

**REQUEST FOR PROPOSALS**  
**FOR**  
**EAST PARCEL VIADUCT REMOVAL PROJECT**

**SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION**

**SLEEPY HOLLOW, NEW YORK**

**CONTRACT #: 10-2021-01**



**Prepared By**

**Sleepy Hollow LDC  
28 Beekman Avenue  
Sleepy Hollow, New York 10591**

**September 2021**

**PROPOSALS DUE: 12:00 noon, Friday, November 12, 2021**

**Contract No. 10-2021-01 – East Parcel Viaduct Removal Project  
Located in the Village of Sleepy Hollow, NY**

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**SECTION A**  
NOTICE TO PROPOSERS

Sealed proposals will be received by **Anthony Giaccio, Village Administrator, for the Sleepy Hollow Local Development Corporation (“Corporation”), at 28 Beekman Avenue, Sleepy Hollow, New York, until the bid opening at 12:00 noon, on Friday, November 12<sup>th</sup>, 2021, for the East Parcel Viaduct Removal Project, Contract No. 10-2021-01.**

Plans, specifications, and standard proposals for the work proposed may be downloaded electronically from the LDC Website: <https://www.sleepyhollowny.gov/local-development-corporation>, beginning **Friday, October 15<sup>th</sup>, 2021.**

A pre-bid site tour will be held on **Friday, October 22<sup>nd</sup>, 2021 at 10:00am.** Proper field attire must be worn at all times. Meeting location is **193 Beekman Ave parking lot.**

A bid bond, certified check or bank check in the amount of 10% of bid must accompany the proposal upon submission.

Any request for information and/or clarifications must be addressed in writing to Anthony Giaccio, Village Administrator, 28 Beekman Avenue, Sleepy Hollow, New York, 10591, ([agiaccio@villageofsleepyhollow.org](mailto:agiaccio@villageofsleepyhollow.org)) and to be given any consideration must be received in writing by **12 p.m. on Friday, October 29<sup>th</sup>, 2021.** Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be emailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the Bid Form.

**Late Submissions:** All proposals received after the deadline date and time stated above may not be considered and may be returned unopened. The proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Corporation. Whether sent by mail or by means of personal delivery, the proposer assumes all responsibility for having the proposal deposited on time at the place specified.

The Corporation reserves the right to waive any informalities, to reject any or all proposals and reserves the right to accept that proposal it deems most favorable to the interests of the Sleepy Hollow Local Development Corporation. No proposer may withdraw within thirty (30) days after the actual date of the opening thereof.

If mailed, sealed proposals must be addressed in care of Anthony Giaccio, Village Administrator, at the above address.

Anthony Giaccio, Village Administrator  
Sleepy Hollow Local Development Corporation

Dated: October 15<sup>th</sup>, 2021

**SECTION B**  
**BID PROPOSAL FORM**

**East Parcel Viaduct Removal Project**  
**Located in Village of Sleepy Hollow, Westchester County, New York**

To: Sleepy Hollow Local Development Corporation  
28 Beekman Avenue  
Sleepy Hollow, New York 10591

Dear Sir:

We propose to provide the items of work as shown in the contract plans and in accordance with the specifications and requirements contained in the proposal:

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Metro-North Railroad Allowance: \$140,000.00

Total Lump Sum Bid: \_\_\_\_\_

Total Lump Sum Bid Written in Words

\_\_\_\_\_

DOLLARS	CENTS
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**\*See Special Note 4 in appendix A for Metro-North Railroad Allowance Specifics**  
**\*For Low Bidder Criteria see "Award" section in the Instruction to Bidders**



## **SECTION C**

### **INSTRUCTION TO BIDDERS**

#### **1. Defined Terms**

1.1 Terms used in these Instructions to Bidders, which are defined in the General and Special Conditions, have the meanings assigned to them on the General and Special Conditions. The term "Successful Bidder" means the Bidder to whom the Corporation (on the basis of the Corporation's evaluation as hereinafter provided) awards the Contract.

#### **2. Documents:**

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

1. A bound copy of these specifications and requirements;
2. A bound copy of the contract drawings; and
3. Addenda (if any).

2.2 The work consists of select demolition of the East Parcel Viaduct, as shown on the contract drawings. Included is the removal of the concrete deck and guide rail, removal of steel superstructure, removal of steel substructure to the tops of concrete footings, select tree removal, and all necessary temporary supports and shielding to safely perform the work and avoid disruption to the adjacent railroad tracks.

2.3 As indicated in the bid form, the work in the contract drawings may be designated "Base Bid" work and "Additional Bid" work. The "Base Bid" work is necessary to remove and dispose of the viaduct and is required to be performed. The "Additional Bid" work may or may not be awarded, at the discretion of the Corporation.

#### **3. Proposals:**

3.1 To be considered, Proposals must comply with the Notice to Bidders and these Instructions to Bidders. All bids must be submitted on the enclosed Bid Documents, such forms as are set forth in Section B. All blank spaces for bid prices must be completed in words and in figures either typed or written in ink.

3.2 Proposals that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or irregularities of any kind, may constitute adequate cause to reject the bid(s). In case of any discrepancy between words and figures in prices set forth in the Proposal, the price in words shall be paramount. All bids must be submitted in sealed envelopes addressed as follows:

**Attention: Anthony Giaccio, Village Administrator  
28 Beekman Avenue  
Sleepy Hollow, New York, 10591**

3.3 Each Bid must include Bidder's name and address, be signed with the name typed or printed below the signature, and Corporate Seal (if applicable) affixed under the Bidder's name. Bids telephoned or faxed in will not be accepted. Separate sets of proposal sheets will not be issued.

#### **4. Qualifications of Bidders:**

4.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary

equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that they have the necessary ability and equipment to commence the Work at the time prescribed and thereafter to complete the Work at the rate, or within the time, specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

4.2 As evidence of its competency to perform the Work, Bidder shall complete and submit with its Bid the Statement of Bidder's Qualifications which is bound in the Contract Specifications. Low Bidders may be asked to furnish additional data to demonstrate competency.

4.3 Each Bid must contain evidence of Bidder's qualifications to do business in New York State or covenant to obtain such qualification prior to execution of Agreement.

4.4 A Bid shall not be awarded to persons or entities other than "Eligible Contractors." An "Eligible Contractor" for purposes of this Section is a Contractor that has a satisfactory record of business integrity. A Contractor shall be deemed to lack the requisite record of business integrity if any of the following criteria are met:

- A. Criminal conduct in connection with government contracts or the conduct of business activities involving: a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed Contractor; or (d) conspiracy to do any of the above acts. Evidence of such conduct shall consist of (A)(1) a judgment of conviction, (2) a pending criminal indictment, or (3) a formal grant of immunity in connection with a criminal prosecution, in each case of a proposed Contractor, any director or officer, any principal, and any employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Contractor, or any affiliate or subsidiary of the proposed Contractor; or (B) any ongoing criminal investigation by a law enforcement agency in which the proposed Contractor, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five percent (5) or more of the share or equity of the proposed Contractor, or any affiliate of the proposed Contractor is a target.
- B. An actual determination by a person or entity which has jurisdiction of a significant willful violation of the Workers' Compensation Law, including, but not limited to, the failure to maintain required workers compensation or disability coverage.
- C. An actual determination by a person or entity which has jurisdiction of a submission by the proposed Contractor to a government agency of a false or misleading statement on a uniform questionnaire or other form in connection with a bid or proposal for, or award of a Contract or request for approval of a subcontractor

- D. A conviction or judgment of civil liability against the proposed Contractor for fraud in connection with a bid or proposal for or award of a Contract or request for approval of a subcontract.
- E. Debarment or current suspension of the proposed Contractor for reasons of business integrity from consideration for the award of contracts with a government, governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation providing for notice and hearing.
- F. Arrears for more than one year on income, sales or payroll taxes.

4.5 In addition, the Corporation reserves the right to refuse to issue Bid Documents to a prospective bidder should such person / entity be in default for any of the following reasons:

- 1. failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Corporation) at the time the Corporation issues the Bid Documents to a prospective bidder;
- 2. default under previous contracts with the Corporation;
- 3. unsatisfactory work on previous contracts with the Corporation;
- 4. person / entity is on any state debarment list or is otherwise prohibited by law from bidding on or being awarded the Contract or completing the Work.

4.6 Bids for the same Work from an individual, or a firm, partnership, limited liability company, limited liability partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

4.7 The Corporation may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Corporation reserves the right to reject any bid if the evidence submitted by a Bidder or the investigation of such Bidder fails to satisfy the Corporation, such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time frame designated.

4.8 Fraudulent statements shall cause rejection of Proposal(s) and forfeiture of the related bid security.

## **5. No Collusion Certification**

5.1 All bidders shall execute the Non-Collusive Bidding Certification attached hereto. No Bid shall be considered for award, nor shall any award be made, where the bidder does not certify compliance with the provisions in the Non-Collusive Bidding Certification. Notwithstanding the foregoing, if a bidder cannot make such certification, the bidder shall state this in its Bid and shall furnish with the Bid a signed statement that sets forth, in detail, the reasons therefore. The Corporation shall then consider the Bid and determine whether such disclosure was not made for the purpose of restricting competition.

## **6. Examination of Contract Documents and Site; Conditions of Work:**

6.1 Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

6.2 Reference is made to the Special Conditions for the identification of the investigation and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by Engineer in preparation of the Drawings and Specifications. This investigation is not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents. Before submitting their Bid each Bidder will, at their own expense, make such investigations and tests as the Bidder may deem necessary to determine that their Bid for performance of the Work is in accordance with the Contract Documents.

6.3 Bidder's attention is directed to Paragraph 1 of Section D, Declarations, in which the Bidder certifies that he has examined the site.

6.4 On written request, Corporation will provide each Bidder access to the Site to conduct such investigations and tests as each Bidder deems necessary for submission of their Bid.

6.5 The lands upon which the Work is to be performed and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, Contract Specifications or Drawings.

6.6 Access, easements and/or land acquisition required for the Work shall be secured by the Corporation.

6.7 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 6 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, and that proper and necessary inspection of the site has been performed.

6.8 Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Drawings, Specifications and Requirements and all other expenses incidental thereto.

6.9 Where there is any conflict in provision set forth in the Contract Documents, the narrow shall control over the general. For example, the General Conditions shall control over the Instructions to Bidders, and the Special Conditions shall control over the General Conditions.

6.10 There will be a pre-bid site tour held on Friday October 22<sup>nd</sup>, 2021 @ 10:00am where all bidders will be given the opportunity to observe the site conditions and take photographs. The meeting site will be 193 Beekman Ave to observe the proposed staging area, then proceed to the East Parcel to observe the viaduct, approach, and under-deck conditions. Proper field attire must be worn at all times (hard hat, boots, safety vests) No questions will be answered during the site

tour, any questions must be submitted in writing before the deadline for RFI's on October 29<sup>th</sup>, 2021.

**7. Progress of Work:**

7.1 As far as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

**8. Addenda and Interpretation:**

8.1 Every request for information must be addressed in writing to Anthony Giaccio, Village Administrator, 28 Beekman Avenue, Sleepy Hollow, New York, 10591, and to be given any consideration must be received in writing by 12 p.m. on Friday, October 29<sup>th</sup>, 2021. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be e-mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Receipt of Addenda shall be noted on the Declarations Form.

**9. Bid Security**

9.1 Each Bid shall be accompanied by a bank check or bid bond (the "Bid Security") in an amount equal to at least ten percent (10%) of the total bid price, payable without condition to the Sleepy Hollow Local Development Corporation as a guaranty that the Bidder, if the Bid is accepted, will execute the Agreement in accordance with the Bid and other Contract Documents, will provide proof of requisite insurance, and will furnish good and sufficient bonds for the faithful performance of the same, and for the payment to all persons supplying labor and materials for the Work.

9.2 The Bid Bond shall be on the form bound in the Bid Documents. The Bid Bond shall be issued by a surety meeting the requirements of the General Conditions.

9.3 Bidders submitting a bank check as Bid Security shall also submit a Certificate of Surety from a surety meeting the requirements of the General Conditions in the form set forth in the Bid Documents assuring the Corporation that the surety will provide the performance and payment bond(s) required by the Bid Documents. Bidders submitting a Bid Bond as Bid Security are not required to submit a Certificate of Surety.

9.4 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security and proof of insurance, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement or furnish the required Contract Security and proof of insurance within the time set forth in the Bid Documents, the Corporation may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited to the Corporation as liquidated damages for such failure.

9.5 The Bid Security of any Bidder whom the Corporation believes to have a reasonable chance of receiving the award may be retained by the Corporation until the third day, Saturdays, Sundays and holidays excepted after the Effective Date of the Agreement as executed by the Successful Bidder, or as otherwise provided by law. The Bid Security of other Bidders will be returned within ten days after the Bid opening, Saturdays, Sundays and holidays excepted.

**10. Insurance Required:**

10.1 The Successful Bidder shall procure, at its sole cost, all insurance as required in the Contract Documents, and shall provide evidence of such insurance in accordance with the Contract Documents. This includes Railroad Protective Liability Insurance as required by Metro North Railroad.

**11. Performance Bond and Labor and Material Payment Bond**

11.1 The Successful Bidder shall furnish to the Corporation a faithful Performance Bond and a Labor and Material Payment Bond (the "Contract Bonds") in an amount equal to one hundred percent (100%) of the Contract Amount, said bonds being secured from a surety company qualified under the Contract Documents.

11.2 The requirements for delivery of the Bonds are governed by the Contract Documents.

**12. Modification and Withdrawal of Bids**

12.1 Unless otherwise permitted by law, no Bids may be withdrawn unless and until no award has been made within forty-five (45) days from the date of the Bid Opening. Withdrawals must be in writing, sent by certified mail, and received by the Corporation prior to the time fixed for opening. Negligence on the part of the Bidder in preparing its Bid confers no right for the withdrawal of the Bid after it has been opened.

**13. Form of Agreement:**

13.1 The form of the agreement is included in these documents in Section G.

**14. Award:**

14.1 Corporation reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

14.2 Corporation reserves the right to reject any Bid not accompanied by specified documentation and bid security.

14.3 Corporation reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.

14.4 Corporation reserves the right to reject any Bid that, in its sole and absolute discretion, is considered to be unbalanced or unreasonable as to the total amount bid or the amount bid for any lump sum or unit price item.

14.5 In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.6 In evaluating proposals, the Corporation will consider the qualifications of Bidders; whether the proposal complies with the prescribed requirements; the alternatives, if any; and the lump sum and unit prices, if requested in the Bid Form. The Corporation reserves the right to accept any items or group of items of any Bid.

14.7 Corporation may conduct such investigation as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations, to do the Work in

accordance with the Contract Documents. The Corporation reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Corporation's satisfaction.

14.8 If a Contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder, who has neither been disqualified nor rejected pursuant to the Bid Documents.

14.9 Corporation reserves the right to accept any proposal deemed to be in the best interests of the Project even though the proposal chosen may result in the award for the Contract to a proposer whose proposal is not, on mathematical basis alone, the lowest cost.

14.10 This contract may contain Additional-Alternate items of work. As such the selected proposer may be determined by the following criteria:

- If any proposal for the base proposal plus additional proposal come under the budget figure, the award will be made based on the base proposal price plus additional proposal however,
- If all proposals for the base proposal plus additional proposal exceed the budget figure, the award will be made based on the base proposal only.

### **15. Exceptions**

15.1 If, for any reason, the proposer takes exception to any part of the proposal or Contract Documents, as contained herein, the proposer shall note the exception in their proposal and give the reason for the exception.

15.2 The Corporation will review the exceptions, if any, as noted and the reasons for those exceptions and reserves the right to either reject or accept the exceptions, and reasons as noted, whichever proves to be in the best interest of the Corporation.

### **16. Quantity, Delivery and Appropriation**

16.1 Unless otherwise specified in the proposal form, Supplementary Conditions or Contract Specifications for an individual class of commodity, the quantities listed in the Bid Form are estimates only, and the Corporation does not guarantee to purchase any definite quantities. The amount purchased, however, shall be all of the Corporation's requirements during the term of the Contract, whether they be more or less than the estimate given.

16.2 The Corporation reserves the right to purchase additional quantities, if the need may indicate, at the same unit price as established within the Contract during the term of the Contract.

### **17. Omitted.**

### **18. Omitted.**

### **19. Required Submissions:**

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

- a. Incorporation Certificate:  
The successful bidder, if his business is not registered in New York State, must provide the Corporation with a certificate issued by the New York State Secretary of State, stating that the Contractor is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it is required that the entity's certificate of doing business be provided (which should be on file in the County Clerk's Office).

This also holds true in the case of joint ventures, which would be required to disclose the underlying entities of the joint venture and to supply the requisite certificates of doing business for each such entity.

b. No-Conflict Statement:

A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Corporation, or a relative of an officer or employee of the Corporation. If such an officer, director or stockholder exists, full disclosure to the Corporation of their name(s) and relationship(s) is required.

**20. Affirmative Action Requirements:**

20.1 All bidders shall complete and submit the certification form contained in Section F Regarding Equal Employment Opportunity; indicating that they will comply with the provisions of all applicable Federal, State and Local equal opportunity requirements.

**21. Labor Contracts and Disputes**

21.1 Within the Bid, all bidders shall advise the Corporation of any anticipated labor contracts within the bidder's organization that may be negotiated or re-negotiated during the manufacturing period. If any labor contract is up for renewal during the manufacturing period, the bidder shall list the expiration date of the contract and anticipated outcomes, if possible.

**22. Omitted**



**SECTION D**  
**DECLARATIONS**

**East Parcel Viaduct Removal Project**  
**Located in the Village of Sleepy Hollow, Westchester County, New York**

Bid Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

To: Sleepy Hollow Local Development Corporation  
28 Beekman Avenue  
Sleepy Hollow, New York 10591

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders, the Specifications and Requirements for the above entitled matter and work, and have examined the site(s).
2. I/We do hereby offer and agree to furnish all labor and materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the related requirements. I/We will furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor, containing all terms, conditions, provisions and covenants necessary to complete the work according to the Specifications and Requirements therefor within two (2) weeks after the contract is awarded by the Corporation. If I/We fail to execute said contract within said period of time, the Corporation shall have the power to rescind the award and award the bid and contract to the next lowest responsible bidder.
5. I/We declare and agree to commence work within five (5) days after execution of the Contract and to complete the work fully and in every respect on or before the time specified in said Contract and do authorize the Corporation, in case of failure to complete the work within the specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We agree that the Corporation of Sleepy Hollow reserves the right to select any one, a combination of, or all of the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this Bid, each bidder and each person

signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its organization, under the penalty of perjury, that to the best of knowledge and belief:

- (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
  - (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 person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
  - (d) no member of the Corporation, or officer, or employee of the Corporation, or person whose salary is payable in whole or in part by the Corporation is or shall become interested as a contracting party, partner, stockholder, surety, or otherwise, in this Bid or in the performance of this Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- 8. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said forty five (45) day period the Corporation will accept or reject this proposal, or this period may be extended on mutual agreement.
  - 9. I/We declare that if this is a Corporate Bid. I/We have been duly authorized to act as the Signatory on this proposal on behalf of this Corporation.
  - 10. I/We affirm, under penalty of perjury, that all statements in this proposal are true and correct.
  - 11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work.
  - 12. I/We hereby agree that upon award of the bid, Contractor shall supply the Corporation with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section H).
  - 13. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.
  - 14. All listed work shall be completed within sixty (60) calendar days from commencement of work. Additional items added, per unit prices, must be completed within fourteen (14) calendar days of a written order from the Corporation.

Signatures and Execution – next page.  
(Section D continued on next page)

Legal Name of Bidder, Partner or Corporate Officer:

\_\_\_\_\_

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

Corporate Seal  
(if incorporated)

Bidder Acknowledges receipt of Addenda as follows:

Addendum 1: Signature\_\_\_\_\_

Addendum 2: Signature\_\_\_\_\_

Addendum 3: Signature\_\_\_\_\_

Addendum 4: Signature\_\_\_\_\_

**SECTION E**  
**NON-COLLUSIVE BIDDING CERTIFICATION & RESOLUTION**

**NON-COLLUSIVE BIDDING CERTIFICATION**

A. By submission of this bid, each bidder and person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

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

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

B. The person signing this certification certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as the person signing in Bidder's behalf.

C. That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signer of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Address

**CORPORATE NON-COLLUSIVE RESOLUTION**

Resolved that \_\_\_\_\_ be authorized to sign and submit the Bid of this corporation for \_\_\_\_\_ to the Sleepy Hollow Local Development Corporation and to include in such Bid the certificate as to non-collusion as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary

## RESOLUTION

BE IT RESOLVED that \_\_\_\_\_  
(Name of Corporation)  
be authorized to sign and submit the bid or proposal of this corporation for the project  
entitled:

Contract No. **10-2021-01** – East Parcel Viaduct Removal Project

To remove the East Parcel Viaduct in accordance with plans and specifications  
prepared by WSP, Consulting Engineers, 500 Summit Lake Drive - Suite 450, Valhalla,  
NY 10595.

It shall be Contractor's responsibility to coordinate with the Corporation and Sleepy  
Hollow Public Works Department and Police Department for any and all traffic control,  
which shall be augmented by Contractor's employees.

The foregoing is a true and correct copy of the resolution adopted by:

\_\_\_\_\_  
(Name of Corporation)  
at a meeting of the Board of Directors held on the \_\_\_\_\_  
(Date)

(Corporate Seal)

Secretary: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SECTION F**

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions: This certification is required pursuant to Executive Order 11245 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification of Bidder by

Corp. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

\_\_\_\_\_ Yes \_\_\_\_\_ No

(if answer is yes, identify the most recent contract).

2. Compliance reports were required to be filed in connection with such contract or subcontract.

\_\_\_\_\_ Yes \_\_\_\_\_ No

(if answer is yes, identify the most recent contract).

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

\_\_\_\_\_ Yes \_\_\_\_\_ No

4. If answer to item #3 is NO, please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**SECTION G**  
**AGREEMENT**

Contract No. **10-2021-01** — East Parcel Viaduct Removal Project  
Sleepy Hollow Local Development Corporation  
Westchester County, New York

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ (month), 2021, by and between:

\* Strike out the two terms that do not apply to your, the Contractor's, company.

Either:

- A. Corporation organized and existing under the laws of the state of \_\_\_\_\_
- B. Partnership consisting of \_\_\_\_\_
- C. Individual trading as \_\_\_\_\_

Hereinafter called the "Contractor" and the Sleepy Hollow Local Development Corporation, hereinafter called "The Corporation."

WITNESSETH, that The Contractor and The Corporation for the consideration stated herein mutually agree as follows:

**Article 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, numbered and entitled,

Contract No. **10-2021-01** – East Parcel Viaduct Removal Project

**Article 2. The Contract Price**

The Corporation will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated unit prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the section on changes in the work in the General Conditions.

**Article 3. Contract Documents**

The Contract Documents shall consist of the following  
(including their attachments and exhibits, not in any particular order)



- Notice to Bidders;
- Bid Proposal;
- Instructions to Bidders;
- Declarations;
- Non-Collusive Bidding Certification & Resolution;
- Equal Employment Opportunity Certification;
- This Agreement;
- Certificate(s) of Insurance and Hold Harmless Agreement;
- General Conditions;
- Supplementary Conditions;
- Special Notice;
- Statement of Bidder's Qualifications;
- Certification Regarding Debarments, Suspension, Ineligibility
- Bid Bond;
- Certificate of Surety;
- Performance Bond;
- Payment Bond;
- Special Notes;
- Special Specifications;
- Contract Drawings;
- Addenda (if any);
- Signed copy of Bid, with all attachments required for bidding.

The Contract Documents, which comprise the entire Agreement between The Corporation and the Contractor, are attached to this Agreement and are specifically made a part hereof, and are incorporated by reference in this Agreement.

#### **Article 4. Engineer:**

WSP, Consulting Engineers, Valhalla, New York 10595 has contracted with the CORPORATION as ENGINEER for this Project and will assume all duties and responsibilities and have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

It is expressly understood and agreed by the CORPORATION and CONTRACTOR herein that no contractual relationship of any type whether quasi-contractual, implied, functional or other is intended to be formed or exists between any parties other than the undersigned CORPORATION and CONTRACTOR.

If the CORPORATION does not specifically retain an architect or engineer to perform services for the Project before and/or after the effective date of this Contract, the CORPORATION shall perform all contract administration services under the Agreement customary for the project, including, but not limited to, contract administration services.

### **Article 5. Contract Time**

The Work will be substantially completed within 90 calendar days from the date the CORPORATION issues a Notice to Proceed after the CONTRACTOR receives all necessary approvals and permits to commence the work. The Contract Time will commence at that time and be completed and ready for final payment in accordance with Paragraph 14.8 of the General Conditions within 30 days from the date of Substantial Completion.

### **Article 6. Liquidated and Special Damages**

#### **6.1 Liquidated Damages:**

- A. CORPORATION and CONTRACTOR recognize that time is of the essence as to Substantial Completion and that The CORPORATION will suffer financial loss apart from the costs described in Paragraph 6.2.A, if the Work is not substantially completed within the time specified in Article 5, above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. CORPORATION and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CORPORATION if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, CORPORATION and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CORPORATION for each day that expires after the time specified in Article 5 for Substantial Completion, (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is substantially complete, the following sums:

\$1,000 per day

#### **6.2 Special Damages:**

- A. In addition to the amount provided for liquidated damages, CONTRACTOR shall pay CORPORATION the actual costs reasonably incurred by CORPORATION for engineering, legal and inspection forces employed on the Work for each day that expires after the time specified in Article 5 for Substantial Completion, (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is substantially complete. If CONTRACTOR fails to complete the Project within the Contract Time specified in Article 5, all fines levied by Regulatory Agencies on the CORPORATION for such failure shall be paid by the CONTRACTOR.
- B. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time,

CONTRACTOR shall pay CORPORATION the actual costs reasonably incurred by CORPORATION for engineering, legal and inspection forces employed on the Work for each day that expires after the time specified in Article 5 for the Work to be completed and ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is completed and ready for final payment. If CONTRACTOR fails to complete the Project within the Contract Time specified in Article 5, all fines levied by Regulatory Agencies on the CORPORATION for such failure shall be paid by the CONTRACTOR.

- 6.3 CORPORATION may deduct the amount of liquidated damages and special damages from monies due CONTRACTOR under this Agreement. If the time for the completion of this Work shall be extended, then the CORPORATION shall be fully authorized and empowered to deduct from the final estimates the amount of liquidated and special damages determined as hereinbefore stipulated, for each day that the CONTRACTOR shall be in default as to the prescribed completion of the Work beyond the date to which the time for said completion shall have been extended.

#### **Article 7. Contract Price**

- 7.1 CORPORATION shall pay CONTRACTOR for performance of the Work, in accordance with the Contract Documents, the prices stipulated in CONTRACTOR's Bid. Said Bid is attached hereto and identified as Exhibit 1 of this Agreement. Payment shall be subject to additions and deductions by Change Order as provided in Article 11 of the General Conditions.

#### **Article 8. Payment Procedures**

- 8.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

##### **8.2 Progress Payments:**

- A. CORPORATION shall make monthly progress payments (once every thirty day cycle) on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. CONTRACTOR's Applications for Payment shall be as defined in a schedule established by the CORPORATION. All progress payments will be on the basis of the progress of the Work measured by the installed quantity of the items at the unit prices bid, as identified on the Contract Bid Form. Measurement of the installed quantities, and payment for same, will be in accordance with the technical specifications. A progress payment will not be made whenever the value of the Work

completed since the last previous progress payment is less than \$5,000.00. No payment will be made until all pre-requisites specified in the Contract Documents are met. No subsequent progress payment shall be made where required revisions to the approved Construction Schedule have not been submitted and approved.

- B. CORPORATION shall retain, as retainage, from the CONTRACTOR five percent of each progress payment.

### 8.3 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.9 of the General Conditions, CORPORATION shall pay the remainder of the Contract Price, minus the five (5) percent retained percentage, as recommended by ENGINEER as provided in said Paragraph 14.9. The CORPORATION shall retain for a period of 90 days from the date of Substantial Completion an amount equal to five (5) percent of the Contract Amount. At the end of the 90 day period, the CORPORATION shall pay the five percent retainage to the CONTRACTOR, provided that the CONTRACTOR has met all of their obligations to the satisfaction of the CORPORATION and the ENGINEER.

## **Article 9. RESERVED**

## **Article 10. Contractor's Representations**

10.1 As part of the inducement for CORPORATION to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress, performance or furnishing of the Work which were utilized by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 10.1 .B as CONTRACTOR deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and

conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and studies with the terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

### **Article 11. Drawings and Addenda**

- 11.1 The Drawings comprise a set entitled "East Parcel Viaduct Removal" dated September 2021 and include the following drawings:

INDEX OF DRAWINGS	
DWG. NO.	DESCRIPTION
1	TITLE SHEET
2	LEGEND, SYMBOLS, AND ABBREVIATIONS
3	GENERAL NOTES, 1 OF 2
4	GENERAL NOTES, 2 OF 2
5	DEMOLITION SITE PLAN
6	FRAMING PLAN
7	ELEVATION
8	TYPICAL SECTIONS AND CONCEPTUAL DEMOLITION PROCEDURE, 1 OF 2
9	TYPICAL SECTIONS AND CONCEPTUAL DEMOLITION PROCEDURE, 2 OF 2

- 11.2 Addenda consisting of Numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

### **Article 12. Miscellaneous**

- 12.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions have the meanings indicated in the General Conditions.
- 12.2 The Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of his/her/its right, title, or interest therein, or his/her/its power to execute such contract, to any other person or corporation without the previous consent in writing to the Corporation. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the

written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 12.3 CORPORATION and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 12.4 The Contract shall be void and of no effect unless the person or corporation making or performing such Contract shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees, in compliance with the provisions of the workers' compensation law.
- 12.5 Nothing contained in this Contract shall be construed as creating any personal liability on the part of any officer, employee or agent of the CORPORATION.
- 12.7 CONTRACTOR agrees to comply with all New York State laws which may be applicable to this Contract, and to require similar compliance from its subcontractors and consultants.
- 12.8 CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the CORPORATION, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer or employee of the CORPORATION, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.
- 12.9 To the fullest extent by permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the CORPORATION, CORPORATION's consultant's, Village of Sleepy Hollow, ENGINEER, ENGINEER's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts,

actions, omissions, negligence, fault or breach of the CONTRACTOR, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

12.10 CONTRACTOR agrees to pay, when due, all claims for labor and/or materials furnished for the Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property or contract funds on which the CONTRACTOR's Work is performed. CONTRACTOR agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the CORPORATION.

12.11 This Contract shall be governed by the laws of the State of New York.

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

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

CORPORATION:  
28 Beekman Avenue  
Sleepy Hollow, New York 10591

\_\_\_\_\_  
[Name, Title]

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of Authorized Company Representative

[SEAL]

[CORPORATE, LIMITED LIABILITY  
COMPANY, LIMITED LIABILITY  
PARTNERSHIP SEAL]

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest



Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

(If CORPORATION is a public body,  
attach evidence of authority  
to sign and resolution or  
other documents authorizing  
execution of Agreement.)

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If CONTRACTOR is a corporation,  
attach evidence of authority to sign.)

(Each joint venturer must sign. The manner of signing and acknowledging the signature for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated for each type of party.)

This Agreement, together with the other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the Contractor and the Corporation. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

(Contractor's Signature) \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Notarize on next page)

(Signature) \_\_\_\_\_

(Notarize on next page)

STATE OF NEW YORK       }  
COUNTY OF WESTCHESTER }

\_\_\_\_\_, 2021, before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say that he resides at

\_\_\_\_\_, that he is

(Title) \_\_\_\_\_

acting on behalf of the corporation described herein and executed the foregoing instrument: that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

STATE OF NEW YORK       }  
COUNTY OF WESTCHESTER }

\_\_\_\_\_, 2021, before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described herein, and which executed the foregoing instrument: that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said Corporation (resolution attached); and that he signed his name thereto by like order.

Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

Contractor to provide a minimum of 3 projects of similar scope to this contract with information filled out in the spaces provided below or attached as a separate document entitled “**Summary of Completed Work**”. In addition, Contractor to provide a list of any current obligations in the form of Town/Municipality, Project Name, Scope, Construction Cost.

SUMMARY OF COMPLETED WORK

Project\_\_\_\_\_ Completion Date\_\_\_\_\_

Description \_\_\_\_\_

Construction Duration\_\_\_\_\_

Town/Municipality\_\_\_\_\_

Contact Info\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

Project\_\_\_\_\_ Completion Date\_\_\_\_\_

Description \_\_\_\_\_

Construction Duration\_\_\_\_\_

Town/Municipality\_\_\_\_\_

Contact Info\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Project\_\_\_\_\_ Completion Date\_\_\_\_\_

Description \_\_\_\_\_

Construction Duration\_\_\_\_\_

Town/Municipality\_\_\_\_\_

Contact Info\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION H**  
**SCHEDULE OF INSURANCE**

**INSURANCE**

1. The Contractor, prior to signing of the contract, shall provide to the **Sleepy Hollow Local Development Corporation** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. Worker's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Worker's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
    - (1) Coverage A – The statutory limit provided by the laws of the State of New York.
    - (2) Coverage B - \$1,000,000.
  - b. Public Liability & Property Damage Insurance including contingent liability of the Sleepy Hollow Local Development Corporation and the Village of Sleepy Hollow for the acts or omissions of the Contractor covering claims for personal injury including accidental death with a combined single limit of \$5,000,000 Bodily Injury and Property Damage, per occurrence. The Certificate of Insurance shall indicate the following coverage:
    - (1) Premises - Operations;
    - (2) Any deductibles shall not be the liability of the **Sleepy Hollow Local Development Corporation** nor the **Village of Sleepy Hollow, New York**.
  - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - (1) Owned automobiles;
    - (2) Hired automobiles;
    - (3) Non-owned automobiles.
  - d. Corporation and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that neither the **Sleepy Hollow Local Development Corporation** nor **Village of Sleepy Hollow** is not responsible for the premium.
  - e. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Sleepy Hollow Local Development Corporation and the Village of Sleepy Hollow**.
  - f. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of

any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Corporation under the authority of said law.

- g. Construction insurance – For construction of bridges, viaducts or similar structures: “Bridge Builders’ Risk Form – Including Strikes, Riots, Malicious Mischief, Vandalism, etc.” with “Flat Premium Endorsements”. The policy shall be subject to not more than one (1%) percent deductible.
2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least an A Best rating.
3. All policies and certificates of the Contractor shall contain clauses as follows:
  - a. The insurance companies issuing the policy or policies shall have no recourse against the **Sleepy Hollow Local Development Corporation and Village of Sleepy Hollow, New York** for payment of any premium or for assessments under any form of policy.
  - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
  - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Sleepy Hollow Local Development Corporation and Village of Sleepy Hollow, New York**, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the **Sleepy Hollow Local Development Corporation and Village of Sleepy Hollow**.
5. All policies of insurance shall be acceptable to and approved by counsel to the Sleepy Hollow Local Development Corporation prior to the inception of any work.
6. Other coverages may be required by the **Sleepy Hollow Local Development Corporation or Village of Sleepy Hollow** based on specific need.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the **Sleepy Hollow Local Development Corporation**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Sleepy Hollow Local Development Corporation** the Contractor shall promptly obtain a new policy, submit same to the **Sleepy Hollow Local Development Corporation**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Sleepy Hollow Local Development Corporation**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.

9. The Insurance Policy shall be endorsed to name the **Sleepy Hollow Local Development Corporation and Village of Sleepy Hollow, WSP - Consulting Engineers**, and any directors, officers, employees, subsidiaries, and affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the **Sleepy Hollow Local Development Corporation, Village of Sleepy Hollow and WSP - Consulting Engineers**, shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.
10. Copies of the insurance policies shall be submitted to the **Sleepy Hollow Local Development Corporation, the Village of Sleepy Hollow and WSP - Consulting Engineers** for approval prior to the signing of the Contract.

All required insurance must be in effect and continued so during the life of the contract, at the contractor's expense, and is subject to the approval of counsel to the Sleepy Hollow Local Development Corporation as to adequacy, form and correctness.

#### RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR:

The contractor shall be the insurer of the Sleepy Hollow Local Development Corporation and the Village of Sleepy Hollow, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the contractor, of the Corporation, Village, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Village subsequent to the acceptance of the proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the contractor shall forthwith repair, replace and make good the work without cost to the Village.
2. The risks of injuries or damages, direct or consequential, to the Corporation or Village, as well as their officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The contractor shall indemnify the Corporation and the Village, as well as their officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Corporation, the Village, as well as their officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Corporation, the Village, or any of its employees or agents. The contractor shall indemnify the Corporation and the Village, as well as their officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof. Neither the acceptance of the completed work nor payment therefore shall release the contractor from his obligation under the Schedule, provided, however, that the risks and indemnifications assumed by the contractor shall not inure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this contract.

**SECTION I**  
GENERAL CONDITIONS

**TABLE OF ARTICLES**

1. Definitions
2. Preliminary Matters
3. Contract Documents: Intent and Reuse
4. Availability of Lands; Physical Conditions; Reference Points
5. Bonds and Insurance
6. Contractor's Responsibilities
7. Work by Others
8. Corporation 's Responsibilities
9. Engineer's Status During Construction
10. Changes in the Work
11. Change of Contract Price
12. Change of the Contract Time
13. Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work
14. Payments to Contractor and Completion
15. Suspension of Work and Termination
16. Dispute Resolution
17. Miscellaneous

**ARTICLE 1 - DEFINITIONS**

1. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

A. Defined Terms:

1. Addenda: Written or graphic instruments issued by the ENGINEER prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.
2. Agreement: The written agreement between CORPORATION and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
3. Application for Payment: The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
4. Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. Bidder: Any person, firm or corporation submitting a Bid for the Work.
6. Bidding Documents: Notice to Bidders or advertisement, if any, Instructions to Bidders, other bidding information and requirements, Bidding Forms and

- attachments, Contract and Bond forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
7. Bonds: Bid, performance, and labor and material Payment Bonds and other instruments of security.
  8. Change Order: A written order to CONTRACTOR signed by CORPORATION authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.
  9. Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all modifications issued after execution of the Agreement.
  10. Contract Price: The moneys payable by CORPORATION to CONTRACTOR under the Contract Documents as stated in the Agreement.
  11. Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.
  12. CONTRACTOR: The person, firm or corporation with whom CORPORATION has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term "CONTRACTOR" shall mean the appropriate prime CONTRACTOR. Whenever a specific prime CONTRACTOR is referred to, terms such as "General CONTRACTOR", "Electrical CONTRACTOR", etc. will be used.
  13. Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
  14. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation for final payment (unless responsibility for the protection thereof has been assumed by CORPORATION at Substantial Completion in accordance with Paragraph 14.5).
  15. Drawings: The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.
  16. Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
  17. ENGINEER: The person, firm or corporation named as such in the Agreement.
  18. Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.



19. Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A Modification may only be issued after the Effective Date of the Agreement.
20. Notice of Award: The written notice by CORPORATION to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, CORPORATION will sign and deliver the Agreement.
21. Notice to Proceed: A written notice given by CORPORATION to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.
22. CORPORATION: The public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
23. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
24. Project Manual: The bound documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
25. Resident Project Representative: The authorized representative of ENGINEER who is assigned to the site or any part thereof.
26. Samples: Physical examples furnished by the CONTRACTOR to illustrate materials, equipment or workmanship, and to establish standards by which some portions of the Work will be judged.
27. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
28. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
29. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
30. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.9.A. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
31. Supplementary Conditions: Modifications and additions to the General Conditions.

32. Unit Price Work: Work to be paid for on the basis of unit prices contained in the Contract Documents.

33. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## ARTICLE 2 - PRELIMINARY MATTERS

### 2.1.1 Delivery of Bonds and Insurance Certificates:

- A. When CONTRACTOR executes Agreement with CORPORATION, CONTRACTOR shall deliver to CORPORATION such Bonds as CONTRACTOR may be required to furnish in accordance with Article 5.
- B. When CONTRACTOR executes Agreement with CORPORATION, CONTRACTOR shall deliver to CORPORATION, with a copy to ENGINEER, certificates (and other evidence of insurance requested by CORPORATION) which CONTRACTOR is required to purchase and maintain in accordance with Article 5, and CORPORATION shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which CORPORATION is required to purchase and maintain in accordance with Article 5.

### 2.2 Copies of Documents:

- A. CORPORATION shall furnish to CONTRACTOR up to four copies of the Drawings and Specifications as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### 2.3 Commencement of Contract Time; Notice to Proceed:

- A. The Contract Time will commence to run on the day indicated in the Notice to Proceed.

### 2.4 Starting the Project:

- A. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.
- B. If the CORPORATION, in good faith, determines that the CONTRACTOR is behind the Project Schedule, the CORPORATION shall give the CONTRACTOR ten (10) days to take whatever action is necessary to return the Work to adherence to the Project Schedule. After such ten (10) day period, if the CORPORATION determines that the Work is still behind the Project Schedule, and CONTRACTOR fails to initiate the cure and fails to continue to progress with the cure of correcting the deficiency or work to the satisfaction of the CORPORATION, the CORPORATION may terminate the

Contract without any further notice or correct the deficiency at the CONTRACTOR's expense.

**2.5 Before Starting Construction:**

- B. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.
- C. Immediately after signing the Agreement, CONTRACTOR shall submit to ENGINEER for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.
- D. Within ten days after the effective date of the Agreement the CONTRACTOR shall submit to the ENGINEER for approval a complete list of the Vendors the CONTRACTOR has selected to furnish the equipment and material specified for the Work.

**2.6 Preconstruction Conference:**

- A. Immediately after signing the Agreement, but before CONTRACTOR starts the Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

**ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND REUSE**

**3.1 Intent:**

- A. The Contract Documents are the property of the CORPORATION and comprise the entire Agreement between CORPORATION and CONTRACTOR concerning the Work. They may be altered only by a Modification. As stated in Article 3 of the Agreement and reiterated herein, it is expressly understood and agreed by the CORPORATION and CONTRACTOR herein that no contractual relationship of any type whether quasi contractual, implied, functional or other is intended to be formed between any parties other than the undersigned CORPORATION and CONTRACTOR.
- B. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby;

however, CONTRACTOR shall not be liable to CORPORATION or ENGINEER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

- C. It is the intent of the Specifications and Drawings to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for, at no additional cost to the CORPORATION.
- D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, CONTRACTOR shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or "or equal" item of material or equipment.
- E. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of CORPORATION, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in Paragraph 9.3.
- F. The Contract Documents shall be governed by the laws of the State of New York.

### 3.2 Re-use of Documents:

- A. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or Corporation ship rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of CORPORATION and ENGINEER and specific written verification or adaptation by ENGINEER.

## ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

- A. CORPORATION shall furnish, as necessary to accomplish the Work all access, easements or acquisition of the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent pipelines will be obtained and paid for by CORPORATION, unless otherwise provided in the Contract Documents.
- B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions - Investigations and Reports:

- A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by ENGINEER in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

4.3 Unforeseen Physical Conditions:

- A. CONTRACTOR shall promptly notify CORPORATION and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. ENGINEER will promptly review those conditions and advise CORPORATION in writing if further investigations or tests are necessary. Promptly thereafter, CORPORATION shall obtain the necessary additional investigations and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

- A. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other Bonds as are

required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:

1. Are licensed to conduct business in the State where the Project is located, and
2. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- B. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1 .A, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to CORPORATION.

## 5.2 Contractor's Liability Insurance:

- A. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance of the Work is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
  4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
  5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  6. Claims for damages because of bodily injury or death of any person or property damage arising out of the Corporation ship, maintenance or use of any motor vehicle; and
  7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

- B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraph 13.7. The comprehensive general liability insurance shall include completed operations insurance and shall include CORPORATION, ENGINEER and their agents and employees as additional insureds. CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and shall furnish CORPORATION with evidence of continuation of such insurance at final payment and one year thereafter.

**5.3 Contractual Liability Insurance:**

- A. The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to CONTRACTOR's obligations under Paragraph 6.15.

**5.4 Corporation's Liability Insurance:**

- A. CORPORATION shall be responsible for purchasing and maintaining CORPORATION's own liability insurance and, at CORPORATION's option, may purchase and maintain such insurance as will protect CORPORATION against claims which may arise from operations under the Contract Documents.

**5.5 Certificates of Insurance:**

- A. All certificates of the insurance required to be purchased by CONTRACTOR pursuant to Article 5 shall be filed in accordance with Paragraph 2.1 .B. Certificates shall be acceptable to CORPORATION and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CORPORATION and ENGINEER by certified mail.

**5.6 Additional Bonds and Insurance:**

- A. CORPORATION may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as CORPORATION may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by CORPORATION except as otherwise provided in Paragraph 6.3.A.1 and Paragraph 13.8.B.

**ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

**6.1 Supervision and Superintendence:**

- A. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and safety measures incident thereto. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to CORPORATION and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.
- C. The CORPORATION shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The CORPORATION will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

6.2 Labor, Materials and Equipment:

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without CORPORATION's written consent given after prior written notice to ENGINEER.
- B. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. CONTRACTOR shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.
- C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.



- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to impose on ENGINEER responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions:

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in Paragraphs 6.3.A.1 and 6.3.A.2.

1. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that CONTRACTOR agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute. ENGINEER will be allowed a reasonable time within which to evaluate the proposed substitute. ENGINEER will be the sole judge of acceptability and no substitute will be ordered or installed without ENGINEER's prior written acceptance. CORPORATION may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

2. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse CORPORATION for the charges of ENGINEER and ENGINEER's consultants for evaluating any proposed substitute.

6.4 Concerning Subcontractors:

- A. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom CORPORATION or ENGINEER may have reasonable objection. If CORPORATION or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall not be increased or decreased. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection. Acceptance of any Subcontractor, other person or organization by CORPORATION or ENGINEER shall not constitute a waiver of any right of CORPORATION or ENGINEER to reject defective Work.
- B. CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CORPORATION or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CORPORATION or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. CORPORATION or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.
- C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.5 Patent Fees and Royalties:

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if

to the actual knowledge of CORPORATION or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CORPORATION in the Contract Documents. CONTRACTOR shall indemnify and hold harmless CORPORATION, ENGINEER, Village of Sleepy Hollow, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Permits:

- A. Unless otherwise indicated in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all safety permits, construction permits and licenses necessary to complete the work, including all necessary permits and approvals from the Metropolitan Transportation Authority. CORPORATION shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. CONTRACTOR shall also pay all charges of utility service companies for connections to the Work, and CORPORATION shall pay all charges of such companies for capital costs related thereto.
- A. The CONTRACTOR must be familiar with these permits and be responsible for compliance with the permit requirements. However, there is no guarantee that the permits contain all the requirements with which the CONTRACTOR must comply. These permits are not part of the Contract Documents.
- B. HIGHWAY OPENING PERMITS: The CONTRACTOR shall obtain all permits, pay all fees, and provide all insurance bonds required for work in the Village of Sleepy Hollow, New York.
- C. The CONTRACTOR shall strictly comply with the conditions of all permits.

6.7 Laws and Regulations:

- A. CONTRACTOR shall give all notices and comply with all Federal, State and local laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary

responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.8 Taxes:

- A. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

6.9 Use of Premises:

- A. CONTRACTOR shall comply with the following requirements unless otherwise indicated in the Detailed Specifications.
- B. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably disturb more of the various premises than the absolute minimum required for the proper performance of the Work.
- C. During progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for resumption of normal use. CONTRACTOR shall restore to their original condition those disturbed portions of the site not designated for alteration by the Contract Documents.
- D. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

6.10 Record Documents:

- A. CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and Samples, and Permits at the site in good order, dimensioned and annotated to show all changes made and utilities encountered during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER for CORPORATION upon completion of the Work.

6.11 Safety and Protection:

- A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons who may be affected thereby, including confined space entry;
  2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
  3. Other property at the site of the Work or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, driveways, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify Corporation of adjacent property and utilities when prosecution of the Work may affect them. CONTRACTOR shall cooperate with the utility in the protection, removal, relocation or replacement of such utility property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to CORPORATION and CONTRACTOR in accordance with Paragraph 14.9 that the Work is acceptable.
- C. CONTRACTOR shall designate a responsible member of their organization to be at the site of the Work during all operations whose duty shall be the enforcement of the applicable safety regulations and the prevention of accidents. This person shall be a qualified and experienced expert in construction safety requirements and procedures and shall be designated in writing by CONTRACTOR to CORPORATION.

#### 6.12 Emergencies:

- A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or CORPORATION, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

#### 6.13 Shop Drawings and Samples:

- A. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with Paragraph 4.4 and the accepted schedule of Shop Drawings submissions (see Paragraph 2.6) and the as specified in the Special Notes, copies of all Shop Drawings, which shall have been

checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required.

- B. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of CONTRACTOR, and identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- C. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.
- D. ENGINEER will review and approve with reasonable promptness Shop Drawings and Samples, but ENGINEER's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make all corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR's stamp of approval on any Shop Drawing or Sample shall constitute a representation to CORPORATION and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.
- E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by ENGINEER.
- F. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or Samples.

#### 6.14 Continuing the Work:

- A. CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with CORPORATION. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and CORPORATION may otherwise agree in writing.

6.15 Indemnification:

- A. To the fullest extent by permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the CORPORATION, CORPORATION's consultant's, Village of Sleepy Hollow ENGINEER, ENGINEER's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the CONTRACTOR, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.
- B. In any and all claims against CORPORATION, ENGINEER, Village of Sleepy Hollow, or any of their respective agents, employees or consultants by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15 A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of CONTRACTOR under Paragraph 6.1 5A shall not extend to the liability of ENGINEER, their agents, employees or consultants arising out of the ENGINEER's preparation or approval of maps, Drawings, written opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7 - WORK BY OTHERS

7.1 CORPORATION may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other Contractors who are parties to such direct contracts (or CORPORATION, if CORPORATION is performing the additional work with CORPORATION's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate their Work with theirs.

7.2 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other Contractor or utility service company (or CORPORATION ),

CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results.

CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in the other work.

7.3 CONTRACTOR shall do all cutting, fitting and patching of their Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.4 If the performance of additional work by other Contractors or utility service companies or CORPORATION was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by CORPORATION or others involves additional expense or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 provided that the CONTRACTOR will make no claim which is barred by the provisions of Paragraph 12.3.

#### ARTICLE 8 - CORPORATION 'S RESPONSIBILITIES

8.1 CORPORATION shall issue all communications to CONTRACTOR through ENGINEER.

8.2 CORPORATION shall furnish the data required by CORPORATION under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.

8.3 CORPORATION 's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 .A and 4.4. Paragraph 4.2.A refers to CORPORATION's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.4 CORPORATION's responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.

8.5 In connection with CORPORATION's rights to request changes in the Work in accordance with Article 10, CORPORATION (especially in certain instances as provided in Paragraph 10.4) is obligated to execute Change Orders.

8.6 CORPORATION's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.3.



8.7 In connection with CORPORATION's right to stop Work or suspend Work, see Paragraphs 13.5A and 15.1. Paragraph 15.2A deals with CORPORATION's right to terminate services of CONTRACTOR under some circumstances.

#### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

##### 9.1 CORPORATION's Representative:

- A. ENGINEER will be CORPORATION's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as CORPORATION's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of CORPORATION and ENGINEER.

##### 9.2 Visits to Site:

- A. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will inform CORPORATION of the progress of the Work and will endeavor to guard CORPORATION against defects and deficiencies in the Work.

##### 9.3 Clarifications and Interpretations:

- A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

##### 9.4 Rejecting Defective Work:

- A. ENGINEER will have authority to disapprove or reject Work that ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

##### 9.5 Project Representation:

- A. If CORPORATION and ENGINEER agree, ENGINEER will designate a Resident Project Representative or Representatives to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any

such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If CORPORATION designates another agent to represent him at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ENGINEER will render in writing within a reasonable time. Claims by the CONTRACTOR must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the CONTRACTOR first recognizes the condition giving rise to the Claim, whichever is earlier. Claims by the CORPORATION must be initiated within a reasonable time after occurrence of the event giving rise to such claim or after the CORPORATION recognizes the condition giving rise to the Claim. The CONTRACTOR waives all Claims and causes of action not commenced in accordance with this Section. Complete written supporting data will be submitted to ENGINEER and the other party within forty- five days of Submission of a Claim to the ENGINEER unless ENGINEER allows an additional period of time to ascertain more accurate data. In their capacity as interpreter and judge, ENGINEER will not show partiality to CORPORATION or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- B. The rendering of a decision by ENGINEER pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by CORPORATION or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

9.7 Limitations on ENGINEER's Responsibilities:

- A. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, and Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or

adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.7.C and 9.7.D.

- C. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- D. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

#### ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement, CORPORATION may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on CORPORATION, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Additional Work performed without authorization of Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraphs 10.2, 13.4B, and except in the case of an emergency as provided in Paragraph 6.12. If the CONTRACTOR performed a change in the work without receipt of a written Change Order, the CONTRACTOR shall be deemed to have waived any claim for any additional compensation or extension of time for changes in the work.

- 10.4 CORPORATION shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by CORPORATION, or required because of unreasonable unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in Paragraphs 11.6 and 15.1, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.
- 10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to CORPORATION.
- 10.6 In no case shall the CONTRACTOR delay the progress of the Work, or any part thereof, in response to changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes.
- 10.7 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the contract sum and the construction schedule.

#### ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at their expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to CORPORATION and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within twenty days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by ENGINEER if CORPORATION and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein.
- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- B. By mutual acceptance of a lump sum.

- C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).
- D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, CONTRACTOR will submit in form acceptable to ENGINEER, an itemized cost breakdown together with supporting data.

#### 11.4 Cost of the Work:

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CORPORATION, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.
  - 1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CORPORATION and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by CORPORATION.
  - 2. Cost of all materials and equipment furnished and incorporated in the Work, including reasonable costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CORPORATION deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CORPORATION. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CORPORATION, and CONTRACTOR shall make provisions so that they may be obtained.
  - 3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CORPORATION, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CORPORATION who will then determine, with the advice of ENGINEER which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work shall be determined in the same manner as

CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4. Costs of special consultants employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
  - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CORPORATION with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
  - e. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of CORPORATION. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in Paragraph 11.5.
  - g. The cost of utilities, fuel and sanitary facilities at the site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- i. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in their principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11 .4.A. 1 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.
2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11 .4.A.

11.5 Cash Allowances:

- A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on

account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.6 Unit Price Work:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to CORPORATION and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within twenty days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if CORPORATION and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The CONTRACTOR waives all claims and causes of action for an extension of the Contract Time not commenced in accordance with this Section.
- 12.2 An extension of the Contract Time shall be the sole remedy of the CONTRACTOR for for to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by CORPORATION or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the CONTRACTOR unless such party's delay is attributable to one of the above enumerated causes. In no event shall the CONTRACTOR be entitled to any compensation or recovery of any damages, in connection with any delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs.
- 12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. CONTRACTOR shall be responsible for all direct and consequential damages to CORPORATION arising from any delay of CONTRACTOR, its Subcontractors and suppliers, in performing or completing the Work in accordance with the time requirements of the Contract. The indemnity provisions of the Contract are applicable to such damages and to claims arising in respect thereto.



ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee:

- A. CONTRACTOR warrants and guarantees to CORPORATION and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective.

Prompt notice of all defects observed by the ENGINEER shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.

13.2 Access to Work:

- A. ENGINEER and ENGINEER's representatives, other representatives of CORPORATION, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

- A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.
- B. If any law, ordinance, rule, regulation, code or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with CORPORATION's or ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Unless otherwise specified, the cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by CONTRACTOR.
- C. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to CORPORATION (or by ENGINEER if so specified).
- D. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

- E. Neither observations by ENGINEER nor inspections, test or approvals by others shall relieve CONTRACTOR from their obligations to perform the Work in accordance with the Contract Documents.

#### 13.4 Uncovering Work:

- A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, and upon reasonable notice to CORPORATION, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expense of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective and there is no contradiction with Paragraph 13.3.D, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

#### 13.5 Corporation May Stop the Work:

- A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, CORPORATION may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CORPORATION to stop the Work shall not give rise to any duty on the part of CORPORATION to exercise this right for the benefit of CONTRACTOR or any other party.

#### 13.6 Correction or Removal of Defective Work:

- A. If required by ENGINEER, CONTRACTOR shall promptly, without cost to CORPORATION and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work.

#### 13.7 One Year Correction Period:

- A. If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract

Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CORPORATION and in accordance with CORPORATION 's written instructions, either correct such defective Work, or, if it has been rejected by CORPORATION , remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CORPORATION may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

**13.8 Acceptance of Defective Work:**

- A. If, instead of requiring correction or removal and replacement of defective Work, CORPORATION (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, CORPORATION may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to CORPORATION.
- B. CORPORATION may require CONTRACTOR to furnish, at CONTRACTOR's expense, a special performance guarantee or other surety prior to acceptance of defective Work.

**13.9 Corporation May Correct Defective Work:**

- A. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with Paragraph 13.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), CORPORATION may, after seven days' written notice to CONTRACTOR, correct or remedy any such deficiency. In exercising their rights under this Paragraph, CORPORATION shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CORPORATION may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CORPORATION has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CORPORATION, CORPORATION's representatives, agents and employees such access to the site as may be necessary to enable CORPORATION to exercise their rights under this Paragraph. All direct and indirect costs of CORPORATION in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular

but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in their performance of the Work attributable to the exercise by CORPORATION of CORPORATION's rights hereunder.

#### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

##### 14.1 Schedules:

- A. At least twenty days prior to submitting the first application for a progress payment, CONTRACTOR shall submit to ENGINEER a progress schedule, and a final schedule of Shop Drawings submissions for the Work. These schedules shall be satisfactory in form and substance to ENGINEER.

##### 14.2 Application for Progress Payment:

- A. At least twenty days before each application for a progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- B. Applications will be incomplete without Certified Payroll.

##### 14.3 CONTRACTOR's Warranty of Title:

- A. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to CORPORATION at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

##### 14.4 Review of Applications for Progress Payments:

- A. ENGINEER will, within ten days after receipt of each CONTRACTOR certified and signed Application for Payment, either indicate in writing their recommendation of payment and present the application to CORPORATION, or return the application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. CORPORATION shall, within thirty days of presentation to

him of the application for Payment with ENGINEER's recommendation, pay CONTRACTOR the amount recommended.

- B. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to CORPORATION , based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to CORPORATION free and clear of any liens.
- C. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to CORPORATION that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.
- D. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to CORPORATION. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect CORPORATION from loss because:
1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
  2. Written claims have been made against CORPORATION or Liens have been filed in connection with the Work,
  3. The Contract Price has been reduced because of Modifications,
  4. CORPORATION has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
  5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or

6. CONTRACTOR's failure to make payment to Subcontractors for labor, materials or equipment.

14.5 Substantial Completion:

- A. For the purposes of this Contract, "Substantial Completion" shall mean that the CONTRACTOR has completed the following:
  1. Clearing and grubbing.
  2. Demolition of the concrete deck
  3. Demolition of the steel superstructure
  4. Demolition of the steel substructure.
  5. Removal and disposal of the demolished item from the site.
- B. When CONTRACTOR considers the Work ready for its intended use, CONTRACTOR shall, in writing to CORPORATION and ENGINEER, certify that the Work is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, CORPORATION, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving their reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CORPORATION a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CORPORATION shall have seven days after receipt of the tentative certificate during which CORPORATION may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to CORPORATION notify CONTRACTOR in writing, stating their reasons therefor. If, after consideration of CORPORATION's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to CORPORATION and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from CORPORATION. At the time of delivery of the tentative Certificate of Substantial Completion ENGINEER will deliver to CORPORATION and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CORPORATION and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless CORPORATION and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to their issuing the definitive Certificate of Substantial Completion ENGINEER's aforesaid recommendation will be binding on CORPORATION and CONTRACTOR until final payment.

- C. CORPORATION shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CORPORATION shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.6 Not used.

14.7 Final Inspection:

- A. Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with CORPORATION and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

- A. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) CONTRACTOR may make application for final payment following the procedures for progress payments. All prior progress payments shall be subject to review and correction by the ENGINEER and appropriate adjustments made as part of the final application procedure. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to CORPORATION) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CORPORATION, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CORPORATION or their property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CORPORATION to indemnify CORPORATION against any Lien.

14.9 Final Payment and Acceptance:

- A. If, on the basis of ENGINEER's observation of the Work during construction and final inspection and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of their obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing their

recommendation of payment and present the application to CORPORATION for payment. Thereupon ENGINEER will give written notice to CORPORATION and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, ENGINEER will return the application to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the application. If the application and accompanying documentation are appropriate as to form and substance, CORPORATION shall, within thirty days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.

- B. If, through no fault of CONTRACTOR, final completion is materially delayed and if ENGINEER so confirms, CORPORATION shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CORPORATION for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with their application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### 14.10 CONTRACTOR's Continuing Obligation:

- A. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by CORPORATION to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CORPORATION, nor any act of acceptance by CORPORATION nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Paragraph 14.9, nor any correction of defective Work by CORPORATION shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

#### 14.11 Waiver of Claims:

- A. The making and acceptance of final payment shall constitute:
1. A waiver of all claims by CONTRACTOR against CORPORATION other than those previously made in writing and still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION



15.1 CORPORATION May Suspend Work:

- A. CORPORATION may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Corporation May Terminate:

- A. Upon the occurrence of any one or more of the following events:
1. If CONTRACTOR is adjudged bankrupt or insolvent,
  2. If CONTRACTOR makes a general assignment for the benefit of creditors,
  3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property,
  4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
  5. If CONTRACTOR repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
  6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
  7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
  8. If CONTRACTOR disregards the authority of ENGINEER, or
  9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents, CORPORATION may after giving CONTRACTOR seven (7) days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site, incorporate in the Work all materials and equipment stored at the site or for which CORPORATION has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CORPORATION may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to CORPORATION. Such costs incurred by CORPORATION

shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work CORPORATION shall not be required to obtain the lowest figure for the Work performed.

- B. Where CONTRACTOR's services have been so terminated by CORPORATION, the termination shall not affect any rights of CORPORATION against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CORPORATION will not release CONTRACTOR from liability.
- C. Upon seven (7) days written notice to CONTRACTOR and ENGINEER, CORPORATION may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):
  - 1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such completed work;
  - 2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
  - 4. For reasonable expenses directly attributable to termination. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

### 15.3 CONTRACTOR May Stop Work or Terminate:

- A. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by CORPORATION or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or CORPORATION fails for thirty days to pay CONTRACTOR any sum finally determined to be due, but only where the CORPORATION or ENGINEER has not given notice to the CONTRACTOR that it is withholding payment to such extent as may be necessary in the their opinion to protect the CORPORATION from a loss for which the CONTRACTOR is responsible for Work not performed in accordance with Contract Documents, then CONTRACTOR may, upon seven (7) days written notice to CORPORATION and ENGINEER, and provided that CORPORATION or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from CORPORATION payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or CORPORATION has failed to make any payment as aforesaid,

CONTRACTOR may upon seven (7) days written notice to CORPORATION and ENGINEER stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve CONTRACTOR of their obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with CORPORATION.

#### ARTICLE 16 - DISPUTE RESOLUTION

16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between CORPORATION and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.

16.2 In the case of any dispute that is required to be referred to ENGINEER initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of either (a) the date on which ENGINEER has rendered a decision, or (b) the tenth day after the parties have presented their evidence to ENGINEER; and no proceeding with respect to such dispute shall be commenced later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof.

#### ARTICLE 17 - MISCELLANEOUS

##### 17.1 Giving Notice:

- A. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known for whom the notice is intended.

##### 17.2 Computation of Time:

- A. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

##### 17.3 General:

- A. Should CORPORATION or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to CORPORATION and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract except as to paragraph 16.2, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

+ + END OF SECTION + +

**SECTION J**  
**SUPPLEMENTARY CONDITIONS**

(These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.)

**TABLE OF ARTICLES**

SC-1	Definitions
SC-4	Availability of Lands; Physical Conditions; Reference Points
SC-5	Bonds and Insurance
SC-6	CONTRACTOR's Responsibilities
SC-7	Location of Existing Utilities
SC-8	Notification of Damaged Utilities
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SC-14	Notification of Interim Connections and Substantial Completion
SC-18	Statutory and Special Requirements and Provisions
SC-20	Dispute Resolution

**ARTICLE SC-1 - DEFINITIONS**

SC1.1        The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**ARTICLE SC-4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

SC4.2        Physical Conditions - Subsurface Investigations and Reports:

A. Subsurface Data: The following paragraphs provide information on subsurface investigations and reports used in the design of the Project:

1. No subsurface investigations data are available for this project.

B. Permits: Further to Paragraph 6.6 of the General Conditions, the following paragraphs provide supplementary information on water bodies within and adjacent to the project site.

1. In the design of the Project, the ENGINEER has relied upon data contained in the regulatory permits issued by the USACOE.

2. The making available of this data to Bidders is not intended to relieve them from their responsibility to familiarize themselves with the requirements of the agencies issuing the permits and the physical conditions in accordance with the requirements of Article 6 of the Instructions to Bidders. The submission of a proposal constitutes an agreement by the Bidder that they shall make no claim against the CORPORATION or its agents or employees and the ENGINEER or its officers,

agents or employees because the data made available to prospective Bidders may not be representative of the actual requirements of the agencies at the time of construction.

C. Location of the Existing Utilities, Structures, Lines and Grades.

1. The CONTRACTOR shall be responsible for establishing all control elevations, location and elevation of existing structures and utilities, construction stake-out of all proposed work and all other detailed surveys necessary for Project construction.

**ARTICLE SC-5 - BONDS AND INSURANCE**

SC5. 1 Performance, Payment and Other Bonds:

- A. Add following new paragraphs immediately after Paragraph 5.1.B of the General Conditions:

- "1. Special Guarantee Bonds: Except as provided in Paragraph 5.10, whenever a special guarantee is required by the Specifications or any other Contract Document to be given by the CONTRACTOR, Subcontractor, installer, manufacturer, or any other person, such person shall furnish a Bond to CORPORATION. Such Bond is to be issued by a corporate surety, for the period of the guarantee, which shall commence on the date of final acceptance of the Work, product, material, etc. Such Bond or the guarantee from which it arises shall provide for replacement or repair of the defective work, product, material, etc., promptly upon notification of the existence of said defect. Unless otherwise required by the Specifications this requirement for a Bond shall be automatically waived where the guarantee is being furnished by a manufacturer of equipment regularly doing business in interstate commerce.
2. Performance Bond and Payment Bond shall be in accordance with the forms included with the Agreement."

SC5.2 CONTRACTOR's Liability Insurance:

- A. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts, or greater where required by law:

Prior to commencing the Work, CONTRACTOR shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work, or later as required by the terms of the Contract:

1. For Workers' Compensation, etc. under Paragraphs 5.2.A.1 and 5.2.A.2 of the General Conditions:
  - a. Applicable Federal or State: Statutory

- b. Employer's Liability:      \$1,000,000
- 2. For Comprehensive General Liability under Paragraphs 5.2.A.3 through 5.2.A.5 and Paragraph 5.2.A.7 of the General Conditions (including Premises-Operations, Independent Contractor's Protection, Products and Completed Operations, Broad Form Property Damage, and Contractual Liability):
  - a. \$1,000,000 each occurrence (Bodily Injury and Property Damage) with \$5,000,000 General Aggregate per Project

The CORPORATION, the Village of Sleepy Hollow, along with their respective officers, agents and employees and the ENGINEER shall be named as additional Insured for Ongoing Operations and Products/Completed Operations (Form CG2010 10/11 and CG2037 10/0 1) or its equivalent, on a primary noncontributory basis with respect to the additional insured. The General Liability Policy must contain a per project aggregate. To the fullest extent permitted by applicable State law, a Waiver of Subrogation clause in favor of the CORPORATION, Village of Sleepy Hollow and the ENGINEER, and their respective officers, agents, and employees with respect to this project must be in place during the policy term.

A 30-day cancellation provision in the event of cancellation or material change in policy coverage shall be endorsed to the policy for the CORPORATION, the Village of Sleepy Hollow and the ENGINEER.

- 3. For Comprehensive Automobile Liability under Paragraph 5.2.A.6 of the General Conditions:
  - a. \$500,000 per person/\$1,000,000 Bodily Injury per Accident
  - b. \$1,000,000 Property Damage per Accident
  - c. CORPORATION, the Village of Sleepy Hollow as Additional Insureds.
- 4. CONTRACTOR shall provide Blanket Excess Liability Coverage in the amounts of \$5,000,000 each occurrence and \$5,000,000 aggregate over General Liability, Commercial Automobile and Employers Liability. The CORPORATION, the Village of Sleepy Hollow and the ENGINEER shall be named as Additional Insured.
- 5. New York State Disability Statutory Limit DB120 From required.

Prior to the commencement of Work on any individual project, a Certificate of Insurance and the Additional Insured Endorsements are required. Copies of Insurance Policies shall promptly be made available to the Corporation and the Village of Sleepy Hollow upon request.

SC5.11      General Information on Bonds and Insurance Requirements:

A. Add following new paragraphs to end of Article 5 of the General Conditions:

- "1. Policies of insurance maintained by the CORPORATION or CONTRACTOR with respect to the Work on this Project shall be issued by a responsible insurance company or companies, duly qualified to do business in the State of New York, and shall be subject to approval of the CORPORATION as to financial security and stability. Such policies of insurance shall be nonassessable and shall be written in the name of and for the benefit of the CORPORATION, CONTRACTOR, and Subcontractors as their respective interests may appear.
2. The required insurance coverages include the legal liability of the CONTRACTOR for loss or damage to property of the CORPORATION, and for indemnification of the CORPORATION, and the ENGINEER, and their representatives, agents and servants.
3. The CONTRACTOR shall not commence or proceed to work under this Contract until they have obtained all required insurance and until he shall have filed the Certificates of Insurance with the CORPORATION.
4. In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR, until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CORPORATION.
5. CORPORATION shall be named as an additional insured on each policy and the CONTRACTOR's insurers must have an A+ Operating financial rating as listed in Best's Key Rating Guide, latest edition.
6. CONTRACTOR expressly understands and agrees that any insurance protection required by these conditions shall in no way limit the CONTRACTOR's obligations created hereunder and shall not be construed to relieve the CONTRACTOR of any liability in excess of such coverage, nor shall it preclude the CORPORATION from taking any actions as are available to it under any provision of any agreement between the CORPORATION and the CONTRACTOR or otherwise available under the law.
7. CONTRACTOR shall also secure and maintain in force during the time required by the insured, the various insurances required by the State of New York, County of Westchester, and other governing and regulatory agencies.
8. If CORPORATION has any objections to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with Paragraphs 5.2, 5.3 and 5.5.A of the General Conditions on the basis of its not complying with the Contract Documents, CORPORATION will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to CORPORATION in accordance with Paragraph 2.1.B of the General Conditions. If CONTRACTOR has any objections to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by CORPORATION in accordance with Paragraph 5.5.B of the General Conditions on the basis of it not complying with the Contract Documents, CONTRACTOR will notify CORPORATION in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance



with Paragraph 2.1.B of the General Conditions. CORPORATION and CONTRACTOR will each provide to the other such additional information in respect of insurance provided by him as the other may reasonably request. Failure by CORPORATION or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents."

#### ARTICLE SC-6 - CONTRACTOR'S RESPONSIBILITIES

##### SC6.2 Labor, Materials and Equipment:

A. Add following new paragraphs immediately after Paragraph 6.2.D. of the General Conditions:

1. During freezing, stormy or inclement weather, no Work shall be done except such as can be done satisfactorily as determined by the ENGINEER and in a manner to secure first-class workmanship throughout.

##### SC6.3 Substitutions:

A. Add the following new paragraph immediately after Paragraph 6.3.A.2 of the General Conditions:

- "3. The charges of the ENGINEER and its consultants shall be reimbursed to the CORPORATION as part of each progress payment, as applicable."

##### SC6.8 Taxes:

A. Add a new Paragraph immediately after Paragraph 6.8.A of the General Conditions, which is to read as follows:

"B. CORPORATION may be exempt for payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials to be incorporated into the Work.

1. CORPORATION will furnish any certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
2. The CORPORATION's exemption, if any, does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work."

##### SC6. 11 Safety and Protection:

A. Add following new paragraphs immediately after Paragraph 6.1 1.C of the General Conditions:

D. The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), as amended.

E. The attention of the CONTRACTOR is directed to the provisions of Section 4(b)(4) of the Occupational Safety and Health Act of 1970, as follows: 'Nothing in this Act shall be construed to supersede or in any manner affect any workers' compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.'

F. Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with all laws, ordinances, rules, regulations and orders of any public body. CONTRACTOR shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any employer on the site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer on the site. Each subcontractor or employer shall furnish to the CONTRACTOR any material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with all laws, ordinances, rules, regulations and orders of any public body.

G. In addition to the safety and protection responsibilities of Section 6.11 of the General Conditions, the CONTRACTOR shall utilize OSHA Approved Confined Space Entry procedures throughout the Work. Caution shall be exercised by the CONTRACTOR relative to oxygen deficiency, and the collection and accumulation of hazardous and toxic gases which may be present in sewers and appurtenant structures. The CONTRACTOR shall take required precautions for the detection of oxygen deficiency and toxic and hazardous gases, and shall provide the necessary safety apparatus in good working order, if and when oxygen deficiency and/or hazardous and toxic gases are encountered in the Work."

SC6.16 Notification of Utilities and Other corporations:

A. Add following new paragraphs to end of Article 6 of the General Conditions:

1. The CONTRACTOR shall be required to fully inform himself concerning the location of public or private facilities and structures on, under, or over the Project, which may interfere with their operations, and it shall be assumed that CONTRACTOR has prepared their Bid and entered into the Contract in full understanding of the conditions to be encountered, and their responsibilities in connection therewith. From investigations and field surveys, the locations of such facilities and structures

as have been brought to the attention of the ENGINEER are indicated on the Drawings, but the locations of storm drains, water, electric, gas, sewer, telephone lines, cable television service, fuel storage tanks, fuel lines, etc., and the nature of materials are not guaranteed. The indication on the Drawings of such facilities shall not be assumed to relieve the CONTRACTOR of any responsibility with respect thereto; neither shall the CORPORATION or ENGINEER be held responsible for any omission or failure to give notice to the CONTRACTOR of any other facility or structure on, under, or over the Project, or the presence of rock or other unsuitable material.

2. The CONTRACTOR shall notify all utilities that he will be making an excavation prior to the start of such work.

#### ARTICLE SC-7 - LOCATION OF EXISTING UTILITIES

The location of known existing utilities as shown on the Plans, such as waterlines, storm drains, sewers and utility lines, have been located in accordance with the available information from respective utility corporations. The CORPORATION and/or ENGINEER do not guarantee the completeness or the correctness of the data. The CONTRACTOR shall verify these locations and in no way shall the CONTRACTOR hold the CORPORATION and/or ENGINEER responsible for utilities which may not be located as shown on or which may have been omitted from the Drawings. The CONTRACTOR shall take all necessary precautions to protect services and mains, and any damage to them shall be repaired immediately at the CONTRACTOR's expense. Where new construction crosses existing utilities, CONTRACTOR shall verify and/or determine location and elevation of same prior to the beginning of construction.

#### ARTICLE SC-8 - NOTIFICATION OF BROKEN PIPE

In the case of a gas, water, sewer, drain, conduit, electric line or other pipe becoming broken or damaged in the prosecution of the Work, the CONTRACTOR shall give immediate verbal and WRITTEN NOTICE to the ENGINEER, proper authorities and utility corporation's representatives and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities and utility corporation's representatives shall make the CONTRACTOR responsible for any resultant loss of water, gas or electricity.

#### ARTICLE SC-9 - ENGINEER'S STATUS DURING CONSTRUCTION

##### SC 9.5 Project Representation:

- A. Add a new Paragraph immediately after Paragraph 9.5.A, which is to read as follows:
- B. Resident Project Representative(s) (RPR) is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with CORPORATION and ENGINEER regarding RPR's actions. RPR's dealings in matters

pertaining to the on-site Work shall in general be with CORPORATION, ENGINEER and CONTRACTOR keeping them advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CORPORATION with the knowledge of and under the direction of ENGINEER.

1. Duties and Responsibilities of RPR:

- a. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals and schedule of values prepared by CONTRACTOR and consult with CORPORATION and ENGINEER concerning acceptability.
- b. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
  - 1) Serve as CORPORATION's and ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as CORPORATION's liaison with CONTRACTOR.
  - 2) Assist in obtaining from CORPORATION additional details or information, when required for proper execution of the Work.
  - 3) The coordination and monitoring provided by the Resident Project Representative will extend to the CORPORATION, the ENGINEER, and regulatory agencies.
  - 4) All requests, submittals, approvals and coordination shall be handled by the Resident Project Representative.
- d. Shop Drawings and Samples:
  - 1) Record date of receipt of Shop Drawings and Samples, which are received at the site.
  - 2) Receive Samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
  - 3) Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- e. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - 1) Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - 2) Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be

- corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- f. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- g. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- h. Records:
- 1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- 2) Keep a record, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions on Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER. Record names, addresses and telephone numbers of all CONTRACTORS, Subcontractors and major suppliers of materials and equipment.
- i. Reports:
- 1) Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 2) Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- 3) Draft proposed Change Orders, obtaining backup material from CONTRACTOR and recommend to CORPORATION and ENGINEER Change Orders and Field Orders.
- 4) Report immediately to ENGINEER and CORPORATION upon the occurrence of any accident.
- j. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for

- their submission and submit recommendations to CORPORATION and ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to CORPORATION prior to final payment for the Work.
    - l. Completion:
      - 1) Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
      - 2) Conduct final inspection in the company of ENGINEER, CORPORATION and CONTRACTOR and prepare a final list of items to be completed or corrected.
      - 3) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
  - 2. Limitations of Authority of RPR: RPR shall not:
    - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
    - b. Exceed limitations of CORPORATION's and ENGINEER's authority as set forth in the Agreement or the Contract Documents.
    - c. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent.
    - d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
    - e. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
    - f. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.
    - g. Authorize CORPORATION to occupy the Project in whole or in part without agreement with CONTRACTOR.
    - h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER."

**ARTICLE SC-14 - NOTIFICATION OF INTERIM CONNECTIONS AND SUBSTANTIAL COMPLETION**

SC14.5      The CONTRACTOR shall notify the ENGINEER of the following:

- A. At least two weeks prior to their expected date of Substantial Completion CONTRACTOR shall notify ENGINEER in writing of this anticipated date.

ARTICLE SC-18 - STATUTORY AND SPECIAL REQUIREMENTS AND PROVISIONS

SC1 8.1 General:

- A. This Article contains portions of certain laws and regulations which, by provision of law, ordinance, rule or regulation, are required to be included in the Contract Documents. The CONTRACTOR is obligated to comply with all laws, ordinances, rules and regulations applicable to the Work as set forth in Paragraph 6.7.A of the General Conditions.

SC-18.5 Payments to Subcontractors:

- A. In accordance with New York State General Municipal Law, Section 106-b, CONTRACTOR shall:
1. Within fifteen calendar days of the receipt of any payment from the CORPORATION, the CONTRACTOR shall pay each of their Subcontractors and materialman the proceeds from the payment representing the value of the work performed and/or materials furnished by the Subcontractor and/or materialman and reflecting the percentage of the Subcontractor's work completed or the materialman's material supplied in the requisition approved by the CORPORATION and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or materialman which have not been suitably charged and less any retained amount as hereafter described. The CONTRACTOR shall retain not more than five percent of each payment to the Subcontractor and/or materialman except that the CONTRACTOR may retain in excess of five percent but not more than ten percent of each payment of the Subcontractor provided that prior to entering into a subcontract with the CONTRACTOR, the Subcontractor is unable or unwilling to provide a Performance Bond and a Labor and Material bond both in the full amount of the subcontract at the request of the CONTRACTOR. However, the CONTRACTOR shall retain nothing from those payments representing proceeds owed the Subcontractor and/or Materialman from CORPORATION's payments to the CONTRACTOR for the remaining amounts of the contract balance after the work or portions thereof are substantially complete. Within fifteen calendar days of the receipt of payment from the CONTRACTOR, the Subcontractor and/or materialman shall pay each of their Subcontractors and materialman in the same manner as the CONTRACTOR has paid the Subcontractor. Nothing provided herein shall create any obligation on the part of the CORPORATION to pay or to see the payment of any moneys to any Subcontractor or Materialman from the CONTRACTOR nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or materialman and the CORPORATION.

- A. Bidder shall comply with the Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs and the Wage Rate Requirements as expressly incorporated herein in the Contract Documents by reference.

SC - 20      DISPUTE RESOLUTION

SC 20.1      Mediation

- A. Claims, disputes or other matters in controversy arising out of or related to the Contract except those waived as expressly provided in the Contract Documents shall be subject to mediation as a condition precedent to binding dispute resolution at the sole discretion of the CORPORATION. Upon the CONTRACTOR's notice of mediation, the CORPORATION shall have 30 days to elect that the Claims, disputes, or other matters in controversy noticed in the mediation demand not be subject to mediation as a precondition for the commencement of litigation. The CORPORATION shall have no obligation to pay for and will not be responsible for any share of the mediator's fee and/or any filing fees for the mediation if the CORPORATION elects to not proceed with the mediation as provided in this Section.
- B. Subject to SC 20.1(A), the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- C. Subject to SC 20.1(A), the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Westchester County, New York, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SC 20.2      SPECIAL CONDITIONS

SC 20.1 Equal Opportunity

SC 20.1.1 The CONTRACTOR shall maintain policies for equal employment opportunity for construction employment. During performance of the Contract, the CONTRACTOR agrees as follows below.



SC 20.1.2 The CONTRACTOR and the CONTRACTOR's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and on-the-job training.

SC 20.1.3 CONTRACTOR will post and keep posted in conspicuous places, for employees and applicants for employment, notices obtained by the Contractor from the New York State Division of Human Rights as set forth in the General Regulations of that Division at 9 NYCRR 466.1(a), such conspicuous places to be as defined in 9 NYCRR 466.1(b), and such other postings as that Division may require with respect to New York State's laws, codes, rules, and regulations governing discrimination in employment.

SC 20.1.4 CONTRACTOR will state in all solicitations or advertisements for employees placed by, or on behalf, of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

## SC 20.3 NEW YORK STATE LABOR LAW REQUIREMENTS

### SC 20.3.1 Working Hours

SC 20.3.2 CONTRACTOR specifically agrees to comply with the requirements of the New York State Labor Law ("Labor Law"), Sections 220 and 220-d, as amended, including, but not limited to, the requirements that:

1. No laborer, worker, or mechanic in the employ of the CONTRACTOR, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.

2. The wages to be paid to each laborer, worker, or mechanic in the employ of the CONTRACTOR, Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents for a legal day's work shall be not less than the prevailing rate of wages as defined by the Labor Law.

3. Each laborer, workman or mechanic employed by the CONTRACTOR, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.

4. The minimum hourly rate of wage to be paid shall be not less than that stated in the Contract Documents, and shall be as designated by the Industrial Commissioner.

5. The CONTRACTOR's and any Subcontractor's or other person's filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the Owner's payment of any sums due and owing to the CONTRACTOR, Subcontractor or other party for work done on or with respect to the Project.

## SC 20.4 Wage Rates

SC 20.4.1 CONTRACTOR specifically agrees, as required by the Labor Law, that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

1. the prevailing wage rates as provided in Labor Law Section 220(3) as amended, or,
2. the minimum wage rates as provided in Labor Law Section 220-d, as amended.

SC 20.4.2 CONTRACTOR shall comply with prevailing wage rates as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this project are included in the Project Manual as part of the Contract Documents.

SC 20.4.3 CONTRACTOR shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

#### SC 20.5 Anti-Discrimination

SC 20.5.1 CONTRACTOR specifically agrees, as required by the provisions of Section 220-e of the Labor Law, as amended, that:

1. In the hiring of employees for the performance of work under the 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, sexual orientation, 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;
2. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contract on account of race, creed, color, sexual orientation, or national origin.
3. There may be deducted from the amount payable to the CONTRACTOR by the CORPORATION under the contract a penalty at fifty 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
4. The contract may be canceled or terminated by the CORPORATION, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

#### SC 20.6 Sexual Harassment Training

SC 20.6.1 CONTRACTOR hereby certifies that each employee assigned by the CONTRACTOR to the Project shall annually complete Sexual Harassment Prevention Training that meets or exceeds Section 201-g of the New York Labor Law. Upon request by the CORPORATION, CONTRACTOR shall provide CORPORATION with a copy of CONTRACTOR's Sexual Harassment Prevention Training Program and proof of each employee's annual completion of such Sexual Harassment Prevention Training. CONTRACTOR shall indemnify, defend and hold CORPORATION and CORPORATION's employees, officers, directors and board members harmless from and against any and all claims, suits, actions, debts, liabilities, fines, penalties and expenses, including, attorneys' fees, arising from or caused by CONTRACTOR or any of CONTRACTOR's employees, subcontractors, suppliers or agents failure to comply with Section 201-g of the New York Labor Law.

++END OF SECTION++

**SECTION K**  
**SPECIAL NOTICE**

**MINORITY AND WOMEN'S BUSINESS ENTERPRISES/EQUAL EMPLOYMENT  
OPPORTUNITY STATE REVOLVING FUND**

The Contractor agrees to make documented "good faith efforts" to utilize at least 5% Minority Business Enterprise(s) and least 5% Women's Business Enterprise(s) for the Project. The established MBE/WBE-EEO goals shall be in conformance with NYS Executive Law, Article 15-A. Failure to attain these objectives or demonstrate positive good faith efforts to do so may lead to appropriate actions by the Corporation.

Within ten working days of the award of a prime contract, the Contractor shall submit to the Village of Sleepy Hollow an MBE/WBE-EEO Utilization Plan with a detailed description of each of the subcontract services to be provided by NYS Certified MBEs/WBEs as well as an estimated dollar amount of each subcontract.

The Village of Sleepy Hollow shall review and approve the Prime Contractor's Utilization Plan within ten working days after receipt of such plan if it clearly delineates methods to achieve the established MBE/WBE goals.

Failure by the Contractor to submit and receive approval from the Corporation of the MBE/WBE Utilization Plan prior to the first request for payment may result in the withholding of progress payments to the Contractor by the Village of Sleepy Hollow. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

Within thirty days of approval of the Contractor's MBE/WBE Utilization Plan by the Corporation, the Contractor shall submit copies of legally signed MBE/WBE subcontracts (fully executed) and/or legally signed purchase orders to the Village of Sleepy Hollow. These subcontracts and/or purchase orders must include the following information:

1. Actual Dollar Amount;
2. Job Description;
3. Signatures of Both Parties (Prime & MBE/WBE); and
4. Date of Execution

**Note: Purchase orders must be accompanied by copies of both sides of legally signed and cancelled checks.**

The Contractor is advised that failure to submit the referenced MBE/WBE support documentation within the time stipulated may be grounds for the withholding of progress payments by the Corporation. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirement of the contract.

## **SUPPLY POLICY**

Contractors shall receive credit for the use of MBE/WBE suppliers as follows:

Suppliers receive 25 percent credit if they only provide supplies, and do not manufacture or fabricate them. Suppliers receive 100 percent credit for items they supply that they also manufacture or fabricate.

A “supplier” is a business that distributes materials or equipment, and which provides a commercially useful function when such activity is traditional in the industry producing the material or equipment that is supplied.

“Commercially useful functions” normally include:

- 1) providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- 2) manufacturing or being the first tier below the manufacturer of supplies or equipment;  
or
- 3) providing functions other than just accepting and referring requests for supplies or equipment to another party for direct shipment to a contractor.

Haulers receive 100 percent credit if they provide the material that is hauled.

**NOTE:** For those contracts in which an extraordinary proportion of the contract price is for equipment or supplies; the contractor may propose a lower project goal than otherwise would be required, or request the applicant/recipient to increase the twenty-five percent (25%) limit for supplies, or a combination of the two.

Only NYS Certified Minority/Women Business Enterprises may be utilized for MBE/WBE Program crediting purposes. Contractors must ensure that firms proposed for MBE/WBE participation are NYS Certified with the New York Empire State Development Corporation, Omni Management Plaza, located at 30 South Pearl Street, Albany, New York. Please be advised that there is no fast tracking system under the NYS MBE/WBE Certification Program for approving firms wishing to participate as MBEs/WBEs under New York State agency programs.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor agrees to take affirmative action to utilize at least 10% minority employees and at least 10% female employees in the workforce(s) associated with the Construction and or service Contract. The established EEO goals shall be attained in conformance with NYS Executive Law, Article 15-A.

**SECTION L**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be verified before a notary public. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of bidder.
2. Trade name or doing business as (if applicable).
3. Employer identification number.
4. Permanent main office address.
5. When organized.
6. If a corporation, where incorporated.
7. Has any of the identifying information (e.g. employer identification number, name, d/b/a or trade name, etc.) used by your business changed within the last five years? If yes, list previous names.
8. How many years have you been engaged in business under your present firm or trade name?
9. Have you ever failed to complete delivery on any municipal purchase awarded to you? If so, where and why?
10. List the names of your employees who are assigned to repair or warranty work on the type of equipment which you have bid, the number of years of their employment with your company, and the total years of experience each of them has had pertaining to this type of equipment.
11. Where will the warranty work be performed?
12. List the municipal contracts completed by you during the past three (3) years.
13. List the background and experience of principal members of your organization, including the officers.
14. Give bank reference(s).
15. Has your company filed for bankruptcy protection during the past six (6) years? If so, {00795858.docx.}

describe status of proceeding, type of proceeding, whether the same has been closed, name of attorney representing your company during those proceedings, and any other information that may be helpful to the Corporation determining the qualifications of your company to perform the contract which you have bid.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Corporation?

17. Within the past two years, has your firm, any affiliate, any Corporation or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process received any agency complaints or reports of contract deviation for contract performance issues arising out of a contract with any federal, state or local agency?

18. Within the past five years, has your firm, any affiliate, any Corporation or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following: (A "yes" answer to any question requires a written explanation signed by an officer of the company)

- a. a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion?
- b. a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion?
- c. an unsatisfied judgment, injunction or lien obtained by a government agency, including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?
- d. an investigation for a civil violation by any local, state or federal agency?
- e. a grant of immunity for any business-related conduct constituting a crime under local, state or federal law, including, but not limited to, fraud, bribery, racketeering, price-fixing or bid collusion?
- f. a local, state or federal suspension, debarment or termination from the contract process?
- g. a local, state or federal contract suspension or termination for cause prior to the completion of the term of contract?
- h. a local, state or federal denial of award for non-responsibility?
- i. an agreement to voluntary exclusion from bidding/contracting?
- j. an administrative proceeding or civil action seeking specific performance or

restitution in connection with any local, state or federal contract?

- k. a firm-related bankruptcy proceeding?
- l. a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
- m. a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?
- n. a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract?
- o. a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?
- p. an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?
- q. a rejection of a bid on a New York contract for failure to comply with the MacBride Fair Employment Principles?
- r. a citation, notice, violation order, pending administrative hearing or proceeding, or determination for violations of:
  - i. federal, state or local health laws, rules or regulations;
  - ii. unemployment insurance or workers' compensation coverage or claim requirements;
  - iii. ERISA (Employee Retirement Income Security Act);
  - iv. federal, state or local human rights laws;
  - v. federal or state security laws;
  - vi. federal INS and Alienage laws;
  - vii. Sherman Act or other federal anti-trust laws?

19. Within the past two years, have there been any complaints made by any government agency?

20. Do you plan to subcontract any part of this project? If so, give details.



21. Has any construction contract to which you have been a party been terminated by the Corporation; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of Corporation, architect or engineer, and surety, and name and date of project.

22. Has any officer, partner, member or manager of your organization ever been an officer, partner, member or manager of another organization that had any construction contract terminated by the Corporation; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of Corporation, architect or engineer, and surety, and name and date of project.

23. List name of project, Corporation, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.

24. List name of project, Corporation, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Corporation in verification of the recitals comprising this Statement of Bidder's Qualifications.

Certification:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the Corporation in making a determination regarding the award of a contract; acknowledges that the Corporation may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law § 210.40, or a misdemeanor under Penal Law § 210.35, or section § 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. § 1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Entity: \_\_\_\_\_

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

Title: \_\_\_\_\_

State of New York                    )  
  ) ss.:  
County of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that [he/she] is [name of Title] of the above entity, and that the answers to the foregoing questions and all statements therein contained are complete, true and correct.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SECTION L**  
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION

\_\_\_\_\_  
Project Name

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or local department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

By \_\_\_\_\_  
Authorized Signature/Contractor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Contractor's Federal Tax Identification Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Building, Suite Number

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

**SECTION M**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_  
(Insert Name, or Legal Title, of Bidder)

of \_\_\_\_\_  
(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Insert Name, or Legal Title, of Surety)

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

a corporation duly organized under the laws of the State of \_\_\_\_\_

as Surety, hereinafter called the Surety, are firmly bound unto the Sleepy Hollow Local Development Corporation, as Obligee, hereinafter called the Obligee, in the penal sum of

\_\_\_\_\_  
\_\_\_\_\_  
Dollars.  
(Surety to Insert Amount)

For the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_

\_\_\_\_\_  
(Insert Name of Work Bid Upon)

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and provide such insurances as may be specified in the Bidding or Contract Documents, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety acceptable to the Obligee, or in the event of the failure of the Principal to enter such Contract and provide such insurances and give such Bond or Bonds, if the Principal shall pay to the Obligee the penal amount of this Bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Obligee may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this day of \_\_\_\_\_, 20\_\_\_\_.

v  
(Individual Principal)

By \_\_\_\_\_  
(Individual's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Individual)

Doing business as \_\_\_\_\_

-----  
(Partnership Principal)

By \_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

-----  
(Corporate Principal)

By \_\_\_\_\_  
(Corporation's Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Signature of Officer Authorized to Sign)

\_\_\_\_\_  
(Printed or Typed Name and Title of Officer Authorized to Sign)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

-----  
(Joint Venture Principal)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

-----  
(Corporate Surety)

By \_\_\_\_\_  
(Corporation's Name)

By \_\_\_\_\_  
(Signature or Officer or Attorney-in-Fact\*)

\_\_\_\_\_  
(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact\*)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

\* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute on behalf of corporation.

**SECTION M**  
CERTIFICATE OF SURETY

**(To be submitted if a bank check is submitted as Bid security)**

The undersigned hereby certifies that he/she is the duly authorized agent of

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

duly authorized to do business in the State of New York, and agree to furnish to

\_\_\_\_\_  
(Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the bidder. The maximum amount that Surety will be surety for on each bond is:

\_\_\_\_\_

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

By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name – printed)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(address)



**SECTION M**  
PERFORMANCE BOND

INFORMATION FORM

City / Town / Village \_\_\_\_\_

County \_\_\_\_\_

Construction Contract Number \_\_\_\_\_

Name of Contract \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address of Contractor \_\_\_\_\_

Entity Issuing Performance Bond \_\_\_\_\_

Address of Entity \_\_\_\_\_

Bonding Agent \_\_\_\_\_

Address of Bonding Agent \_\_\_\_\_

Amount of Bid \_\_\_\_\_

Amount of Performance Bond \_\_\_\_\_

Duration of Bond \_\_\_\_\_

Bond Identification Number \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_

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

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

a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called Principal (the "Principal"), and

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

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

a corporation organized and existing under laws of the \_\_\_\_\_ of

\_\_\_\_\_, hereinafter called Surety (the "Surety"), are held  
and firmly bound unto

\_\_\_\_\_  
(Name of Corporation )

\_\_\_\_\_  
(Address of Corporation )

hereinafter called CORPORATION (the "CORPORATION "), as hereinafter set forth, in the full and just sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful  
money of the United States of America, for the payment of which sum well and truly to be made, Principal  
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

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

\_\_\_\_\_  
and which is hereinafter referred to as the Contract.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal  
well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract  
Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if

the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the CORPORATION and all of its officers, agents and employees, from any and all costs and damages which the CORPORATION and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the CORPORATION any and all costs and expenses which the CORPORATION and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the CORPORATION, all defects which may develop during the period of one (1) year from the date of final payment and acceptance of said Contract by the CORPORATION of the Work to be performed under the Contract in accordance with the Contract Documents, which defects in the sole judgment of the CORPORATION or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

*The Principal and the Surety specifically agree that costs and damages covered by this bond include liquidated damages and special damages including any and all fines or other penalties levied by regulatory agencies on the CORPORATION.*

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the CORPORATION of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the CORPORATION toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the CORPORATION as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that no final settlement between the CORPORATION and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Principal shall be, and declared by CORPORATION to be in default under the Contract, the CORPORATION having performed CORPORATION's obligations thereunder, the Surety may promptly remedy the default, or shall promptly: (a) complete the Contract in accordance with its terms and conditions; or (b) obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the CORPORATION elects, upon determination by the CORPORATION and the Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and CORPORATION, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by CORPORATION to Principal under the Contract and any amendments thereto, less the amount properly paid by CORPORATION to Principal.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the CORPORATION named herein or the heirs, executors, administrators or successors of the CORPORATION.

In witness whereof, this instrument is executed in \_\_\_\_\_ counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

(Individual Principal)

By \_\_\_\_\_  
(Individual's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Individual)

Doing business as \_\_\_\_\_

\_\_\_\_\_

-----

(Partnership Principal)

By \_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

-----

(Corporate Principal)

By \_\_\_\_\_  
(Corporation's Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Signature of Officer Authorized to Sign)

\_\_\_\_\_  
(Printed or Typed Name and Title of Officer Authorized to Sign)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

-----  
(Joint Venture Principal)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

-----  
(Corporate / SPS Surety)

By \_\_\_\_\_  
(Corporation's Name)

By \_\_\_\_\_  
(Signature or Officer or Attorney-in-Fact\*)

\_\_\_\_\_  
(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact\*)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

\* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute on behalf of corporation.

**SECTION M**  
LABOR AND MATERIAL PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_

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

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

a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called Principal (the "Principal"), and

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

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

a corporation organized and existing under laws of the \_\_\_\_\_ of

\_\_\_\_\_, hereinafter called Surety (the "Surety"), are held  
and firmly bound unto

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Address of Corporation)

hereinafter called CORPORATION (the "CORPORATION "), as hereinafter set forth, in the full and just sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful  
money of the United States of America, for the payment of which sum well and truly to be made, Principal  
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

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

\_\_\_\_\_  
and which is hereinafter referred to as the Contract.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any Subcontractor of the Principal to whom any portion of the Work under the Contract shall be subcontracted, and if all assignees of the Principal and of any such Subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any Subcontractor of the Principal in the prosecution of the Work covered by the Contract, including any amendment, extension or addition to the Contract. The term "claimant" when used herein, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Contract. The provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the building, Work or improvement contemplated by the Contract Documents and the Contract.

The Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any Subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted in the appropriate court of Westchester County where the Contract is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the CORPORATION of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the CORPORATION toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the CORPORATION as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and



obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that no final settlement between the CORPORATION and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in \_\_\_\_\_ counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

(Individual Principal)

By \_\_\_\_\_  
(Individual's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Individual)

Doing business as \_\_\_\_\_

\_\_\_\_\_

-----

(Partnership Principal)

By \_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

-----

(Corporate Principal)

By \_\_\_\_\_  
(Corporation's Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Signature of Officer Authorized to Sign)

\_\_\_\_\_  
(Printed or Typed Name and Title of Officer Authorized to Sign)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

-----  
(Joint Venture Principal)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

-----  
(Corporate / SPS Surety)

By \_\_\_\_\_  
(Corporation's Name)

By \_\_\_\_\_  
(Signature or Officer or Attorney-in-Fact\*)

\_\_\_\_\_  
(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact\*)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

\* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute on behalf of corporation.

**Appendix A**  
Special Notes

## **SPECIAL NOTES**

- 1. NYSDOT Standard Specifications**
- 2. Right-of-Way**
- 3. Railroad Requirements**
- 4. Building Permit**
- 5. Construction Duration**

**Special Note 1:**

**NYSDOT Standard Specifications**

Except as modified herein, the current edition of the NYSDOT Standard Specifications dated September 1, 2021, Construction and Materials (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Invitation to Bid is advertised shall govern the work to be done. All work contemplated under this contract is to be covered by and in the conformity with the current NYSDOT Standard Specifications (Sections 200-700) except as modified by the contract plans.

Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT , or Director® of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the Sleepy Hollow Local Development Corporation or is representative.

**Special Note 2:**  
**Right-of-way (ROW)**

A. All work to be performed under this contract will be within the public Right-of-Way (ROW) in accordance with section 105-15 of the current NYSDOT Standard Specifications. The contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.

B. If contractor is unable to identify the limits of the Rights-of-Way when the contract calls for work in those vicinities, the contractor must contact the project engineer for definitive boundary determinations before any work may be initiated at those locations (current NYSDOT Standard Specifications sections 105-10 and 625).

C. In accordance with section 107-13 of the standard specifications, releases for any non-essential contract work outside of the existing Rights-of-Way, including plantings, landscaping or driveway enhancement, will be provided by the project engineer and in no instance are to be secured by the contractor. The contractor shall not invade upon private properties, lands or buildings outside of the rights-of-way for any reason without first securing written permission from the property owner (current NYSDOT Standard Specifications sections 105-15, 107-13).

D. The contractor will be held liable for any damages done. Any such injuries or damages shall be satisfactorily repaired or items replaced at the contractor's expense (current NYSDOT Standard Specifications section 107-08 and 107-13).

**Special Note 3:**  
**Railroad Requirements**

The Contractor is advised that he will be responsible for entering into an Agreement with Metro-North Railroad prior to entering the Metro-North right-of-way or performing any work with the potential to foul the Metro-North tracks.

The Contractor must abide by the procedures outlined in Appendix B, which lists the process to obtain an Entry Permit as well as specifications, requirements, and submittals related to working in or near the railroad right-of-way.

An allowance of \$140,000.00 shall be included in the Contractor's cost proposal and shall be reimbursed by the Owner, for Metro-North Railroad permit fees and force account charges. The Contractor shall provide proof of Metro-North charges paid for, prior to any reimbursement by the Owner. This allowance does not cover any of the Contractor's time and or miscellaneous expenses spent preparing and obtaining the necessary Metro-North agreement(s). No reimbursement in excess of the allowance amount (\$140,000.00) shall be paid to the Contractor.



**Special Note 4:**

**Building Permit**

In accordance with the Department of Architecture, Land Use Development, Buildings & Building Compliance for the Village of Sleepy Hollow the Contractor shall file a building permit application before performing any work.

The Contractor must abide by the requirements outlined under Appendix C, which states process to obtain a Building permit, as well as a timeline of work commencement from permit approval to when the permit expires, and submittals, specifications and other requirements.

**Special Note 5:**

**Construction Duration**

The Contractor shall complete the work within three months (90 calendar days) of being issued a Notice to Proceed with Construction Work (NTPC) by the LDC. The NTPC will only be issued after both the Building Permit is approved by the Village and the Entry Permit is approved by Metro North Railroad. Note the NTPC is separate from the Notice to Proceed (NTP) that will be issued following contract execution. No physical work shall start until all required permits are issued.

**Special Note 6:**  
**Salvageable Materials**

The demolished material, including the Viaduct steel members, becomes the property of the Contractor and is encouraged to be salvaged. Steel and other metals other than those embedded in concrete or otherwise inseparable from articles being discarded is encouraged to be disposed of in a manner that ensures their salvage or beneficial re-use.

All salvaged materials shall be removed from the site of the work prior to the final acceptance of the project. The Owner does not guarantee the quantity or quality of material existing on-site. The Contractor waives all claims against the Owner because the salvage value of any material has decreased at the time of disposal.

In addition to the existing Viaduct structure, there are miscellaneous pieces of salvageable material on-site that may be removed by the Contractor. These materials include metal railroad tie brackets, various sewer structure tops, metal pipe and other items. No material, other than the Viaduct structure, shall be removed for salvage prior to agreement with the Owner.

## **Appendix B**

### Metro-North Railroad Requirements



# Metro-North Railroad

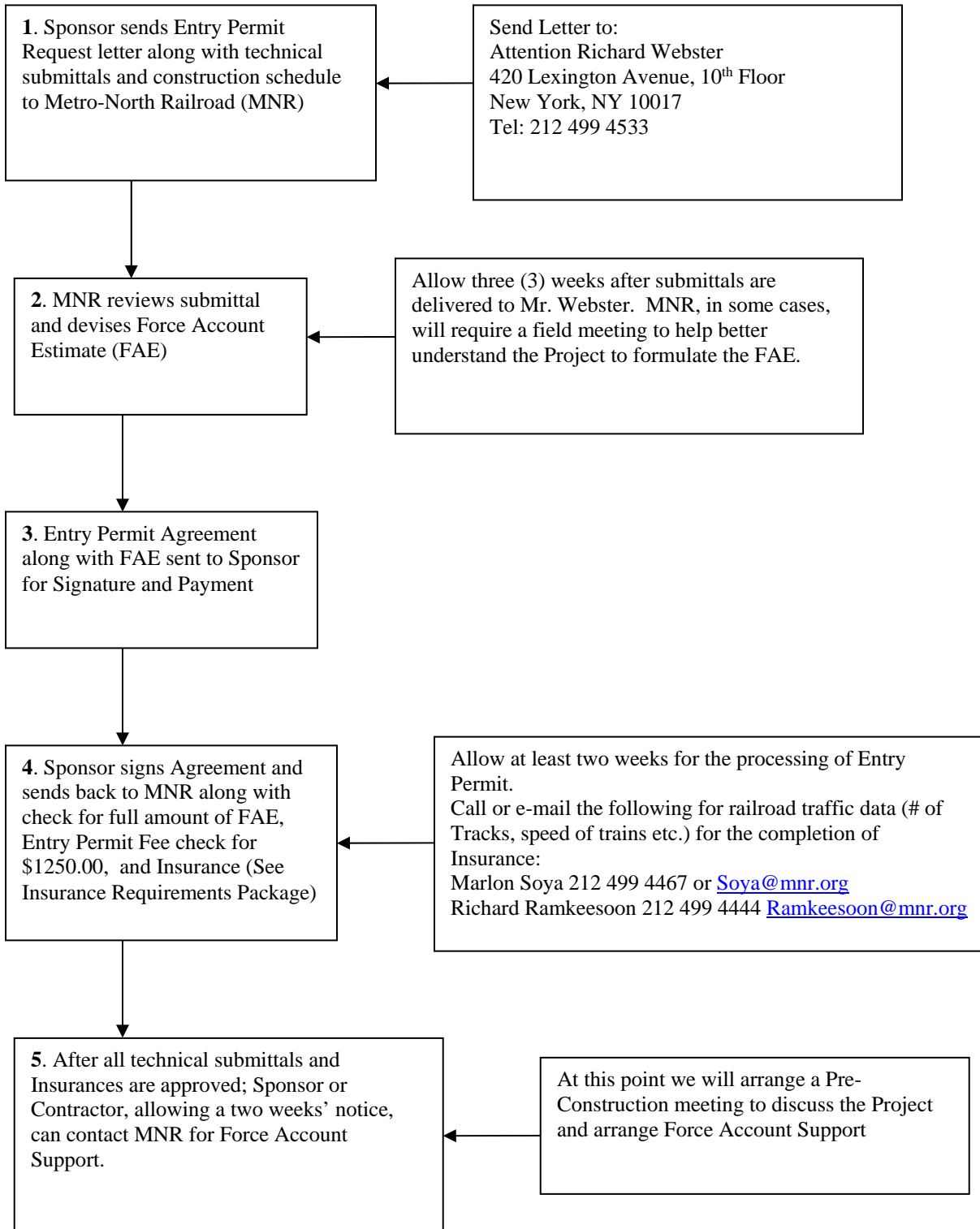
Attached is the General Procedure for Access to Railroad Property (pages 2 to 4) and Metro-North's specifications for Individuals and Corporations working on or adjacent to railroad property (pages 5 to 16, Sections A and B).

**Section A**, of the specifications entails the Sponsor's requirements for work affecting the railroad (pages 7 to 12). This section contains two drawings SK-1, Sheet Piling Adjacent to tracks as shown in Appendix A and drawing SK-2, Lateral Pressure due to Strip Load as shown in Appendix B.

**Section B**, of the specifications entails the requirements for erection, demolition and other rigging operations over or adjacent to Metro-North's right-of-way (page 13 - 14).



## Entry Permit Process Summarized



## GENERAL PROCEDURE FOR ACCESS TO RAILROAD PROPERTY

All outside parties who need to perform construction or maintenance on or adjacent to Metro-North Railroad property must comply with the following:

### 1. **Permit Application:**

Parties requiring an entry permit shall submit a written request to Assistant Director – Specifications and Standards defining the location, scope of work and duration of activities on or adjacent to Railroad facilities. Address the letter to:

Attention: Richard Webster  
Assistant Director – Specifications and Standards  
MTA Metro-North Railroad  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4533

Execute and return the Entry Permit provided by Metro-North to the Chief Maintenance of Way Officer. Applicant shall obtain confirmation of receipt from the Chief Maintenance of Way Officer.

### 2. **Insurance:**

Furnish proof of insurance in a form acceptable to and approved by the Director of MTA Risk and Insurance Management (see Insurance Specifications, attached separately) to:

Attention: Richard Webster  
Assistant Director – Specifications and Standards  
MTA Metro-North Railroad  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4533

Applicant shall obtain confirmation of receipt and approval of the insurance certificate from the Director of MTA Risk and Insurance Management.

### 3. **Payment:**

Upon review of the scope of work provided with the permit application, Metro-North Railroad will prepare an estimate of the cost of providing Railroad Protective Personnel and all other expenses related to the project. Supply payment, in full, for Metro-North's estimated cost of Railroad Force Account Services. Obtain confirmation of receipt by Richard Webster. Since the payment is based on an estimated cost, unexpended funds, if any, will be reimbursed. If the actual work exceeds the estimated cost, an additional payment shall be submitted to continue Railroad Force Account Services. Make Check Payable to MTA Metro-North Railroad

**4. Technical Submittals:**

Supply construction shop drawings, calculations and supporting documentation in accordance with the attached "Construction Management I & C Specifications". Address them to and receive confirmation of receipt by:

Attention: Richard Webster  
Assistant Director – Specifications and Standards  
MTA Metro-North Railroad  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4533

Once Metro-North Railroad has received all submittals plus all supporting documents allow 15 working days from date of receipt for Metro-North's review of the submittals.

When the above requirements have been satisfied, contact the Assistant Director of Construction Management, Richard Ramkeesoon, no less than 15 working days prior to the start of work to schedule a pre-construction meeting (212) 499-4444. When all is in order, the Construction Management Department will schedule Railroad coordination and support services. (See Sections A and B of "Construction Management I & C Specifications"). No work will commence until the applicant receives permission from the designated Railroad Representative to proceed with the work.

(Rev 2/12/16)



## **Frequently Asked Questions**

1. What is an Entry Permit?

An Entry Permit is an Agreement between the Sponsor and Metro-North Railroad. It gives the Sponsor permission to enter upon or use the property leased to Metropolitan Transportation Authority and managed by Metro-North Commuter Railroad Company. The Entry Permit includes an Agreement and Force Account Estimate for services provided by Metro-North.

2. Why do I need an Entry Permit?

An Entry Permit is required for any work being done on or adjacent to Metro-North property, or if the work has the potential to foul Metro-Norths' right-of-way/property. Fouling includes the placement of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or any other construction activity, in the opinion of an authorized Railroad employee, that is a danger to the safe passage of trains.

3. Do I need an Entry Permit if I am on my own property?

Yes, an individual could be on their own property and still be fouling the tracks if the individuals' position or action could cause movement into the right-of-way, or if there is any possibility of equipment moving into the track area.

4. What requirements must I meet for insurance?

The minimum coverage includes workers' compensation, general liability, business automobile liability, and railroad protective liability. A more detailed description is provided in Metro-Norths' Insurance Specifications.

5. Do I always need a flagman if I have an Entry Permit?

Not necessarily. A flagman will be provided, as required, by Metro-North to protect the operation of train traffic during the Sponsor's construction activities. A flagman is the contact employee qualified to obtain use of track and will also provide train approaching warning on adjacent tracks during work being done.



# **Metro-North Railroad**

**CONSTRUCTION MANAGEMENT SPECIFICATIONS  
FOR  
INDIVIDUALS & CORPORATIONS (I & C)  
WORKING ON OR ADJACENT  
RAILROAD PROPERTY**

## SECTION A

### SPONSOR REQUIREMENTS FOR WORK AFFECTING THE RAILROAD

#### **Introduction:**

Metro-North is a commuter Railroad serving New York and Connecticut areas North of Manhattan. Construction and Maintenance activities shall not interfere with the safe and scheduled movement or operation of the trains. No construction activities will occur during Operating hours unless allowed by the Field Inspector. There are conditions unique to this operating railroad environment which Metro-North must consider when planning construction activities. Among these are: high voltage third rail and power transmission systems, high speed and silent trains that require long braking distances, buried signal control and communication systems and many more. Metro-North must have absolute cooperation of any sponsor planning construction activities that could interfere with train operations.

The sponsor is the agency or party who has a formal agreement with Metro-North to perform construction or maintenance around the railroad. The sponsor of the project is ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term "sponsor" used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc.

The sponsor shall safeguard the tracks, rolling stock and other equipment and plant of the Railroad from being damaged in any manner and will be held financially responsible for it. He shall not perform any activities around the Railroad until he has executed a formal agreement and complied with Metro-North requirements.

#### **Fouling:**

An operating track will be considered fouled when, in the sole opinion of Metro-North, demolition, blasting or construction activity on or adjacent to a main track or controlled siding may interfere with the safe movement of trains at normal speed. A crane, derrick or a similar piece of equipment located on Metro-North right-of-way or on adjacent property shall be considered as fouling the track when the position in which it is working is such that without regard to the manner in which it is intended to carry out the operation, failure or malfunction could cause damage or obstruction within the operating area. Similarly, Metro-North utilities (power, communications and signal lines) will be considered fouled when, in the sole opinion of Metro-North, the sponsor's operation could damage or interfere with these utility lines.

#### **Track Use:**

Metro-North will, at its sole discretion, remove tracks from service and de-activate high voltage traction power facilities to permit certain construction activities that can only be performed at times when Metro-North can schedule this track use. **In general, Metro-North can de-activate single tracks at night between the hours of 2:30AM and 5:00AM.** Construction activities that require de-activating all tracks of a main line system must be performed on weekend nights at times specified by Metro-North. Requests for additional "track use" will be evaluated subject to operating and maintenance priorities. Requests to de-activate track(s) and/or high voltage power systems must be received in writing, emailed to I&Cgroup@mnr.org and acknowledged by phone to the assigned Metro-North Inspector no less than 14 days prior to the scheduled activity. Metro-North will only consider requests for "track time" to facilitate construction activities that have been approved by the Construction Management I & C Department.

#### **Protective Personnel:**

Metro-North will furnish flagmen, inspectors, maintenance of way personnel and similar labor (protective personnel) as required by Metro-North to protect the operation of train traffic during the sponsor's construction activities. The sponsor must obey the instructions from Metro-North flagmen or other

representatives on the job site promptly. Failure to follow instructions from Metro-North personnel on the site will lead to withdrawal of Metro-North's entry permit, thus closing the job site to the sponsor and its employees. Metro-North will, at its sole discretion, determine the need for and the availability of protective support personnel. The sponsor must notify in writing, emailed to [I&Cgroup@mnr.org](mailto:I&Cgroup@mnr.org) and acknowledged by phone to the assigned Metro-North inspector no less than 14 calendar days in advance of undertaking an approved construction activity that may require protective personnel. If the sponsor notifies Metro-North less than 14 days in advance, Metro-North may be unable to supply protective personnel and/or Metro-North may incur additional costs in accordance with existing collective bargaining agreements in order to fulfill a request. The cost of protective personnel and any additional penalty costs incurred by Metro-North due to late notification shall be borne by the sponsor. **Requests to cancel construction activities and protective personnel must be received and acknowledged by the assigned Metro-North inspector no less than 96 hours (4 days) prior to the start of the scheduled construction activity. Any costs incurred by Metro-North due to late cancellation notice shall be borne by the sponsor.**

Metro-North will provide protective forces to the extent possible considering operational and maintenance priorities. Metro-North makes no guarantee that protective personnel will be available to meet the sponsor's preferred schedule. Further, no such work may actually commence until the assigned Metro-North representative affirmatively advises the sponsor that the necessary protective forces are stationed and that he may proceed. Sponsor must submit daily work activity quit time to [I&Cgroup@mnr.org](mailto:I&Cgroup@mnr.org).

#### **MNR Representation:**

All matters requiring Metro-North approval or coordination of construction activities shall be directed to the following:

Richard Ramkeesoon  
Assistant Director – Construction Management – I&C Department  
Metro-North Commuter Railroad Company  
420 Lexington Avenue, 11<sup>th</sup> Floor  
New York, NY 10017.  
212 499 4444  
[Ramkeesoon@mnr.org](mailto:Ramkeesoon@mnr.org)

#### **Preparation:**

The sponsor shall obtain written approval of design and construction methods from Metro-North. The sponsor shall submit detailed plans, appurtenant data and calculations prepared by a Professional Engineer licensed in the state where the work will be performed for any operation on or adjacent to Metro-North property prior to the start of work. Metro-North will evaluate the effect of this work on the operating Railroad. The plan shall locate and identify all utilities above and below ground at the work site. The sponsor shall make necessary plan revisions, schedule changes, additions, deletions, etc., at his/her own expense. The sponsor shall remove at his/her own expense any pipe, wire or structural facility installed without Metro-North approval or which deviates from the plan approved by Metro-North.

Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearance shall be measured from "top of rail". Horizontal clearance shall be measured from the "centerline of track". The elevations shall reference an established survey benchmark that will remain undisturbed throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis – monthly, weekly or daily as determined by the Metro-North representative. Copies of the field notes must be delivered to Metro-North on the date the survey was performed.

The sponsor shall obtain appropriate soils/foundation data prepared by a licensed Professional Engineer. The licensed Professional must perform an analysis and supply recommendations wherever the project requires excavations, shoring, pipe jacking, borings, dewatering and temporary foundation supports, or any other subsurface construction activities.

Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – take pre and post construction photographs of the entire work site and track area, photographs must be submitted to Metro-North and must be labeled. The label shall include project title, Project Identification Number (PIN), Bridge Identification Number (BIN) or contract number, name of sponsor, date and direction photograph was taken. Each photograph shall also be numbered for identification.

### **Submittals**

All submittals requiring review and approval by Metro-North shall first be reviewed by the sponsor's designated Consulting Engineer and then submitted to Metro-North to complete the review and approval process. Submittals shall be stamped or written as "Approved", "Approved As Noted", "Revise and Resubmit", or "Rejected" by the sponsor's designated consulting engineer at the conclusion of the review prior to its submission to Metro-North.

### **Environmental Controls:**

The sponsor shall comply with any and all Federal, State and Local laws, regulations and rules governing environmentally controlled substances and construction practices. He shall submit a plan and procedure prepared by a Professional Engineer licensed in the state where the work will be performed for handling and disposal of regulated materials. De-watering operations shall comply with applicable regulatory controls and shall be subject to Metro-North review and approval. The sponsor shall comply with Federal and State regulations for containment, storage and disposal of hazardous/industrial wastes. He shall comply with Metro-North Procedure 50-601, Item "O", Environmental Controls. The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims which result from the handling, transportation, disposal or abatement of asbestos, asbestos-containing material or asbestos-contaminated materials, lead paint materials, polychlorinated biphenols (PCB's) and other environmentally regulated substances and materials in the possession of sponsor or his subcontractors.

### **Drainage/Wetlands/Storm Water Protection:**

Metro-North is a non-traditional Municipal Separate Storm Sewer System (MS4). The sponsor must submit a Storm Water Pollution Prevention Plan (SWP3) for their project if it will result in the disturbance of surface areas and/or the creation of new impervious surfaces. The SWP3 must include temporary sedimentation and erosion control measures (both a narrative description of the measures and a site diagram), as well as appropriate post-construction storm water protection measures (narrative description and design drawing) if the project will result in any new impervious area. The sponsor will be responsible for inspection and maintenance of sedimentation and erosion control measures during construction, and responsible for payment to Metro-North for any ongoing maintenance required for post-construction storm water protection measures.

The sponsor will be responsible for identifying and delineating any and all wetlands in the area covered by the Entry Permit and/or in any area which could be impacted by the sponsor's project. The sponsor will be responsible for obtaining any permits required solely in their name as permittee. The sponsor shall promptly provide Metro-North with copies of all identification/delineation documents and reports as well as permit applications and permits in both draft and final form.

The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims that result from a failure to implement or maintain adequate storm water protection measures or a failure to obtain or comply with necessary regulatory permits.

Contractor must protect ballast and keep free from soil, concrete, slurry and other contaminants. Contractor must supply a method for the protection of the ballast. The Contractor/Sponsor is financially responsible for the replacement of contaminated ballast. The replacement of the ballast is performed by Metro-North's Track & Structures Department.

**Security:**

The sponsor shall adhere to Metro-North security practices. He shall identify all sponsor/subcontractor personnel who have reason to enter a designated security area of Metro-North property. He shall supply a listing of the names of all personnel who have reason to enter Metro-North property. The list shall be updated on a daily basis.

When working in Grand Central Terminal (GCT) the Sponsor shall submit a list of all the personnel working at the site to the Stations Master's Office (SMO) at the beginning of the shift. The list must include work location, date and work period. At the end of every work shift the competent person on site must notify the SMO that work has ended and everyone has left the work site.

**Safety:**

Upon being awarded an Entry Permit, Metro-North conducts a mandatory safety orientation class for all sponsor personnel who enter upon or works adjacent to Metro-North's property. Seven (7) working days advance notice is necessary for class scheduling. Sponsor personnel must present proof of completion of this orientation before entering the property. Sponsor personnel who fail to carry proof of training shall be removed from the property.

The sponsor shall comply with the requirements of all applicable Federal, State, Local and Metro-North jurisdictions to provide a suitable work environment for workmen and for the general public. Sponsor shall prepare and submit a comprehensive Safety Plan which will: Designate a company Representative(s) who will prepare and implement a program of compliance. The Sponsor must supply personal protective equipment for all workmen employed by the sponsor or his contractors and enforce use of this equipment by contract personnel.

The sponsor shall supply Material Safety Data sheets for construction or maintenance materials that poses a safety, fire, health or other hazard to Metro-North.

**Protective Enclosures:**

The sponsor will not store materials or equipment upon the Railroad right-of-way without first obtaining written permission and approval of Metro-North. The sponsor shall secure construction materials and equipment that could be used by vandals to obstruct Railroad operations in a vandal-proof enclosure. The sponsor shall be responsible to protect the work site with fences, barricades, barriers, watchmen or other means necessary to bar access to operating areas via the work site. Fences at a minimum shall be 12-gauge chain link, eight (8) feet in height. Vehicular barriers shall comply with "AASHTO" Standard for design and fastening to structures.

**English Language:**

The sponsor must furnish an English-speaking supervisor at each job location who is capable of communicating (including translating if necessary) instructions from the flagman or other Metro-North representative to the sponsor's personnel on the job. Such supervisor must remain on the site at all times while work is being performed or any sponsor employees are on or about the Metro-North right-of-way.

**Blasting:**

Is prohibited on Metro-North's property. Metro-North shall determine if any blasting in the vicinity of the railroad will affect its operations. The sponsor shall submit to Metro-North for approval, plans and specifications of any proposed controlled blasting activities that could affect railroad operations.

**Hi-Rail Equipment:**

Highway-rail mounted equipment must be in first class condition to prevent delays to the trains. Contractors must have written permission before placing or putting into service equipment on or near the tracks. Inspection must be performed by the railroad in which it is working on not less than every 3 months. It is the contractor's responsibility to coordinate all inspections of equipment prior to use on the right-of-way.

### **Temporary Structures:**

Shall be necessary at the sole discretion of Metro-North to protect the Railroad or the general public from possible falling debris, paint or other materials, to protect personnel working above the right-of-way, to provide a platform for personnel, materials, and/or equipment and to provide a walkway for the general public. Temporary structures intended as walkways for the general public shall comply with the "New York State Building Code" and the Americans with Disabilities Act of 2010.

Temporary Stairways or pedestrian walkways must be fully enclosed to protect from precipitation.

A protective scaffold intended to contain finely broken concrete decking shall be designed for a live load of 200 lbs. per square foot applied uniformly over the entire structure, and a 2 kip concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes. Design of the scaffold intended for any other purpose shall be submitted to Metro-North for approval. The design shall contain details of any construction activities supported or protected by the scaffold. Impact loads or rigging that exceed the capacity of the scaffold shall be subject to the conditions of Section B "Rigging".

Wood for protective scaffolding must be fire-retardant. The sponsor must supply Metro-North with certification from the manufacturer or supplier that lumber meets or exceeds the ASTM E-84 fire-retardant specification for exterior application 30-minute duration. Plans and calculations for temporary structures must be submitted to Metro-North for review and approval prior to construction. Further, plans and calculations must be prepared and stamped by a Professional Engineer licensed in the state of New York.

### **Shoring:**

All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer (licensed in the state in which the project is located) and shall be accompanied by complete design computations with supporting soils and groundwater information when submitted for approval.

Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the top of tie and extending out in this plane a distance of 10 feet, then downward at a slope of 1 (vertical) on 1½ (horizontal). Such excavations must be designed to withstand, in addition to all static loads such as structural dead load, soil pressure and hydrostatic pressure, a Railroad live load of Cooper E-80 as defined in the "AREMA Manual Section 1-3" or other loading magnitude as may be directed by Metro-North. (See drawing "SK - 1", APPENDIX A).

Interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability. The use of trench boxes or similar devices is not acceptable in this area. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by Metro-North. Consideration for use of soldier piling and lagging will be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.

Lateral forces acting on the sheeting shall be computed as follows:

The active earth pressure due to the weight of the soil shall be computed by the Rankine Theory.

The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8' - 6"). The vertical surcharge,  $q$  (psf), caused by each axle weight divided by the tie length and the axle spacing (5' - 0"). For an E-80 loading:

$$q = 80,000 \text{ lbs.} / ( 8.5' \times 5' ) = 1882 \text{ psf.}$$

The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is  $P_h$  and can be calculated by the following:

$$P_h = ( 2q / \pi ) ( \beta - \sin \beta \cos 2\alpha )$$

(See drawing "SK - 2", APPENDIX B).

The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREMA Chapter 15, Parts 1 and 2. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations.

Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof tested".

Cavities adjacent to the sheet piling, created by the driving of the sheet piling, shall be filled with 1½-inch stone ballast. Any disturbed ballast must be restored and tamped immediately. This task is performed by Metro-North's Track & Structures department the cost of which is borne by the sponsor.

Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling shall be cut off eighteen (18) inches below the existing ground line and left in place.

Moreover, sheeting alongside active track systems shall maintain lateral support. Lateral support shall maintain a compacted stone ballast shoulder level with the top of tie for at least two (2) feet from the end of tie supported by a slope no steeper than one (1) vertical to two (2) horizontal. Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by Metro-North. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within twenty (20) feet of the centerline.

Under the direction of a Metro-North representative (Engineer or Inspector) the sponsor shall – at no cost to the railroad- perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearances shall be measured from Top of Rail. Horizontal clearances shall be measured from the Center Line of Track. The elevations shall reference an established benchmark that will remain undisturbed throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis – daily or weekly, monthly or as determined by the Metro-North Representative. Copies of the filed notes must be delivered to Metro-north on the date the survey was performed.

Final backfilling of the excavation shall be as required by Metro-North



## SECTION B

### REQUIREMENT FOR ERECTION, DEMOLITION, AND OTHER RIGGING OPERATIONS OVER OR ADJACENT TO METRO-NORTH RIGHT-OF-WAY

The sponsor must furnish scaled plans with supporting calculations in order to obtain written approval prior to the start of any rigging operation over or adjacent to the Metro-North right-of-way. Submittals for bridge erection, demolition, or other hoisting operations shall be prepared and stamped by a Registered Professional Engineer and must include the following:

1. Plan view showing locations of crane or cranes, operating radii, with delivery and disposal locations.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Indicate Crane and boom nomenclature.
3. Plans and computations showing weight of picks. Include catalog with weight of equipment to be lifted and manufacturer's shipping weights.
4. Show in a table format on the plan a "Crane Lifting Schedule" of each crane pick as shown below:

CRANE LIFTING SCHEDULE								
Piece No.	Piece Weight kips	Rigging Weight kips	Block Weight kips	Maximum Weight kips	Maximum Radius feet	Boom Length feet	Crane Capacity kips	Safety Factor 150 %
1	X	X	X	X	Y	Y	X	Z

5. Computations and plans demonstrating that MNR's train shed structure can bear load of crane with equipment load.
6. Computations and plans demonstrating that soils or foundations for equipment and temporary structures are adequate and able to protect subsurface utilities and structures.
7. Check condition of steel in trainshed (Grand Central Terminal) to ascertain whether steel needs to be blocked or posted.
8. Plans and calculations showing locations and structural adequacy of mats, barges, embankments, supporting structures, planking, or special decking as required by Metro-North.
9. Location profiles indicating the proposed swing in relation to obstructions such as overhead wires and structures.
10. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the manufacturer's crane capacity chart
11. A complete procedure indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.

12. Plans detailing temporary support of any components or intermediate stages.
13. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.
14. Written statement from crane owner of last crane safety inspection with a copy of current inspection certificate.
15. Mark the exact crane location in the field at least two working days prior to the intended operation. Also, certify the stability of the foundation for crane outriggers and supports.
16. Conduct survey/mark out of streets or yards (North of 97<sup>th</sup> street) to determine whether manholes or duct banks can bear outrigger loads.

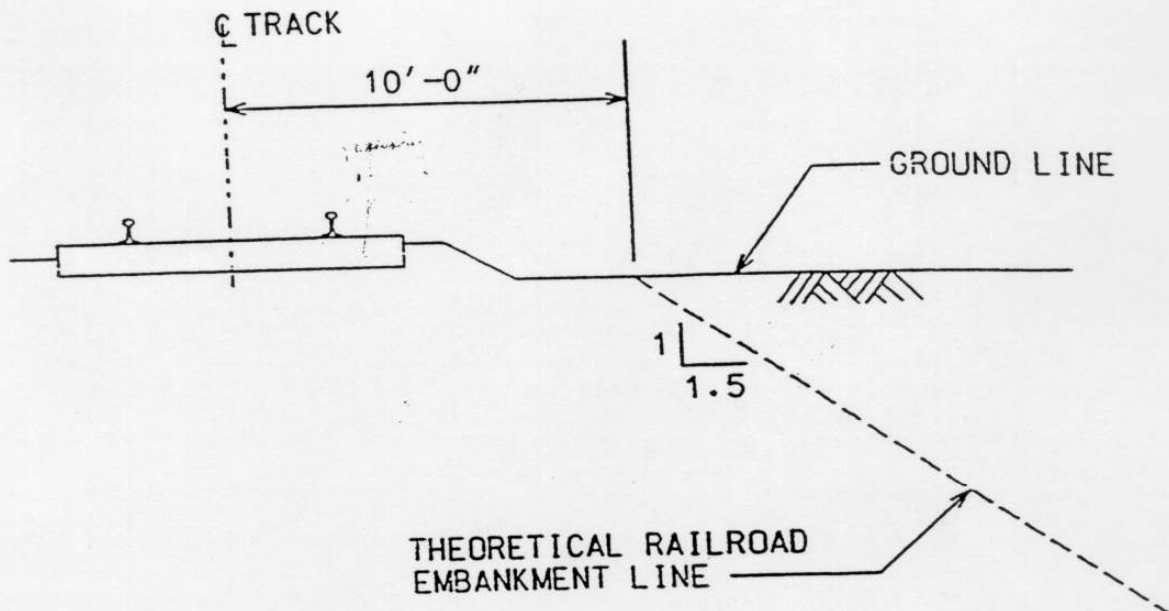
In general, unless otherwise directed by Metro-North, operations directly over or adjacent to the operating right-of-way which foul the operating area, or which in the event of a failure could fall across the operating area will be performed between approximately 2:30 AM and 5:00 AM.

Operations involving a track and power outage across all tracks may be performed at times specified by Metro-North.

Any deviation from this plan must be reviewed and approved by the sponsor's engineer prior to resubmission to the Metro-North Engineer for review and approval prior to the date that the work will be scheduled.

## APPENDIX A

DWG. SK - 1  
(2/18/00)



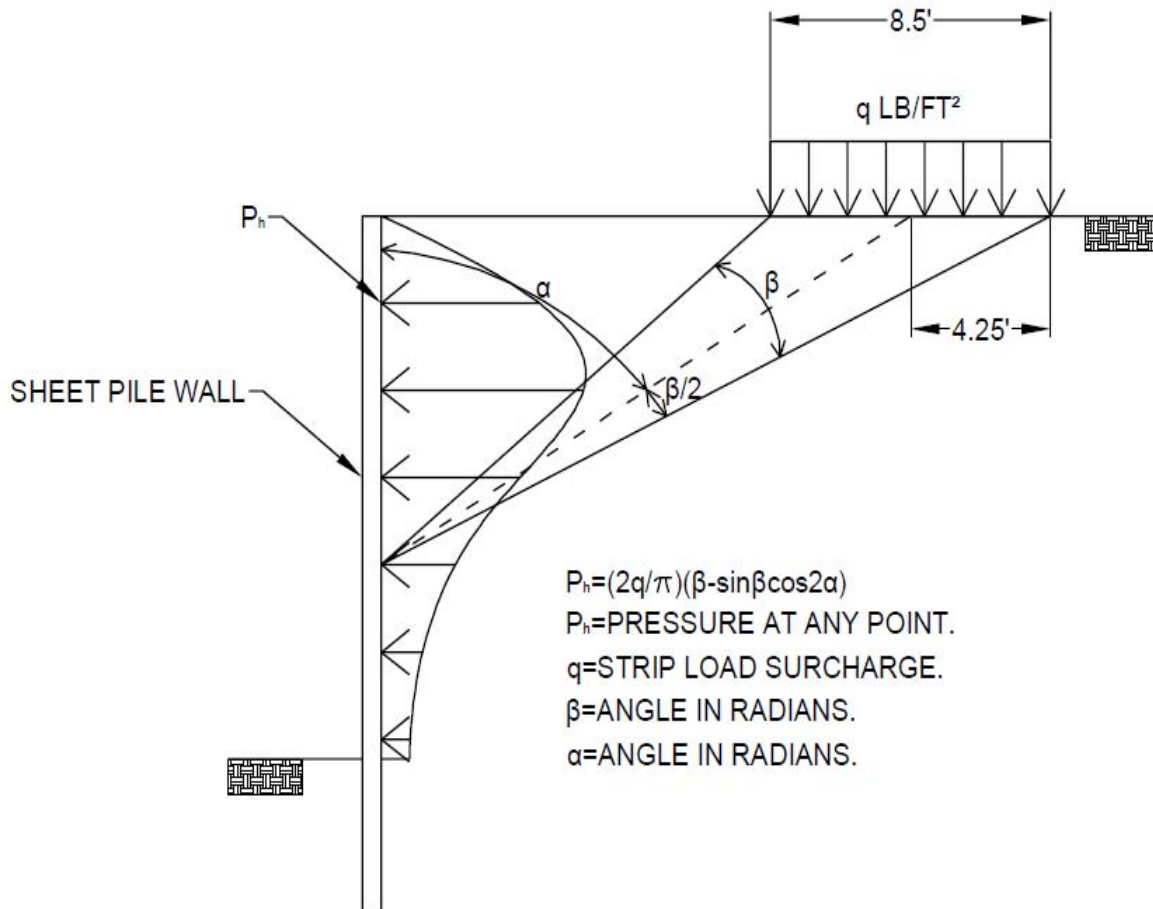
REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

1. STEEL SHEET PILING FOR TRACK SUPPORT IS NOT REQUIRED FOR EXCAVATION OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE. SHORING IN ACCORDANCE WITH OSHA REQUIREMENTS SHALL BE USED IN THIS AREA.
2. STEEL SHEET PILING, DRIVEN PRIOR TO EXCAVATION, IS REQUIRED WHEN EXCAVATION IS WITHIN THE THEORETICAL RAILROAD EMBANKMENT LINE.
3. ALL SHEET PILING IS TO BE DESIGNED FOR AN E-80 LOADING. THE BOUSSINESQ ANALYSIS IS TO BE USED TO DETERMINE THE LATERAL PRESSURE CAUSED BY THE RAILROAD LOADING.

## APPENDIX B

DWG. SK. 2  
(1/4/16)

### LATERAL PRESSURE DIAGRAM



LATERAL PRESSURE DUE TO STRIP LOAD

## APPENDIX C

**INSURANCE GUIDELINES FOR SUBMISSION OF INSURANCE (ENTRY PERMITS)  
METRO NORTH RAILROAD (MNR)**

Policies must be written by Carriers rated A-/VII or better to be acceptable to MNR

To expedite the approval process, we recommend that you forward the insurance section below to your insurance representative for review and compliance of the coverages required. MTA Risk & Insurance Management must approve insurance prior to commencement of work.

1. **Metro North Agency Form must be used** to provide evidence of insurance. **The Certificate Must Include:**
  - Agreement or Entry Permit Number;
  - Any deductible, self-insured retention, sub-limit or aggregate limit;
  - Insured's telephone number, contact person and e-mail address;
  - Notarized signature of an Authorized Representative of the Insurance Carrier or Producer.
  - The appropriate checked (✓) boxes for the Additional Insureds as applicable.
2. **Minimum Coverage: Refer to Your Agreement for Specific Insurance Requirements:**
  - A. Workers' Compensation:**
    - NY State Insurance Fund form is acceptable;
    - If a company is domiciled in a state other than New York, or Connecticut, coverage must be extended to include New York State; or Connecticut.
    - If your company is exempt from Workers' Compensation, supporting documentation from NYS or your company's accountant and or attorney is acceptable.
  - B. General Liability** (I.S.O. CG 00 01 04 13 Form):
    - Contractor's policies (and its subcontractor's policies, if applicable) shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the MNR and must be exhausted before implicating any MNR policy available. Any Umbrella/Excess Policy used to meet minimum contract requirements must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary policy is exhausted.  
***Provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 or CG 20 26 04 13 version or equivalent. Endorsement (s) must include policy number(s) - Additional Insureds for your work location are listed in the table below.***
  - C. Business Automobile Liability** (I.S.O. Form CA 00 01 10 13)
    - Required if your vehicle enters Metro North property. The policy shall be extended to include employees of any insured acting in the scope of their employment.
  - A. Railroad Protective Liability (RRPL)** An Original Policy is required. A detailed Insurance Binder (ACORD or Manuscript) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval. Named Insureds for your work location are listed in the table below

**Do Not Submit Evidence of RRPL on a Certificate of Insurance.**

**Binder must be provided for the RRPL to be replaced by a complete policy within 30 days:**

**The Binder Must Include:**

- Agreement or Entry Permit Number;
- Contractor Name and Address with contact information;
- List of Named Insureds (refer to table of Named Insureds);
- Description and Location of Project;
- Signature of an Authorized Representative of the Insurance Carrier or Producer.

**ALL COMPLETED INSURANCE DOCUMENTS DESCRIBED ABOVE MUST BE FORWARDED TO:**

**Rick Webster c/o MNR  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10170**



## STATION LISTING WITH LINE

Except that as otherwise provided in this Article and/or the Specifications, the Permittee and/or their Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, through the FINAL COMPLETION of contract, policies of insurance as herein below set forth, written by companies with an A.M. Best Company rating of A-/“VII” or better, and approved by Metro-North Railroad/MTA and shall deliver evidence of such policies. These policies must: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless at least thirty (30) days prior written notice to Metro-North Railroad/MTA c/o MTA Risk and Insurance Management Department - Standards, Enforcement & Claims Unit, 2 Broadway – 21<sup>st</sup> floor, New York, NY 10004 and (iii) state or be endorsed to provide that the coverage afforded under the Permittee and/or their Contractor’s policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to Metro-North Railroad/MTA, and also that the Permittee and/or their Contractor’s policies, primary and excess, must be exhausted before implicating any Metro-North Railroad/MTA policy available. (iv) In addition, the Permittee’s and/or their Contractor’s policies shall state or be endorsed to provide that, if a subcontractor’s policy contains any provision that may adversely affect whether the Permittee’s and/or their Contractor’s policies are primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available, the Permittee’s and/or their Contractor’s and subcontractor’s policies shall nevertheless be primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available. At least two (2) weeks prior to the expiration of the policies, the Permittee and/or their Contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000.00, unless such increased deductible or retention is approved by Metro-North Railroad/MTA. The Permittee and/or their Contractor shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss. The insurance monetary limits required herein may be met through the combined use of the insured’s primary and umbrella/excess policies.

- A. **Workers’ Compensation Insurance** (including Employer’s Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the laws of the state in which the work is to be performed.
- B. **Commercial General Liability Insurance** (I.S.O. CG 00 01 04 13 Form or equivalent approved by Metro-North Railroad) in the Permittee’s and/or their Contractor’s name with limits of liability in the amount of at least \$3,000,000 each occurrence/\$3,000,000 General Aggregate Limit (other than products-completed operations)/\$3,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Metro-North Railroad/MTA policy available.

Such policy should be written on an occurrence form, and shall include:

## STATION LISTING WITH LINE

- Contractual coverage for liability assumed by the Permittee and/or their Contractor under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
- Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect; and
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 or CG 20 26 04 13 version or equivalent approved by Metro-North Railroad) listing:
  - Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), Midtown TDR Ventures, LLC & Midtown Trackage Ventures LLC, Argent Ventures LLC, State of Connecticut and Connecticut Department of Transportation (CDOT), National Railroad Passenger Corp (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, and Delaware & Hudson Railway Company Inc. (D&H) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

C. **Business Automobile Liability Insurance** - (I.S.O. Form CA 00 01 10 13 or equivalent approved by the Railroad). **If vehicle enters Agency's property or is used as part of service provided**, in the Permittee's and/or their Contractor's name with limits of liability in the amount of \$2,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment.

- If the project involves transporting and/or disposing of any hazardous material or waste from the jobsite, the Permittee and/or their Contractor or any subcontractor performing such work must add the MCS-90 to the automobile policy. The CA9948 endorsement is also required if transporting to a site outside of NYS. (**Additional pollution liability insurances maybe required.**)
- The policy limits of liability must be increased to at least \$5,000,000 each occurrence pursuant to federal, state or local laws, rules and regulations, and

## STATION LISTING WITH LINE

- Copies of the MCS-90 and CA9948 endorsements, if applicable, shall be provided for review as part of the insurance submission.

D. **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form approved by Metro-North Railroad), covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- The following are the "Named Insureds" for this coverage:  
Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), Midtown TDR Ventures, LLC & Midtown Trackage Ventures LLC, Argent Ventures LLC, State of Connecticut and Connecticut Department of Transportation (CDOT), National Railroad Passenger Corp (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, and Delaware & Hudson Railway Company Inc. (D&H) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.
- The limit of liability shall be at least \$2,000,000 each occurrence, subject to a \$6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA).
- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name of the Permittee and/or their Contractor to perform the work, the name of Metro-North Railroad for whom the work is being performed and the Contract description and number.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed **Insurance Binder (ACORD or Manuscript Form)** will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

## E. **Insurance Submission:**

1. Initial Evidence of Insurance: The Permittee and/or their Contractor shall furnish evidence of all policies before any work is started to Metro-North Railroad as follows:

Metro-North Railroad  
Operating Capital Department  
420 Lexington Avenue, Tenth Floor  
New York, NY 10170  
Attention: R Webster  
Email: rwebster@mnrr.org

## STATION LISTING WITH LINE

2. **Renewal Insurance:** After the Contractor's insurance has been approved, a "compliant message" verifying insurance compliance will be sent to the Contractor via the MTA Certificate of Insurance Management System (CIMS), Complianz™. It will also provide the email address for all insurance renewals, specific to this contract. **Do not bundle certificates as each contract is assigned a specific email address.**

Except for the **Railroad Protective Policy**, certificates of Insurance may be supplied as evidence of the policies described above, unless otherwise noted herein. However, Metro-North Railroad reserves the right to request copies of such policies herein described above. If requested by Metro North, the Contractor shall deliver to Metro-North within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If requested by Metro-North Railroad, the Permittee and/or their Contractor shall deliver to Metro-North Railroad, within forty-five (45) days of the request, a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted, it must: (1) be provided on Metro-North Railroad Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sublimit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein. The Permittee and/or their Contractor must provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 or CG 20 26 04 13 version or equivalent, as applicable) and the endorsement(s) must include the appropriate policy number; (5) reference the Permit by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

**The Railroad Protective Liability Insurance Policy, described in "D" above, must be provided in the form of the Original Policy. A detailed Insurance Binder, ACORD or Manuscript Form, will be accepted pending issuance of the Original Policy. The Original Policy must be submitted within 30 days of the Binder Approval. [Follow the instructions that will be sent via the MTA Certificate of Insurance Management System (CIMS), Complianz™ following the INITIAL insurance approval.]**

- F. **No Limit on Contractor's Liability:** Nothing herein contained shall be deemed to limit the Permittee and/or their Contractor liability to the limits of liability, or coverage of the Policies above their renewals, or replacement.
- G. **Notice of Occurrence:** The Contractor shall immediately file with the MNR's Legal Department, 420 Lexington Avenue, 11<sup>th</sup> Floor, New York, NY 10170, a notice of any occurrence likely to result in a claim against the MNR, and shall also file with the Legal Department detailed sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Permit or License Agreement.
- H. **Insurance Not in Effect:** If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to Metro-North Railroad, Metro-North Railroad shall have the options to: (i) direct the Permittee and/or their Contractor to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

## APPENDIX D

# METRO-NORTH RAILROAD

## CONTRACTOR SAFETY TRAINING

### *Frequently Asked Questions & Instructions for Accessing Online Training*

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Metro-North Railroad (MNR) requires all Contractor/Consultant employees who will be on or about the MNR right of way to complete an online Contractor Safety Training module. The training must be completed independently by each employee. The following provides answers to frequently asked questions, including how to access the training.

#### **How is the Contractor Safety Training provided?**

Training is available online, through a web-based module at ContractorOrientation.com. Each Contractor/Consultant employee must complete the training independently, using the online module. Additional information about the web site is provided below.

With this system, the required MNR Contractor Safety Training is available on demand for each employee. The training is automatically documented in a database available to MNR, and each employee receives a Contractor Safety Training Card and sticker to document completion of the training.

#### **What is the required frequency of the training?**

Contractor employees must complete Contractor Safety Training before reporting to work on or about the MNR right of way for the first time, and must also retake the training annually. The Contractor Safety Training Card shows the date of expiration for the employee's training.

For employees who previously received instructor-led training at MNR, that training remains valid until its expiration date. However, all employees must now refresh the training using the online module.

#### **What documentation of the training must Contractor employees present or carry?**

Once training is complete, the required documentation of training completion **must be carried at all times** when on MNR property, as follows:

Upon completing the online training, each employee will be able to print a temporary certificate of completion. The temporary certificate will be valid only until the employee receives his or her Contractor Safety Training Card and sticker by mail (in 7-10 business days). Until the Card and sticker arrive, the employee must carry the temporary certificate and be prepared to present it at all times while on MNR property.

Upon receipt, the employee must display both the sticker (on his or her hard hat) and, if possible, the Card (such as, in the front pocket of the safety vest or jacket) at all times while on MNR property. When it is not feasible to display the Card in that manner, the employee must carry it and be prepared to present it.

**IMPORTANT: The Card is not valid for identification, transportation, or access to facilities. It is valid only to document that the employee has received this required safety training.**

## **METRO-NORTH RAILROAD CONTRACTOR SAFETY TRAINING**

### *Frequently Asked Questions & Instructions for Accessing Online Training*

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#### **Is a site orientation with MNR still required?**

Yes. A site orientation is still required.

Each employee **must** present appropriate documentation of the MNR Contractor Safety Training (either the temporary certificate or the Contractor Safety Training Card) to MNR during the site orientation. Employees who are required to complete OSHA 10 training will also be required to present documentation of that training at the site orientation.

Employees who do not have the required documentation will not be allowed on site.

#### **How do employees complete the online training?**

The employer creates an account on the ContractorOrientation.com web site and enrolls the individuals employed by their company who need to complete the training. There is a fee of \$20 per person to complete the training. Employers can make a payment on the web site to cover fees for individual employees. Once the employer has created the login for an employee, the employee may log in and complete the training at any time. Training may be completed on desktop computers, laptops, or tablets with an internet connection. Additional instructions from the web site administrator are provided on the next page.

For your information, this site is used by other passenger and freight railroads for similar training.

#### **Can Contractors request instructor-led training instead of the online module?**

No. To ensure consistency of training and record-keeping, this required training is available only through the online module.

# METRO-NORTH RAILROAD CONTRACTOR SAFETY TRAINING

## *Frequently Asked Questions & Instructions for Accessing Online Training*

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### **Additional Information from ContractorOrientation.com**

**To register a company for MTA Metro-North Railroad Contractor Safety Training**, please follow these simple steps:

1. Go to the website [www.ContractorOrientation.com](http://www.ContractorOrientation.com).
2. Click on "REGISTER >" in the upper right corner of the screen.
3. Input your company name in the field in the lower left corner of the screen, then click "Submit".
4. Read and follow the instructions on this page. You may have to search for your company several times to be sure it is not already registered.
5. When you are sure your company is not already registered, click on the words "Click here to register a new company."
6. Fill out the form as completely and accurately as possible then click on "Submit." If your company has multiple locations, include the location in the name. (Example: Bobs Widgets – Seattle, Bobs Widgets – Boston)
7. Verify your information. If it is incorrect, click on "Go Back" to change it. If it is correct, click on "Submit".
8. You should see a confirmation page, and you should get an email with instructions on how to proceed. You will be able to log in, register employees to your account, pay for training, take the appropriate course, and more. Most of the tools you need are in the Administration tab at the top of the screen once you log in.

***If you have any questions, you can contact ContractorOrientation.com by using the On Line Chat, calling (866) 599-2482, or e-mailing [Support@contractororientation.com](mailto:Support@contractororientation.com).***

**To log in to ContractorOrientation.com for training as an employee**, you have to first be registered by your company administrator. The administrator is the person in your company who runs the account. If you don't know who that is, contact ContractorOrientation.com. We can give you the name of your administrator.

Once you are registered by your administrator, they will tell you what your user name and password are. **You must use your own user name and password only.**

1. Go to the website [www.ContractorOrientation.com](http://www.ContractorOrientation.com).
2. Click on "LOGIN HERE >" in the upper right corner of the screen.
3. Enter your user name and password in the pop up form. Passwords are case sensitive. Then click on "LOGIN" at the bottom of the form.
4. Confirm that you are logged in by finding your name in the upper right corner of the screen. **If it is not your name, you are not logged in, and you will not get the card with your name on it.**
5. Once logged in, you can do several things:
  - Pay for a course using the payment options at the bottom of the Home page.
  - Upload a photo, if one is required for the course.
  - Choose the right course for the railroad you will be working on or near.



## APPENDIX E

## MTA GUIDELINES for INSURANCE SUBMISSION & GENERAL INSTRUCTIONS FOR COMPLETING ACORD FORMS

APPLICABLE TO ALL MTA/AGENCY AGREEMENTS

*Policies must be written by carriers with an AM Best rating of A-/VII or better to be acceptable to the MTA & its agencies.*

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### I. INTRODUCTION

This instruction sheet details mandatory acceptance guidelines for providing evidence of insurance to the MTA. It is divided into **three parts**:

**I. the Introduction – page 1**

**II. General Insurance Requirements (Highlights Only), (pages 1-2)**

**III. Specific Requirements for completing ACORD forms 25, 101 and 855 (pages 3-4)**

Read this document carefully and comply with all requirements outlined herein. You must also read your agreement for specific insurance requirements.

#### A. Initial Insurance

Before any work begins, the Contractor must submit evidence of all insurance policies to the Agency/MTA at the address provided in the Insurance Section C of the solicitation documents:

Certificates of insurance may be submitted as evidence of insurance unless otherwise noted in the Agreement. The following ACORD forms (or their equivalent) are suitable for submission of insurance:

- a. ACORD 25 (2016/03) – Certificate of Liability Insurance
- b. ACORD 101 (2008/01) – Additional Remarks Schedule
- c. ACORD 855 (2014/05) – New York Construction Certificate of Liability Insurance Addendum

**B. Policy expiration dates may not** be within 30 days of submission unless written assurance from the authorized broker or insurer that the policy/policies will be renewed and submitted with the same terms and conditions as the certificate.

**C. Renewal Insurance:** Evidence of renewal insurance must be submitted electronically. It should be sent to the contract-specific email address received from Complianz™, the MTA's Certificate of Insurance Tracking System. **Do not mail hard copies to risk management.**

### II. GENERAL INSURANCE REQUIREMENTS (Highlights Only. Please refer to the agreement for specific insurance requirements):

#### A. . Workers' Compensation –

- The New York State Insurance Fund form is acceptable.
- If a company is located out of state, an "Other States" endorsement is required.
- Exempt organizations may provide the approved CE-200 or documentation from their accountant or attorney confirming their exempt status.

**B. General Liability (refers to primary and umbrella/excess liability policies)**

- The General Liability policy shall provide coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01).
- The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the contract.
- The umbrella/excess liability policies shall be written on a “drop-down” and “following form” basis, with only such exceptions expressly approve in writing by MTA. Such insurance shall be maintained for the entire term of the contract.
- A physical copy of the required additional insured endorsements (**Refer to your agreement or Solicitation document**).

**C. Railroad Protective Liability (RRPL)/Builder’s Risk (including Installation Floater)**

- An insurance Binder must be provided pending issuance of actual policy.
- The binder must list all required “Named” and/or “Additional Named” insureds, as applicable.
- Actual policies must be submitted within 30 days from issuance of Binder.

**D. Environmental Coverages (contractor or sub-contractor may provide):**

- Contractor’s pollution liability coverage must be endorsed to include the additional insureds per terms of contract, and a copy of the physical endorsement must accompany the certificate of insurance.
- Pollution legal liability coverage must be Evidence can be satisfied by ONE of the following”:
  - Standalone pollution legal liability policy listing the non-owned disposal site;
  - A non-owned disposal site endorsement to the contractor’s pollution liability policy;
  - A certificate of insurance from the disposal facility adding the applicable agency/agencies as additional insured;
- The hauler must provide evidence of their business auto liability policy with copies of the MCS90 & CA9948 endorsement.

**E. Joint Venture**

- If the Contractor/Consultant is a joint venture, the joint venture shall provide evidence of liability insurance in the name of the joint venture.
  - If insurance is not purchased in the name of the joint venture, the member with the majority ownership interest in the joint venture must endorse its general liability policy to name the joint venture as an “Additional Named” insured.

### III. SPECIFIC REQUIREMENTS FOR COMPLETING ACORD 25, 101 and 855

Certain forms have special guidelines, all of which are included in the sample forms that you will receive in your solicitation packet. Please adhere to those guidelines as you fill out ACORD 25, 101 and 855. In addition, please take note of the following special instructions:

#### A. For ACORD 25

**This form is your certificate of liability insurance. You are required to fill out the form's fields as indicated below. (Refer to your agreement for detailed insurance requirements):**

##### a. General Liability

- i. Indicate applicable self-insured retention for policy.
- ii. General aggregate limit must indicate whether it applies for policy, project, or location.

##### b. Workers' Compensation

- i. Details must be entered for USLH, Jones Act and "Other States" coverage in adjoining row of blank boxes, if applicable.
- ii. Per Statute requirements must be referenced in limits column.

##### c. Umbrella/Excess Policy

- i. Umbrella and Excess coverages must be denoted by corresponding checkboxes. Underlying policies are to be identified in Additional Remarks Schedule (ACORD 101) to verify adequate insurance.

##### d. Provide the following information in the Description of Operations/Locations section:

- i. The Contract "*reference number*" provided in solicitation and/or awarded contract: **Provide ONE of the following: Purchase Order (PO No), SSE ID, Requisition (REQ ID) or Contract ID. For example, if you are providing a Purchase Order number, your answer should say "PO #" followed by the actual number.)**
- ii. Contract name: A short description of work being performed.
- iii. Contract type: Operating, Capital, Not for Benefit, Other. **(Provide ONE. If you choose OTHER, please include specifics.)**
- iv. List required Indemnitees per contract or on Acord 101 if additional space is needed. They can be copied from MTA website. Go to this Landing page, then follow instructions: <http://www.mta.info/vendor-insurance>

##### e. Certificate Holder

**List the Agency for whom the work will be performed using this format:**

Agency Name/MTA

**(Example: New York City Transit Authority/MTA**

c/o MTA Risk and Insurance Management

2 Broadway, 21<sup>st</sup> Floor

New York, NY 10004

f. Signature of Authorized Representative

**For ACORD 101**

Use this form to provide evidence of additional required coverages that could not be provided on ACORD 25 and other comments. For example you should innumerate that you are compliant with required policy endorsements. **See instructions provided on the sample forms:**

- i. List additional Comments/Indemnitees
- ii. Demonstrate that you are compliant with required policy endorsements by enumerating them here. **For example, contractor's policies provided to the Additional Insureds is primary and non-contributory**

**FOR ACORD 855**

**Use this form for agreements involving construction.**

- i. **Please note:** When you fill out ACORD 855, you must fill out all the requested information as indicated in red type on the sample form you. Where the "Yes" box is checked on items on the sample form, you must also be able to truthfully check "Yes" to all of the corresponding items on your form or your application will not be approved.
- ii. Attach ACORD 855 to ACORD 25 and ACORD 101, when applicable, when you make your submission.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <b>SIR</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Indicate Agreement Reference Type: Provide **ONE** of the following: PO No., SSE ID, Requisition(REQ ID or Contract ID). For example, if you are providing a Purchase Order number, your answer should say "PO No." followed by the actual number.)

Indicate Agreement Name: For example - "Upgrade & Repair R160 Door Operators"

Indicate Agreement Type: Operating / Capital / NFB / Other(Please Specify one)

**CERTIFICATE HOLDER****CANCELLATION****Agency / MTA**

c/o MTA Risk and Insurance  
Management 2 Broadway, 21<sup>st</sup> Floor  
New York, NY 10004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Appendix C  
Building Permit Application



*More than a Legend*

# Village of Sleepy Hollow

Department of Architecture, Land Use Development,  
Buildings & Building Compliance  
28 Beekman Avenue, Sleepy Hollow, NY 10591  
Telephone (914) 366-5101 • Fax (914) 631-0607 • [www.sleepyhollowny.gov](http://www.sleepyhollowny.gov)

## **REQUIREMENTS TO FILE A BUILDING PERMIT APPLICATION**

The intent of this document is to assist the applicant with the requirements, process, and documentation necessary to file for a Building Permit. **Failure to complete the application in its entirety and/or to provide the information indicated therein will result in rejection of the submission or a delay processing the application.**

### **Building Permit applications will not be accepted without the following:**

- ☐ Completed application (Parts 1 and 2) signed by the property owner. The property owner may complete the Proxy Statement authorizing an agent or representative to sign the application.
- ☐ Appropriate fee – check, or money order made payable to the *Village of Sleepy Hollow*.

**Building Permit fee: \$50 plus \$15 per one thousand dollars of estimated cost.**

“Estimated cost shall mean the reasonable market value of all labor, materials, equipment, and professional services necessary for the completion of the proposed project”

### **FEES FOR LEGALIZATION WORK OR FOR WORK STARTED WITHOUT THE ISSUANCE OF A PERMIT ARE DOUBLED.**

- ☐ Survey of property – not required for interior work, repairs, or renovations.
- ☐ Three (3) sets of construction plans and specifications, drawn to scale, signed and sealed by a NYS registered architect or professional engineer as required by NYS Law; maximum format **24” x 36”**, stapled and folded no larger than **9” x 12”**.
- ☐ Completed Zoning Compliance Form – completed by a NYS registered architect or professional engineer; not required for interior work, repairs or renovations.

### **A Building Permit will not be issued without the following:**

- ☐ A pre-construction site/building inspection may be required to establish the specific applicability of the Building and Zoning Codes.
- ☐ Zoning Board of Appeals approval as required.
- ☐ Planning Board approval as required.
- ☐ Architectural Review Board approval as required.
- ☐ Village Board/ Special Permit approval as required.
- ☐ Copy of contractor's Westchester County Home Improvement Contractor license.
- ☐ Copy of contractor's Certificate of Insurance naming the *Village of Sleepy Hollow* as additionally insured.
- ☐ Copy of the contractor's Workman's Compensation Insurance.
- ☐ Code Rule 753 confirmation number. Any project requiring excavation, trenching or demolition must contact “Dig Safely New York” 800-962-7962 ([www.digsafelynewyork.com](http://www.digsafelynewyork.com)) at least (2) two full working days prior to excavation.
- ☐ Completed *Electrical Permit* application and fee when electrical work is involved in the scope of work.
- ☐ Completed *Plumbing Permit* application and fee when plumbing and or gas work is involved in the scope of work.
- ☐ Completed *Mechanical Permit* application and fee when mechanical work is involved in the scope of work.
- ☐ Completed *Fire Sprinkler Permit* application and fee when fire sprinkler work is involved in the scope of work.



**IMPORTANT NOTICES: Read before completing Building Permit Application**

1. Undertaking activity or starting work that requires a permit prior to obtaining such permit is prohibited and is a violation of the Code of the Village of Sleepy Hollow. Any person who violates any term or condition of any Building Permit, Certificate of Occupancy/Certificate of Compliance, Temporary Certificate, Stop-work Order, Operating Permit or other notice or order issued by the Building Inspector shall be liable to a civil penalty of not less than \$250 nor more than \$1,500 for each day or part thereof during which such violation continues.
2. New York State Law requires permit applicants to maintain Worker's Compensation and Disability Insurance for their employees. No permit will be issued unless currently valid Worker's Compensation and Disability Insurance certificates are attached to this application. If the permit applicant believes they are exempt from the requirements to provide Worker's Compensation and Disability Insurance, they must complete form BP-1 as applicable.
3. Work conducted pursuant to a permit must be visually inspected by the Department of Architecture, Land Use Development, Buildings and Building Compliance and must conform to the New York State Uniform Fire Prevention and Building Code, the Code of the Village of Sleepy Hollow, and all other applicable codes, rules or regulations.
4. It is the permit holder's responsibility to contact the Department of Architecture, Land Use Development, Buildings and Building Compliance at (914) 366-5116 Monday through Friday 8:30 a.m. to 4:30 p.m. at least 48 hours before the permit holder wishes to have an inspection conducted. **DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF WORK HAS NOT BEEN INSPECTED.** Covered and non-accessible work will need to be removed at the permit holder's expense to conduct the required concealed inspections. A **\$100** fee will be charged for all **RE-INSPECTIONS**.
5. An Amended Permit application must be filed with the Department for any change(s) in the scope of work or application information once a permit is issued. Unauthorized work shall not commence until an Amended Permit is issued.
6. The permit does not include any privilege of encroachment in, over, under, or upon any Village street or right-of-way. A separate Street Opening Permit is required for work within the Village right-of-way.
7. When a Certificate of Occupancy/Compliance is required for new construction, the structure shall **NOT BE USED OR OCCUPIED** until said certificate has been issued.
8. Work undertaken pursuant to the permit is conditioned upon and subject to any state and federal regulations relating to asbestos material.
9. Construction work is permitted between the hours of 8:00 a.m. and 7:00 p.m. weekdays, and on Saturday, between the hours of 9:00 a.m. and 6:00 p.m. No construction shall be permitted on Sundays and holidays unless of an emergency nature and unless permission is first obtained from the Police Department and Department of Architecture, Land Use Development, Buildings and Building Compliance.
10. The permit must be displayed so to be visible from the street nearest to the site of the work being conducted.
11. Building Permits shall become invalid unless the authorized work is commenced within six months following the date of issuance. Building Permits shall expire 12 months after the date of issuance. A Building Permit which has become invalid or which has expired may be renewed upon the submission of an application, payment of the applicable fee, and approval of the application by the Building Inspector.



*More than a Legend*

# Village of Sleepy Hollow

**Department of Architecture, Land Use Development,  
Buildings & Building Compliance**  
28 Beekman Avenue, Sleepy Hollow, NY 10591  
Telephone (914) 366-5101 • Fax (914) 631-0607 • [www.sleepyhollowny.gov](http://www.sleepyhollowny.gov)

<b>BUILDING PERMIT APPLICATION: PART 1</b>				<input type="checkbox"/> NEW <input type="checkbox"/> AMENDMENT <input type="checkbox"/> EXTENSION	
<b>LOCATION</b>	Section:	Block:	Lot:	<b>OFFICE USE</b>	Permit number:
	Address: <b>60 Continental Street</b>				Date received:
	<b>193 Beekman Avenue</b>				Date issued:
	Zoning District:				Expiration date:
<b>OWNER</b>	Name: <b>Sleepy Hollow LDC</b>			Phone number: <b>914-366-5105</b>	
	Address: <b>28 Beekman Ave.</b>			Cellular number:	
	<b>Sleepy Hollow, NY</b>			Fax number:	
				E-mail: <b><a href="mailto:agiaccio@villageofsleepyhollow.org">agiaccio@villageofsleepyhollow.org</a></b>	
<b>DESCRIPTION</b>	Type of construction or improvement (select all that apply) <input type="checkbox"/> New building/ structure – Proposed use: _____ <input type="checkbox"/> Shed <input type="checkbox"/> Garage <input type="checkbox"/> Fence/ Wall <input type="checkbox"/> Deck/ Patio <input type="checkbox"/> Driveway/ Walk <input type="checkbox"/> Sidewalk <input type="checkbox"/> Pool/ Spa <input type="checkbox"/> Existing building/ structure – Current use: _____ <input type="checkbox"/> Repair <input type="checkbox"/> Renovation <input type="checkbox"/> Reconstruction <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Change of use – Current Use: _____ Proposed Use: _____ <input checked="" type="checkbox"/> Other: <b><u>Demolition of Abandoned Viaduct/Bridge Structure</u></b>				
	Description of work: <b><u>Demolition of the Abandoned Viaduct/Bridge Structure located north of the Beekman Avenue Bridge over Metro North; located on the East Parcel and adjacent to 193 Beekman Avenue.</u></b>				
<b>FEE</b>	\$50 application fee plus \$15 per \$1,000 of estimated project cost.      Estimated project cost: _____				
	Permit fee:\$ _____		<input type="checkbox"/> Cash <input type="checkbox"/> Credit card <input type="checkbox"/> Money order <input type="checkbox"/> Check number: _____		
<p>I hereby certify that I have read the instructions and examined this application and know the same to be true and correct. All provisions of laws and ordinances covering this work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state of local law regulating construction or land use or the performance of construction.</p> <p><b>Proxy Statement is required when anyone other than the property owner is signing an application.</b></p> <p>Owner/ Applicant (Print) : _____</p> <p>Owner/ Applicant signature: _____ Date: _____</p>					

**DO NOT BEGIN WORK UNTIL YOU HAVE RECEIVED AN ACTUAL PERMIT**

January 2016

## BUILDING PERMIT APPLICATION: PART 2

<b>ARCHITECT</b>	Company name:	Phone number:
	Architect:	Cellular number:
	Address:	Fax number:
		E-mail:
	License number:	
<b>ENGINEER</b>	Company name:	Phone number:
	Owner:	Cellular number:
	Address:	Fax number:
		E-mail:
	License number:	Expiration date:
<b>CONTRACTOR</b>	Company name:	Phone number:
	Owner:	Cellular number:
	Address:	Fax number:
		E-mail:
	Home Improvement License number:	Expiration date:
<b>ELECTRICAL</b>	Company name:	Phone number:
	Owner:	Cellular number:
	Address:	Fax number:
		E-mail:
	License number:	Expiration date:
<b>PLUMBING</b>	Company name:	Phone number:
	Owner:	Cellular number:
	Address:	Fax number:
		E-mail:
	License number:	Expiration date:
<b>MECHANICAL</b>	Company name:	Phone number:
	Owner:	Cellular number:
	Address:	Fax number:
		E-mail:
	License number:	Expiration date:



*More than a Legend*

**Village of Sleepy Hollow**  
**Department of Architecture, Land Use Development,**  
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28 Beekman Avenue, Sleepy Hollow, NY 10591  
Telephone (914) 366-5101 • Fax (914) 631-0607 • [www.sleepyhollowny.gov](http://www.sleepyhollowny.gov)

**PROXY STATEMENT**

**Proxy Statement is required when anyone other than the property owner is signing an application.**

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she  
(Print Owner's full name)

resides at \_\_\_\_\_ in the County of \_\_\_\_\_  
(Street, City) (County)

State of \_\_\_\_\_, and that he/she own the property located at \_\_\_\_\_,  
(State) (Street Address)

the property described in the attached application, herby authorizes and empowers

\_\_\_\_\_ to sign and make the attached application for  
(Applicant's name)

\_\_\_\_\_ and to represent the application at all Board/ Commission meetings.  
(Application type)

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature of Owner

Seal

\_\_\_\_\_  
Notary Public



*More than a Legend*

# Village of Sleepy Hollow

**Department of Architecture, Land Use Development,  
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Telephone (914) 366-5101 • Fax (914) 631-0607 • [www.sleepyhollowny.gov](http://www.sleepyhollowny.gov)

## ZONING COMPLIANCE FORM

APPLICANT NAME :	PROPERTY LOCATION: 60 Continental
SECTION: 115.10/11 BLOCK: 1 LOT: 2/85	ZONING DISTRICT: RF (Riverfront Development)

		REQUIRED	EXISTING	PROPOSED	VARIANCE
	AREA OF LOT (SF)	20 ac. MIN.	28.3 ac.		
	WIDTH OF LOT (FT)	MIN.			
	FLOOR AREA (SF)	0.8 MAX.			

PRINCIPAL BUILDING	FRONT YARD (FT)	MIN.			
	FRONT YARD – CORNER (FT)	MIN.			
	REAR YARD (FT)	MIN.			
	ONE SIDE YARD (FT)	MIN.			
	COMBINED SIDE YARDS (FT)	MIN.			
	BUILDING COVERAGE (%)	MAX.			
	BUILDING HEIGHT (FT/STY)	MAX.			

ACCESSORY	SIDE YARD (FT)	MIN.			
	REAR YARD (FT)	MIN.			
	BUILDING COVERAGE (%)	MAX.			
	BUILDING HEIGHT (FT)	MAX.			
	Distance to PRINCIPAL Bldg. (FT)	MIN.			

PARKING	PARKING (CARS)	MIN.			
	LOADING ZONE	MIN.			

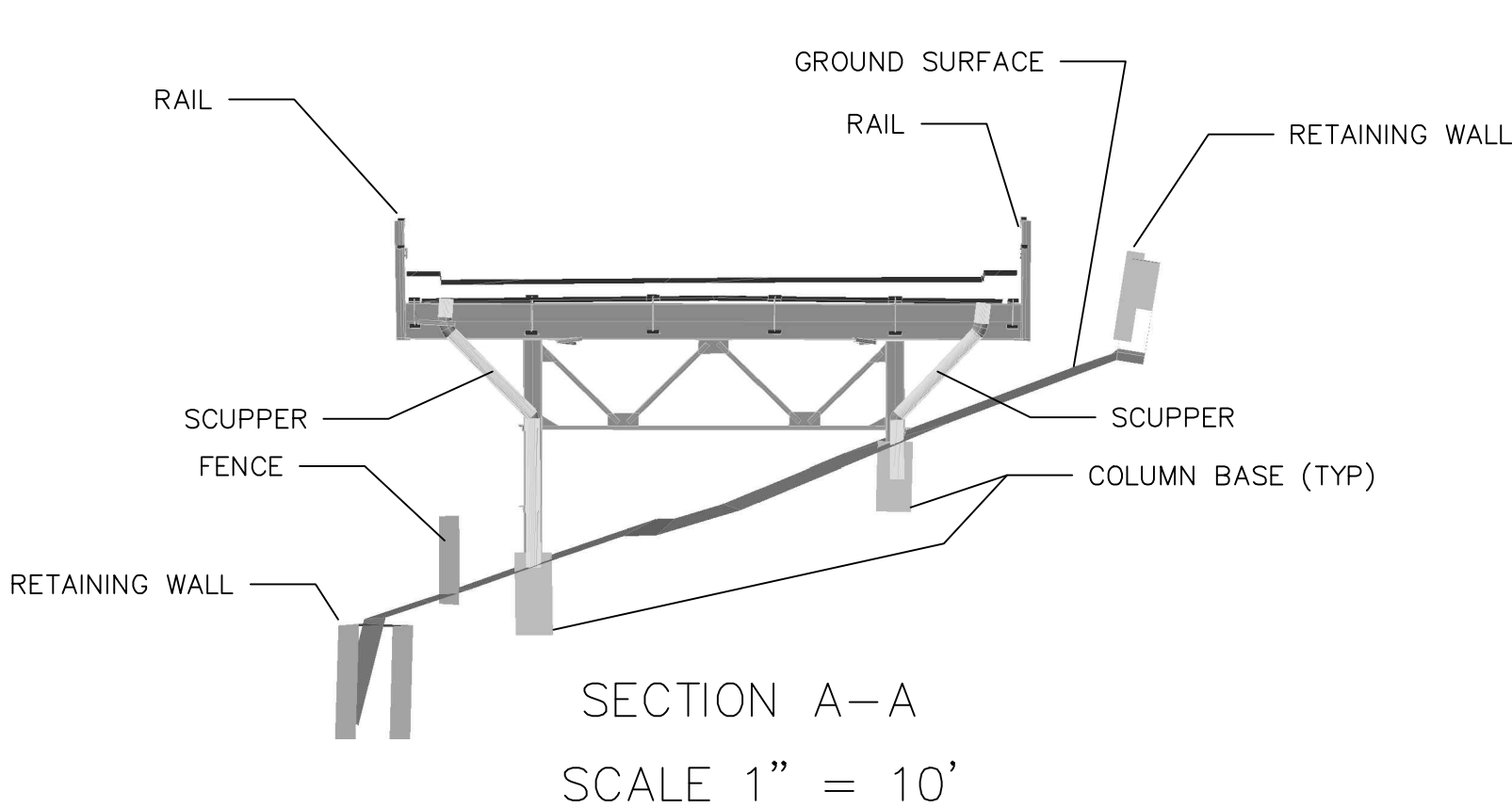
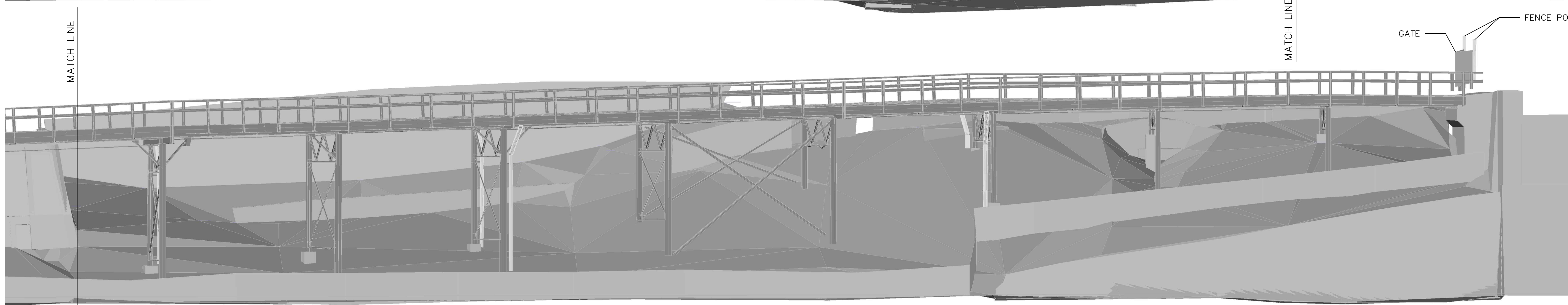
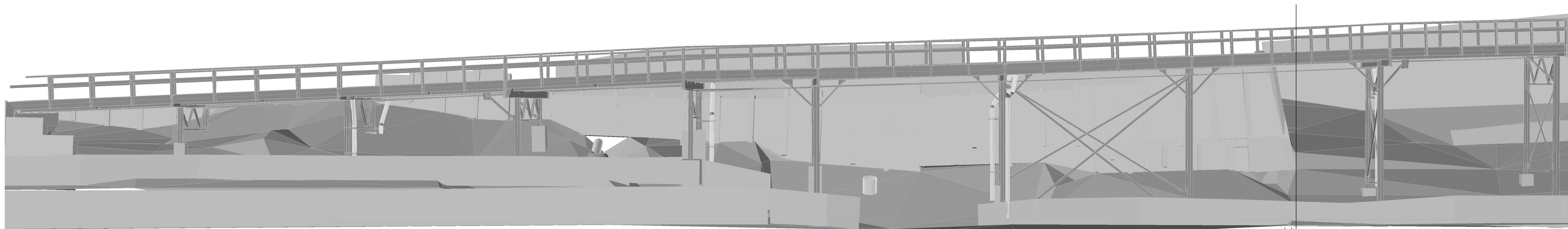
\_\_\_\_\_  
NYS ARCHITECT/ENGINEER

\_\_\_\_\_  
DATE

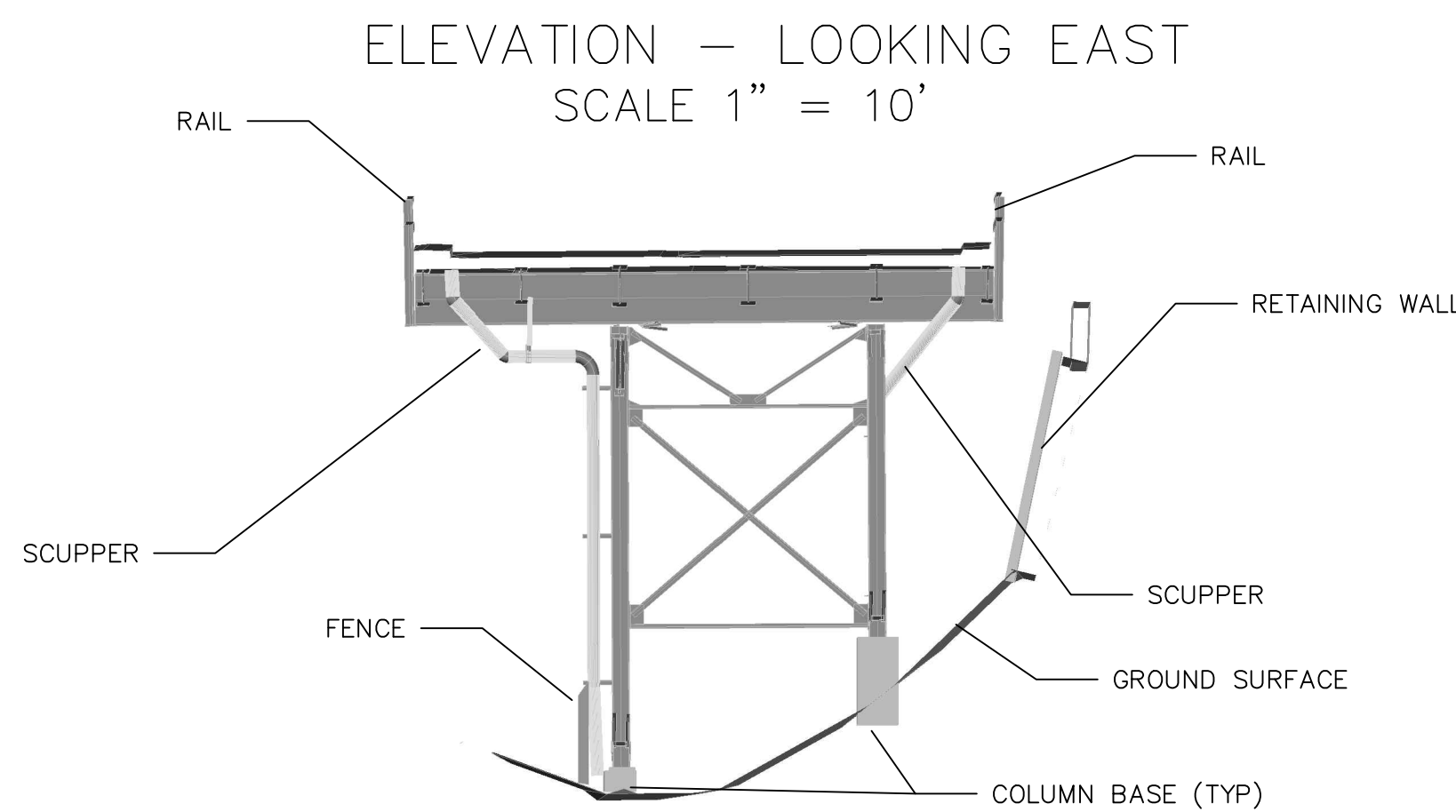
## **Appendix D**

### Viaduct Photographs & Additional Survey Information

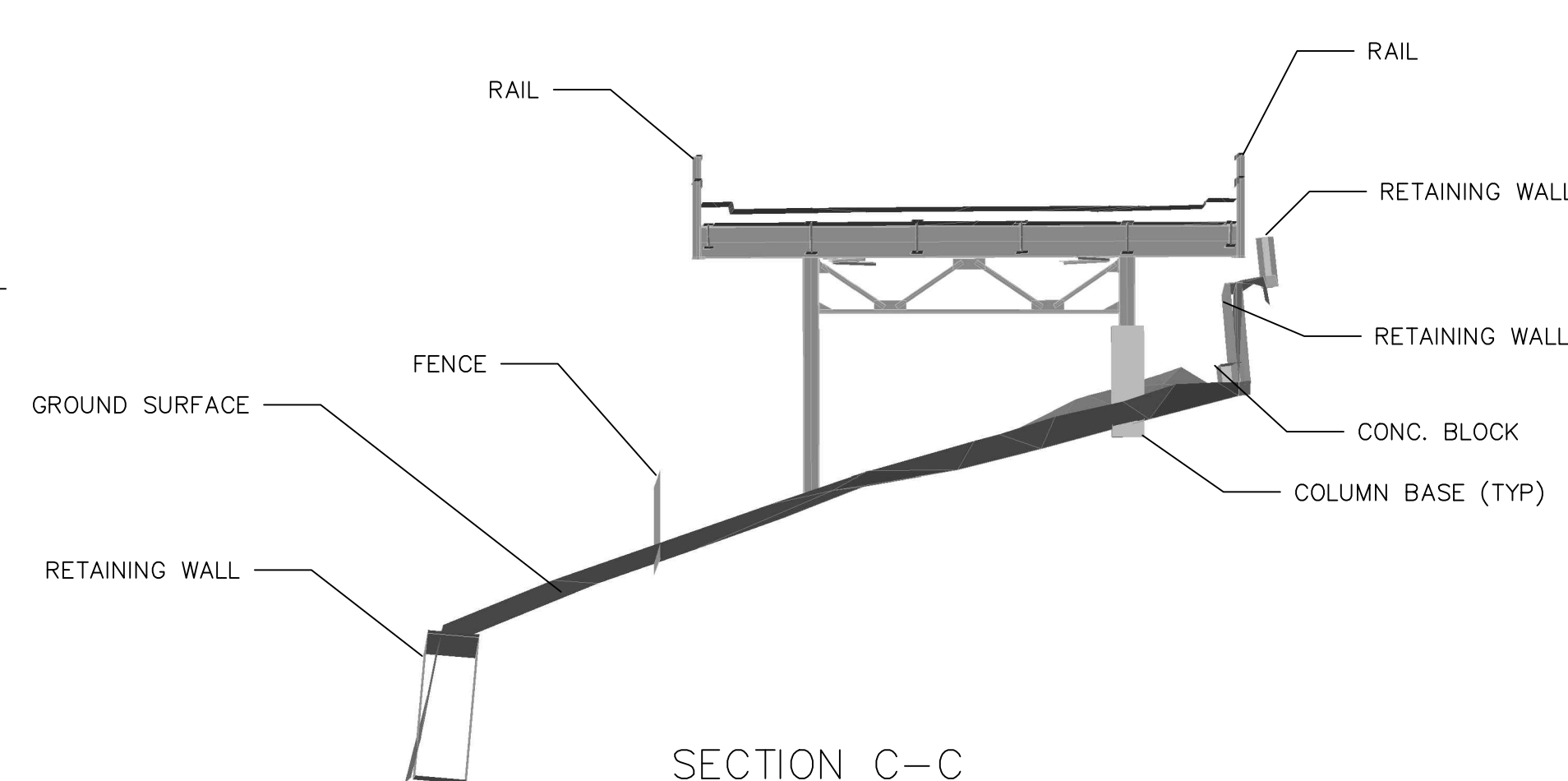




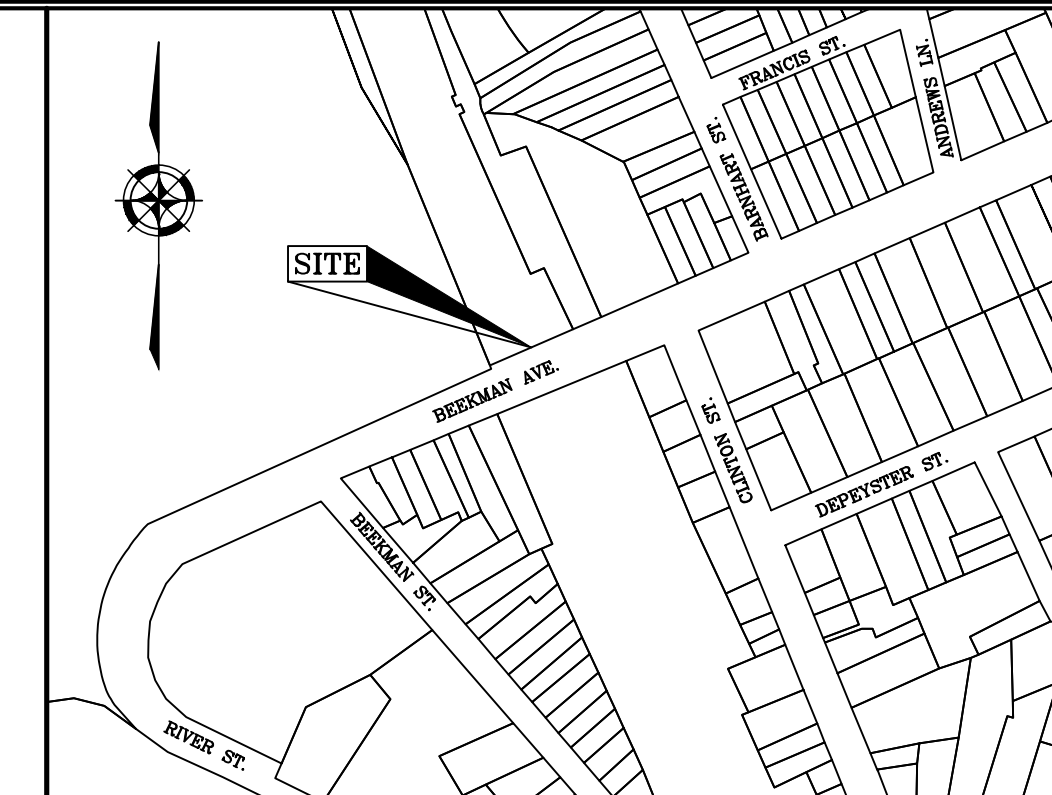
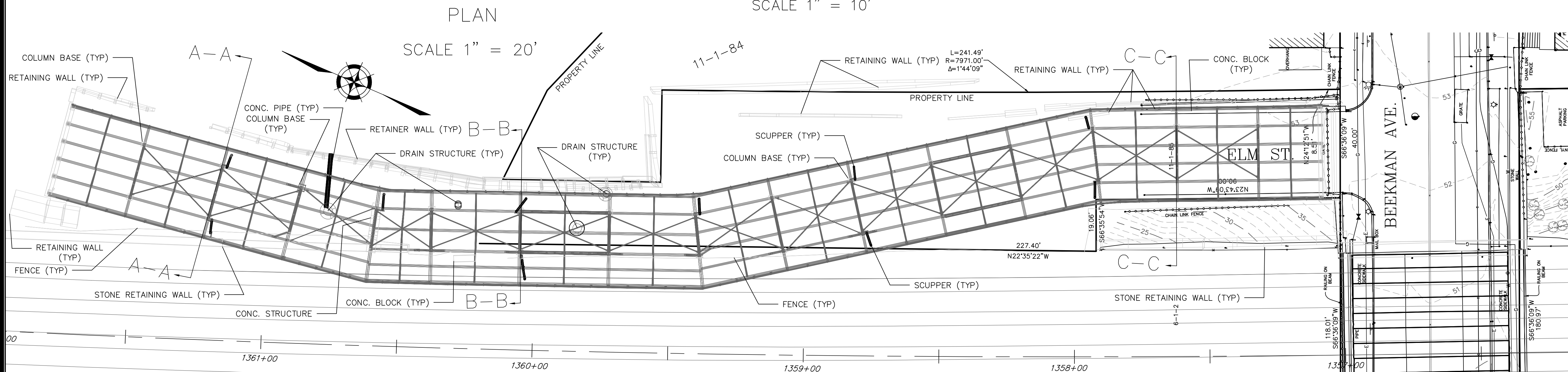
SECTION A-A  
SCALE 1" = 10'



SECTION B-B  
SCALE 1" = 10'



SECTION C-C  
SCALE 1" = 10'



LOCUS MAP  
(1" = 250')

REVISION	DATE	DESCRIPTION
---	---/---/---	---

**SURVEY OF ELM ST VIADUCT  
DETAIL**  
SLEEPY HOLLOW, NEW YORK  
PREPARED FOR  
WSP

**WSP**  
Transportation & Infrastructure  
555 Pleasantville Rd. South Building • Briarcliff Manor, NY 10510 • 914.747.1120  
www.wspgroup.com

Drawn By SW	Date OCT 14, 2015	Job No. 1188105A
Surveyed By PR	Scale AS NOTED	Sheet No. 2 OF 2
Checked By IS		
Book No. BC26		



## East Parcel - Viaduct Photos



Elevation View of Spans 6 - 16 looking North-East



Elevation View of Connection to Beekman Ave - Looking South-East



Top of Deck - Looking North



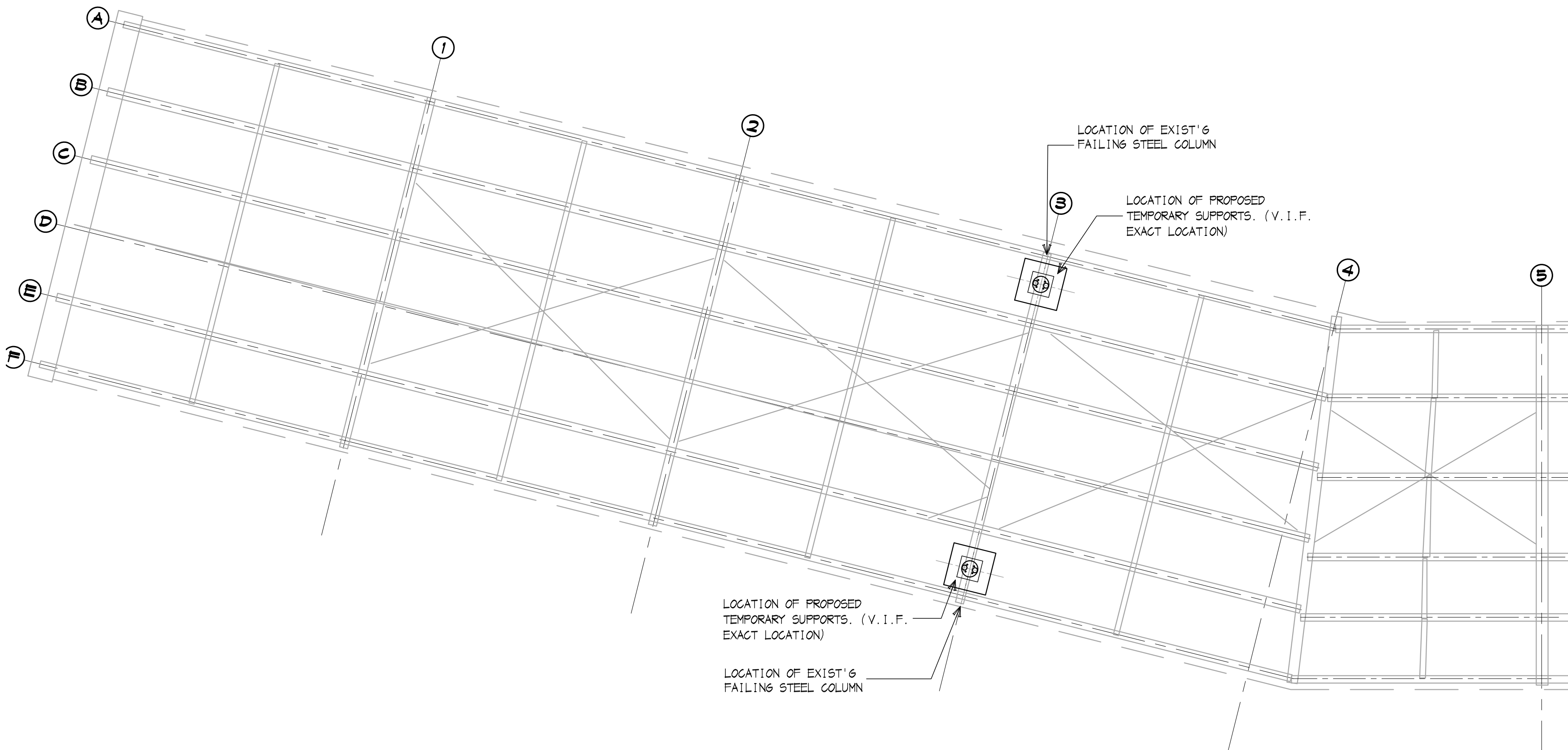
Top of Deck - Looking South



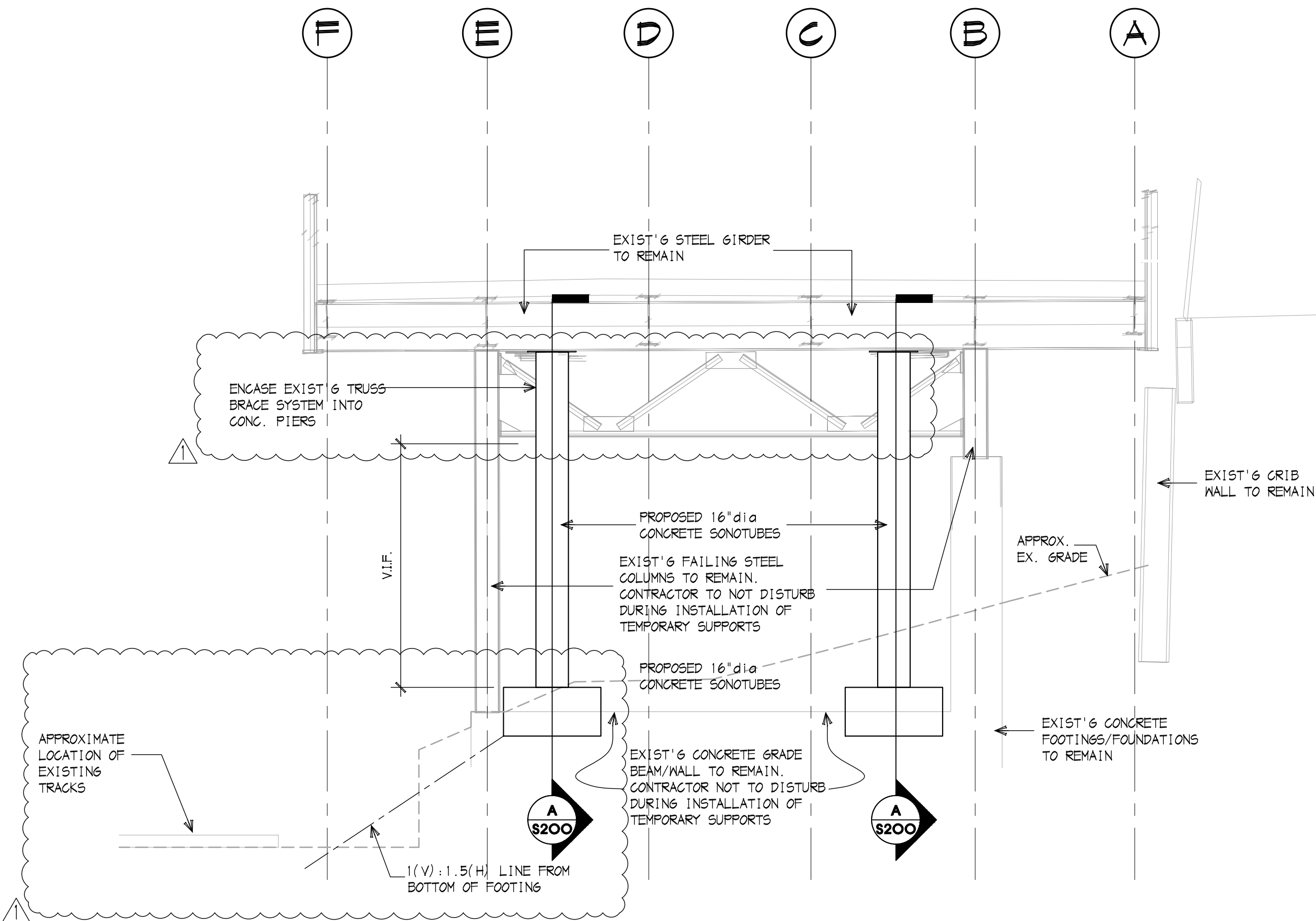
## **Appendix E**

Viaduct Temporary Shoring Plans  
(Previously constructed and for  
information only)





1 PARTIAL PLAN VIEW  
SCALE : 1/8"=1'-0"  
NOTE:



2 SECTION  
SCALE : 1/4"=1'-0"  
NOTE:

## GENERAL NOTES

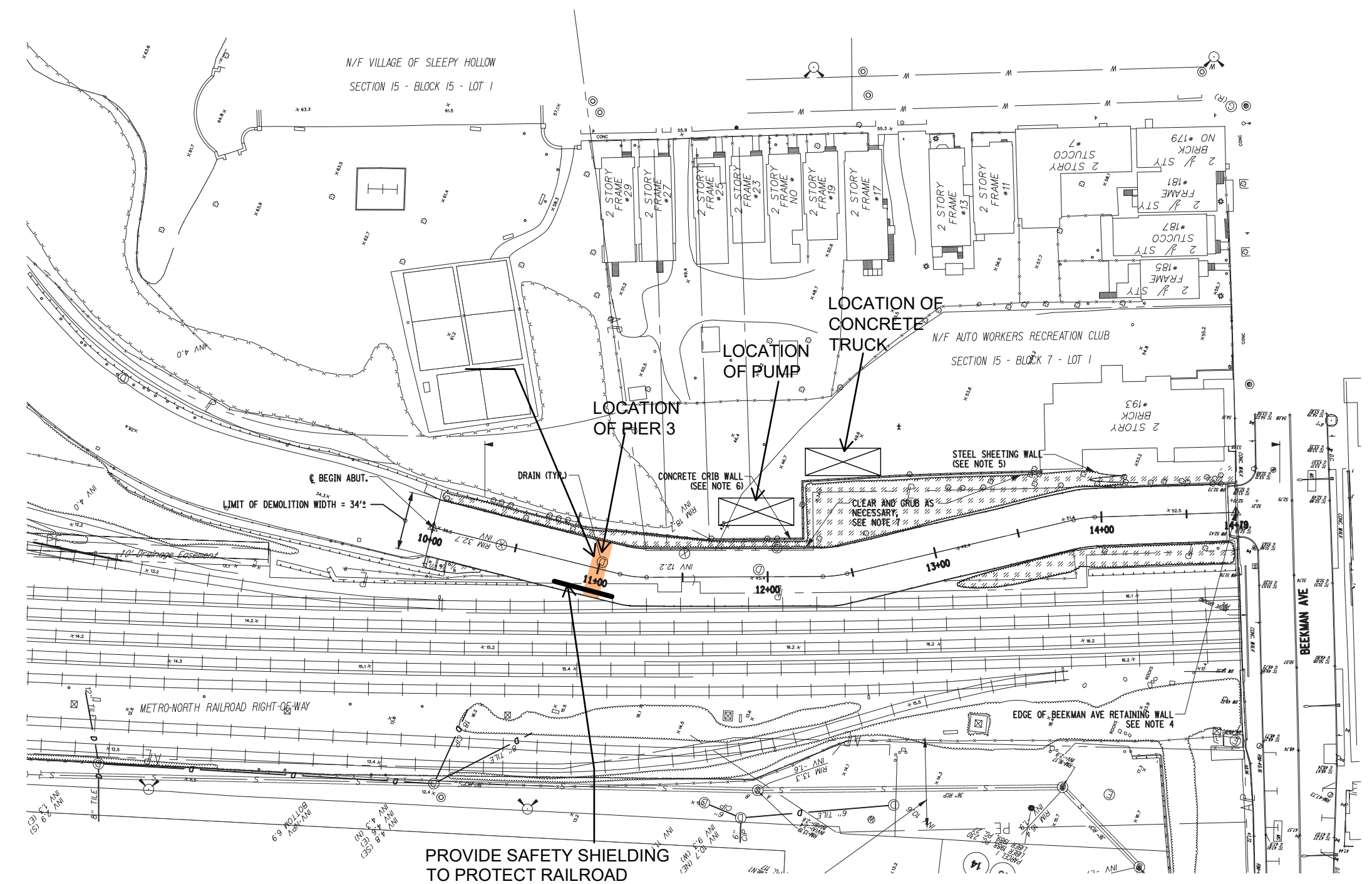
### CONCRETE

- DESIGN AND CONSTRUCTION IS TO BE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE SPECIFICALLY ACI 301 & ACI 318 & ALL APPLICABLE A.R.E.M.A. & A.S.H.T.O. CODES.
- CONCRETE FOR THIS PROJECT SHALL CONFORM TO THE FOLLOWING:
  - PROPORTIONED, REINFORCED, MIXED, PLACED, FINISHED, PROTECTED, AND CURED IN ACCORDANCE WITH APPLICABLE ACI STANDARDS AND THE SPECIFICATIONS.
  - NORMAL WEIGHT CONCRETE (144 PCF) SHALL BE USED FOR ALL CONCRETE.
  - DESIGN STRENGTH (IN 28 DAYS).....F'c = 4000 PSI
  - PORTLAND CEMENT.....ASTM C150 - TYPE
  - AGGREGATES.....ASTM C63
  - REINFORCING STEEL.....ASTM A615, GRADE 60
  - WELDED WIRE FABRIC.....ASTM A185
  - UNLESS NOTED OTHERWISE ON THE DRAWINGS MINIMUM COVER FOR REINFORCING SHALL BE AS FOLLOWS:
    - CONCRETE CAST & PERMANENTLY EXPOSED TO EARTH.....3 INCHES
    - CONCRETE EXPOSED TO EARTH OR WEATHER:
      - #6 BARS & LARGER.....2 INCHES
      - #5 BARS & SMALLER.....1-1/2" INCHES

- CONCRETE QUALITY SHALL CONFORM TO ACI 318 AND ADD MIXTURES, IF ANY USED, SHALL BE SO STATED IN THE MIXED DESIGN PRIOR TO PLACEMENT. THE MIX DESIGN SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO ORDERING AND PLACEMENT OF ANY CONCRETE. ADD MIXTURES SHALL NOT PRODUCE ANY ADVERSE OR DELETERIOUS EFFECTS IN THE PERFORMANCE OR APPEARANCE OF THE CONCRETE.
- WATER USED IN CONCRETE PRODUCTION SHALL BE OF THE OF THE POTABLE TYPE AND FREE OF INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIS, SALTS, ORGANIC MATERIAL, OR OTHER SUBSTANCES DELETERIOUS TO THE CONCRETE OR REINFORCEMENT.
- CONCRETE THAT IS EXPOSED TO FREEZE/THAWING SHALL BE AIR ENTRAINMENT IN ACCORDANCE WITH SECTION 4.2 ACI 318 WITH A MINIMUM AIR CONTENT OF 6 PERCENT WITH A TOLERANCE OF  $\pm 1.5$  PERCENT
- PROVIDE  $\frac{1}{4}$ " CHAMFER AT ALL EXPOSED CORNERS OF WALLS, ETC.
- PROVIDE  $\frac{1}{4}$ " PRE MOLDED EXPANSION JOINT MATERIAL WHERE REINFORCED RETAINING WALL & RETAINING WALL FOOTING IS POURED AGAINST BUILDING FOUNDATION WALLS & BUILDING FOOTINGS, UNLESS NOTED OTHERWISE.
- ALL REINFORCEMENT FOR CAST-IN-PLACE CONCRETE SHALL BE ACCURATELY PLACED, SUPPORTED, TIED AND SECURED INTO PLACE PRIOR TO CONCRETE PLACEMENT. REBAR DONELS SHALL NOT BE EMBEDDED AFTER CONCRETE PLACEMENT UNLESS INDICATED ON THE DESIGN PLANS.

### CONCRETE STEEL REINFORCING

- EMBEDDED STEEL REINFORCING SHALL CONFORM TO ACI DETAILING MANUAL OF STANDARD PRACTICE, UNLESS OTHERWISE NOTED IN ACCORDANCE WITH ACI 318
- DEFORMED BARS SHALL BE UNCOATED ASTM A615 GRADE 60, UNLESS OTHERWISE NOTED.
- WELDED REINFORCING SHALL CONFORM TO ANSI/AWS D1.4 "STRUCTURAL WELDING CODE FOR REINFORCING STEEL". NO WELDED WIRE FABRIC SHALL BE USED IN STRUCTURAL CONCRETE OR SOIL RETAINING STRUCTURES UNLESS SPECIFICALLY NOTED HEREIN.
- WHERE SPLICES IN REINFORCING ARE REQUIRED, THEY SHALL BE LAPPED AND STAGGERED SUCH THAT NO MORE THAN ONE HALF OF THE BARS ARE LAP SPLICED WITHIN REQUIRED LAP LENGTH, AND SHALL MEET THE REQUIREMENTS OF A CLASS "B" SPLICE. MINIMUM SPLICE LENGTHS FOR CLASS "B" (OR 60, 4000 PSI) CONCRETE:
  - #3 TO #5.....24" MIN.
  - #6 AND LARGER.....36" MIN. OR AS DETAILED WITH NO SPLICE LESS THAN 500 LBS
- HORIZONTAL BARS SHALL BE CONTINUOUS AROUND CORNERS AND FULLY EMBEDDED AT NON CONTINUOUS ENDS.
- ALL REINFORCING SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES IN CONFORMANCE WITH CRSI MANUAL OF STANDARD PRACTICE AND ACI 315 DURING THE PLACEMENT OF CONCRETE.
- ALL HOOKS IN REINFORCING BARS SHALL BE AN ACI STANDARD HOOK UNLESS NOTED OTHERWISE.
- DONELS SHALL BE PLACED BEFORE CONCRETE IS POURED. THEY SHALL NOT BE PUSHED INTO THE CONCRETE.
- SPLICES IN TOP REINFORCING, SHALL BE MADE AT MID-SPAN, UNLESS NOTED OTHERWISE



3 WORK PLAN  
SCALE : N.T.S.  
NOTE:



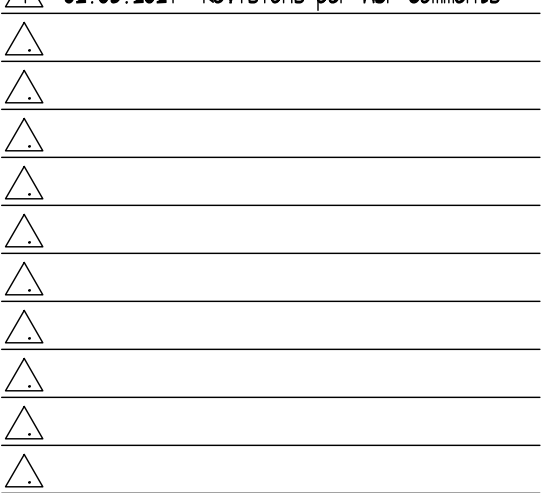
All ideas, designs, arrangements and plans indicated or represented are owned by and the property of this office and were created, evolved and developed for use and in connection with this specific project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without written permission of Mastrogiacomo Engineering, P.C.

Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variation from these dimensions and conditions shown hereon in writing.

It is a violation of the New York State Education Law for any person, unless acting under the direction of a Licensed Professional Engineer, to alter any item on this drawing and/or related specification, all alterations must be made in compliance with the New York State Education Law. The Professional Engineer whose seal appears hereon assumes no responsibility for any such alteration or reuse without his consent.

### Revisions

02.03.2021 Revisions per MEP Comments



Drawing North

Client Name and Address

**CORTESE CONSTR.**  
78 MAIN STREET  
DOBB'S FERRY, NY

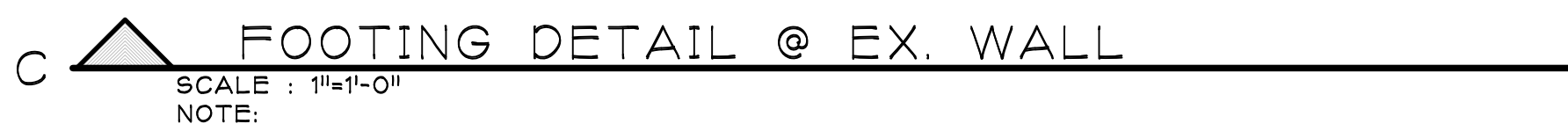
Project Information  
**TEMPORARY SUPPORT DRAWINGS**  
Situating At  
EAST PARCEL VIADUCT  
V. OF SLEEPY HOLLOW  
TOWN OF GREENBURGH  
WESTCHESTER CO., NY

Job No. 21-008  
Scale AS NOTED  
Date 13 JAN 2021  
Drawn By M.M.  
Checked By M.M.  
Sheet

**S100**

Seal & Signature  
  
MICHAEL MASTROGIACOMO, P.E., S.  
NEW YORK STATE P.E. LIC. NO. 3853  
CONNECTICUT STATE P.E. & L.S. LIC. NO. 2013





NOTES:

ALL REBAR SPICE LENGTHS SHALL BE AS SHOWN UNDER HEADING "VERTICAL".  
EXCEPT IF SPICED BARS ARE HORIZONTAL BARS WITH 12" OR MORE CONCRETE  
BELOW. THEN SPICE LENGTH SHALL BE AS SHOWN UNDER HEADING "OTHER".

\*AT SPICES THE BAR SPACING IS THE CENTER TO CENTER DISTANCE BETWEEN  
ADJACENT REBAR.

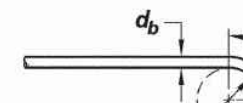
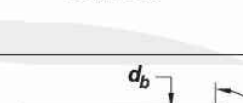

ALL SPICES SHALL BE CONTACT SPICES AND WIRED TOGETHER.

NO WELDED OR MECH SPICES ARE PERMITTED UNLESS INDICATED OTHERWISE.

UNLESS OTHERWISE SHOWN, SPICES FOR BOTTOM REINF BARS IN BEAM AND  
SLABS SHALL BE CENTERED ON CENTERLINE OF SPAN.

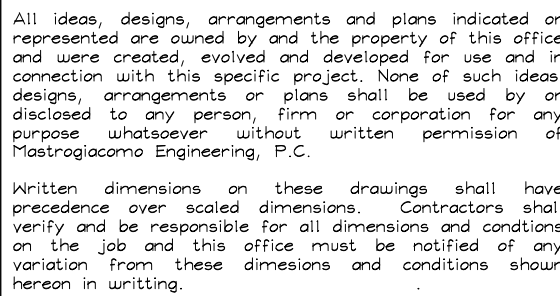
Concrete exposure	Member	Reinforcement	Specified cover, in.
Cast against and permanently in contact with ground	All	All	3
Exposed to weather or in contact with ground	Slabs, joists, and walls	All	1
	All other	All	1-1/2
Not exposed to weather or in contact with ground	Slabs, joists, and walls	All	3/4
	Beams, columns, and tension ties	Primary reinforcement	1-1/2
		Stirrups, ties, spirals, and hoops	1

Bar size, no.	Nominal diameter, in.	Nominal area, in. <sup>2</sup>	Nominal weight, lb/ft
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

Type of standard hook	Bar size	Minimum inside bend diameter, in.	Straight extension <sup>(1)</sup> $l_{ext}$ , in.	Type of standard hook
90-degree hook	No. 3 through No. 5	$4d_b$	Greater of $6d_b$ and 3 in.	
	No. 6 through No. 8	$6d_b$	$12d_b$	
135-degree hook	No. 3 through No. 5	$4d_b$	Greater of $6d_b$ and 3 in.	
	No. 6 through No. 8	$6d_b$		
180-degree hook	No. 3 through No. 5	$4d_b$	Greater of $4d_b$ and 2.5 in.	
	No. 6 through No. 8	$6d_b$		

[1] A standard hook for stirrups, ties, and hoops includes the specific inside bend diameter and straight extension length. It shall be permitted to use a longer straight extension at the end of a hook. A longer extension shall not be considered to increase the anchorage capacity of the hook.

H  REINF. BAR HOOK CHART

[illegible]

Drawing North

Client Name and Address

**CORTESE  
CONSTR.**  
78 MAIN STREET  
DOBBS FERRY, NY

Project information

**TEMPORARY  
SUPPORT  
DRAWINGS**

Situated At  
**EAST PARCEL  
VIADUCT**

V. OF SLEEPY HOLLOW  
TOWN OF GREENBURGH  
WESTCHESTER CO., NY

Job No.	21-008
Scale	AS NOTED
Date	13 JAN 2021
Drawn By	M.M.
Checked By	M.M.
Sheet	

S200

Seal &amp; Signature

