

**Village of Suffern  
Rockland County, New York  
Contract Documents  
For  
Village Hall Replacement of Boilers Project**

August 2023

**Mayor**

Michael F. Curley

**Board of Trustees**

Jo Meegan-Corrigan

Steven Alpert

Frank Hagen

Angela Denis-Hogue

**Officials**

Melissa Reimer, Village Clerk

Terry Rice, Village Attorney

Charles W. Sawicki, Director of Public Works



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**Village of Suffern  
Village Hall Replacement of Boilers Project**

**INSTRUCTIONS TO BIDDERS**

1. **Proposals**- Proposals must be enclosed in sealed envelopes and marked in accordance with the instructions contained in the "Copy of Advertisement". They will be publicly opened and read at the time and place given in the Advertisement. Bidders or their authorized agents, and other interested parties, are invited to be present.

The Bidder must submit his Proposal on the form provided in the Specifications. All blank spaces must be filled in correctly, in ink. Irregularities in the Proposal, such as omissions, additions, conditions, or alternate bids or irregularities of any kind, may cause rejection of the Proposal.

2. **Scope of Work**- See Project Outline.
3. **Withdrawals of Proposals**- Any proposal may be withdrawn prior to the scheduled time for the opening of proposals. No Bidder may withdraw a proposal within 45 days after the actual date of the opening. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and Bidder.
4. **Competency of Bidders**- No proposal will be considered unless the Bidder shall furnish evidence satisfactory to the Engineers that he has the facilities, ability, experience, and financial resources to fulfill the conditions of the contract. Bidders shall submit with their bid Qualifications of Bidders Form. Approved methods and first-class equipment will be required.
5. **Rejection of Proposals**- The owner reserves the right to reject any and all proposals, and to accept the proposal which is deemed most favorable to the Owner as permitted by Law.
6. **Signature of Bidders**- The firm, corporate, or individual name of the bidder must be signed in ink by the Bidder in the space provided for the signature on the Proposal. Business addresses must be given. In case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized. In case of a partnership, the signature of at least one of the partners must follow the firm name.
7. **Acceptance of Proposals**- The owner will sign the contract with the successful Bidder or will reject all proposals, within forty-five (45) calendar days after the receipt of Proposals.
8. **Computation of Proposal**- In computing their proposals, bidders are not to include the sales and compensating use taxes of the State of New York or for any city and county in the State of New York for any supplies or materials to be sold to the Owner.

In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding. If unit prices are required and there is a discrepancy in the unit prices and extended total, the unit prices shall be binding upon the bidder.

9. Bid Security

- (1) Each bidder shall furnish bid security in the form of a certified check or bid bond in an amount not less than 5% of the amount of the proposal(s) submitted.
- (2) After the opening of bids, the Owner will return the bid security to all but the apparent three lowest bidders. Within five (5) calendar days after the successful bidder has delivered the executed Agreement and required Bonds, or within a maximum of forty-five (45) calendar days after the bid opening date, the Owner will return bid security and the bid security of the remaining unsuccessful bidders.
- (3) If the successful bidder shall fail to deliver a fully executed Contract and the required bonds within a ten (10) day period after receipt of a "Notice of Award", the bidder will be considered in default and the check or bid bond shall be forfeited to the Owner to liquidate damages for delay and additional costs which may be incurred by Owner by reason of such delay.

10. Familiarity with Work- The Bidder is cautioned not to submit a Bid until the plans, specifications, Form of Contract, etc. have been carefully examined. Submission of Proposal will be considered acknowledgement of such familiarity.

11. Laws and Permits- The Bidder is assumed to have made himself familiar with all Federal, State, and Local Laws, Ordinances and Regulations which in any way affect the work. The Contractor will be required to obtain at his own expense all licenses and permits necessary to carry on the work in accordance with the Plans and Specifications.

12. Contractor's Liability Insurance- The Contractor shall secure and maintain such insurance policies as will protect himself and the Owner from claims for bodily injuries, death, or property damage which may arise from operations under this Contract.

The limits of liability shall conform to the amounts listed in the Supplementary Conditions.

Certificates of such insurance shall be filed with Owner and Engineer prior to start of work and shall be subject to approval for adequacy of protection. Said certificates of insurance shall contain a ten (10) days' notice of cancellation in favor of the Owner.

13. Changes in Costs- No claim may be filed by the Contractor for advances in the cost of labor or materials occurring after the submittal of his proposal.

14. Omissions and Errors Prior to Submission of Proposal- Should anything be omitted from the Contract, Drawings, and/or Specifications which in the opinion of the Bidder is necessary for a clear understanding of contemplated work, the Bidder shall promptly notify the Engineer in writing of such omissions or errors before submission of his Proposal. An interpretation of the true intent of the Plans and Specifications will then be given.

If requests for interpretations indicate that the Plans and/or Specifications are incomplete or ambiguous, an addendum correcting such omission will be forwarded by the Engineer to each Bidder before the date for the receipt of bids.

15. Non-Collusive Bidding Certification- All bidders must execute the Non-Collusive Bidding Certification contained herein.
16. Performance and Payment Bonds- The successful bidder will be required to submit with his executed contract Performance and Payment Bonds each in the amount of 100% of the Contract Amount.
17. Surety Company Certificate- Each bid shall be accompanied by a written certification of surety company or companies qualified to do business in New York, who shall at the time of submitting the bid bind itself or themselves on the form herein in the amount of the bid as follows:  
If the contract is awarded to the person or persons submitting the bid, the surety will upon the award become surety (a) for the faithful performance of the work, and (b) for the protection of all persons performing or furnishing labor or furnishing materials for work.
18. No Assignment of Contract- The contract award shall not be assignable, negotiable, or in any respect transferrable; and the Owner shall in no way recognize any such assignment or transfer of either the said contract or monies payable thereto.
19. Wage Rates- Bidders are advised that all provisions of Article 8 (Sections 220-223) of the New York Labor Law as amended under Chapter 565 of the Law of 1997 will apply to this public work contract, including requirements for prevailing wage rates and the submission of certified payroll records (monthly). A copy of the current rates is included in appendix (end) of these specifications.

The applicable rates shall be those required by law and published by the NYS Department of Labor. Bidders are cautioned that rates may change. Bidders shall include in their bids all anticipated labor costs for the legally binding effective rates. No extra payments will be made for failure to include such amounts, even if the applicable rates are higher than those included in these specifications.

In accordance with paragraph "A" of the subdivision 3-a of Section 220 of the New York State Labor Law, the Contractor shall submit, and shall cause each sub-contractor through which the Contractor performs any of its obligations hereunder to submit, to the Owner a transcript of each original payroll issued by the Contractor or the sub-contractor, as applicable, with respect to work performed hereunder. Each such transcript must be received by the Owner within thirty days after the relevant payroll is issued and shall be subscribed by a duly authorized officer for the Contractor or sub-contractor, as applicable, in the following manner:

The undersigned, a duly authorized officer of [Name of Contractor or sub-contractor] does hereby certify as true this transcript of the corporation's original payroll record dated \_\_\_\_\_, for the pay period beginning \_\_\_\_\_ and ending \_\_\_\_\_, and related to all work or materials furnished during such period in connection with the [Identify Contract] , and hereby affirms said transcript as true, under penalties of perjury, pursuant to Labor Law 220(3-1)(a) and Penal law 210.45.

**NOTICE TO BIDDERS  
FOR THE CONSTRUCTION OF  
VILLAGE OF SUFFERN  
VILLAGE HALL REPLACEMENT OF BOILERS PROJECT**

Sealed proposals for performing the work herein described will be received by the Board of Trustees of the Village of Suffern, New York until 3:00 p.m. local prevailing time, Tuesday August 29, 2023, at the office of said Board, Village Hall, 61 Washington Avenue, Suffern, New York 10901, and immediately thereafter the bids will be publicly opened and read aloud.

The project will replace one (1) large steam gas fired boiler and one (1) water gas fired boiler.

Contract Documents may be obtained at the office of the Village Clerk during normal business hours. Copies of 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 Suffern. Alternately, a pdf of the contract documents may be obtained through <https://www.bidnetdirect.com>.

Bids shall be made on the Proposal Forms furnished with the Contract Documents and must be accompanied by a Bid Bond acceptable to the Village of Suffern, or a certified cashier's check drawn on a solvent bank in the amount of not less than 5% of the total amount of the Bid. Checks shall be made payable to the Village of Suffern, New York, and are to be held by the Village as a guarantee for the proper execution and delivery of the Contract and Letter of Credit to secure the faithful performance thereof. In default of such execution and delivery of Contract and Letter of Credit with the above requirements within ten (10) days after the proposal shall have been accepted, the amount of the deposit represented by the check or bid bond shall be forfeited to and retained by the Village of Suffern as liquidated damages.

No Contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or natural origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which employment relates (NYS Labor Law, Article 8, Section 220-e(a)). No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex or natural origin (NYS Labor Law, Article 8, Section 220 e(b)).

The Village of Suffern requires that the Contractor awarded the Contract and any of its subcontractors with subcontractors worth two hundred and fifty thousand dollars or over, have, prior to entering into such Contract or subcontract, apprenticeship agreements appropriate for

this type and scope of work to be performed that have registered with, and approved by, the New York State Commissioner of Labor.

The Board of Trustees reserves the right to select the bid, the acceptance of which in their judgment will best serve the efficient performance and guaranteed completion of the work and to reject any and all bid presented, or to award the contract to other than the low bidder if, in the opinion of the Board, the best interest of the Village may be served thereby, or to accept the whole or any part of a bid or proposal as the same may be modified by mutual consent.

Proposal shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Board of Trustees, Village of Suffern, Suffern Village Hall, 61 Washington Avenue, Suffern, New York and endorsed "Village of Suffern Village Hall Replacement of Boilers Project."

BOARD OF TRUSTEES  
VILLAGE OF SUFFERN, NEW YORK

**Village of Suffern  
Department of Public Works  
Village Hall Replacement of Boilers Project  
August 2023**

**Project Outline**

**Introduction**

The Village of Suffern has been awarded a grant from the Dormitory Authority of the State of New York (DASNY) for the replacement of boilers at Village Hall. The existing large steam gas fired boiler services the majority of the first and second floors of Village Hall. The existing hot water gas fired boiler services a portion of the first floor and the Police Department in the basement.

**Discussion**

This project shall be in compliance with all DASNY requirements.

All wages must comply with New York State Department of Labor Prevailing Wage Rates as well as the U.S. Department of Labor (USDOL) Davis-Bacon and related regulations. (See USDOL website).

The prime contractor and any subcontractor must submit certified payroll documentation with Applications for Payments.

The Village of Suffern has adopted an Apprenticeship Program for Public Works Projects exceeding \$250,000.

**Scope of Work**

The Contractor shall provide all equipment, materials, labor, tools and supervision for the replacement of one (1) gas fired steam boiler and one (1) gas fired hot water boiler located within the basement boiler room of Village Hall, 61 Washington Avenue.

Installations must comply with all local codes, laws, regulations and ordinances, also National Fuel Gas Code ANSI Z 223-1 latest edition.

Installations must conform to Standards for Controls and Safety Devices for Automatically Fired Boilers, ANSI/ASME CDS-1.

### Steam Boiler

- Disconnect and demolish existing steam boiler, breaching and pump skid. As well as boiler room condensate piping.
- All demolished equipment, material and associated debris to be removed from site and properly disposed of.
- Furnish and install one (1) new natural gas cast iron steam boiler and burner- Well McLain LGB Commercial Gas Boiler 2080 MBH Natural Gas, Model LGB-17-S or approved equal. Including all associated piping, electric, required control and all miscellaneous items required for a complete and comprehensive installation.
- Furnish and install one (1) new condensate tank and pump skid, replace boiler room condensate piping.
- Connect new boiler to a new welded steam header and condensate returns.
- Connect to existing gas, water, electric and chimney as required.
- Start up and test.

### Hot Water Boiler

- Disconnect and demolish existing hot water boiler.
- Furnish and install one (1) new natural gas hot water boiler and burner- Well McLain CGI Gas Fired Hot Water Boiler Model CGa-4-PIDN-85K BTU Chimney Vent or approved equal. Including all associated piping, electric required controls and all miscellaneous items required for a complete and comprehensive installation.
- Furnish and install one (1) new in-line boiler expansion tank.
- Connect to existing gas, water, electric and chimney as required.
- Start up and test.

**PROPOSAL FORM**

Village of Suffern

Rockland County, New York

Village Hall Replacement of Boilers Project

August 2023

Board of Trustees  
Village of Suffern  
61 Washington Avenue  
Suffern, New York 10901

Dear Village Board:

The undersigned having examined the specifications, related documents and the site of the proposed work, and being familiar with the conditions surrounding the installation of the proposed system, including the availability of materials and labor, hereby propose(s) to furnish all labor, materials, and supplies and to install the system in accordance with the contract documents and within the time set forth therein for the sum(s) set forth in this Proposal as follows:

“Village Hall Replacement of Boilers Project” for:

Base Bid

\_\_\_\_\_

\$ \_\_\_\_\_

(Amount in word included allowances)

(Figures)

Payment for various items will be made on either a “Lump Sum” or “Unit Price” basis as indicated. Bidders are required to ascertain for themselves the quantities of all items bid as “lump sum” by a survey of the site and an examination of the Plans and Specifications before submission of bids. Lump Sum prices will be considered full payment for all work included in the item for which Lump Sum is bid in accordance with the Plans and Specifications. Payments for items listed as “unit price” will be made on a basis on the actual quantities provided based on field measurements of work performed.

Bidder has attached hereto an executed copy of the Non-Collusive Bidding Certification and acknowledges the requirements for prevailing wage rates.

Bidders shall enter bid prices, both in figures and in words. In case of any difference between the unit price figures and words, the latter will be accepted as the correct bid price.

The undersigned further agree(s) to enter into a contract to execute the work and furnish the equipment as stipulated in the Specifications and the requirements of the Village of Suffern within (10) ten days after acceptance of this Proposal. In default of compliance with any of these conditions on (my) (our) part, the Certified Check, Cashiers Check or Bid Bond hereto attached shall at the option of the Village Board, become the property of the Village of Suffern, as liquidated damages and not be construed as a penalty for such default, otherwise said check or Bid Bond is to be returned to (me) (us).

Bidder agrees that he will commence the work on or before the date specified in the Notice to Proceed or within the time specified in Article 2 of the General Conditions and that it will be substantially completed within 60 calendar days and finally completed and ready for final payment in accordance with Article 14 of the General Condition within 90 days after the date when the Contract Time commences to run. Contract time for substantial and final completion shall commence to run as provided in Article 2 of the General Conditions.

Bidder agrees that he will commence the work on or before the date specified in the Notice to Proceed within the time specified in Article 2 of the General Conditions and that it will be substantially completed within 60 calendar days and finally completed and ready for final payment in accordance with Article 14 of the General Conditions within 90 days after the date when the Contract Time commences to run. Contract time for substantial and final completion shall commence to run as provided in Article 2 of the General Conditions.

The Village Board may retain from the monies that are or which may become due, an amount of Two Hundred (\$200.00) Dollars for each calendar day, excepting Sundays and Legal Holidays, that the substantial completion or final completion may be delayed beyond any of the periods stipulated above, as liquidated damages and not as penalty.

The undersigned has directed any questions for the interpretation of the Contract Documents to the attention of the ENGINEER and acknowledges the receipt of the following addenda:

Addendum Number

Date of Addendum

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The undersigned further agree(s) to furnish all Certificates of Insurance of the required amounts, within ten (10) days after acceptance of the Bid, and keep such insurance in force for the full time until completion of the work. Contractor shall hold harmless the Village Board and their agents in the event that any claims, demands, actions, etc. ensue because of injuries, etc. including full responsibility for defending same.

Address:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Village of Suffern in penal sum of five percent of the bid amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ of \_\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to the Village of Suffern a certain Bid, attached hereto, and made a part hereof, to entire into a contract in writing for Village Hall Replacement of Boilers Project.

**NOW THEREFORE:**

- (A) If said Bid shall be rejected, or in the alternate,
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the Village Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHERE OF, the Principal and the Surety have set their hands and seals, and such of them as are corporations having their corporate seals to be hereto affixed and these presents to be signed by their proper corporate officers, the day and year first set forth above.

Principal:

\_\_\_\_\_ (L.S.)

Surety: \_\_\_\_\_ By: \_\_\_\_\_



**Village of Suffern**  
**Village Hall Replacement of Boilers Project**

**NON-COLLUSIVE BIDDING CERTIFICATE**

General Municipal Law 103-d

- (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 with 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) A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designees, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (1) has published price lists, rate or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same time prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature



## **AGREEMENT**

### **Village Hall Replacement of Boilers Project**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between The Board of Trustees of the Village of Suffern (hereinafter called OWNER) and \_\_\_\_\_(herein after called CONTRACTOR). OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **Article 1. WORK**

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The Work is general described as:

Village Hall Replacement of Boilers Project

#### **Article 2. ENGINEER**

These Project Bid Documents have been prepared by the Department of Public Works, Village of Suffern, The Director of Public Works, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

#### **Article 3. CONTRACT TIME**

3.1 CONTRACTOR agrees that he will commence the work on or before the date as specified in the Supplemental Condition SC-2.02 and that it will be fully completed within the time specified in the Proposal Form.

##### **3.2 Liquidated Damages**

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the amount specified in the Proposal Form for each day that expires after the time specified in paragraph 3.1 until the Work is fully complete.

#### **Article 4. CONTRACT PRICE**

4.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents the Lump Sum and Unit Price amounts stipulated in the attached BID FORM for quantities of work performed in accordance with the Contract Documents.

#### Article 5. PAYMENT PROCEDURES

Contractor shall submit an application for Payment upon completion of the work. Payment will be made as described in Article 15 of the Standard General Conditions.

#### Article 6. DELETED

#### Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to entire into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work locality and with all local conditions and Federal, State and Local Laws.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar date are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and date with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made as part hereof and consists of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement
- 8.3 Letter of Credit and other Bonds where applicable
- 8.4 Notice to Award
- 8.5 General Conditions
- 8.6 Supplementary Conditions
- 8.7 Specifications bearing the title:  
"Village of Suffern, Rockland County, New York, Contract Documents for  
Village Hall Replacement of Boilers Project."
- 8.8 Drawings with each sheet bearing the following general titles:  
Village of Suffern, Rockland County  
Village Hall Replacement of Boilers Project
- 8.9 Addenda
- 8.10 CONTRACTOR'S BID
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.12 Any Modification, including Change Orders, duly delivered after execution of  
Agreement
- 8.13 Notice to Bidders, and Information for Bidders.

There are no Contract Documents other than those listed above in Article 8.

Article 9. MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies may become due and or that are due may not be assigned without such consent (except to the extent the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreement and obligations contained in the Contract Documents.

9.3 No Delay Claims will be entertained. All Change Orders must be in writing and be signed by the Mayor prior to any additional work being commenced.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER.

This agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_

OWNER Village of Suffern Board of Trustees

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

(Corporate Seal)

Attest \_\_\_\_\_ Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

A \_\_\_\_\_ hereinafter called Principal,  
(Corporation Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$( \_\_\_\_\_ ) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and  
severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract  
with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
a copy of which is hereto attached and made a part of hereof for the constrictions of:

Village Hall Replacement of Boilers Project

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions, and agreement of said contract during the original term thereof, and any  
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and  
during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such  
contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it  
may suffer by reason of failure to do so, and shall reimburse and repay the OWNNER all outlay and  
expense which the OWNER may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or additions to the terms of the contract or to WORK to be  
performed there under of the SPECIFICATION accompanying the same shall in any wise affect its  
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,  
alteration or addition or the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (Number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness to Surety)  
\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
Attorney-in-Fact  
\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

A \_\_\_\_\_ hereinafter called Principal,  
(Corporation Partnership or Individual)

and \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$( \_\_\_\_\_ ) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and  
severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract  
with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
a copy of which is hereto attached and made a part of hereof for the constrictions of:

**Village Hall Replacement of Boilers Project**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishings for or performing labor in the persecution of the  
WORK provided for in such contract, and any authorized extension or modification thereof, including all  
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and  
tools, consumed or used in connection with the construction of such WORK, and all insurance premiums  
on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise,  
then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or additions to the terms of the contract or to WORK to be  
performed there under of the SPECIFICATION accompanying the same shall in any wise affect its  
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,  
alteration or addition or the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (Number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness to Surety)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**Qualifications of Bidders**

**All Bidders must fill in these items completely.**

1. Previous work of similar nature completed within the past five years:

A. Owner \_\_\_\_\_ Phone No. \_\_\_\_\_  
Business Address of Owner \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_  
Date of Award \_\_\_\_\_ Date of Completion \_\_\_\_\_  
Name, Address and Phone No. of Owner's Engineer or Supt. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Owner \_\_\_\_\_ Phone No. \_\_\_\_\_  
Business Address of Owner \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_  
Date of Award \_\_\_\_\_ Date of Completion \_\_\_\_\_  
Name, Address and Phone No. of Owner's Engineer or Supt. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Owner \_\_\_\_\_ Phone No. \_\_\_\_\_  
Business Address of Owner \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_  
Date of Award \_\_\_\_\_ Date of Completion \_\_\_\_\_  
Name, Address and Phone No. of Owner's Engineer or Supt. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Volume of work of similar nature within the past five years \$ \_\_\_\_\_

3. Volume of work of similar nature currently under contract \$ \_\_\_\_\_

4. List of Equipment required for this job which you now own \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. General Business References (List two or three):

<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
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A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

6. Bank Reference (Name, Address, Phone No.): \_\_\_\_\_

7. Number of **permanently employed** persons in your organization: \_\_\_\_\_

## 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 (10<sup>th</sup>) 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 says 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 will 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.

