109 and 103-a of the General Municipal Law. Compliance with all Federal laws and regulations are also considered inserted by reference, as are any included as an appendix to this document.

ARTICLE XXIII: Contract Execution.

The Bidder to whom the award is made shall furnish the Village Clerk, within ten (10) days of such award, an executed Contract accompanied by such certificates of insurance and bonding certifications as required under this Contract. Such certificates shall be considered to be part of the Contract Documents, and carried in full force during the project life, until final acceptance.

ARTICLE XXIV: Labor Standard and Minimum Wages.

Minimum wages to be paid by the Contractor during the term of the Contract shall be the State of New York Department of Labor Wage Rate Schedule and Davis Bacon Wage rates. Wage schedules shall be those in effect as of the date of signing of the Contract, including all subsequent amendments.

IN WITNESS WHEREOF, the said Village of Haverstraw caused its corporation seal to be affixed hereunto, and these presents to be signed by its Mayor, and to be attested by its Village Clerk, both duly authorized so to do; and the Contractor has hereunto caused its corporate seal to be affixed hereunto and these presents to be signed by its _____ and to be attested to by its _____ as both being duly authorized to so do the day and year first above mentioned.

ATTEST:
VILLAGE OF HAVERSTRAW

ATTEST:
CONTRACTOR

BY: _____
Mayor, Village of Haverstraw

BY: _____

(Title)

BY: _____
Village Clerk, Haverstraw

FOR: _____
(Company)

(S E A L)

Notary, State of New York

Dated: _____