

Village of Suffern

GENERAL CONDITIONS/SUPPLEMENTARY CONDITIONS

The General Conditions may refer to conditions not encountered in the Work covered by this Contract. Provisions which pertain to non-existent conditions or conflict with the Detail Technical Specifications or Instructions for Bidders shall be governed by the Detail Specifications and Instructions for Bidders.

1.01 Definitions

Attorney- Attorney for the Village of Suffern, New York.

Engineer- The term "Engineer" shall refer to the Director of Public Works , Village of Suffern 61 Washington Avenue, Suffern New York 10901. Telephone 845-357-2602

General Requirements- References to General Requirements shall mean the Supplementary Conditions or Detailed Technical Specifications as is appropriate for the particular item.

Owner- Village of Suffern, Rockland County, New York.

Provide- The word "provide" shall mean to furnish and install, complete and read for use.

Contractor- Established entity responsible for all aspects of said project.

2.01 Delivery of Bonds and Evidence of Insurance

The bidder to whom the municipality proposes to award the contract shall furnish the bonds in the amounts and in the manner described in the Information for Bidders and the Proposal.

2.02 Contract Time: Notice to Proceed

The Contract Time will commence to run on the tenth (10th) day after the effective date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

5.04 Contractor's Liability Insurance

The limits of liability for insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts of greater where required by law.

5.04.1 and 5.04.2 Worker's Compensation, etc. under paragraphs 5.04.1 and 5.04.2 of the General Conditions:

- (1) State: Statutory
- (2) Applicable Federal: Statutory
(e.g. Longshoreman's)

5.04.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than CONTRACTOR'S employees.

5.04.4 Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or (ii) by any other person for any other reason.

5.04.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from.

(1) Bodily Injury:

\$2,000,000	Each Person
\$4,000,000	Each Occurrence
\$5,000,000	Annual Aggregate, Products and Completed Operations

(2) Property Damage:

\$2,000,000	Each Occurrence
\$5,000,000	Annual Aggregate

(3) Property Damage Liability insurance will provide Explosion, Collapse, Underground coverages where applicable.

5.04.6 Comprehensive Automobile Liability:

(1) Bodily Injury:

\$2,000,000	Each Person
\$2,000,000	Each Accident

(2) Property Damage:

\$2,000,000	Each Occurrence
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The Owner shall be a named insured on all the Contractor's liability policies. The Owner and the Engineer shall also be named as additional insured on the comprehensive General Liability and Comprehensive Auto Liability Insurance. The General Liability Insurance shall include Contractual Liability Insurance to cover the Contractor's obligations under paragraphs 6.19 and 6.20.

5.05 Owner's Liability Insurance

Insurance coverage, naming owner as insured, shall be provided in the same amounts required above for comprehensive General Liability Insurance. All premium cost to be paid by Contractor.

5.06 Property Insurance

Unless otherwise provided in these Supplementary Conditions, the Contractor shall purchase and maintain property insurance upon the work at the site in an amount equal to the bid price of the Contract. This insurance shall include the interests of the Owner, Contractor and Subcontractors in the work, shall insure against the perils of fire and extended covered, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, the Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by the Contractor in accordance with paragraph 5.6 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty days' prior written notice has been given to the Owner.

The Contractor shall purchase flood insurance in an amount equal to be bid price of the Contract.

The Owner shall be named insured on all the Contractor's property insurance policies. The Owner and the Engineers shall also be named as additional insured on the Comprehensive General Liability and Comprehensive Auto Liability insurance. The General Liability Insurance to cover the Contractor's obligations under paragraphs 6.19 and 6.20.

6.01 Supervision and Superintendence

A Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

If the design requires any specific means, methods, techniques, sequences and/or procedures, the Contractor shall be deemed to have familiarized himself with the existing conditions prior to the bid and shall be responsible for the installation in the manner prescribed.

6.06 A Concerning Subcontractors

Within thirty (30) calendar days after Notice of Award, the Contractor must, if available, submit a written statement to the Engineer giving the name and address of all proposed subcontractors. Said Statement must contain a description of the portion of the work and the materials which the proposed subcontractors are to be perform and furnish any other information tending to prove that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents. In any event,

such information will be furnished to the Engineers by less than 30 days prior to the performance of the work by an such subcontractor.

If the Engineer finds that the proposed subcontractors are qualified, he will so notify the Contractor within ten (10) working days after receipt of the aforesaid information. If the determination is contrary, however, the Engineers within such period will notify the Contractor of such determination and the latter, unless he decides to do such work himself and is qualified, in the Engineer's opinion, to do such work, must within ten (10) working days thereafter, submit similar information with respect to other proposed subcontractors. If insufficient information is provided, the Contract will be so advised and the subcontractor will be considered unacceptable until such additional information as is required is furnished and the Engineer be given an opportunity to review same as provided above.

6.06.C Concerning Subcontractors

No Subcontractor shall be permitted to work at the site until (1) he has furnished satisfactory evidence of the insurance required by law; and (2) he has been reviewed by the Engineer.

If for sufficient reason, at any time during the progress of the work to be performed hereunder, the Engineers determines that any subcontractor or sub-subcontractor is incompetent, careless, or uncooperative, the Engineers will notify the Contractor accordingly and immediate steps will be taken by the Contractor for cancellation of such subcontractor or sub-subcontractor. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractors or such sub-subcontractors for loss of prospective profits on work unperformed and/or work unfurnished and a provision to that effect shall be maintained in all subcontracts and sub-subcontracts.

6.10 Taxes

The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials separately sold to the Owner pursuant to the Contract. This exemption does not, however, apply to tools. Machinery, equipment or other property purchases by, leased by or to the Contractor or a subcontractor, or to supplies or materials not incorporated into the completed Project. The Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment, property, supplies or materials.

The purchase by the Contractor of the materials sold hereunder will be a purchase or procurement for resale and therefore not subject to the aforesaid sales or compensating use taxes. With respect to such materials sold hereunder, the Contractor, at the request of the Owner, shall furnish to the Owner such bills of sale and other instruments as may be required by it, property executed, acknowledged and delivered, assuring to it title to such materials free of encumbrances, and the Contractor shall mark or otherwise identify all such materials as the property of the Owner.

The purchase by subcontractor of materials to be sold hereunder will also be a purchase or procurement for resale to the Contractor (either directly or through other subcontractors) and therefore not subject to the aforesaid sales or compensating use taxes, providing that the subcontract agreements provided for the resale of such materials into the permanent construction and that such subcontract agreements are in a form similar to this contract with respect to the separation of the sale of materials from the work and labor to be provided.

6.12 Record Documents

The Contractor shall maintain an accurate set of current contract drawings, prints on which the Contractor has recorded, using colored pencil, in a neat and workmanlike manner, all instances where actual field construction differs from work as indicated on the Contract Drawings as well as the location of underground facilities uncovered during construction. The prints shall be available for the inspection of the Engineer and shall be accurate, detailed and current. These prints shall be turned over to the Engineer at the completion of the work. Details shall be to the satisfaction of the Engineer.

6.17 Shop Drawings and Samples

After checking and verifying all field measurements, and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the acceptance schedule for shop drawing submissions five (5) copies (Unless otherwise specified in the General Requirements) of all shop drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the contract documents with respect to the review of the submission.

Each submittal shall be dated, contain the name of the project, contract number, contract specification item number, names of equipment or materials, and the locations where they are to be installed (if applicable). The Engineer may decline to consider any submission that he does not consider complete and in sufficient detail.

Each submittal shall be accompanied by a letter of transmittal (duplicate) containing the name of the project, the number of drawings, titles and other requirements. The Contractor shall include on the transmittal a complete listing of any departures from the specifications in the submittal, otherwise approval of such submittal shall not be constitute approval of the departure.

When submittal is satisfactory to the Engineers, it will be stamped "Reviewed", dated, and one copy will be returned to the Contractor by mail. Should a minor correctable deviation be not on a submittal, it may be stamped "Furnish As Corrected", with one copy returned to the Contractor by mail. Up to two additional copies will be stamped and so marked if submitted.

Should a submittal be unsatisfactory, one copy will be stamped "Review and Resubmit" or "Rejected" and returned to the Contractor with corrections, changes and/or the reason for the rejection indicated.

The Contractor shall make such changes as are required and resubmit for review by the Engineers until no unacceptable deviations are noted.

In addition to specific references to Shop Drawings, Samples and Certifies required by the Specific Details, the Contractor shall submit shop drawing materials for the pipe and fittings (certifications); valves; manholes and all appurtenances; bedding and fill (certified gradation analysis); landscaping materials; and other items as required by the Engineer.

13.01 Warranty and Guarantee

Neither the final certificate of payment, nor any provision in the contract documents, nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship.

14.02A Application for Progress Payments

The amount retainage with respect to progress payments shall be ten (10) percent .

The Owner shall retain ten (10) percent of the amount of each progress payment until all work covered by the Contract Documents reaches Substantial Completion. After Substantial Completion, the Owner will retain two times the value of any remaining items to be completed as determined by the Engineer.

Title to all materials to be sold by the Contractor to the Owner pursuant to provisions of the Contract Documents shall immediately vest in and become the sole property of the owner upon delivery of such materials to the site. Notwithstanding such transfer of title, the Contractor shall have the sole continuing responsibility to install such materials, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the Owner until such time as the work covered by the Contract is fully accepted by the Owner. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that after title has been passed to the Owner, any of such materials are rejected as being defective or otherwise unsatisfactory, the Contractor must then replace said defective or unsatisfactory materials with other acceptable materials at no additional cost of the Owner.

Material or equipment for which such progress payment has been made shall not be removed from the site, shall be stored until incorporated into the work in a location approved by the Engineer, and shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever, and shall at all times be available for inspection by the Engineer and the Owner.

14.02.C Payment Becomes Due

When correct application is received it shall be submitted to the Owner for payment within ten days and paid by Owner within 30 additional days.

17.07 Wage Rate

The minimum hourly wage to be paid for the various trades employed on the work shall be the prevailing wage as determined by the Division of Wage and Hour of the Department of Labor of the State of New York.

17.08 Wages and Taxes

The Contractor is an independent Contractor and fully responsible for the payment of taxes for social security, unemployment, insurance, federal withholding tax, old age retirement benefits, pensions, annuities and the like, now or hereafter imposed under any State or Federal law which are determined by wages, salaries or other remuneration. Contractor agrees to indemnify and save harmless the Owner and his agents from any such contributions or taxes or liability for payment or failure to pay.

