

INCORPORATED VILLAGE OF FLORAL PARK

Nassau County, NY

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Gerard M. Bambrick, Village Administrator
Darlene Lanza, Deputy Village Administrator
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Request for Bids
Bid Package and
Project Specifications

VFP 2024-01
ON CALL TREE REMOVAL AND PRUNING SERVICES

TULIP AVENUE, FLORAL PARK

AUGUST 2024

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ADVERTISEMENT FOR BIDS

INCORPORATED VILLAGE OF FLORAL PARK ON CALL TREE REMOVAL AND PRUNING SERVICES

Sealed Bids for **ON CALL TREE REMOVAL AND PRUNING SERVICES** will be received by the Village Administrator of the Incorporated Village of Floral Park, located at Village Hall, 1 Floral Boulevard, Floral Park, New York, until **10:00 a.m.** (Local Time), on **Tuesday, August 27, 2024** and then at said office, publicly opened and read aloud.

Complete digital sets of bid documents containing the Advertisement for Bids, Instructions to Bidders, Bid, Agreement, General Conditions and related documents may be obtained on or after Friday, August 9, 2024. Documents can be viewed or downloaded from the Village website at: <https://fpvillage.org/village-wide-bids/>

All bidders are required to register by emailing their intent to bid to Bids@FPVillage.org to ensure receipt of all necessary information, including bid addenda. All bid addenda will be transmitted to registered plan holders via email and will be available on the Village website.

The Bidder to whom the Village proposes to award the Contract will be required to furnish performance and payment bonds and the necessary insurance certificates as prescribed in the General Conditions and the Supplementary Conditions upon the execution of the Agreement. Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the prevailing wage rates to be paid under the contracts.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The Village reserves the right to reject any or all of the Bids received, to re-advertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the Village decides to be for the best interest of the Village.

By Order of The Incorporated Village of Floral Park

Gerard M. Bambrick
Village Administrator/Treasurer
August 9, 2024

IB - INSTRUCTIONS TO BIDDERS

IB 01 - PROJECT IDENTIFICATION

On Call Tree Removal and Pruning Services

The Village of Floral Park is seeking qualified contractors to bid on Tree Pruning and Removal Services. This is a requirements contract. There are no minimum mandatory purchases or service requirements. The Village reserves the right to award in whole, in parts or not at all, whichever is in the best interests of the Village. The Village reserves the right to award to a primary and a secondary vendor at its sole discretion. Secondary vendors shall be used when the primary vendor is unavailable or unable to complete the project within the allowable timeframes. The Village reserves the right to use both primary and secondary vendors during emergencies, including during or after severe weather patterns including storms, hurricanes, tornadoes, flooding, or other any other circumstances that require an immediate need for the services.

The Village will award the bid to the lowest responsible bidder, taking into consideration the best value to the Village and will consider the following in awarding the contract to the successful bidder:

1. The ability of the company as evidenced by its experience, reputation and clients.
2. The ability of the company to meet its contractual obligations to provide the services set forth in the proposal.

The Agreement may be canceled at the Successful Bidder's expense upon non-performance or poor performance of contract on ten (10) calendar days' written notice from the Village to the Successful Bidder.

IB 02 - BID DOCUMENTS

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. General Conditions
- D. Special Conditions (When applicable)
- E. Specifications
- F. Drawings (When applicable)
- G. Modifications (When applicable)
- H. Addenda (When applicable)
- I. Bid Forms, Bonds and Affidavit's
- J. Sample Agreement
- K. Addenda

Failure to comply with any of the following instructions shall constitute cause for which the bid may be rejected.

IB 03 - FORM

Each proposal shall be made on the "Bid Form" attached hereto and shall remain attached hereto as one of the bid documents and shall be submitted in a sealed envelope bearing the title of the work and the name of the bidder. The proposal shall include a sum to cover the cost of all items included in the bid documents and shall be identified by the name of the person, firm or corporation, with the authorized signature thereto.

IB 04 - DELIVERY OF PROPOSALS

Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that the proposal is received in the proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

IB 05 - BID BOND

Not Required

IB 06 - FEES FOR BID DOCUMENTS

Fees for bid documents, if required, are as indicated within the Advertisement for Bids.

IB 07 - QUALIFICATIONS OF BIDDERS

Qualification and/or Financial statements are not expected as part of contractors' proposal packages. However, prior to selection, the Village may require the contractor to submit the New York State Vendor Responsibility Questionnaire, credit reports and letters from bank and/ or suppliers. Any financial statements delivered are considered confidential by the Village and will be destroyed when they are no longer needed.

The Village reserves the right to make such investigation as may be deemed necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the Village, on request, all data and information pertinent thereto. The Village reserves the right to reject any bid if such investigation fails to satisfy the Village that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of nor shall any right title, or interest therein, nor the power to execute such contract, to any other person, company or corporation unless approval is first obtained in writing from the Village. Should the contractor without the previous written consent of the Village, assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest therein, or his/her power to execute such contract, to any other person or corporation, the Village shall revoke and annul this contract, and the Village, its officers, boards or agencies shall be relieved and discharged from any liability and obligations growing out of this contract to such contractor, and to the person or corporation to which this contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his/her assignees, transferees, or sub lessee shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his/her employees. This provision shall not hinder, prevent or affect assignment by such contractor for the benefit of his/her creditors, made pursuant to the laws of New York.

IB 08 - EXAMINATIONS OF BID DOCUMENTS AND FAMILIARITY OF SITE

Before submitting a proposal, all bidders shall carefully examine the drawings, specifications and other bid documents, shall visit the site of the proposed work, and shall become fully informed of conditions and limitations associated with fulfilling the requirements of the Contract.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations as may be expected of a reasonably prudent

bidder, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the bid documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

IB 09 - INTERPRETATIONS OF DOCUMENTS

If any prospective bidder is in doubt as to the true meaning of any of the bid documents or finds discrepancies therein or omissions there from, he/she may submit to the Village written request for an interpretation thereof. The requester is responsible for timely communication. Any interpretation or correction of the documents will be made only by addendum duly issued, and a copy of the addendum will be available to each person registered to receive the bid documents. Neither the Village nor the Architect/Engineer will be responsible for any other explanations or interpretation of these bid documents.

All inquiries or bid clarification questions shall be submitted in writing by email to The Village of Floral Park, bids@fpvillage.org no later than end of day August 22, 2024.

IB 10 - ADDENDUM

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date, and signature of person signing the proposal.

IB 11 - MODIFICATIONS

Proposals shall not contain any recapitulation of the work to be done. Modifications, exceptions or oral proposals will not be considered.

IB 12 - CORRECTIONS

Erasures or other corrections in the bid proposal must be initialed by the person signing the bid proposal.

IB 13 - WITHDRAWAL

Any bidder may withdraw his/her proposal, either personally or by written request, at any time prior to 1 minute before the scheduled closing time for receipt of proposals. If a contract is not awarded within 45 days after opening of the bids, all bidders may withdraw their proposals by written notice.

IB 14 - CONTRACTOR'S WORK CAPABILITY

The bidder, firm or corporation must be capable of performing the work required in the Contract and shall perform a substantial portion thereof with his/her own resources.

Before executing any subcontract, the successful bidder shall submit the name and qualifications of any proposed subcontractor for prior approval by the Village Administrator.

IB 15 - MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to make more than one proposal for the same work, unless

alternate proposals are called for. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

IB 16 - COLLUSIVE AGREEMENTS

Each bidder submitting a bid to the Village for any portion of the work contemplated by the bid documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any bid submitted.

IB 17 - PERFORMANCE BOND & LABOR & MATERIALS BOND

The successful bidder, simultaneously with the execution of the Contract will be required to furnish a faithful performance bond in an amount not less than one hundred fifty thousand dollars (\$150,000) and a labor and materials payment bond (for payment of all persons performing labor of furnishing materials in connection therewith) for not less than one hundred fifty thousand dollars (\$150,000). Said bonds to be issued by a Surety Company acceptable to the Village or securities approved by the Village and in a form satisfactory to the Village and covering all points in this agreement, bearing the date herewith and forming part of this Contract. All bonds shall be issued by a Surety Company listed as a New York State Admitted Surety Company.

IB 18 - AGREEMENT

The bidder whose proposal has been accepted will be required to submit required executed Surety Company bonds & insurance coverage; and execute the Contract within ten (10) days from the date of the service of a notice delivered to him/her in person or mailed to the address given in the proposal, that the Contract has been awarded to him/her. In case of failure to execute the contract (including the required bonds and insurance) within the time stated, the bidder shall be deemed to have abandoned the Contract, and the amount of the bid deposit made by the bidder will be forfeited and retained by the Village as liquidated damages. The Agreement Form is attached.

IB 19 - GUARANTEE

The successful bidder will be required to guarantee the work for a period of one year from the date of final acceptance, against any and all omissions and defects, which may develop or require attention as a result of his/her performance of the Contract.

IB 20 - NOTE

The Village Board reserves the right to reject any and all bids and to waive any informality in the bids received, and to accept the bid most favorable to the interest of the Village, after all bids have been examined and checked.

GC - GENERAL CONDITIONS

GC 01 - DEFINITIONS

- A. ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God.
- B. ARCHITECT OR ENGINEER: is the Architect or Engineer named in the Contract Documents or a representative duly authorized to act for the Village.
- C. CONTRACT is the agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto.
- D. CONTRACT DOCUMENTS shall mean the Legal and Procedural Documents, General Conditions, together with the modifications thereof, the worded details on drawings, specifications and all addenda thereto.
- E. CONTRACTOR is the Contractor named in the Contract Documents.
- F. ESTIMATED AMOUNT: The estimated unit quantities as compiled and shown on the Proposal sheet are subject to field determination and measure, and may either be more or less than the estimated amount. The amounts to be paid for shall be an amount computed by multiplying the prices bid for each unit by the number of actual units used or installed, as certified by the Architect/Engineer.
- G. PROPOSAL GUARANTY: The certified check or Bidder's bond accompanying the Proposal submitted by the Bidder, as a guaranty that the Bidder will enter into a Contract with the Village for the construction of the work, if the Contract is awarded to him/her.
- H. PROPOSAL: The offer of a Bidder to perform the work described by the Bid Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- I. SPECIFICATIONS shall mean the Legal and Procedural Documents, General Conditions, together with the modifications thereof, the worded details on drawings, specifications and all addenda thereto.
- J. SUBCONTRACTOR is any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material.
- K. SURETY is the person, firm or corporation who executes the Contractor's Bonds.
- L. UNIT PRICING If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Village, such unit pricing is obviously erroneous.
- M. VILLAGE: is Incorporated Village of Floral Park, Nassau County, New York.

- N. WORK: The term “Work” as used herein, refers to work at the site of the project, that is normally done at the locations of the project, and includes all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the carrying out and completion of this Contract.
- O. WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation at the last business address of such known to him/her who serves the notice.

GC 02 - MATERIALS AND WORKMANSHIP

- A. MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective Specifications. All materials not specifically indicated to be furnished to the Contractor should be furnished by the Contractor.
- B. STORAGE OF MATERIALS: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under secure cover at locations approved by the Architect/Engineer. Stored materials shall be located so as to facilitate prompt inspection. Said materials and damages resulting there from shall at all times be the responsibility of the Contractor. Private property shall not be used for storage purposes without the written permission of said property owner.
- C. CHARACTER OF WORKERS: The Contractor shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them.
- D. REJECTED WORK AND MATERIALS: All materials, which do not conform to the requirements of the Contract documents, or are not equal to samples approved by the Architect/Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect/Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect/Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Village may remove them and may store the materials, all at the Contractor’s expense.
- E. CORRECTION OF WORK: All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection and approval of the Architect/Engineer. Should they fail to meet the Architect/Engineer’s approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his/her own expense. The Village Administrator shall be the final judge of the quality and suitability of the work, materials, processes and methods of construction for the purposes for which they are used. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Village Administrator shall be equitable.

- F. **CONTRACTOR'S PERFORMANCE:** The Contractor shall provide and pay for all materials, communications, fees, labor, tool, permits, equipment, water, light, power, transportation, superintendence, surveying and stakeout, special insurance, utility inspector, flagman conductor, temporary construction of every nature, and all other services such as signs, barricades, specialty personnel, security, watchmen and sanitary facilities and other facilities of every nature whatsoever necessary to execute, complete and deliver the work according to the Contract Documents. Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Village and with the approval of the Architect/Engineer.
- G. **CUTTING AND PATCHING:** The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. The Contractor shall restore all such cut or patched work as directed by the Architect/Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workers or the public shall not be done unless approved by the Architect/Engineer and under his/her direction.
- H. **CLEANING UP:** The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, waste materials resulting from his/her operation or caused by his/her employees, and shall remove all surplus materials leaving the site smooth, safe and clean, as approved and directed by the Architect/Engineer.

GC 03 - INSPECTION AND TESTING OF MATERIALS

All materials, equipment and workmanship (if not otherwise designated by the Specifications) may be subject to inspection, examination and testing by the Architect/Engineer and other representatives of the Village, at any and all such times during manufacture and/or construction are carried on. Further and more specific clauses on the inspection and testing of materials are included in the Detailed Specifications.

GC 04 - "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a minimum standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

GC 05 - CHANGES IN WORK

The Village reserves the right to make changes in the Plans and Specifications or to increase or decrease the amount or quantity of the work at any time, before or after construction has commenced.

Except as hereinafter provided, no such change shall be binding upon the Contractor nor require the payment of additional compensation to the Contractor, unless it has been made in writing and signed by the Architect/Engineer.

Except as hereinafter provided, no oral agreement, conversation, or understanding between the Contractor

and the Architect/Engineer, or any Inspector before or after the execution of the Contract shall affect or modify any of the terms or obligations of the Contract Documents or excuse the performance of any work in any manner contrary to the terms of the Contract Documents.

A. UNIT PRICE: The Contractor shall, however, obey any oral instructions of the Architect/Engineer, which require no more than a change in the location, line, or grade of pipes, manholes, or other appurtenances, or an increase or decrease in the quantities of those items, which are covered by the unit prices in the Proposal.

For any work performed by the Contractor pursuant to such oral instructions, payment will be made under the unit prices applicable to the work actually done and in accordance with the actual amount of such work done. If such oral instructions decrease the quantities or amount of work, no payments will be made to the Contractor to compensate for any loss of anticipated profit on the work omitted.

B. LUMP SUM: All changes, as determined by the Architect/Engineer, shall be by properly executed "Change Order." For desired changes the Village shall request the Contractor to submit a written Proposal for the specific work. After reviewing the Proposal, and accepting same as reasonable, the Village shall issue to the Contractor an approved written Change Order accepting the Contractor's Proposal which then becomes an amendment to and a part of the Contract Documents.

GC 06 - CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost or an extension of time, he/she shall so notify the Architect/Engineer in writing within the (10) days after the receipt of such instructions, and in any event, before proceeding to execute the work.

GC 07 - SUSPENSION OF WORK

The Architect/Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he/she may deem necessary, due to unsuitable weather, or such conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting requirements of the Specifications, or as directed by the Village. The Contractor shall not suspend operation without the Architect/Engineer's permission.

GC 08 - RIGHT OF THE VILLAGE TO TERMINATE & LIQUIDATED DAMAGES

If the Village shall be of the opinion that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or is executing the same in bad faith, or, if the work be not fully completed within the time mentioned in this Contract for its completion, then the Village shall have the right to notify the Contractor to discontinue all work or any part thereof under this Contract. A written notice shall be served upon the Contractor either personally or by leaving said notice at the Contractor's residence or with his/her agent in charge of the work, and by certified mail upon the Surety. The Contractor shall discontinue said work or such part thereof and the Village shall have the right to call upon the Surety to complete the Contract, or the Village may complete the Contract, or such part thereof, and use such materials, equipment and tools for the completion of the same, and to charge the total expenses incurred to the Contractor. In case of such discontinuance of the employment of the Contractor, he/she shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by the Village in finishing the work, such excess shall be paid by the Village

to the Contractor, and if such expense shall exceed such unpaid balance, the Contractor or his/her Surety shall pay the difference to the Village. The Contractor shall have no claim for damages or otherwise whatsoever against the Village by reason of any exercise of the right granted by this section, and this provision shall be a complete defense to any action or proceeding which may be instituted by the Contractor against the Village arising out of or based upon any exercise by the Village of the right hereby granted. If the right of the Contractor to proceed with the work is so terminated, the Village may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work. None of the above may be removed by anyone without the consent of the Village.

Any assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings against the Contractor shall constitute a default of the Contract and the Village may call upon the Surety to complete the Contract in accordance with its performance and labor and materials bond.

LIQUIDATED DAMAGES

Not applicable

GC 09 - EXTENSION OF TIME: NO WAIVER

If the Contractor, in concurrence with the Village, shall be delayed in the completion of his/her work by reason of unforeseeable causes, beyond his/her control and without his/her fault or negligence, including, but not restricted to acts of God, or of the public enemy, floods, epidemics, quarantine, restrictions, strikes, riots, civil commotions, freight embargoes or priority regulations, the period hereinafter specified for completion of his/her work may be extended by such time as shall be fixed by the Village. The Village of any other provisions of Contract shall not deem such extension of time a waiver.

GC 10 - PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Village's property from injury or loss in connection with this Contract. He/she shall at all times safely guard and protect his/her own work and that of adjacent property from damage, loss, or injury. All passageways, guard fences, lights, and other facilities required for protection by all authorities or local conditions must be provided and maintained.

It is further understood and agreed that loss or damage arising out of the nature of the work to be done under this Contract or from any unforeseen obstruction or difficulties which may be encountered in the performance of the same or from the action of the elements or from encumbrances on the line of work or from any injury done in consequence of acts or omissions on the part of the Contractor, Subcontractor, their employees, or agents in carrying out any of the provisions or requirements of this Contract shall be borne and assumed by the Contractor.

GC 11 - POWER OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor shall act without previous instructions from the Architect/Engineer as he/she sees fit. He/she shall notify the Architect/Engineer and any affected authorities thereof immediately thereafter.

The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided in the General Conditions hereof.

GC 12 - ARCHITECT/ENGINEER AUTHORITY

In the performance of the work, the Contractor shall abide by all orders, directives and requirements of the Architect/Engineer and shall perform all work to the satisfaction of the Architect/Engineer. The Architect/Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the Plans, Specifications, Contract Documents and shall decide all other questions in connection with the work. The Contractor shall not employ plant, equipment, materials, methods or personnel to which the Architect/Engineer objects, and shall not remove plant, personnel, materials, equipment or other facilities from the site of the work without the Architect/Engineer's written permission. Upon request, the Architect/Engineer shall confirm in writing any oral order, direction, requirements or determination.

GC 13 - COMMENCEMENT OF WORK

Each Contractor will commence work on the date to be ordered by the Village as the date of such commencement, and shall fully complete the work within the timeline hereinafter specified as the period for completion of his/her Contract, unless the Village shall extend the time limit.

GC 14 - SURVEYS AND PERMITS

Unless otherwise expressly provided for in the Specifications, the Contractor will perform all surveys necessary or the execution of the work. The Contractor shall procure and pay for all permits and licenses necessary for the execution of his/her work.

GC 15 - DRAWINGS, SPECIFICATIONS AND RELATED DATA

- A. **ACCURACY OF PLANS AND SPECIFICATIONS:** The detail Plans and Specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of plans and quantities of work involved. Work under all items in the Contract must be carried out to meet these field conditions to the satisfaction of the Architect/Engineer and in accordance with his/her instructions and the Contract Specifications.
- B. **CONFLICT:** If there be conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control. Where finish dimensions affect the work of the Contractor, the Contractor at the site shall determine these, and he/she shall assume the responsibility for notifying the Architect/Engineer and effecting coordination with other Contractors or Suppliers.
- C. **DISCREPANCIES IN DRAWINGS:** Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect/Engineer, who shall as soon as practicable correct such error or omission in writing. Any work done by the Contractor after his/her discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.
- D. **COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED:** Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

- E. **DRAWINGS AND SPECIFICATIONS AT THE JOB SITE:** One complete set of all Drawings and Specifications shall be maintained by the Contractor at the job site and shall be available to the Architect/Engineer at all times. These Drawings shall be the "As Built" set and should be currently marked up to reflect the exact in place construction.
- F. **OWNERSHIP OF DRAWINGS AND SPECIFICATIONS:** All original or duplicated Drawings and Specifications and other data prepared by the Architect/Engineer for the Village shall remain the property of the Village.
- G. **DIMENSIONS:** Figured dimensions on the plans are to be used in preference to scaling the Drawings.
- H. **MODELS:** All models prepared for this work become the property of the Village at the completion of the work.
- I. **SAMPLES:** All samples called for in the Specifications or required by the Architect/Engineer shall be furnished by the Contractor, at his/her expense, and shall be submitted to the Architect/Engineer for his/her approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect/Engineer reasonable time for the consideration of the samples submitted.
- a) **Samples for Tests:** Contractor shall furnish such samples of materials as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Detailed Specifications. Recoverable samples and test residue remain the property of the Contractor.
- A. **SHOP DRAWINGS:** The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or Architect/Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Architect/Engineer at the time of the first submission of drawings and subsequent drawings for approval.

The Architect/Engineer's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- a) An electronic copy shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
- b) The Architect/Engineer shall as soon as possible but in no case more than fourteen (14) days of the submittal of any shop drawings, return an electronic copy to the Contractor marked approved subject to indicated corrections and changes, or disapproved.
- c) The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Architect/Engineer.
- d) Following completion of such corrections and changes, the Contractor shall furnish the Architect/Engineer a revised electronic copy of the shop drawings conforming to the required corrections and changes for final approval.

GC 16 - USES OF PREMISES:

The Contractor expressly undertakes at his/her own expense:

- a) to take every precaution against injuries to all persons or damages to all property;
- b) To store his/her apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not interfere with the progress of his/her work, the work of any other contractors or the Village's normal operations;
- c) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

GC 17 - SECURITY:

The Contractor shall be responsible at all times for the protection and safety of the general public and of persons and employees who may for any reason enter within the limits of his/her work. When required by the Contract, the Contractor shall employ one or more uniformed watchmen within the Contract limits. Watchmen shall be uniformed and equipped with a badge, whistle and flashlight; watchmen shall have access to communication and sanitary facilities.

GC 18 - REMOVAL OF DEBRIS:

The Contractor expressly undertakes at his/her own expense:

- a) to frequently clean up all refuse, rubbish, scrap, materials, and debris caused by his/her operations, to the end that at all times the site of the work shall present a neat, safe, orderly and workmanlike appearance;
- b) Before final payment, to remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his/her operations and to put the site in a neat, safe, orderly condition;
- c) the disposal of such debris shall be according to the approval of the Architect/Engineer.

GC 19 - PARTIAL COMPLETION AND ACCEPTANCE:

If at any time prior to the issuance of the final certificate, any portion of the permanent construction has been satisfactorily completed, and if the Architect/Engineer determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Village, the Architect/Engineer shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Village may take over and use the portion of the permanent construction described in such certificate, and may exclude the Contractor there from.

The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he/she has failed to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the Contractor or his/her Sureties from any obligations under this Contract or the performance bond.

GC 20 - CERTIFICATE OF COMPLETION

When, in the opinion of the Contractor, the work is substantially complete and ready for final inspections, he/she shall so notify the Architect/Engineer in writing and the Architect/Engineer will arrange to give the work a thorough inspection. The results of such inspection (Punch List) shall be completed and corrected before a final certificate of completion may be issued. Upon completion of all work whatsoever required, the Architect/Engineer shall file a written certificate with the Village and with the Contractor as the entire amount of work performed and compensation therefore.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Village of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Village and others relating to and arising out of this work. No payment however, final or otherwise, shall operate to release the Contractor or his/her Sureties from any obligations under this contract.

GC 21 - COMPENSATION TO BE PAID BY CONTRACTOR

The Contractor will be paid the bid unit and/or lump sum prices for the quantities of work which he/she performs under the items of work included in the Contract. The sum total for these items shall constitute full payment for the job completed, tested and ready for use. The price stipulated herein shall include not only the materials and work specifically belonging under the various items, but also all other materials, work and expenses which are necessary to complete as a whole the work contemplated by this Contract and which are specified, shown on the drawings or implied in such manner as to enable the Contractor to know the need of such materials, work or expenses.

GC 22 - SEPARATE CONTRACTS

Should the Village plan to award other Contracts, the work under which may proceed simultaneously with the execution of this Contract; the Contractor shall coordinate his/her operation with those of other contractors. Should a conflict arise, the decision of the Architect/Engineer shall prevail. Cooperation will be required in the arrangement for the storage of materials and in detailed execution of the work. The Contractor, including his/her Subcontractors, shall keep himself informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other contractors, where such lack of progress or defective workmanship will interfere with his/her own operations. Failure of the Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him/her of the status of the work as being satisfactory for proper coordination with his/her own work, except as to defects which may develop in the other contractor's work after the execution of his/her own work.

GC 23 - MUTUAL RESPONSIBILITIES OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other contractor, or any Subcontractor who shall suffer loss or damage on the work, the one who is responsible for such loss or damage agrees to settle with such other contractors or Subcontractors. If such other contractors or Subcontractors shall assert any claim against the Village on account of any damage alleged to have been so sustained, the Village shall notify the Contractor who shall defend, indemnify and save harmless the Village against any such claim.

GC 24 - CONSTRUCTION SCHEDULE, WORKING HOURS AND PERIODICAL ESTIMATES

Immediately after execution and delivery of the Contract, and before commencement of work, the Contractor shall deliver to the Architect/Engineer for approval a construction progress schedule in form satisfactory to the Village, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents. The Contractor shall also furnish on forms to be supplied by the Village for the Architect/Engineer's approval:

- a) A detailed estimate giving a complete breakdown of the Contract price, and
- b) Periodical itemized estimates of work done for the purpose of making partial payments thereon. The values employed in making up any of these schedules will be used only for determining the basis of partial deduction from the Contract price.

The Contractor shall submit, at such times as may be reasonably requested by the Architect/Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

The Contractor and each of his/her Subcontractors shall submit to the Architect/Engineer upon request, such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Architect/Engineer may request in writing concerning work performed or to be performed under this Contract.

Regular work hours for this project shall be Monday to Friday, 8am to 5pm. If the contractor would like to work hours other than those listed, an approval request shall be submitted to the Village 48 hours before the intended start date. The Village Ordinance disallows any work from occurring Monday – Saturday before 8 am or after 7 pm, and no work on Sundays or Holidays.

GC 25 - PAYMENTS TO CONTRACTORS:

Unless otherwise provided herein:

- a) Not later than 45 days after approval of certified payment request, the Village shall make a progress payment to the Contractor on the basis of a duly certified estimate by the Contractor and approved by the Architect/Engineer of the work performed during the preceding calendar month under this Contract; but, to insure the proper performance of this Contract, the Village shall retain five (5%) of the amount of each estimate plus an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been discharged, until final completion and acceptance of all work covered by this Contract; provided, that the Contractor shall submit his/her estimate not later than the first day of the month; provided, further, that the Village at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; provided, further, that when the work or major portions thereof as contemplated by the terms of the contract are substantially completed, the Contractor shall submit to the Village a requisition for payment of the remaining amount of the contract balance; the Village shall approve and promptly pay the remaining amount of the contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been discharged. As the remaining items of work are satisfactorily completed or corrected, the Village shall promptly pay, upon receipt of a requisition, for these items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been discharged; provided, further, that

on completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentage thereon, less authorized deductions.

Each application for payment shall be itemized and prepared in accordance with the approved schedule of values. The application must reflect retaining and be accompanied by prevailing wage reports for the current work, partial and/or final lien waivers from the contractor and all sub-contractors and suppliers,

- b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration. The Village shall pay, upon requisition from the Contractor, for materials delivered to the site or off- site by the Contractor and/or Sub-contractor and suitably stored and secured as required by the Village and the Contractor provided; the Village may limit such payment to materials in short and/or critical supply and materials specially fabricated for the Contract each as defined in the Contract.
- c) All material 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 upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Village to require the fulfillment of all of the terms of the Contract.
- d) Village's Right to Withhold Certain Amount and Make Application Thereof:

The Contractor agrees that he/she will defend, indemnify and save the Village harmless from any claims growing out of the demands of Subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall at the Village's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Village may, after having served written notice on the Contractor and his/her Surety, either pay unpaid bills, of which the Village has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the Village to either the Contractor or his/her Surety. In paying any unpaid bills of the Contractor, such payment shall be considered as a payment made under the Contract by the Village to the Contractor and the Village shall not be liable to the Contractor or Surety for any such payments made in good faith.

GC 26 - ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Village. In case the Village consents, and the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument or assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

GC 27 - SUBCONTRACTING -WORK BY OTHERS

The Contractor may utilize the services of specialty Subcontractors on those parts of the work, which, under normal contracting practices, are performed, by specialty Subcontractors.

The Contractor shall not award any work to any Subcontractor without prior written approval of the Village Administrator, which approval will not be given until the Contractor submits to the Village Administrator a written statement concerning the proposed award to the Subcontractor, which statement shall contain information as the Village Administrator may require.

The Contractor shall be fully responsible to the Village for the acts and omissions of his/her Subcontractors, and of persons either directly or indirectly employed by them.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Village may exercise over the Contractor under any provision of the Contract.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Village.

GC 28 - SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a full time Construction Superintendent or Foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in the capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

Whenever the Contractor is not present on any part of the work, where it may be necessary to give directions, orders may be given by the Architect/Engineer, or his/her Assistant, to be received and obeyed by the Construction Superintendent or Foreman, who has charge of the men on this particular work in relation to which orders are given. In general, the Architect/Engineer's instructions shall be confirmed in writing, and always upon written request from the Contractor.

GC 29 - ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor, will be coordinated with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the revised or amended detail drawings and instructions.

The Contractor and the Architect/Engineer will prepare jointly (a) a schedule fixing the dates at which special detail drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work.

GC 30 - STATED ALLOWANCES

The Contractor shall include in his/her proposal any cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed and approved by the Village on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in the contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

GC 31 - MAINTENANCE BOND

Not Required

GC 32 - COMMUNICATIONS

The Contractor shall provide adequate communication facilities for instant communications at all times, as directed by the Architect/Engineer.

GC 33 - LIVE UTILITIES

Article 36 of the New York State General Business Law requires that no excavator shall commence or engage in any excavation or demolition unless and until timely notice is served of the location and date of the proposed excavation or demolition as provided in article 36 to operators who maintain underground facilities in the area in which the excavation or demolition is to take place. The provision of such notice to a one-call notification system is deemed to be compliance with this section; and notice to the one-call notification center is notice to each member. Such notice shall be served in accordance with the rules and regulations adopted by the public service commission pursuant to section one hundred nineteen-b of the public service law.

By law, excavators and contractors working in New York City and Nassau & Suffolk Counties on Long Island must contact New York 811 at least 2 full business days, not including the day of contact, prior to digging.

The Contractor is specifically directed to familiarize him/herself with the existence of aerial, surface or subsurface structures of municipal and other public service corporations within and surrounding the construction site. A careful search has been made, in good faith, and all known public or private utilities and other such installations within or adjacent to the Contract area are shown in their approximate locations on the Contract Plans. However, there is no guarantee that all existing utilities have been found. The Contractor's attention is also directed to the fact that during the life of this Contract, utilities may make changes in their facilities. The Contractor will be required to determine the exact locations and elevations of all pertinent structures, utilities and facilities, before construction work and new installations are started, so that there will be no interference with the work. Conflict between existing structures, utilities and facilities and new work shall be ascertained by the Contractor and called to the attention of the Architect/Engineer. The Contractor shall have taken these conditions into consideration in making up his/her bid.

The Architect/Engineer may direct the public utility corporations to shift or remove those utility structures that interfere with the work. The Contractor shall not remove any structure or part of a structure owned by a public utility corporation without the approval of the Architect/Engineer.

The Contractor shall cooperate with the public utility corporations whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The Contractor shall conduct his/her operations in such a way as to delay or interfere as little as practicable with the work of the utility corporations.

The Contractor shall give the utility corporations involved, reasonable notice, but not less than 48 hours in advance of all operations, which may or will affect their structures, including jacking, blasting and excavating.

The Contractor shall protect in a suitable manner, all utilities encountered and shall repair at his/her cost any damage to structures, utilities and facilities caused by his/her operations to the satisfaction of the utility Village. If the nature of the damage is such, as to endanger the satisfactory functioning of the utilities and the necessary repairs are not immediately made by the Contractor; the respective owning companies may do the work and the cost thereof charged to the Contractor.

It is understood and agreed that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the Plans, and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him/her due to any interference from the utility appurtenances or from the operation of moving them.

GC 34 - OTHER PROHIBITED INTERESTS

No officer, employee, or consultant of the Village who is authorized in such capacity and on behalf of the Village to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, or in any part hereof. No officer, employee, architect, attorney, Architect/Engineer, consultant, or inspector of or for the Village who is authorized in such capacity and on behalf of the Village to exercise any legislative, executive, supervisory or other similar functions in connection with construction of the project shall become directly or indirectly interested personally in this Contract, or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

GC 35 - RISK OF LOSS

It is further understood and agreed that all loss or damage arising out of the nature of the work to be done under this agreement, or from any unforeseen obstructions or difficulties which may be encountered in the performance of the same, or from the action of the elements or from encumbrances on the line of work, or from any injury done in consequence of acts or omissions on the part of the Contractor, his/her employees or agents, in carrying out any of the provisions or requirements of this Contract, shall be borne and assumed by the said Contractor.

GC 36 - LAWS, ORDINANCES AND REGULATIONS

Each and every provision of the law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion. The Contractor shall keep himself fully informed of all Federal, State, and Local laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this Contract, in

relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Architect/Engineer. The Contractor shall at all times himself observe and comply with, and shall cause all his/her agents, subcontractors, and employees to observe and comply with all such existing laws, ordinances, regulations, orders and decrees; and shall protect, defend, indemnify and hold harmless the Village, the Village Board of Trustees, or Trustees and the Village officers, and agents and employees against any claims or liability arising from or based on the violation of any such laws, ordinances, regulations, orders or decrees whether by himself, his/her agents, Subcontractors, or by his/her employees.

GC 37 - INSURANCES AND INDEMNITY

1. The Contractor shall procure and maintain at his/her own expense and without expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, Insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in Insurance Companies **admitted** to do such business in the State of New York, covering all operations under the Contract whether performed by him/her or his/her Subcontractors. Before commencing the work, the Contractor shall furnish to the Village certified copies of the original policies and such numbers of certificates of insurance in form satisfactory to the Village showing that the Contractor has complied with this Section, which certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Village.
2. The Contractor shall take and assume all responsibility for the work, and take all precautions for the prevention of injuries to persons and property in or about the work; he/she shall bear all losses resulting to him/her on account of, the amount, or character, or upon which the work is done different from that which was estimated or expected, or on account of the weather, elements or other causes and he/she and his/her Surety or Insurance Company shall assume the defense of, and indemnify and save harmless the Village and its officers, employees, and agents, from any and all claims relating to labor, equipment or materials furnished for the work, and to inventions, patents, and patent rights used in doing the work, and to injuries or damages to persons, corporations or property caused by or in any way arising out of the work performed by the Contractor, Subcontractor and the employees under this Contract.
3. The Contractor shall maintain at a minimum the following insurance giving evidence of same to **INCORPORATED VILLAGE OF FLORAL PARK on the form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsements, providing 30 days’ notice of cancellation, non-renewal or material change. C105.2 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability.** The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: **Incorporated Village of Floral Park**
One Floral Boulevard
Floral Park, NY 11001

Description Box to read:
Incorporated Village of Floral Park, all elected and appointed officials, employees and volunteers are included as additional insureds per the General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

I. **Workers Compensation**

Coverage Statutory
Extensions Voluntary Compensation
Employers Liability – Unlimited in the State of New York
Waiver of Subrogation in favor of **Incorporated Village of Floral Park**

II. **New York State Disability and Paid Family Leave**

Coverage Statutory New York State Benefits

III. **Commercial General Liability**

Coverage and Limits Occurrence – ISO Form CG2001 10-01 or Equivalent
General Aggregate \$2,000,000
Products & Completed Operations \$2,000,000
Personal & Advertising Injury \$1,000,000
Per Occurrence Limit \$1,000,000
Damage to Premises Rented To You \$ 100,000
Medical Expense \$ 5,000

Additional Insured **Incorporated Village of Floral Park**, all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage is to be on a primary and non-contributory basis.

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

Pollution Liability

If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor’s Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement.

IV. **Automobile Insurance**

Limit	\$1,000,000. Combined Single Limit
Additional Insured	Incorporated Village of Floral Park , all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

VI. **Umbrella Liability**

Coverage	Umbrella Form or Excess Follow Form of primary general liability including contractual liability and auto liability
Limit	\$5,000,000.
Additional Insured	Incorporated Village of Floral Park , all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

VII. **BONDS**

Final Bonds	1. Performance and Payment bonds (labor & materials) Minimum Limit one hundred fifty dollars (\$150,000)
Bond Form	AIA Document A312 current edition.

NOTE: Surety Company must be NYS licensed and on current list of “Surety Companies Acceptable on Federal Bonds” as published in Federal Register by the Audit Staff Bureau of Accounts, US Treasury Department.

4. **HOLD HARMLESS (INDEMNITY)**

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **INCORPORATED VILLAGE OF FLORAL PARK**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the **Incorporated Village of Floral Park** its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the **Incorporated Village of Floral Park**. This indemnity and hold harmless

is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

GC 38 - LABOR, WAGES AND EQUAL EMPLOYMENT

The Contractor agrees that no laborers, workers or mechanics in the employ of the Contractor, Subcontractor or other persons doing or contracting to do the whole or part of the work contemplated by this Contract, shall be permitted or required to work normally more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in cases where the Village determines that there is an extraordinary emergency caused by an Act of God or danger to life or property. The Contractor further agrees that the wages to be paid for a legal day's work, as defined in Section 220 of the Labor Law, shall not be less than the prevailing rate of wage for a day's work in the same trade or occupation in the locality where the public work under this Contract is to be performed. In accordance with Section 220-D of the Labor Law, the Contractor agrees that the laborers, workers and/or mechanics to be employed on the work to be performed hereunder, shall be paid not less than the hourly minimum rate of wage as determined by the Industrial Commissioner of the Department of Labor of the State of New York. Attention is called to the fact that there are minimum rates as provided by law, and should the Contractor be compelled or desire to pay higher rates, no claim against the Village will be entertained therefore.

In accordance with the provisions of Section 220-E of the Labor Law, the Contractor agrees as follows:

- a) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- b) That no Contractor, Subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, or national origin;
- c) That there may be deducted from the amount payable to the Contractor by the Village under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
- d) That this Contract may be cancelled or terminated by the Village, and all monies due, or to become due, hereunder may be forfeited; for a second or any subsequent violation of the terms or conditions of the Contract.

This Contract shall be void unless Section 222 of the Labor Law; Sections 291 through 299 of the Executive Law and the Civil Rights Law is complied with. The Contractor will also comply with all findings and requests of the State Commission for Human Rights.

It shall be required that (a) in the employment of laborers and mechanics for work on the project, preference shall be given to qualified local residents; b) no person under the age of eighteen (18) years shall be employed on the project; (c) no person currently serving a sentence in a penal or correctional institution and no inmate of an institution of mental defective shall be employed on the project; and (d) no person

whose age, mental, or physical condition is such as to make his/her employment dangerous to his/her health or safety or to the health or safety of others shall be employed on the project; Provided that this shall not operate against the employment of mentally or physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project under this Contract in trade or occupation listed in the Specifications, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the Contractor.

Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him/her, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

The minimum wage rates for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or in the absence of such standards, the number permitted under the usual practice prevailing between unions and the employer's associations of the respective trade or occupations.

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any Subcontractor, the Village may withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Village may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Section may be in addition to the percentages to be retained by the Village pursuant to other provisions of this Contract.

The Contractor shall post on appropriate conspicuous bulletin boards at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

The Contractor and each of his/her Subcontractors shall pay each of his/her employees engaged in the work on the project in full in cash and not less often than once each week, less legally required deductions: Provided that when circumstances render payment in cash infeasible or impracticable, payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements or inconvenience to the worker; this by approval of the Village.

The Contractor and his/her Subcontractors shall not employ any labor, materials or means whose employment, or utilization during the course of this contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workers employed by the Contractor or his/her Subcontractor, or by any of the trades working in or about the jobsite where work is being performed under this contract, or any other contract, or by other contractors or other subcontractors pursuant to other Contracts, or on any other building or premises or jobsite owned or operated by the Village. Any violation of this requirement by the Contractor may, upon certification of the Commissioner of the Department of General Services, be considered as proper and sufficient cause for canceling and

terminating this contract.

Supplements to employees paid by the Contractor are to be paid to a federally qualified pension, health or welfare program and a New York State registered apprentice-training program. Direct payments in cash for supplements will not be allowed.

Where the work performed under this Contract involves a trade or occupation licensed by the Village, the Contractor shall be required to have such a license.

GC 39 - HAZARDOUS MATERIALS AND SUBSTANCES:

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Village and Architect/Engineer of the condition.

Pursuant to Industrial Code Rule 56, prior to demolition or disturbance, notification is to be made in the appropriate form to the New York State Department of Labor Asbestos Control Bureau regarding any asbestos removal, disturbance, encapsulation or required asbestos surveys before commencing any work.

The US Environmental Protection Agency (EPA) mandates that any contractor or worker who performs renovation in a pre-1978 apartment, school or facility (including private homes) must be trained and certified in EPA Renovation, Repair, and Painting (RRP). Anyone who is paid to perform work that disturbs lead-based paint in homes, child-care facilities and pre-schools built before 1978 must be certified. This may include, but is not limited to, residential rental property owners, general contractors, painters and special trade contractors (such as, plumbers, carpenters, and electricians).

GC 40 - SALES TAX :

The New York State Tax Law has been amended to exempt from sales and use taxes, imposed under article twenty-eight and pursuant to article twenty-nine thereof, the sale or use of tangible personal property incorporated in structures, buildings, or real property owned by exempt organizations.

The Village of Floral Park is an exempt organization and tangible personal property to become an integral component part of this project is not subject to Sales Tax in accordance with paragraph fifteen of subdivision (a) of Section eleven hundred fifteen of the Tax Law, amended February 20, 1974.

GC 41 - NYS SEXUAL HARASSMENT POLICY COMPLIANCE:

Proof of Compliance to New York State Mandate – Sexual Harassment Prevention Policy and Training required by contractors, sub-contractors, vendors, consultants or anyone providing services in the workplace. Proof of compliance must be submitted before commencement of work.

BID SUBMISSION CHECKLIST

- 1. Bidders Information Schedule**
- 2. Bidder/Vendor Public Disclosure Statement**
- 3. Bidder's Qualifications**
- 4. Non-Collusive Bidding Certificate/Affidavit**
- 5. Bid Form**
- 6. Bidder's Addenda Acknowledgement**
- 7. Insurance Certification**
- 8. Sexual Harassment Prevention Certification**

BIDDER'S INFORMATION SCHEDULE

The following is information on the undersigned.

Firm's Legal Name:	Parent Firm's Legal Name
Contact Name:	Contact Name:
Bidder's Main Office Address:	Bidder's Parent Corporation Main Office Address
Telephone:	Telephone
Email:	Email:

The Bidder herein certifies that the _____ is partially/wholly
 Firm
 owned subsidiary of _____
 Parent Firm

This _____ is owned _____% by
 _____ or is a public/private stock corporation.

Name of Bidder _____

By: _____ Date: _____

Affix Corporate Seal

Note: Any attachments or modifications to this form shall be labeled and be properly integrated into the Bid Form. If blank and non-applicable, fill in with N/A.

BIDDER/VENDOR PUBLIC DISCLOSURE STATEMENT

Company

Name: _____

Address: _____

Phone: _____ Fax: _____

Federal Identification # (or Social Security #): _____

Type of Business: _____
Individual Corporation Partnership

Table of Organization: List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, names and addresses of all corporate officers (Attach additional sheet if necessary).

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm and state percentage (%) for each individual (Attach additional sheet if necessary).

NAME	ADDRESS	PERCENT
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: _____ Title: _____ Date: _____

BIDDER'S QUALIFICATIONS

The Bidder herein certifies that it is qualified to perform the work covered by this proposal, and that it is not acting as a broker on behalf of others. To substantiate these qualifications, the Bidder offers the following related information and references in order that the Inc. Village of Floral Park may evaluate the Bidder's qualifications and experience.

Bidder's Legal Name: _____

Business Address: _____

State Incorporated: _____ Year Incorporated: _____

New York State EIN: _____

Number of years in business under above name: _____

Has firm ever defaulted on a contract? Yes _____ No _____

Gross value of work under current contract \$ _____

Number of current contracts _____

Brief description of general work performed by firm: _____

Has the firm ever failed to complete work awarded? Yes _____ No _____

If yes, attach supporting statement as to circumstances.

Principal Firm Member's background/experience (3 member minimum). Attach current resumes or give concise description by individual.

Name of Bidder: _____

By: _____ Date: _____

Authorized Signature

NOTE: Any attachments or modifications to this form shall be labeled and be properly integrated into the Bid Form. If blank and non-applicable, fill in with N/A.

BIDDER'S QUALIFICATION (CONT'D)

RELATED EXPERIENCE REFERENCES WITHIN THE LAST 5 YEARS

(attach additional pages as necessary)

Project Title: _____

Owner's Name: _____

Address: _____

Engineer: _____

Address: _____

Project Initial Start Date: _____

Project Acceptance Date: _____

Initial Bid Value: \$ _____ Final Completion Project Value \$ _____

Brief Project Description: _____

Project Title: _____

Owner's Name: _____

Address: _____

Engineer: _____

Address: _____

Project Initial Start Date: _____ Project Acceptance Date: _____

Initial Bid Value: \$ _____ Final Completion Project Value \$ _____

Brief Project Description: _____

Name of Bidder: _____

By: _____ Date: _____

Authorized Signature

NON-COLLUSIVE BIDDING CERTIFICATE/AFFIDAVIT

_____, being duly sworn, deposes and says:

1. He/she is _____ of _____, the bidder that has submitted the attached bid.

2. He/she is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid.

3. 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:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix overhead, profit, or cost element of the bid price or of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Inc. Village of Floral Park, or any person interested in the proposed contract.

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

Title

Sworn to before me this

_____ day of _____, 20____

Notary Public

SPECIFICATIONS

1. Prior to starting the work requested, the Contractor shall visually inspect the tree(s) as directed by the Village. For normal service calls, the Contractor should be on-site to perform the necessary inspection within two (2) business days. Upon completion of the inspection, the contractor shall provide an estimate to the Village as per the contract price schedule within two (2) business days. Upon receiving a purchase order or notice to proceed from the Village, the contractor must perform the work within two (2) weeks or as directed. All work must be scheduled through the Village, no work shall be performed without prior approval.
2. All activities under this contract shall conform to the most current published ANSI A300 Tree Care Standards for pruning and tree support systems.
3. All activities performed under this contract shall conform to the most current published ANSI Z133.1 standards for safe arboricultural operations.
4. Contractor shall provide, at contractor's expense, all tools and equipment necessary to perform the work to the Village's specifications. Contractor is responsible for bringing equipment suitable to meet the demands of the job.
5. Contractor must notify the Village within 24 hours of completion of work to inspect the work and for work ticket to be signed.
6. When a starting date has been determined by the Village, the contractor shall be on the job site on that day and ready to perform work.
7. Village will order services from the primary contractor in the first instance. The contractor may be provided with a project timeframe (start date/end date) under which the tree trimming work must be performed. If the work cannot be completed within the established timeframe, the contractor needs to decline the work when it is offered. The Village reserves the right to then call on the secondary contractor.
8. All work at the site shall be performed during regular hours. Work performed after regular hours must have prior approval by the Village. Work performed after regular hours on weekends or legal holidays, shall be performed at the regular hourly rate unless it meets the emergency or overtime criteria.
9. While not a requirement of this bid, it is preferred that bidders have the following certifications:
 - a. ISA (international society of arboriculture) certification
 - b. EHAP Electrical Hazard Awareness Program
 - c. TRAQ Tree Assessment Risk Qualification
10. All wood waste and/or nonhazardous debris produced under this contract shall be removed and disposed of from the job site by the contractor the same day it is produced.
11. Contractors acknowledge that the prices submitted to this bid apply to all tree pruning and removal services needed by the Village, regardless of the condition or location of the trees.
12. Federal Terms and Conditions - Bidders are hereby advised that certain of the services requested in this bid document may be funded by federal and state sources and thus subject to additional requirements.
13. The Contractor shall at all times use caution while working to protect private and public property and any such damage will be repaired at the expense of the Contractor. The Contractor shall keep the job sites hazard free and properly protected.
14. All debris shall be removed from the job sites in a reasonable amount of time. If debris cannot be removed immediately, any debris left at the sites shall be so bundled or piled as not to create a safety hazard to residents, pedestrians and vehicular traffic. Sites shall be swept free of all loose chipping or sawing debris. Chipping and sawing debris shall be disposed of properly.
15. The Contractor shall notify the Village immediately when any concrete sidewalk slabs are damaged by said Contractor while performing the work.

BID REQUIREMENTS AND TERM

Bidding, Purchase Orders and Claims Payment

All bidders must provide all-inclusive pricing. The Village will not pay for travel time. Each line item must include pricing for labor, equipment and disposal. The Village reserves the right to reject bids that include minimums.

Services are to be provided on an as needed basis. All work will be coordinated between the Village and the Contractor ahead of time.

All work requires a purchase order be submitted and approved prior to beginning work. Contractors should not begin work without a signed Purchase Order. Claims will not be paid without the submission of a signed work order, invoice and evidence of certified payroll.

Term

The term of this contract shall be THREE (3) years commencing upon award of contract, with an option to extend for up to two more one-year terms, upon mutual consent of the Village and Contractor. Escalation may be permitted upon the consent of the Village and the Successful Bidder upon proof of necessity for such increase not to exceed the CPI.

Emergency Services

This clause may be enacted upon the issuance of a "State of Emergency" by the Governor of New York State, Federal Emergency Management Agency, County Executive, The Village of Floral Park or other authorized governmental agency. This is being incorporated for the purpose of establishing a priority response to needs by the Village or goods and services included as a part of any contract awarded as a result of this bid.

The Contractor agrees to provide all associated emergency services on a 24 hours a day, seven days a week basis upon verbal or written notification by a representative of the Village or other assigned representative. The contractor shall perform the work in accordance with the Village's direction. The contractor must respond with a phone call or by email to the Village within two (2) hours after notification. Contractor shall arrive at job site within four (4) hours from original notification to provide service under direction of the Village and remove/trim tree(s) safely before leaving the job site.

Other projects not designated as an emergency must be responded to within the timeframe specified by the ordering department.

The Contractor shall submit with his/her bid response a list of at least three names and telephone numbers of individuals having the authority to initiate the delivery of said products or services as needed. Upon the request of the Village, the Contractor shall also supply a detailed plan for backup delivery of products and/or services in the event that its main supplier is unable to fulfill the Village's request.

Additional Costs

From time to time, the Contractor may be required to remove a tree that is adjacent to property owned by another municipality, public authority, utilities, or other public property and be required to . Where this work requires the vendor to incur additional costs such as insurance costs, permit or licensing fees, or other out of pocket expenses, the Village may, in its discretion, refund those amounts to the vendor at

certified cost plus ten percent. Any such costs would need to be preapproved by the requesting department.

Bidders must use the Bid Proposal Form on the following pages.

BID PROPOSAL FORM

Section 1		
<i>Tree Pruning: Pricing is based on the Diameter at Breast Height (hereinafter "DBH") of the tree. Prices should be all inclusive for the removal, including all labor, equipment and disposal.</i>		
Item	Description	Price
1	Care of Trees up to 12 inch DBH	ea
2	Care of Trees from 12 – 24 inches DBH	ea
3	Care of Trees from 24 - 35 inches DBH	ea
4	Care of Trees from 35- 49 inches DBH	ea
5	Care of Trees from 49- 59 inches DBH	ea

Section 2		
<i>Tree Removal for Trees That Are Standing: Pricing is based on the DBH of the tree in combination with stump work. Bid Pricing for each line item should be the costs of that line item in its entirety. Prices should be all inclusive for the removal, including all labor, equipment and disposal.</i>		
Item	Description	Price
	Tree removal up to 6 inch DBH	
6a	----Stump cut to 6 inches above ground	ea
6b	----Stump grinded and completely removed	ea
	Tree removal 6- 12 inch DBH	
7a	----Stump cut to 6 inches above ground	ea
7b	----Stump grinded and completely removed	ea
	Tree removal 12- 18 DBH	
8a	----Stump cut to 6 inches above ground	ea
8b	----Stump grinded and completely removed	ea
	Tree removal 18- 27 inch DBH	
9a	----Stump cut to 6 inches above ground	ea
9b	----Stump grinded and completely removed	ea
	Tree removal 27 – 35 inch DBH	
10a	----Stump cut to 6 inches above ground	ea

10b	----Stump grinded and completely removed	ea
	Tree removal 35 - 47 inch DBH	
11a	----Stump cut to 6 inches above ground	ea
11b	----Stump grinded and completely removed	ea
	Tree removal 47- 59 inch DBH	
12a	----Stump cut to 6 inches above ground	ea
12b	----Stump grinded and completely removed	ea
	Tree removal appx. 59- 63 inch DBH	
13a	----Stump cut to 6 inches above ground	ea
13b	----Stump grinded and completely removed	ea

Section 3		
<i>Tree Removal for Trees That Have Fallen or been Taken Down Previously: Pricing is based on the measurement six (6) inches above the top of the root system. Includes removal of the tree and root system. Measurements to be made six (6) inches above the top of the root system. Bid Pricing for each line item should be the costs of that line item in its entirety. Prices should be all inclusive for the removal, including all labor, equipment and disposal.</i>		
Item	Description	Price
14a	Tree removal up to 6 inch	ea
14b	Stump grinded and completely removed up to 6 inch	ea
15a	Tree removal 6- 12 inch	ea
15b	Stump grinded and completely removed 6- 12 inch	ea
16a	Tree removal 12- 18 inch	ea
16b	Stump grinded and completely removed 12- 18 inch	ea
17a	Tree removal 18- 27 inch	ea
17b	Stump grinded and completely removed 18- 27 inch	ea
18a	Tree removal 27 - 35 inch	ea
18b	Stump grinded and completely removed 27 - 35 inch	ea
19a	Tree removal 35 - 47 inch	ea
19b	Stump grinded and completely removed 35 - 47 inch	ea
20a	Tree removal 47- 59 inch	ea

20b	Stump grinded and completely removed 47- 59 inch	ea
21a	Tree removal 59- 63 inch	ea
21b	Stump grinded and completely removed 59- 63 inch	ea

Section 4				
Hourly Tree Services: Hourly costs for work not specified in Sections 1-3 and Emergency Work. The Contractor agrees to provide all associated emergency services on a 24 hours a day, seven days a week basis upon verbal or written notification by a representative of the Village or other assigned representative. The contractor shall perform the work in accordance with the Village's direction. The contractor must respond with a phone call or by email to the Village withing two (2) hours after notification. Contractor shall arrive at job site within four (4) hours from original notification to provide service under direction of the Village and remove/trim tree(s) safely before leaving the job site. Prices should be all inclusive for the removal, including all labor, equipment and disposal.				
Item	Description	Hourly Price	Hourly Price Emergency	Overtime Hourly Price Emergency
22	Aerial bucket truck with operator			
23	Boom truck with operator			
24	Brush chipper			
25	Tree trimmer			
26	Forestry truck with operator			
27	Tree climber			
28	Laborer			

BIDDERS ADDENDA ACKNOWLEDGEMENT

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM (LIST ALL):

ADDENDUM	DATE	SIGNATURE OF PERSON SIGNING PROPOSAL
1		
2		
3		
4		

Company Name: _____

Authorized signature: _____

Printed Name: _____

Title: _____ Date: _____

INSURANCE CERTIFICATION

The following insurance currently exists on behalf of

(Name and Address of Insured Contractor):

(1) Worker's Compensation:

Insurance Carrier: _____

Policy Number(s): _____

(2) Commercial General Liability with completed operations, to which the Village of Floral Park has been added as additional insured, and Automobile Liability:

(a) \$ _____ Combined single limit (bodily and personal injury/property damage)

Insurance Carrier: _____

Policy Number(s): _____

(b) Contractual coverage defending, indemnifying and holding harmless both the Village of Floral Park and its employees, agents and representatives from any and all loss and/or damage arising out of the performance of the above contract. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (or its employees, agents and representatives).

Insurance Carrier: _____

Policy Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and meets all the requirements as listed in the General Conditions.

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

DATED: _____

(Attach sample form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsements, providing 30 days' notice of cancellation, non-renewal or material change. C105.2 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability.)

SEXUAL HARASSMENT PREVENTION CERTIFICATION

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

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

AGREEMENT

AGREEMENT, made this _____ day of _____, 20____, by and between the INCORPORATED VILLAGE OF FLORAL PARK, having its principal place of business at One Floral Boulevard, Floral Park, New York (hereinafter, the "Village") and _____ having its principal place of business at _____ (hereinafter, the "Contractor").

WITNESSETH:

The parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **WORK.** The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as followed:

ON CALL TREE REMOVAL AND PRUNING SERVICES

2. **CONTRACT PRICE.** The Village agrees to pay and the Contractor agrees to accept as full compensation for all Work done, and materials, equipment and supplies furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or for any unforeseen obstruction or difficulty encountered in the prosecution of the Work, and for all risk of any description connected with the Work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the Work as herein specified, and for faithfully performing the Work in the whole thereof as herein provided, and for maintaining the Work in good condition until the final payment is made, the price as stipulated to in the Proposal attached hereto.
3. **APPLICATIONS FOR PAYMENT.** Contractor shall submit applications for payment in accordance with the General Conditions.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the Contract between the Village and the Contractor consist of the following:
 - a. Request for Bid and Bid Package for Tree Removal and Pruning Services.
 - b. Any modifications, including change orders, duly delivered after execution of this Agreement.
5. **MISCELLANEOUS.**
 - a. Terms used in this Agreement found in the General Conditions shall have the meanings indicated in the General Conditions.
 - b. The Contract Documents constitute the entire Agreement between the Village and the

Contractor and may only be altered, amended or changed in writing, duly executed by both parties.

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

INCORPORATED VILLAGE OF FLORAL PARK

CONTRACTOR

By: _____

By: _____

(Corporate Seal)

(Corporate Seal)

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the _____ day of _____, 20____, before me personally came _____, who being by me duly sworn deposes and says: that he resides in the Village of Floral Park; is the _____ of the Incorporated Village of Floral Park, the municipal corporation described in and which executed the within instrument; that he knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is such corporate seal and that it was so affixed to the order of the Board of Trustees of said municipal corporation.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the _____ day of _____, 20____, before me personally came _____, who being by me duly sworn deposes and says: that he/she resides in _____; that he/she is the _____ of _____ the corporation described in and which executed that above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **INCORPORATED VILLAGE OF FLORAL PARK**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTACTOR/VENDOR or its subcontractors and/or agents, liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the **Incorporated Village of Floral Park** its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the **Incorporated Village of Floral Park**. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ____ day of _____, 20__.

Witness

INDEPENDENT CONTRACTOR/VENDOR

Signature

Address

Date

Signature

Print Name

(Please Print Name and Title)

APPENDICES

APPENDIX A

SAMPLE PERFORMANCE AND PAYMENT BOND A312

APPENDIX B

NYS PREVAILING WAGE RATES AND CERTIFIED PAYROLL FORMS

APPENDIX A

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

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

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

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____


Name and Title: _____

Name and Title: _____

Address _____

Address _____

Init.

 **AIA** Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:



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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Init.

APPENDIX B

NYS PREVAILING WAGE RATES

IN ACCORDANCE WITH ARTICLE 8 OF THE NEW YORK STATE LABOR LAW THE FOLLOWING HYPERLINK REPRESENTS THE MOST CURRENT PREVAILING WAGE RATE SCHEDULE AT THE TIME OF BIDDING, ISSUED BY THE NEW YORK STATE DEPARTMENT OF LABOR SPECIFICALLY REQUESTED FOR THIS PROJECT

PRC# 2024009833

Click on link below to view wage schedule and instructions:

[NYSDOL - Prevailing Wages \(View PRC\)](#)