TOWN OF OSSINING
WESTCHESTER COUNTY, NEW YORK

CONTRACT NO. 01-2026

TOWN HIGHWAY DEPARTMENT BOILER REPLACEMENT PROJECT

Prepared by:

TOWN OF OSSINING
16 CROTON AVENUE
OSSINING, N.Y. 10562

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OCTOBER 2026

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NOTICE TO BIDDERS

NOTICE TO BIDDERS

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT the Town of Ossining will receive sealed bids at the Office of the Town Clerk, Municipal Building, 16 Croton Avenue, Ossining, N.Y. 10562 for the following contract(s):

CONTRACT NO. 01-2026

The principal feature of the work to be performed is the removal and installation of the existing steam boiler and burner and associated flue with one (1) new boiler and burner and new flue, including providing new boiler controls, steam & condensate piping, fuel oil piping reconnections to existing, new 4" concrete pad, rigging, boiler and flue removals, debris removal, and 4" concrete pad as indicated on plans. The Mechanical contractor shall be the prime contractor and shall retain all sub-trades to accomplish a "Turn Key" project. There are two Add Alternates: #1 for replacing two existing Steam unit heaters with new, and #2 for adding steam traps to the existing condensate system.

The bids shall be in accordance with the Specifications, Drawings and Terms of the proposed contract. These proposals will be received by Susanne Donnelly, Town Clerk, Town of Ossining, 16 Croton Avenue, First Floor, Ossining, N.Y. 10562 until **10:00 AM, Local Prevailing Time, on Tuesday, December 8, 2026,** at which time they will be publicly opened and read with all interested members of the public able to attend and observe.

OBTAINING DOCUMENTS: The Contract Documents, including Drawings and Specifications, may be obtained beginning on **Wednesday, November 4, 2026.** Documents are available electronically only at no cost to prospective bidders at the following links:

https://www.bidnetdirect.com/new-york/townofossining or
https://www.townofossiningny.gov/cms/departments/town-clerk.

Interested parties may also email Town Budget Officer Martha Quituisaca at mquituisaca@townofossiningny.gov for questions and/or a copy of the bid specs.

All Bids must be submitted to the Town Clerk's Office before the aforementioned deadline in a sealed envelope bearing the name and address of the Vendor and marked "Bid for Town Highway Department Boiler Replacement Project".

BID SECURITY: Each proposal must be accompanied by bid security in the amount of five percent (5%) of the bid, in the form of and subject to the conditions stipulated in the bid documents.

PRE-BID MEETING: A mandatory pre-bid meeting is scheduled for **Thursday, November 12, 2026 at 9:00 AM onsite, 85 Old Route 100, Briarcliff, NY 10510**. Attendance at the meeting is necessary to bid on the project.

MINORITY PARTICIPATION POLICY: It is the policy of the Town of Ossining to include minority and women-owned businesses in our solicitations and to take affirmative steps to ensure that M/WBE's have full participation in our procurement process.

TOWN RIGHTS: The Town reserves the right to waive any informalities in any proposals, or to reject any or all proposals and to advertise for new proposals.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF OSSINING
Susanne Donnelly
Town Clerk

Dated: November 4, 2026
Ossining, New York 10562

SECTION I – INFORMATION FOR BIDDERS

SECTION I
INFORMATION FOR BIDDERS

A. CONTENTS

Attention of bidders is called to the contents of the Notice to Bidders, a copy of which is annexed hereto and made a part hereof. All the work in this contract is described in detail in the Plans and Specifications, Information for Bidders, Bidder's Proposal and Contract Documents, all of which are attached hereto and made a part hereof.

B. DATE AND TIME FOR FILING BIDS

Sealed bids will be received at the Office of the Town Clerk, Municipal Building, 16 Croton Avenue, Ossining, New York. All bids shall be received by **10:00 A.M., Local Prevailing Time, Tuesday, December 8, 2026** for the work herein mentioned, at which place and after which time they will be publicly opened and read aloud. No bid shall be received or considered after the time stated herein and any bids sent via U.S. mail or overnight carrier are at the bidder's risk that they are not received by the Town Clerk prior to the designated bid opening.

All bids shall be enclosed in a sealed envelope and addressed as follows:

Bids for: **Contract No. 01-2026**
Town Highway Department Boiler Replacement Project

Attention: Susanne Donnelly, Town Clerk
Municipal Building
16 Croton Avenue
Ossining, N.Y. 10562

Opening: **Tuesday, December 8, 2026**
10:00 A.M. Local Prevailing Time

C. BID FORM

All bids must be upon the blank form for the proposal attached hereto, state the proposal price for each item of work both in words and in figures, and be signed by the bidder with its business address and place of residence. In case of any discrepancy, the written prices in words shall be considered the prices bid.

Bidders shall return with their bid proposal the following completed documents:

- Statement and certification of non-collusion – Compliance with section 103-d of the General Municipal Law (Bidder's proposal at **pages 30-32**)
- Iran Divestment Act of 2012 certification (Bidder's proposal at **page 33**)
- Bidder's qualifications (Bidder's proposal at **pages 34-36**)
- Registration for contractors and subcontractors (with current registration certificates) (Bidder's proposal at **page 37**)
- Minority and women-owned business certification (Bidder's proposal at **page 38**)
- Bidder's acknowledgement of addenda (Bidder's proposal at **page 39**)
- Bidder's proposal (Bidder's proposal at **pages 40-41**)
- Bidder's proposal – itemized breakdown (Bidder's proposal at **pages 42-46**)
- Bid bond, cashier's check or certified check in the amount of 5% of the bid proposal.

All bids must be submitted to the Town Clerk in a sealed envelope endorsed with the name of the contract, the contract number, and the name of the person or entity making the same.

D. INFORMAL BIDS

The Town Board of the Town of Ossining may reject, as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or the Town Board may waive any such informality they may deem immaterial or non-prejudicial to the Town and other bidders.

The Town Board reserves the right to select the bid or proposal the acceptance of which will, in their judgment, best secure the sufficient performance of the work or to reject any or all bids.

E. ACCEPTANCE OF BIDS

No bid will be allowed to be withdrawn for any reason whatsoever after it has been deposited with the Town Clerk. No bid will be accepted from, or contract awarded to, any person who is in arrears with the Town of Ossining, upon debt or contract, nor who is in default, as surety or otherwise, upon any obligation to the Town of Ossining.

F. BID SECURITY

A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the proposal submitted must accompany each bid. Certified or cashier's checks shall be made payable to the Town of Ossining. Bid bonds must be issued by an approved bonding or insurance company, authorized to do business with the State of New York.

All bid deposits, whether check or bond, shall be held by the Town of Ossining, as security that the person or persons to whom the contract shall be awarded will enter into a contract therefore and give security for the performance thereof within ten (10) calendar days after notice of such award. Such bid deposit must be enclosed in the sealed envelope containing the bid.

Bid deposits will be returned to all except the three (3) lowest responsive and responsible bidders within ten (10) business days after the formal opening of the bid.

Bid deposits will be returned to the three (3) lowest responsive and responsible bidders within ten (10) business days after the Town and the accepted bidder have executed the contract, or, if no contract has been so executed, within forty-five (45) business days after the opening of the bids, or upon demand of the bidder at any time thereafter so long as the bidder has not been notified of the acceptance of its bid.

If the bidder to whom the contract has been awarded refuses or neglects to execute and deliver the same and furnish the security required within ten (10) calendar days after due notice that the contract has been awarded to it, the amount of the bid deposit made by said bidder shall be retained by the Town of Ossining as liquidated damages for such neglect or refusal, not as a penalty, and shall be paid into the General Fund of the Town of Ossining. But if the said bidder to whom the contract is awarded shall execute and deliver the contract and furnish the said security within the time specified, the amount of the bid deposit will be returned to said bidder.

The bidder by submission of this bid agrees with the Town of Ossining that the amount of said bid deposit represents the minimum amount of the damages the Town will suffer by reason of any default as aforesaid.

G. ATTENTION DIRECTED

The attention of the bidders is directed to those provisions of the Contract Agreement relative to:

Compliance with Laws
Labor Conditions
Wage Rates
Insurance Required
Bonds Required

H. BIDDERS TO INVESTIGATE

Bidders are required to submit their proposals upon the following express conditions, which shall apply to and become part of every bid received:

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may desire as to actual conditions and requirements of the work.

I. QUESTIONS REGARDING CONTRACT DOCUMENTS

In general, no answer will be given in reply to an oral question, if the question involves an interpretation of the intent or meaning of the plans or contract documents or the equality of use of products or methods other than those definitely designated or described in the specifications. All information given to bidders other than by means of the plans or contract documents or by Addenda as described below, is given informally and shall not be used as the basis of a claim against the Town of Ossining, the Town Supervisor, and Engineer.

To receive consideration, such question shall be submitted in writing to the Town Budget Officer (Mquituisaca@townofossiningny.gov) no later than one week after the mandatory pre-bid meeting.

The Budget Officer will arrange as Addenda, which shall become a part of the contract, all questions received as above provided, with their decision regarding each. At least three (3) calendar days prior to the receipt of bids, they will send a copy of these Addenda to each of those who has taken out the contract documents.

MANDATORY PRE-BID JOB MEETING: The bidders are advised that a mandatory pre-bid job walk-through will be held by the Town for the purpose of introducing the project and the

location and addressing contractors' questions during the bidding process. The conference will be held as follows:

Date: Wednesday, November 12, 2026
Time: 9:00 a.m.
Place: 85 Old Route 100, Briarcliff, NY 10510

Any RFI's or questions for the project must be received by Wednesday, November 25, 2026 by 10:00 AM via email to the Town Budget Officer Martha C. Quituisaca (Mquituisaca@townofossiningny.gov).

All contractors who will be submitting bids for this work must have a representative present at the pre-bid meeting. No bid received for this work will be considered for contract award unless a bidder representative was present at the aforesaid pre-bid meeting.

J. SCOPE OF WORK

The principal feature of the work to be performed is the removal and installation of the existing steam boiler and burner with one (1) new steam boiler and burner, with new and all associated electrical, new flue. Fuel oil piping, steam & condensate piping, supports, controls, rigging, demolition and debris removal.

Refer to plans M-001, M-101, M-201, M-202, M-300, M-301, M-401, E-001, E-201, E-301, dated October 30, 2026.

Instructions to Bidders:

1. This Contractor will be a prime contractor for all new mechanical contracting, general contracting, and rigging work, including all control, electrical, plumbing, fire alarm and structural work for all upgrades and components identified in the Contract Documents. The Contractor is responsible for all complete work including but not limited to: a) purchasing, delivering and installing all new equipment, b) ordering, installing, and coordinating all other equipment on plans and rigging equipment, and c) all required general contracting work including wall removal and replacement, planning, protection of areas of work, phasing, overtime as required, programming, coordination with Town of Ossining Highway Department and others, demolition, debris removal, warranties, start-up, and commissioning of all new and retrofitted mechanical systems. The Contractor shall be prime for all trades including electrical and controls contractors as retained by this Contractor and performing all integrated work (i.e. mechanical and general contract work, steel work, rigging, control coordination, electrical coordination,

fire alarm, plumbing, etc.). The Contractor shall retain the general contractor, electrical, fire alarm, plumbing, steel, and control contractors, or others as required for a "turn key" operation.

2. This Contractor shall retain the services of the electrical, plumbing, and fire alarm contractors required for a complete installation. All permit costs, if any, protection, etc. shall be included as part of the Contractor's Base Bid.

3. This Contractor shall retain all contractors required for rigging all equipment. As part of the base bid, the Contractor shall include all permits, road closure permits, road and parking lot closures, etc. in its base bid. All rigging work is to take place on weekends.

4. This Contractor shall retain all contractors required for all necessary reinforcing and structural steel work and all required controlled inspections. As part of the Base Bid, the Contractor shall include design and filing with the Town of Ossining Building Department and include all labor, materials, design, and permit costs, including the provision of all signed and sealed plans and documents by a NYS professional engineer, the performance of all required controlled inspections by a NYS professional engineer, and the final closeout with the Town of Ossining Building Department, etc.

5. This Contractor shall retain all contractors required for all necessary general contracting work. As part of the Base Bid, the Contractor shall include all permit costs, filing with the Town of Ossining Building Department, including providing all signed and sealed plans and documents by a NYS registered architect as required, performing all required controlled inspections by a NYS professional engineer, etc.

6. All contractors must abide by Town and Building Department regulations and the Building Contractor's Safety Program and Building Rules and Regulations. The prime Contractor must provide acknowledgement in writing that these documents have been reviewed in detail and all required scope is to be included in bid prices.

7. The Contractor must provide all certificates of insurance as required by the Town and Town of Ossining Building Department for permitting.

8. The Town of Ossining building permit will be filed by the Contractor and the individual trade contractors and all fees will be paid by the associated contractor. The Contractor and subcontractors shall be responsible to file respective permits and assure all insurances are on file and current with the Town of Ossining Highway and Building Departments. The Town will waive all permit fees within its jurisdiction.

9. The Contractor will provide a construction schedule - end of construction to be:

a. **Boiler Project Award: Tuesday, December 15, 2026**

b. **Boiler to be ordered and delivered by this contractor by Thursday, December 31, 2026**

c. **Boiler Work Including Removal of existing, New Boiler, Flue, Controls, Piping and Fuel Pipe installations: End of Day – Sunday, January 10, 2027**

d. **Add Alternate Work #1&2 if awarded to be Friday, January 29, 2027**

10. The Contractor is expected to provide, at the first job meeting, a construction schedule detailing all phases of work by trade on a weekly basis. Long lead items and questionable items shall be highlighted with milestones for critical dates which will ensure for a timely completion of the project.

11. The fixed contract price will not be changed except through change orders authorized by the Owner and Engineer.

12. The Contractor is expected to provide all appropriate back-up to change orders including labor estimates and material costs.

13. The Contractor is expected to provide all appropriate unit prices for all bid components, including labor estimates and material costs.

14. The Contractor shall provide Add Alternate prices for all items listed in the plans and Bid Form attached, including all labor and materials.

15. The Contractor will be responsible for the transportation of all required construction materials, labor, and equipment to the job site and for the removal of all debris from the building on a periodic basis. This work shall comply with the Owner's requirements. The Town of Ossining will allocate an area for a dumpster to be located during construction.

16. All noisy and excessively dirty construction that is disruptive must be fully coordinated with the Town. All overtime work will be scheduled and coordinated between the Town and the Contractor and will be reflected in all bids.

17. The Contractor shall be able to provide full security clearance for all employees being utilized for on-site installations.

18. The Contractor shall use the Bid Proposal Forms in submitting a bid. Failure to use the Bid Forms will disqualify the bidder.

19. The Contractor is responsible for all protection including roof, gym, pool, elevators, stairs, existing equipment, etc. The Contractor is responsible for providing all preparation and clean up. Removal and disposal of all temporary protection at the end of the project is also the responsibility of the Contractor.

20. The Contractor is responsible for all firestopping, patching, and painting to match existing conditions for all impacted areas of work, core drills and required roof or slab x-rays.

21. The Contractor is responsible for all demolition and removal/carting of debris from the site associated with the work.

22. Bids shall include all labor and materials needed to fully complete the project.

23. The Contractor shall provide a full-time project manager/supervisor who will have complete authority to enter into discussions and agreements with the Engineer and Town in the name of the Contractor.

24. The Contractor shall provide, at the second job meeting, a schedule of expected shop drawings and submittal delivery dates coordinated with project schedule.

25. All shop drawings must be submitted by the 2nd week of the project to the Engineer for approval and acceptance.

26. Delivery schedules of the required equipment needs to be integrated into the Contractor's schedules and pricing. All work to accomplish the schedule, including all overtime and re-mobilization as called for, should be included in the schedules and pricing.

27. Bi-Monthly meetings will be required with the Town, major sub-contractors, and Contractor to chart schedule and progress. Contractor to provide minutes of meeting to all present.

28. The Contractor and sub-contractors are expected to visit the site at least one time in order to familiarize themselves with existing conditions and possible access problems. Additional site arrangements can be made through the Town of Ossining. Contact, **Highway Superintendent Pete Connolly (Pconnolly@townofossiningny.gov).** Please provide five (5) business days advance notice.

29. Bid submission indicates that the Contractor and sub-contractors fully understand the scope and intent of the Contract Documents. No extras arising from misinterpretation or misunderstanding of the Contract Documents will be entertained. Questions should

be directed in written format to **Town Budget Officer Martha Quituisaca (Mquituisaca@townofossiningny.gov).**

K. TIME FOR COMPLETION

It is the purpose of the Town Engineer to build the works under his charge in the shortest period of time consistent with good construction. A complete and well-designed construction plan and effective organization will be insisted upon.

The attention of the prospective bidders is especially directed to the contract requirements as to the time of the beginning work, the rate of progress and the time allowed for construction and completing the work, as set forth herein and elsewhere in this contract.

The main boiler work shall be substantially completed on or before Twenty Five (25) calendar days after written Notice to Proceed.

TIME OF THE ESSENCE: The time in which the contract is to be completed is of the essence of this contract. The bidder must include with their bid at the time of submittal a detailed construction schedule, a listing of labor and equipment to be assigned to the contract including that of all proposed subcontractors, and the name and experience record of the superintendent to be assigned to the work who must be at the site during the full course of the work. If, in the opinion of the Town, any bidder fails to demonstrate that he has suitable capital, experience, labor and plant to complete the work within the prescribed time of completion, the Town will consider its bid informal and non-responsive and reject any such bid from further consideration.

L. SEQUENCE OF CONSTRUCTION

The work shall be carried out in the order and sequence directed by the Town Supervisor or their authorized representative.

As noted earlier in this section, the bidder must submit a detailed construction plan with the bid proposal demonstrating the ability to complete the work in the time allotted. This plan shall include as a minimum:

1. Name and experience of the superintendent and crew foremen to be assigned to the work. Names and telephone numbers of Contractor's after-hours emergency contact personnel.

2. List of equipment to be assigned to the work including that of any proposed subcontractors. If equipment is not owned by the Contractor or

subcontractor(s), the bidder shall submit a letter from the rental supplier stating that, should the bidder be awarded the contract, the equipment would be available for the duration of the work.

3. Number and classification of employees to be assigned to the work including those of any proposed subcontractors.

4. A detailed work schedule by phase, with identifiable start and finish dates for the various items of work shall be completed and provided as part of the bid submission in accordance with the proposed construction schedule. The work schedule shall include:

    a. Mobilization of labor, materials, and equipment.

    b. Time duration for installation of boiler B-1.

    c. Clean up the site area.

    d. Equipment delivery needs to be incorporated into all phasing and schedules.

M. EXISTING CONDITIONS

Bidders must satisfy themselves by a personal examination of the location of the proposed work and/or by such other means as they may prefer, as to the actual conditions and requirements of the work and shall not at any time after submission of a bid assert or claim that there was any misunderstanding in regard to the nature of the work or the conditions affecting the work.

N. ABILITY AND EXPERIENCE OF BIDDER

It is the purpose of the Town of Ossining not to award this contract to any bidder who does not furnish evidence satisfactory to the Town that it has ability and experience in this class of work, that it has sufficient capital and plans to enable it to prosecute the same successfully and to complete it in the time named.

The Town may make such investigations as it deems necessary to determine the ability of the bidders to perform the work. Information regarding experience, financial resources and facilities shall be submitted in the Bidder's Proposal. The Town Board reserves the right to

reject any proposal if the evidence submitted by or the investigations of such bidder fails to satisfy it that such bidder is properly qualified to carry out the work contemplated under this contract.

O. BONDS REQUIRED

For the performance of the contract, a performance bond and labor and materials payment bond will be required, each of which shall be in the amount of one hundred percent (100%) of the contract price, shall be in the annexed forms, shall be signed by the party to whom the work is awarded and by a solvent fidelity or surety company authorized by the laws of this State to transact such business, and must meet with the approval of the Town as to adequacy, form and correctness.

The bidder to whom a contract is awarded shall be prepared to attend at the Office of the Town Clerk to execute the contract, to furnish all required bonds, and to furnish the required insurance or acceptable binders or certificates within ten (10) days after written notice from the Town Supervisor that the contract has been awarded to them. In case of failure or neglect to do so they may be deemed to have abandoned the contract as in default to the Town under the provisions set for above.

If, at any time after the execution and approval of this contract and the performance and payment bonds required by the contract documents, the Town of Ossining shall deem any of the sureties upon such bond to be inadequate security for the Contract, the Contractor shall, within five (5) days after notice from the Town of Ossining, furnish a new or additional bond in form, sum and signed by such sureties as shall be satisfactory to the Town of Ossining. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bond shall be furnished and approved. Premiums on such bonds will be paid for by the Contractor.

P. INSURANCE REQUIRED

The attention of bidders is called to the fact that the Contractor shall be required to take out and continue in effect during the life of the contract insurance with the provisions fully set forth elsewhere in this contract and in the amounts specified herein. If binders or certificates are accepted temporarily, bidders should note that <u>policies must be furnished and approved before any payment will be made under a contract</u>.

Q. LICENSING

All contractors must be properly licensed by all required municipal and/or other regulating entities to perform all matters of business required by this Contract prior to the execution of work.

R. APPROVAL OF SUBCONTRACTORS

The Town of Ossining reserves the right of approval or disapproval of any or all Subcontractors.

S. TAXES

The Town of Ossining is exempt from payment of all State and local sales and compensating use taxes of the State of New York and of cities and counties on the purchase of all materials and supplies incorporated in and becoming an integral component part of the work, structures, buildings or real property. Such taxes shall not be included in the Price Bid. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by or leased to the Contractor or a subcontractor or to supplies, machinery, equipment and materials which, even though they are consumed in the performance of the Contract, are not incorporated into the completed work. The Contractor and all subcontractors shall be responsible for and shall pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

The Town of Ossining will furnish the required certificates of tax exemption to the Contractor for use in the purchase of supplies and materials to be incorporated into the work.

The Contractor and all subcontractors and material suppliers shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a Contractor Exemption Purchase Certificate or other appropriate certificates to all persons, firms or corporations from whom they purchase supplies, materials and equipment for the performance of the work.

T. SUPPLEMENTARY DEFINITIONS

Wherever reference is made to any published standards, codes or standard specifications, it shall mean the latest standard, code, specification or tentative specification of the technical society, organization or body referred to, which is in effect at the date of the Notice to Bidders.

Where specified articles, sections, paragraphs or other subdivisions of the referenced publications are not stated, the referenced publication shall apply in full.

The following is a partial list of typical abbreviations that may be used in the specifications and the organizations to which they refer:

AASHTO	American Association of State Highway and Transportation Officials
AIA	American Institute of Architects
ACI	American Concrete Institute
ACIFS	American Cast Iron Flange Standards
AGA	American Gas Association
AGMA	American Gear Manufacturer Association
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASME	American Society Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
API	American Petroleum Institute
EEI	Edison Electric Institute
Fed Spec	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
NBC	National Building Code
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NPC	National Plumbing Code
NSF	National Sanitation Foundation
NYSBCC	New York State Building Construction Code
OSHA	Occupational Safety and Health Administration

STANDARD SPECIFICATIONS - The STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, latest version, and any ADDENDA as prepared by the New York State Department of Transportation.

The Contractor shall, when required, furnish evidence satisfactory to the Town Supervisor that those materials and methods are in accordance with such standards where so specified. Should any questions arise as to the application of these standards, the Contractor shall supply copies on site. The same procedure shall be followed in regard to manufacturers' instructions and recommendations.

U. SUBMITTAL OF PAYROLL RECORDS

The Contractor must submit certified transcripts of his or her payroll records and all subcontractor payroll records with each request for payment. Said payroll transcripts must include all work performed under this Contract for the period of time covered on the accompanying payment request.

Pursuant to New York Labor Law section 220(3-a)(a)(iv) the Town of Ossining as the Department of Jurisdiction is required to maintain such original payroll records or transcripts thereof for five years from the date of completion of the work on the awarded contract. The Town of Ossining Budget Officer Martha Quituisaca (Mquituisaca@townofossiningny.gov) shall be responsible for the receipt, collection and review of the facial validity of payrolls.

The Contractor and all Subcontractors shall comply with the requirements of New York Labor Law section 220-j, Payroll Reporting Requirements.

V. OSHA REQUIRED TRAINING

OSHA 10-hour Construction Safety and Health Course:

This provision is in addition to the existing prevailing wage rate law (New York Labor Law section 220). Labor Law section 220-h requires that on all contracts for the construction, reconstruction, maintenance and/or repair of public work to which the state or a municipality is a party, where the total cost of the work to be performed under the contract is at least $250,000, all laborers, workers and mechanics employed in the performance of the contract on the public work site as contractor, sub-contractor or other person doing or contracting to do all or part of the work shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration which course is at least 10 hours in duration.

The Contractor will submit certification of each on-site employee's OSHA-certified completion of this course to the Town Supervisor, or his/her designated representative, prior to beginning work on site. These certifications will be randomly audited by the Town of Ossining against certified payroll records submitted with payment requests.

Any questions regarding this statute should be directed to the New York State Department of Labor, Bureau of Public Work, at 518-485-5696.

W. MINORITY PARTICIPATION POLICY

It is the policy of the Town of Ossining to include minority and women-owned businesses in the Town's solicitations and to take affirmative steps to ensure that MWBEs have full participation in the Town's procurement process. The Town of Ossining will use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts and projects funded by the Town and to develop a policy to efficiently and effectively monitor such participation. Nothing herein shall be construed to authorize the Town of Ossining to award any contract in violation of the competitive bidding laws of New York State (General Municipal Law section 103) or the Local Laws of the Town of Ossining.

X. PROTEST POLICY

1. It is the policy of the Town of Ossining to provide all bidders with an opportunity to administratively resolve complaints or inquiries related to bid solicitations or pending contract awards. The Town encourages bidders to seek resolution of complaints concerning the contract award process through consultation with the responsible Department Head and Town Supervisor. All such matters will be accorded impartial and timely consideration.

2. It is strongly recommended that Town staff encourage, be receptive to and resolve issues, inquiries, questions and complaints on an informal basis, whenever possible. Information provided by any interested party should be fully reviewed by the Department Head and the Town Supervisor. Responses to the inquirer should indicate the existence of a formal protest policy available to them should the informal process fail to resolve the matter. Staff should document the subject matter and results of any informal inquiries.

3. Bidders may file formal written protests. Final Town determinations or recommendations for award generally may only be reconsidered in the context of a formal written protest. Any potential bidder, who believes it has been aggrieved in the drafting or issuance of a bid solicitation, request for proposals or by a pending contract award, may present to the Town Supervisor a formal complaint and request administrative relief concerning such action ("Formal Protest").

4. Formal Protests which concern the drafting of bid solicitations or requests for proposals must be received by the Town Supervisor at least ten (10) business days before the date set in the solicitation for receipt of bids or date to submit responses to a request for proposals. If the date set in the solicitation for receipt of bids is less than ten (10)

business days from the date of issue, Formal Protests concerning the bid document must be received by the Town Supervisor at least twenty-four (24) hours before the time designated for receipt of bids.

5. Formal Protests concerning a pending contract award must be received within ten (10) business days after the protesting party knows or should have known of the facts which form the basis of a protest.

6. A Formal Protest must be submitted in writing to the Town Supervisor by mail, facsimile transmission or e-mail. The formal protest must include; a) a statement of all grounds for disagreement with the Town's bid solicitation or procurement determination; b) a description of all remedies or relief requested; and c) all applicable supporting documentation. Protests should be delivered to the Town Supervisor at 16 Croton Avenue, Ossining, New York 10562 or by email at feldman@townofossiningny.gov.

7. Formal Protests may be resolved through written correspondence, and/or either the protesting party or the Town Supervisor may request a meeting to discuss a Formal Protest. The Town Supervisor will conduct a review of the records involved in the protest. If a Formal Protest is received related to the bid solicitations, a final determination on the protest should be made prior to approval of the award. However, during the pendency of the protest, bid evaluation and review of the recommended award may continue to be conducted at the discretion of the Town Supervisor.

8. A copy of the Town Supervisor's decision stating the reasons upon which it is based and informing the protester of the right to appeal an unfavorable decision to the Town Board shall be sent to the protesting party within twenty (20) business days of receipt of the protest, except upon notice to the protesting party, the period may be extended. The Town Supervisor's determination shall be included in the bid file. If the Town Supervisor determines that there are compelling reasons, including the need to proceed immediately with the contract award in the best interest of the Town, then the protest procedure herein may be suspended and such determination shall be documented in the procurement documents.

9. Should the protesting party be dissatisfied with the protest determination, a written appeal may be directed to the Town Board by mail at 16 Croton Avenue, Ossining, New York 10562 or by email at tc@townofossiningny.gov. Written notice of appeal must be received no more than ten (10) business days after the decision is sent to the protesting party. Unless a timely Notice of Appeal is received, the decision of the Town Supervisor shall be a final determination. The decision of the Town Board shall be issued within twenty (20) business days of receipt of the notice of appeal. The appeal to the Town

Board may not introduce new facts unless responding to issues raised by the Town Supervisor in the initial Formal Protest determination.

Y. PROCUREMENT ETHICS

1. Procurements are an expenditure of public monies, and public employees must always ensure that all procurements are conducted so as not to cause any concern that special considerations have been shown to a bidder/proposer. Actions such as providing a bidder/proposer with information that is not available to other bidders/proposers or accepting a gift from a potential contractor could be construed as showing favoritism, and may violate state and/or Town law. Attention is called to General Municipal Law Article 18 and Town of Ossining Code Chapter 20.

2. Contractors and their representatives have a responsibility to deal ethically with the Town and its employees, and to respect the ethical duties of Town employees. Information provided by contractors to the Town must be complete and accurate. Contractors must at all times avoid conduct that is in restraint of competition. Contractors must not request Town employees to engage in conduct that would violate the law.

3. Pursuant to Town Code § 20-10(D), "the Town Attorney shall cause each person or legal entity signing a contract with the Town providing for payments in excess of $25,000 to be given a code of the Code of Ethics and such person or legal entity subject to this provision shall be required to acknowledge receipt thereof, in writing, unless the Code of Ethics in reference in and attached to the contract."

Z. CONFIDENTIALITY

To provide the requested services, it may be necessary for the Town and the bidder to disclose certain confidential information to each other. All confidential information shall be marked **CONFIDENTIAL**. The Town and the bidder agree not to disclose any confidential information to a third party unless: i) disclosure is required by law and, if so, advance written notice of disclosure (minimum of three business days) is given; ii) the information actually and demonstrably was known to the disclosing party before it was obtained from or developed in cooperation with the other party; iii) the information was obtained or acquired by the disclosing party in good faith from a third party who acquired it in good faith and who is not under any direct or indirect obligation of secrecy to the other party; iv) the information is or becomes available to the public, in general, through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of

confidentiality to the other party; or v) a written release is obtained by the disclosing party from the other party.

AA. REGISTRATION SYSTEM FOR CONTRACTORS AND SUBCONTRACTORS

Section 220-i of New York's Labor Law, effective **December 30, 2024** requires contractors and subcontractors covered by the Labor Law to register with the Commissioner of Labor (220-i(2)). The project detailed in this document is a "covered project" under the Labor Law including section 220-i. The law further requires:

- No contractor shall bid on a contract for public work unless such contractor is registered pursuant to this section. In the case of a covered project subject to section 224-a or 224-d of this article, or other projects that are privately owned and subject to the provisions of this article, contractors must register prior to commencing any work on a covered project. Subcontractors must be registered prior to commencing any work on a covered project. **Further, each contractor must submit their certificate of registration at the time the bid is made.** Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section. (220-i(6))
- A contractor who bids on a contract for public work knowing that it is not registered, or allows a subcontractor to commence work on a covered project that it knows or should have known is not registered pursuant to subdivision six of this section shall, after notice and a hearing, be subject to a civil penalty of up to $1,000. A contractor or subcontractor who commences work on a covered project knowing that it is not registered or contracts with a subcontractor that it knows or should have known is not registered for work on a covered project shall, after notice and hearing, be subject to a civil penalty of up to $1,000. (220-i(8)(a))

BB. ADDITIONAL REQUIREMENTS ONLY APPLICABLE WHERE NEW YORK STATE GRANTS FUNDS ARE RECEIVED

INTENTIONALLY OMITTED

CC. DUTIES OF CONTRACTORS AND SUBCONTRACTORS PERTAINING TO IMMIGRATION ENFORCEMENT

General Municipal Law Article 19-D, effective May 20, 2026, "Duties of Municipal Governments and their employees pertaining to immigration enforcement" defines "municipal government

employee" as, "any individual employed by a municipal government; **or any contractor or subcontractor while performing services on behalf of a municipal government…**" Pursuant to General Municipal Law section 996-a contractors or subcontractors while performing work for the Town shall not:

- Disclose to an immigration authority or employee thereof an individual's personally identifiable information which includes the person's name, social security number, physical description, associated addresses, telephone numbers, financial information, medical information, education or place of employment. "Immigration authority" means, "an agency that primarily enforces immigration law including, but not limited to, United States Immigration and Customs Enforcement or United States Customs and Border Protection, and any successor agencies having similar duties; or a federal agency making a request or taking enforcement action pursuant to the civil enforcement provisions of the federal Immigration and Nationality Act." (Executive Law section 319(3))
- Question, investigate, or interrogate an individual solely on the basis of an immigration detainer, a civil immigration warrant or for the sole purpose of immigration enforcement.
- Inquire about a person's citizenship, immigration status, nationality, or country of origin.
- Collect information about a person's citizenship, immigration status, nationality or country of origin.
- Grant permission to access or facilitate access to non-public areas of property owned or operated by or under the control of the Town of Ossining to an immigration authority or employee thereof.
- Use an immigration authority or employee thereof as an interpreter or translator for law enforcement purposes.

Pursuant to General Municipal Law section 996-a(9), contractors and subcontractors while performing services on behalf of the Town of Ossining are **not prohibited** from, "complying with court orders issued by a judge appointed pursuant to Article III of the United States Constitution or a federal magistrate judge appointed pursuant to 28 U.S.C. 631, or judicial warrants issued by a judge appointed pursuant to Article III of the United States Constitution or federal magistrate judge appointed pursuant to 28 U.S.C. 631, or as otherwise required by law." It is expected that contractors and subcontractors will familiarize themselves with Article 19-D.

SECTION II – BIDDER'S PROPOSAL

SECTION II
BIDDER'S PROPOSAL

A. STATEMENT AND CERTIFICATION OF NON-COLLUSION

COMPLIANCE WITH SECTION 103-d of GENERAL MUNICIPAL LAW

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their 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 bidder or with any competitor;

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

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

2. A bid shall not be considered for award nor shall any award be made where (1) (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town of Ossining's Counsel, or its designee, determines that disclosure was not made for the purpose of restricting competition.

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

4. Any bid hereafter made hereunder by a corporate bidder for work or services performed or to be performed by, goods sold or to be sold, where competitive bidding is required by statute, rule regulation, or local law, and where such bid contains the certification referred to in paragraph 1 above, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and

submission of the bid and the inclusion therein of the certificate to non-collusion as the act and deed of the corporation.

Dated _____ _____
Legal Name of Person, Firm, or Corp.

_____

(Seal of Corporation) _____

_____ _____
Business Address of Person, Firm or Corporation

By: _____
Signature

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below: (Please print)

Bidder Address: _____

_____

_____

_____

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation: _____

President's Name & Address: _____

Secretary's Name & Address: _____

Treasurer's Name & Address: _____

If Bidder is a Partnership: _____

Partner's Name & Address: _____

Partner's Name & Address: _____

If Bidder is a Sole Proprietorship: _____

Owner's Name & Address: _____

B. IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

General Municipal Law section 103-g imposed requirements on local governments to ensure that public contracts are not awarded to entities invested in the Iranian energy sector. The statute also notes that, "a bid may not be considered for award nor may an award be made where the bidder has not submitted the statement of non-investment." (Purchasing Goods and Services: A Guide to Competitive Bidding and Procurement, (NYCOM March, 2015).

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Affirmation:

_____

Legal Name of Person, Firm or Corp.

_____

_____

_____

Business Address of Person, Firm or Corp.

_____

Signature

_____

Print Name

_____

Print Title

_____

Date

C. BIDDER'S QUALIFICATIONS

The undersigned offers the following information as evidence of the facilities, ability and/or financial resources available for the fulfillment of the contract, if so awarded.

FACILITIES - That it has available for immediate use on the proposed work, the following plant and equipment:

_____

_____

_____

_____

ABILITY - That it has experience in the performance of the trades in projects of similar scope and size.

_____

_____

_____

_____

REFERENCES - Provide references from projects of similar scope and magnitude.

PROJECT NAME	LOCATION	OWNER/TEL.#	CONTRACT $

The contractor hereby authorizes the Village to contact the above people:

_____ _____
SIGNED DATE

FINANCIAL RESOURCES - That information relative to financial resources can and may be obtained from the following (give name, business and address; at least one must be a bank):

NAME BUSINESS ADDRESS

_____

_____

_____

_____

_____

Upon request, the undersigned will amplify the foregoing statements as may be required and necessary to satisfy the Town concerning the ability to successfully perform the work in a satisfactory manner within the required time.

SUBCONTRACTOR(S) - List any subcontractor(s) you plan to use for any part of this work and provide details:

SUBCONTRACTOR NAME DETAIL OF WORK TO BE SUBCONTRACTED

The Bidder shall submit with the bid the above qualifications data for each of the listed subcontractors.

BUSINESS ORGANIZATION AND QUALIFICATIONS SIGNATURE - State the true, exact, correct and complete name of the sole proprietorship, partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of the individuals who do business under the trade name.) It is absolutely necessary that the Bidder furnish this information.

Please fill-in completely and print unless signature required.

a) Correct name of Bidder_____
b) The business is a _____
c) The principal place of business address is:

_____

_____

d) The names of the corporate officers, or partners, or individual(s) doing business under a trade name, are as follows:

_____

_____

Bidder Signature _____

Bidder Title _____

D. REGISTRATION FOR CONTRACTORS AND SUBCONTRACTORS

By submission of this bid, the bidder certifies that it has registered with the New York State Commissioner of Labor pursuant to section 220-i(6) of the Labor Law. The bidder has provided a copy of its current certification with this bid. The bidder further certifies that all of the subcontractors identified in section C also are registered with the New York State Commissioner of Labor. Current registration certificates for subcontractors, if any, also are provided with this bid. It is understood that applications for registration **shall not** be accepted as a substitute for a certificate of registration.

Affirmation:

_____
Legal Name of Person, Firm or Corp.

_____

_____

_____
Business Address of Person, Firm or Corp.

_____
Signature

_____
Print Name

_____
Print Title

_____
Date

E. MINORITY AND WOMEN-OWNED BUSINESS CERTIFICATIONS

In order to monitor minority and women-owned business enterprise (MWBE) participation in the Town of Ossining's solicitation and procurement processes, we request that you answer the questions below. If you do not answer the questions, we will assume that you do not wish to be considered a minority and/or women-owned business.

A minority-owned business is defined as a business that is 51% or more owned and controlled in a substantial and continuing manner by people who are eligible minorities or, in the case of a publicly owned business, where 51% or more of the voting shares of the corporation are owned by people who are eligible minorities.

Eligible minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A women-owned business is defined as a business that is 51% or more owned and controlled in a substantial and continuing manner by women, or in the case of a publicly owned business, where 51% or more of the voting shares of the corporation are owned by women.

Are you a Minority-Owned Business? Yes ☐ No ☐

Are you a Women-Owned Business? Yes ☐ No ☐

What Minority group(s) are you?

What percentage of ownership or voting power in shares of your business do Minorities and/or Women own?

Please identify, by name, Minority/Women owners of your business and ownership percentage of each:

F. BIDDER'S ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions or modifications to, or deletions from the work called for in these Addenda, are included in the Base Bid Sum, if affected thereby.

ADDENDA NO.	DATED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder Signature _____

Bidder Title _____

TOWN OF OSSINING
WESTCHESTER COUNTY, NEW YORK

G. BIDDER'S PROPOSAL

Contract DPW-01-2026 Town Highway Department Boiler Replacement Project

To the Town Board of the Town of Ossining:

The undersigned, as bidder, declares that the only persons interested in this proposal, or the contract proposed to be made, as principal, are as stated, that it has carefully examined the information for bidders and the specifications pertaining thereto, and that it proposes and agrees, if this proposal is accepted, that it will enter into a contract with the Town of Ossining for the following price:

For furnishing and installing free of Federal, State, and Local Taxes:

LUMP SUM / TOTAL BASE BID PRICE ($) _____
(Items 1 – 12. See Bidder's Proposal Item Breakdown on following pages.)

PRICE IN WORDS_____

ONLY IF APPLICABLE
ADDITIONAL ALTERNATE BID PRICE ($) _____
(See Bidder's Proposal Item Breakdown on following pages.)

PRICE IN WORDS_____

In the event of a discrepancy or unclear bid, the price in words shall govern.

Dated: _____

Name of Company: _____

CONTINUED ON NEXT PAGE

Address: _____

_____

_____

Signature: _____ Title: _____

Print Name: _____

Phone:_____ Fax:_____

Email: _____

Federal ID Number _____

Seal
(If the bid is
By a corporation)

BIDDER'S PROPOSAL – ITEM BREAKDOWN

TO: Town of Ossining, 16 Croton Avenue, Ossining, NY 10562-1993 (herein referred to as "Owner")

Made by: _____ (Herein referred to as "Bidder")

Address: _____

_____

Pursuant to and in compliance with the Advertisement (Invitation for Bids) and the Information for Bidders relating thereto, the undersigned states that they have examined the Contract Documents and the site of the work, made all investigations which have been deemed necessary or desirable, and that they understand the purport and magnitude of the work intended, and the undersigned hereby offers to furnish all plant, labor, materials, equipment, supplies and other facilities and things necessary or proper for or incidental to the proper performance of the work advertised. The undersigned shall pursue said work in strict accordance with the Contract Documents of which this Proposal is a part and with such detailed directions, plans, and drawings as may be furnished from time to time during the progress of the work by the Engineer.

The undersigned hereby agrees to commence work under this Contract following the issuance of a Notice to Proceed and to substantially complete the work in all respects, including the tentative list of items to be completed or corrected within **Twenty Five (25)** calendar days from the issuance of the Notice to Proceed in accord with the Contract Agreement. The undersigned further agrees to pay damages in accordance with the Contract Agreement, Section III, Part D, Item No. 4. The Bidder agrees to do all work described in the Items and elsewhere in the Contract Documents for the following amounts:

Item No.	Estimate Quantity	Description	Unit Price	Total Price (*)
1	Lump Sum	Mobilization: A. Mobilization Cost. B. De-Mobilization Cost. C. Contract Bonds & NYSDOT Bond & Pavement Maintenance Bond. D. Shop Drawings Submittals/Change Orders & Payment Estimates/etc. E. Temporary Construction Facilities. F. Temporary Telephone & Internet Service for Owner's Resident. G. As-Built Record Drawings. H. Substantial Completion – Contract Closeout Requirements. I. Final Completion - Contract Closeout Requirement	N/A	$_____
2	Lump Sum	General Contracting: a. Protection including Removal and Disposal b. Firestopping c. Penetrations, Patch to Match d. Core Drills and Slab Xray e. Demolition of Existing System and Components including Debris Removal f. Concrete Pads	N/A	$_____
3	Lump Sum	Roof Work & Waterproofing Work	$_____ Per S.F.	$_____
4	Lump Sum	Rigging AHUs on Weekends	N/A	$_____
5	Lump Sum	All Steel Work, Design & Associated Permits, Controlled Inspections, etc.	N/A	$_____
6	Lump Sum	Purchase, Provide, Install, and Rig New Boiler B-1 and Burner, Flue, Piping, Fuel Oil Piping and accessories, Controls, Elec, Remove Existing Boiler, Burner and Flue for a complete boilers system	4" Steal Steam pipe installed with insulation $/LF 2" Condensate Piping with Insulation $/LF	$_____ $_____

7	Lump Sum	1st Year Service Contract	N/A	$_____
8	Lump Sum	General Conditions	General Conditions	General Conditions N/A
9	Lump Sum	Profit & Overhead	N/A	$ _____
10	Lump Sum	Insurance	N/A	$ _____
11	Lump Sum	Contract Contingency Allowance	N/A	$ _____
12	Lump Sum	For providing Temporary Power for Temporary Heat during Construction	N/A	$_____
	Lump Sum	**Base Bid Total Price**	**N/A**	**$_____**
		Add Alternate #1: **Provide Cost for Replacing two (2) existing unit heaters with new, including O&P and Insurance**	**Cost per heater installed**	**$ _____**
		Add Alternate #2 : **Provide Cost for installing seven (2) new steam traps with associated valving, piping and trim, including O&P and Insurance**	**Cost per steam trap installed including trim and piping**	**$ _____**

		Exclusions		
1				
2				
3				
4				
5				
		Notes & Qualifications		
1				
2				
3				
4				
5				

(*) The Bidder must show the amounts bid legibly written in ink or typewritten in Arabic numerals only. Illegibility, as determined by the Owner, will be grounds for the rejection of the bid.

N/A = Not Applicable

The award will be made to the lowest responsible and responsive bidder based on the Base Bid. Where applicable, the Town reserves the right to award the bid based upon the best value as set forth in Town Code § 42-2.

The Owner shall have the right to reject any bids and to waive any informalities and irregularities in the bid received or modify the work required by addenda. The addenda will be mailed or delivered to all whom the Owner knows to have received a complete set of Contract Documents.

Accompanying this Proposal, under separate cover, is a bid bond, cashier's check, or certified check payable to the Owner. In case this Proposal is accepted by the Owner, and the undersigned shall fail to execute the Contract with and to give a bond to the Owner according to the Information for Bidders, then the said bid bond, cashier's check, or certified check shall be forfeited to the Owner; otherwise, it shall be returned to the undersigned.

If written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing or delivering of such notice, execute and deliver a contract in the Form of Contract attached hereto, and Bonds as hereinafter specified. The undersigned hereby designates the above address as the office to which such notice of acceptance may be mailed, emailed, or delivered.

Name of Bidder _____

Name of Bidder's Representative _____

Signature of Bidder's Representative _____

Title of Bidder's Representative _____

SECTION III – CONTRACT AGREEMENT

SECTION III
CONTRACT AGREEMENT

NOTE: The headings, titles, table of contents and indexes printed or written on the pages following, preceding or attached, are intended for the convenience of reference only, and do not form part of the contract or specifications.

A. PARTIES AND DEFINITIONS

This agreement dated as of the_____day of _____, 20_____by and between the Town of Ossining, a municipal corporation of the State of New York, and hereinafter designated the Town, party of the first part, and

_____

hereinafter designated the Contractor, party of the second part.

The parties to these present, each in consideration of the mutual promises, covenants and agreements herein contained, do hereby covenant, promise and agree each with other as follows:

NOTE: Whenever the words defined in this article or pronounced used in their stead occur in this contract and in the Notice to Bidders, Information for Bidders, Bidder's Proposal, Plans and Specifications hereto attached and made a part of this contract, they shall have the meaning here given:

A-1. Acceptance

Shall mean at the conclusion of the period of maintenance, as provided for herein, and shall be followed by the payment to the Contractor of all moneys retained by the Town and the Town releasing the Contractor from all bond obligations.

A-2. Town

Shall mean the Town of Ossining.

A-3. Town Supervisor

Shall mean the Town Supervisor of the Town of Ossining, or any officer duly authorized by the Town Supervisor to act in his or her absences for the Town in the execution of the work required by this contract.

A-4. Town Clerk

Shall mean the Town Clerk of the Town of Ossining, or any officer duly authorized by the Town Clerk of the Town of Ossining to act for the Town in the execution of the work required by this contract.

A-5. Completion

Shall mean the finishing of all work of a contract and its preparation for test by actual use otherwise and shall be certified to by the Town Supervisor. During the maintenance period provided for herein, the Contractor without undue interference with such use, shall maintain his work without extra cost to the Town in the condition specified, and its bond and retained percentage shall be held for such performance, as provided herein.

A-6. Contract

"Contract" shall mean and include in their entirety any "Special Notice(s) to Bidders"; the "Notice to Bidders", "Information for Bidders", "Bidder's Proposal", and the "Contract Agreement"; any "General Requirement(s)" clauses, terms, conditions, and/or specifications referred to as such or in a like manner; and all Technical Specifications and Drawings listed, attached, annexed, included, and/or referenced herein. Said "Contract" shall also include any and all Addenda issued to this Bid/Contract as specified in Section I - INFORMATION FOR BIDDERS. All required forms, acknowledgments, and certifications included herein shall be construed as integral parts of the "Contract".

A-7. Contractor

Shall mean the party of the second part above designated entering into this contract for the performance of the work required by it, and the legal representative of said party of the agent appointed to act for said party in the performance of the work. In the Contract Documents it shall be understood to mean each and every Contractor who has a Contract with the Town related to the bid work except in cases where the term is used in the Technical Specification Sections identified as work of one particular Contractor.

A-8. Town Engineer

Shall mean the person holding the position or acting in the capacity of the Town Engineer of the Town of Ossining, acting either directly or through his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. Whenever the aforesaid Town Engineer is unable to act in consequence of absence or other cause, then such

person shall designate an assistant and that assistant shall perform all the duties and be vested with all the powers herein given the said Town Engineer.

A-9. Notice

Shall mean written notice. Written notice shall have been deemed to have been duly served when delivered in person to the person, firm or corporation for whom intended or to his, their or its duly authorized officer, agent or representative, or when delivered at the last known business address of such person, firm or corporation, or when enclosed in a postage prepaid sealed wrapper or envelope addressed to such person, firm or corporation, or when enclosed in a postage prepaid sealed wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address, and deposited in the U.S. Mails in a receptacle regularly maintained for such purposes by the government.

A-10. Plans

Shall mean all the plans of the work accompanying this contract, which such subsequent details as the Town Engineer may give or approve from time to time.

A-11. Site of Work

Shall mean the immediate locality of the work done or to be done under the contract, including all the land or easements thereto acquired or to be acquired by the Town, and the land, part of highway contiguous to the said work, land or easements, and all temporary or permanent storage place of equipment or material in the work.

A-12. Time

Year, month, week and day shall mean those respective calendar periods unless otherwise specified.

A-13. Terms of Authority

Unless the context clearly indicates the contrary, the words directed, required, permitted, ordered, designated, selected and prescribed, or words of like import used in the specifications or upon the plans shall mean, respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town Engineer and similarly the words approved, acceptable, satisfactory, equal, and necessary, or words of like import shall mean respectively approved by or acceptable to, or satisfactory to or equal or necessary in the opinion of the Town Supervisor.

A-14. Fiscal Officer

Shall mean the person holding the position of or acting in the capacity of the Comptroller of the Town of Ossining.

A-15. Engineer

Where the term "Engineer" appears in the Contract Documents, it shall be understood to mean **JOSEPH A. LECCE, P.E., P.C.** or its authorized representatives.

A-16. Construction Manager

Where the term “Construction Manager” appears in the Contract Documents, it shall be understood to mean **JOSEPH A. LECCE, P.E., P.C.** or its authorized representative.

A-17. Provide

Where the term "provide" appears in the Contract Documents it shall be understood to mean furnish and install.

A-18. Furnish

Where the term "Furnish" appears in the Contract Documents, it shall be understood to mean furnish only.

A-19. Install

Where the term "Install" appears in the Contract Documents, it shall be understood to mean install only.

A-20. Owner

Shall mean the “Town of Ossining”.

B. AUTHORITY OF TOWN SUPERVISOR AND ENGINEER

B-1. General

The Town Supervisor will give all orders and direction contemplated under the contract; will determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for; will determine all questions in relation to said work and the construction thereof, and will decide every question which may arise relative to the fulfillment of the contract on the part of the Contractor. Their estimates and decisions shall be final and conclusive upon said Contractor; and in case any question shall arise between the parties hereto, regarding this contract, such estimate and decision shall be a condition precedent to the rights of the Contractor to receive any money under the contract.

The Engineer may stop any work under the contract and within the Engineer's scope of work if the method or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used.

The order or sequence of execution of the work and the general conduct of the work shall be subject to the approval of the Town Supervisor/Engineer who shall have authority to direct the order or sequence where public necessity or welfare shall require, which approval or direction shall, however, in no way affect the sole responsibility of the Contractor in the conduct of the work, nor shall any claim against the Town arise or be allowed by reason of any such direction by the Town Supervisor/Engineer.

B-2. Orders to Foreman

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Town Supervisor/Engineer and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given. All superintendents and foreman shall be English speaking.

The superintendent or foreman in charge of the work shall have full authority to execute the orders or the directions of the Town Supervisor/Engineer without delay and to supply promptly such materials, equipment, tools, labor and incidentals as may be required.

B-3. Alterations or Deletions

The Town may make alterations or deletions in the line, grade, plan, form, dimensions, or materials or the work or any part thereof, either before or after the commencement of construction. If such alterations or deletions increase or diminish the quantity of work to be performed, there shall be an adjustment for such work under this contract, except that if unit prices are not stipulated for such work, compensation for increased work shall be under the item of Extra Work, and for decreased work the Contractor shall allow the Town a credit as determined by the Town Supervisor. If such alterations or deletions diminish the quantity of

work to be done, they shall not warrant any claim for damages or for anticipated profits on the work that is dispensed with, and the Contractor waives and releases any claim therefor.

B-4. Access to Work, Places of Manufacture and Accounts

The Town Supervisor/Engineer, inspectors, agents or other employees, shall for any purpose, and other parties who may enter into contract with the Town of Ossining for doing work within the territory covered by this contract shall, for all purposes which may be required by the contract, have access to the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefor.

Furthermore, the Town Supervisor/Engineer and their inspectors and agents shall, at all times, have immediate access to all places of manufacture where materials are being made for this contract and shall be given full facilities for determining that all such materials are being made strictly and in accordance with the specifications and plans.

The Contractor shall, whenever requested, provide scales and assistance for weighing, or assistance for measuring any of the materials, and shall give the Town's agents and employees access to invoices, bills of lading, payroll, accounts and memoranda relating to this contract or the work performed or to be performed hereunder.

B-5. Inspection

The Town Supervisor, Engineer, and Construction Manager shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intentions of this contract.

B-6. Defective Work

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill said contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Town Supervisor/Engineer and accepted or estimated for payment.

If the work, or any part thereof, shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defects in a manner satisfactory to the Town Supervisor, Engineer, and Construction Manager and if any materials brought upon the ground for use in the work or selected for the same shall be condemned by the Town Supervisor, Engineer, and Construction Manager as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials to a satisfactory distance from the vicinity of the work.

C. RESPONSIBILITY OF CONSTRUCTION MANAGER

C-1. General

The Construction Manager shall provide overall field coordination, contractor oversight, schedule management, quality assurance, and safety compliance to ensure that this project is executed in accordance with the contract documents and in the Town's best interest.

D. RESPONSIBILITY OF THE CONTRACTOR

D-1. General

The Contractor shall do all the work and shall furnish all the materials, tools, and appliances except as herein otherwise specified, necessary or proper for performing and completing the work required by this contract, in the manner and within the time hereinafter specified. The said Contractor shall complete the entire work to the satisfaction of the Town Supervisor/Engineer and in accordance with the specifications and drawings herein mentioned, at the prices herein agreed upon and affixed therefor. All the work, labor and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the attached specifications and the directions of the Town Supervisor/Engineer as may be given from time to time during the progress of the work under the terms of this contract and also in accordance with the Contract Plans, which said Specifications and Plans, together with the Notice to Bidders, the Information for Bidders and the Bidder's Proposal form parts of this agreement. The Contractor further agrees that all work done or materials furnished shall be of the best of their respective kinds and qualities.

D-2. Contractor's Obligation

The Contractor shall take all responsibility of the work of his respective trade, said Contractor shall bear all losses resulting to said Contractor on account of the amount or character of work, or because the nature of the land in or on which the work is done is different from the assumed or expected, or on account of the weather, floods, or other causes; and the said Contractor shall at said Contractor's own proper cost and expense assume the defense of and indemnify and save harmless the Town, the Town Supervisor, Engineer and their employees, officers, and agents from all claims of any kind arising from the performance of this contract, whether or not any active or passive or concurrent or negligent act or omission by the Town, the Town Supervisor, Engineer or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto. Any expense necessarily incurred by the Town in any

criminal action or proceedings against any person employed on any work constructed or in the suppression of riots among persons employed on said work, or in the prevention of the commission of crime by such persons, after being duly audited, as required by law, shall constitute a claim in favor of the Town of Ossining and an action may be maintained on such audit as for money paid to the use of the Town and said Contractor shall be responsible to the Town for any amount of expense incurred by reason of and upon the grounds set forth hereinabove.

D-3. Contractor to Provide Town Engineering

If expressly requested by the Town in the bid documents, the Contractor shall provide its own engineering and/or surveying services to give all lines and grades, including such changes as may be necessitated by unforeseen conditions, and as ordered by the Engineer, and other technical advice necessary for the satisfactory installation of the work. The Contractor shall furnish all stakes, forms, grade boards and templates and shall be responsible for the preservation of grade stakes and for the accurate setting, laying and execution of the work in all its parts. Said Contractor shall also provide the Engineer with all necessary assistance when required. All stakes set for lines or grades that may be disturbed by the Contractor or the employees of said Contractor shall be replaced at the expense of said Contractor.

D-4. Contractor to Give Personal Attention

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer in every possible way.

The superintendent or foreman in charge of the work shall have full authority to execute the orders or the directions of the Town Supervisor without delay and to supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

D-5. Contractor's Mistakes

The Contractor shall pay to the Town all expenses, losses and damages, as determined by the Engineer, incurred in consequences of any defect, omission or mistake of the Contractor or his employees, or the making good thereof.

D-6. Contractor to Employ Sufficient Labor and Equipment

The Contractor shall employ only competent and skillful personnel to do the work and whenever the Town Supervisor/Engineer shall notify the Contractor in writing that any person on the work is, in his opinion, incompetent, unfaithful, disorderly or otherwise, unsatisfactory,

such person shall be discharged from the work and shall not again be employed in it, except with the consent of the Town Supervisor.

If, in the opinion of the Town Supervisor/Engineer, the Contractor is not employing sufficient labor or sufficient equipment in good repair to complete this contact within the time specified, said Town Supervisor/Engineer may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly.

D-7. Patents and Brands

The Contractor shall be liable for any claims made against the Town of any infringements of patents by the use of patented articles in the construction and completion of the work, any process connected with the work agreed to be performed under this contract or of any materials used upon the said work, and which the Town, the Town Supervisor, Engineer their employees, officers of agents shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work.

D-8. Intoxicants

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors, unlawful drugs, or cannabinoid hemp as defined in section 3(3) of the New York Cannabis Law and cannabis as defined in section 3(5) of the Cannabis Law upon or about the site of the work under this contract or allow any worker to be on site while that person may be under the influence of any of the above.

D-9. Prevention of Dust Hazard

In accordance with New York State Labor Law, Section 222-a, the Contractor agrees that in the event a silica or other harmful dust hazard is created in the construction of his work herein contracted to be done and for which appliances or methods for the elimination of such silica dust or other harmful dust have been approved by the State and local authorities, said Contractor will install, maintain and keep in effective operation such appliances and methods for the elimination of such silica dust or other harmful dust hazard or hazards, and, in the event this provision is not complied with, this contract shall be void.

D-10. Additional Contractor Responsibilities

- If this project is being funded through a grant, the work performed by the Contractor must be in accordance with the terms of the Master Contract entered into between the

New York State Department of State and the Town of Ossining. The selected contractor shall submit to the Town all financial claims for services or work rendered and required supporting documentation and reports as necessary to permit the Town to meet claim deadlines and documentation requirements as required by the Payment Reporting Schedule. The selected contractor is advised of the possibility of non-payment of rejection by the Town of claims that do not contain the required information and/or are not received by the Town by the due date. Nothing contained in this contract shall impair the rights of the State of New York under the aforementioned Master Contract, if applicable.

- If the contract equals or exceeds $100,000, the selected contractor must submit a Vendor Responsibility Questionnaire.

- Equal Employment Opportunity – If the selected contractor does not have an existing Equal Employment Opportunity (EEO) policy, the Department of State may require the selected contractor to adopt a model statement. The selected contractor's EEO policy statement shall include the following language:

    - The selected contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status and will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

    - The selected contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex age, disability, or marital status.

    - The selected contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining agreement or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of the selected contractor's obligations.

- Non-Discrimination Requirement – Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory constitutional

non-discrimination provisions, the selected contractor will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, and shall also follow the requirements of the Human Rights law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that there is a Master Contract shall be performed within the State of New York, the selected contractor agrees that it shall not by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for work under the Master Contract, if any.

- Selected contractor to provide a detailed work plan with adequate opportunity for review at appropriate stages.

- Provide a payment schedule with payments tied to receipt of project milestones and project costs.

E. TIME

E-1. To Begin Work

The Contractor shall begin the work embraced in this contract within five (5) calendar days after the service of a written notice by the Town Supervisor/Engineer instructing the said Contractor to begin work. It is further agreed by the Contractor, however, that no work shall be begun by said Contractor and no liability incurred on the part of the Contractor or on the part of the Town until the Counsel of the Town of Ossining has first approved the payment and performance bonds and insurance required in the contact.

E-2. To Complete Work

The Contractor shall complete all work embraced in this contract as specified in Section I - INFORMATION FOR BIDDERS for the particular contract involved. The allotted time as specified in the INFORMATION FOR BIDDERS shall commence five (5) calendar days after the Contractor is served with a notice to begin work or after the actual beginning of work by the Contractor, whichever shall occur first, as determined by the Engineer.

In the event the completion time specified in the INFORMATION FOR BIDDERS is set forth in calendar days, the Contractor agrees that a calendar day shall be any day, including Saturdays, Sundays and legal holidays, and that said completion time amply provides sufficient extra time to adjust for all delays caused by inclement weather conditions and other causes.

In the event the completion time specified in the INFORMATION FOR BIDDERS is set forth in working days, the Contractor agrees that each day except Saturdays, Sundays and legal holidays shall constitute a working day unless, in the opinion of the Engineer, weather conditions prevent the Contractor from carrying on the work embraced in this contract.

In the event the completion time specified in the INFORMATION FOR BIDDERS is set forth as a date of completion, the Contractor agrees that delays resulting from weather conditions or any other causes shall not be considered as justifiable reasons for extending the specified date of completion and acknowledges that the specified date of completion amply provides sufficient extra time for such delays. In the event of unusual or extraordinary causes delaying work progress, the Contractor agrees to employ sufficient extra shifts and employees to complete the work by the date fixed therefor.

The time in which the contract is to be completed is of the essence of this agreement.

E-3. Delay, Suspension and Extension

The Town Supervisor/Engineer reserves the right to suspend the whole or any part of the work herein contracted to be done, if the Town Supervisor/Engineer shall deem it in the best interest of the Town to do so.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission of any person, firm or corporation or any acts or omissions of the Town or any of its representatives, and agrees that any such claims shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

No extension of time will be made for ordinary delays or accidents.

E-4. Liquidated Damages

The Contractor shall, in addition to any other indemnification provided for elsewhere in this contract, pay to the Town all expenses, losses and damages, as determined by the Engineer, incurred in consequences of any negligence, defect, omission or mistake of the Contractor or his employees, or making good thereof.

As time is of the essence for this Contract, the Contractor shall also pay the sum of **$1,000.00** for each calendar day (Saturdays, Sundays and Legal Holidays included) that it shall be in default in substantially completing the entire work to be done under this Contract within **Twenty Five (25)** calendar days after written Notice to Proceed, plus any extensions allowed in accordance with the terms of this Contract. Substantial completion of the work shall be defined as completing the work in all respects, including all parts thereof, except for permanent grass/sod and final sidewalk, curb, and asphalt pavement replacement (if required) and warranty work. The Engineer acting on behalf of the Town Supervisor, shall certify substantial completion of the work as described in this Contract Agreement.

If the Contractor subsequently fails to complete all the work on or before thirty (30) calendar days after certification of substantial completion, plus any extensions allowed in accordance with the terms of this Contract, the Contractor shall further pay the sum of **$500.00** for each calendar day (Saturdays, Sundays and Legal Holidays included) of delay in completing the work.

The above sums are hereby expressly agreed upon, not as a penalty but as a reasonable estimate of liquidated damages, which the Town will suffer by reason of such default(s). The Engineer shall have the right to deduct the amount of any such damages from any moneys due or to become due the Contractor under this contract provided, however, that the Engineer shall have the right in his discretion to extend the time for completion as described below.

E-5. Extension of Time for Completing the Work

If the Contractor is delayed in completion of the work, or phases of the work, under this Contract by any act or neglect of the Town or of any other contractor employed by the Town, or by changes in the work, or by any priority or allocation order duly issued by the Federal government, or by any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormally severe weather, or by delays of subcontractors or suppliers occasioned by any of the causes described above, or by a delay authorized by the Town Supervisor for any cause which the Town Supervisor shall deem justifiable, then:

For each day of delay in the completion of the work or a phase of the work so caused, the Contractor will be allowed one day additional to the time limitation specified in the Contract, it being understood and agreed that the allowance of same shall be solely at the discretion and approval of the Town Supervisor and Engineer.

No such extension of time will be made for any delay unless the Contractor, within three (3) calendar days after the beginning of the delay, shall have informed the Engineer in writing of the nature of the delay, its cause, and its estimated duration. The Engineer will ascertain the

facts regarding the delay and notify the Contractor within a reasonable time of his decision in the matter.

The Contractor shall use all honorable and reasonable means to prevent or settle strikes, to avoid violations of labor agreements or other actions calculated to create dissatisfaction with working conditions. Should strikes occur, the Contractor shall make all proper and reasonable efforts to effect early settlement and resumption of the work. Should collusion by the Contractor be proven in the case of strikes or lockouts, then no extension of time for completion of the Contract will be given. Burden of proof in this case shall rest entirely with the Contractor.

If adverse weather conditions are cited as the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that said weather conditions had an adverse effect on the scheduled construction.

No claim for damages or any claim other than for extensions of time as herein provided shall be made or asserted against the Town by reason of any delays caused by the reasons hereinabove mentioned unless otherwise provided in the Contract Documents.

E-6. Abandonment and Suspension

If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work sublet by said Contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion and shall so certify in writing that the performance of this contract is unnecessarily delayed, or that the Contractor is violating any of the conditions or covenants of this contract or of the specifications or is executing the same in bad faith, or not in accordance with the terms thereof, or if the work is not fully completed within the time stated in this contract for its completion or started as specified for starting, or completed with the time to which completion of the contract may be extended by the Town in the manner herein provided, the Town may notify the Contractor to discontinue the work, or such part thereof, and may terminate the contract in whole or part. The Town shall thereupon have the power to complete or contract for the completion of the contract in the manner prescribed by law or to place such and so many persons as the Town may deem advisable, by contract or otherwise, upon the work herein described, or such part thereof, and to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind purchased and provided by the Contractor from the Contract price for the purposes of his work on this project and to procure other materials for the completion of the same, and to charge the expense of such labor and materials to the Contractor. The expense so charged shall be deducted and paid by the Town out of such moneys as may be due or may, at any time thereafter, become due to the Contractor under and by virtue of this contract, or any part

thereof. And in case such expense shall exceed the amount which would have been payable under this contract if the same had been completed by the contractor, he shall be liable and responsible therefore; and, if less, he shall forfeit all claims to the difference; and when any particular part of the work is being carried on by the Town, by contract or otherwise under provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in no way to hinder or interfere with the persons or workmen employed, as above provided, by the Town by contract or otherwise, to do any part of the work or to complete the same under the provisions of this contract.

The Town shall, however, prior to taking possession for completion, notify the Contractor's surety of the Contractor's defaults hereunder and the surety may remedy the defaults by undertaking and commencing due performance within thirty (30) calendar days after such notice, and by subsequent diligent performance and completion of the contract; and, if the surety shall not faithfully undertake and commence such performance within said period and thereafter diligently complete or perform at the surety's expense (not in excess of the bond amount) the Town may proceed as aforesaid.

However, if, in the Town's opinion, any conditions dangerous to life or property shall exist by reason of the Contractor's default, the Town may proceed forthwith without notice to the surety, but at the expense of the Contractor and surety, to remedy any such dangerous conditions.

F. INSURANCE AND INDEMNITY

F-1. General

The Contractor shall, during the performance of this work, take all necessary precautions and place proper guards for the prevention of accidents, and shall defend, indemnify and save harmless the Town of Ossining, its assigns, elected officials, employees and volunteers and **JOSEPH A. LECCE, P.E., P.C.** from all claims, suits and actions and all damages and costs, including reasonable attorneys' fees to which they may be put by reason of death, personal injury or property damage to another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the performance or construction, or by or on account of any direct or indirect act or omission of the Contractor or its employees or agents, and whether or not any active, passive, concurrent or negligent act or omission of the Town of Ossining, its assigns, elected officials, employees and volunteers and **JOSEPH A. LECCE, P.E., P.C.** may have directly or indirectly contributed thereto. The duty to defend, indemnify and save harmless shall extend beyond the expiration/termination/completion of this Contract Agreement.

The Contractor also shall take out and maintain during the life of the contract such contingent property damage, public liability insurance policies, automobile liability and umbrella coverages in amounts hereinafter specified by the Town as will protect the Town of Ossining, its assigns, elected officials, employees and volunteers and **JOSEPH A. LECCE, P.E., P.C.** from any and all of the above matters, including a contractual coverage clause where applicable.

The Contractor before execution of this contract by the Town Supervisor or designee, shall file with the Town Supervisor and the Town's attorney for their approval, one copy of each and every insurance and indemnity policy required by the terms of this contract which policies shall carry an endorsement to the effect that the insurance company shall provide at least thirty (30) days' written notice to the Town Supervisor and Town's attorney of any cancellation, modification and/or expiration of the insurance policies. Said insurance and indemnity policies, certificates or binders shall be subject to the approval of the Town of Ossining with regard to company, adequacy and form of protection as detailed below. The certified check or bid bond submitted with the Contractor's bid may be held for and until such approval has been given. Upon the failure of the Contractor to furnish, deliver, and maintain such acceptable binders, certificates of insurance, policies as above provided, this contract may, at the option of the Town of Ossining, be held willfully violated by the Contractor and may be declared suspended, discontinued or terminated by the Town. The Contractor acknowledges that the failure to obtain the insurance detailed below constitutes a material breach of the contract and subjects the Contractor to liability for damages, indemnification and all other legal remedies. The failure of the Town of Ossining to object to the contents of the Certificates of Insurance or policies shall not be deemed a waiver of any and all rights held by the Town. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any responsibility or liability under this contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

The cost of furnishing the below detailed insurance coverage shall be borne by the Contractor. The cost for the insurance will be deemed to have been included in the price bid for the contract.

All insurance companies listed on the Certificates of Insurance shall be A.M. Best rated A VIII or better and be admitted in New York State.

All required insurance must be in effect and continued during the life of the contract **in not less than the following amounts**:

- **Workers' Compensation and Employer's Liability**- Includes New York State Disability insurance coverage. Workers' Compensation shall have unlimited coverage. Such insurance also shall include Employer's Liability in an amount not less than $1,000,000.

Policies to cover operations in New York State. Where applicable, U.S. Longshore and Harbor Workers' Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. **The Town of Ossining, its employees, elected officials, volunteers and agents and JOSEPH A. LECCE, P.E., P.C.** shall be included in a waiver of subrogation clause without the need for a contract or agreement. Pursuant to section 108 of the General Municipal Law, "**Each contract to which a political subdivision or any officer, board or agency thereof, or any district therein, is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the workmen's compensation law, shall contain a stipulation that such 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 requirements of the workmen's compensation law.**"

- **Commercial General Liability**- **$1,000,000** per occurrence and **$2,000,000** general aggregate limits per location for Bodily Injury and Property Damage. Such policy shall include the following coverages: a) Premises and operations; b) Products/completed operations; c) Independent contractors; d) Personal and advertising injury; e) Blanket contractual liability; and f) **The Town of Ossining, its elected officials, employees, agents and volunteers and JOSEPH A. LECCE, P.E., P.C. shall be named as additional insureds on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage which coverage shall apply on a primary and noncontributory basis, including any self-insured retentions without the need for a contract or agreement**. The Certificate of Insurance shall indicate that the aforementioned requirement applies to the Commercial General Liability insurance policy and the additional insured endorsement shall be attached to the insurance certificate; g) To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against the Town of Ossining and **JOSEPH A. LECCE, P.E., P.C.**; h) Cross liability coverage; i) Coverage to be written on an occurrence policy form; j) Coverage shall include Labor Law/third-party action over claims; k) The clause "other insurance provisions" in a policy in which the Town is named as an insured shall not apply to the Town; l) The insurance company issuing the policy shall have no recourse against the Town for payment of any premium under the policy; and m) any and all deductibles in the policy shall be assumed by and be the sole responsibility of the Contractor.

- **Comprehensive Business Automobile Liability**- **$1,000,000** per occurrence and **$2,000,000** general aggregate **or $2,000,000** combined single limit for bodily injury and

property damage including coverage for any owned, non-owned and hired private passenger and commercial vehicles. Such policy to include: a) **The Town of Ossining, its elected officials, employees, agents and volunteers and JOSEPH A. LECCE, P.E., P.C. shall be named as additional insureds on the policy using ISO Additional Insured endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and noncontributory basis, including any self-insured retentions without the need for a contract or agreement**. The Certificate of Insurance shall indicate that the aforementioned requirement applies to the Comprehensive Business Automobile coverage and the additional insured endorsement shall be attached to the insurance certificate; b) To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against the Town of Ossining and **JOSEPH A. LECCE, P.E., P.C.**; c) The clause "other insurance provisions" in the policy in which the Town is named as an insured shall not apply to the Town; d) The insurance company issuing the policy shall have no recourse against the Town for payment of any premium under the policy; and e) Any and all deductibles in the policy shall be assumed by and be the sole responsibility of the Contractor.

- **Umbrella/Excess Liability**- **$5,000,000** per occurrence and **$5,000,000** general aggregate per location. Such coverage to follow the Commercial General Liability and Comprehensive Business Automobile Liability policies. Such coverage shall include: a) coverage to be written on an occurrence policy form; b) **The Town of Ossining, its elected officials, employees, agents and volunteers and JOSEPH A. LECCE, P.E., P.C. shall be named as additional insureds on the policy using ISO Additional Insured endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and noncontributory basis, including any self-insured retentions without the need for a contract or agreement**; c) to the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against the Town of Ossining and **JOSEPH A. LECCE, P.E., P.C.**; d) The clause "other insurance provisions" in a policy in which the Town is named as an insured shall not apply to the Town; e) The insurance company issuing the policy shall have no recourse against the Town for payment of any premium under the policy; and f) Umbrella/Excess coverage shall follow the forms of the commercial general liability and automobile liability coverages.

- **Owner's and Contractor's Protective Liability**- $1,000,000 per occurrence and $2,000,000 general aggregate limits per location for bodily injury and property damage. Town of Ossining is the sole named insured.

Blasting or explosives coverage may be required if and when deemed necessary by the Town Engineer at the commencement of or during performance of the contract. Such work will be subject to all necessary approvals and permit requirements.

The above-listed minimum insurance coverage requirements may be increased upon review and determination made by the Town Supervisor in consultation with the Town's attorney and Engineer.

In the event that claims in excess of the required insurance coverage amounts are made by reason of any operations pursuant to the contract, the amount by which such claims exceed the available insurance coverage may be withheld from payments due or to become due the Contractor until such time as the Contractor shall furnish such additional security as may be determined by and satisfactory to the Town Supervisor.

G. LABOR

G-1. No Discrimination in Employment

The Contractor agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any persons acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, gender, gender identity or sexual orientation discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates,

(b) That no Contractor, subcontractor, or any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, gender, gender identity or sexual orientation.

(c) That there may be deducted from the amount payable to the Contractor by the Town of Ossining under this contract a penalty of five ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(d) That this contract may be canceled or terminated by the Town of Ossining and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

G-2. Hours of Work

The Contractor agrees that no laborers, workmen or mechanics in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in cases of extraordinary emergency, including fire, flood or danger to life and property. No such person shall be employed more than eight (8) hours in any day or more than five (5) days in any one (1) week except in such emergency.

G-3. Wage Rates and Supplements

The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon such public work, shall be not less than the prevailing rate of wages as hereinafter defined. Serving laborers, helpers, assistants and apprentices shall not be paid less than the prevailing rate of wages as hereinafter defined. The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon any material to be used upon or in connection therewith, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such public work on, about, or in connection with such labor is performed in its final or completed from is to be situated, erected or used and shall be paid in cash.

Such wages shall be paid promptly in cash and in lawful money of the United States, provided, however, that the Contractor may pay his employees by check upon a certificate of the Industrial Commissioner to be issued only after a hearing upon the application to pay by check, which hearing shall be with notice of at least five (5) days to be served personally or by mail on all interested persons, or, if not served as aforesaid, then to be published in a manner directed by the Industrial Commissioner, which shall afford interested persons the opportunity to appear and be heard at such hearing and after proof has been furnished satisfactorily to the Industrial Commissioner of the contractor's financial responsibility and the Contractor gives assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn.

The supplements, as hereinafter defined, to be provided to laborers, workmen or mechanics upon such public works, shall be in accordance with the prevailing practices in the locality, as hereinafter defined. Serving laborers, helpers, assistants and apprentices shall not be classified as common laborers and shall be provided supplements in accordance with the prevailing practices as hereinafter defined. The supplements, as hereinafter defined, to be provided to laborers, workmen or mechanics upon any material to be used or in connection therewith, shall be in accordance with the prevailing practices in the same trade or occupation in the locality

within the state where such public work on, about, or in connection with which such labor is performed in its final or completed from is to be situated, erected or used.

"Supplements" means all enumeration for employment paid in any medium other than cash, or reimbursement for expenses, or any payments which are not "wages" within the meaning of the law, including but not limited to, health, welfare, non-occupational disability, retirement, vacations benefits, holiday pay and life insurance.

"Prevailing practices in the locality" shall be practice of providing supplements, as hereinabove defined, to the majority of workmen, laborers or mechanics in the same trade or occupation in the locality as hereinafter defined.

Where contracts are not awarded within ninety (90) days of the date of establishment of prevailing rate of wages by the fiscal officer, the department of jurisdiction shall request of the fiscal officer a re-determination of a schedule of wages and supplements.

The said Contractor agrees that any person or corporation that willfully pays or provides, after entering into such contract, less than such stipulated wage scale as established by the fiscal officer shall, in addition to the penalties provided in Section 220 and other applicable provisions of the Labor Law, be subject to forfeiture of the contract at the option of the Town Supervisor for a first offense; and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the Town pay the same or authorize its payments from the funds under his charge or control to any person or corporation for work done upon any such contract.

The said Contractor agrees that each such laborer, mechanic or workman employed in his/her performance of this contract, either by the Contractor, a subcontractor, or any other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be provided supplements of not less than prevailing supplements.

In order to comply with the provisions of the Labor Law of the State of New York, the Contractor further agrees that not less than the applicable schedules of wages and supplements (see New York State Department of Labor **PRC # 2025011520**) shall be paid and provided to laborers, workmen or mechanics in carrying out the work provided for under this contract.

H. LAWS AND REGULATIONS

H-1. General

The Contractor and his agents and employees shall at all times observe and comply with all existing and future laws, ordinance, regulations, orders and decrees that in any manner affect their work, including Federal permits and regulations, and shall defend, protect, indemnify and save harmless the Engineer, Town Supervisor and the Town of Ossining, its agents and employees, and **JOSEPH A. LECCE, P.E., P.C.** against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by himself or by his employees or subcontractors. If any discrepancy or inconsistency should be discovered in this contract, or in the plans or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Town Supervisor / Engineer.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

H-2. Labor and Other Laws

The Contractor and his agents and employees shall at all times observe and comply with all the applicable provisions of the Labor Law, the Public Health Law, the Lien Law, the Workmen's Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, the Occupational Safety and Health Laws, Town of Ossining local laws, ordinances, resolutions or regulation and all amendments and additions thereto.

H-3. Refusal to Testify

Upon the refusal of a person when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract:

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any

public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal; and also

(b) Any and all contracts made with any municipal corporation or any public department, agency official thereof, by such person, and by any firm partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation for goods delivered or work done (Municipal Law Section 103-a).

H-4. Permits

Unless otherwise specified in this Contract, the Contractor shall, at his own expense, obtain all necessary permits and licenses required by County, State or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incidental to the due and lawful prosecution of the work covered by this contract. If any of the Contractor's work shall be done contrary to such laws, ordinances, rules and regulations, without such notice, he shall bear all cost arising therefrom.

All fees for Town of Ossining permits shall be waived.

H-5. Notice to Consolidated Edison

The Contractor further agrees to comply with General Business Law, Article 36, and shall give prior written notice to the Consolidated Edison Company of New York, Inc., at least seventy-two (72) hours in advance before excavating in any street or public place and before a proposed discharge of explosives in any location.

H-6. Code 53 (16 NYCRR Part 753)

Under Industrial Code Rule 53 the Contractor will be required to notify the Central Registry prior to the start of his work and obtain a listing of the various underground utility operators to notify of impending work under this contract so that said utility operators may locate and mark the locations of their utilities upon the pavement. Notification of all operators must be made forty-eight (48) hours prior to the start of any construction. No work by the Contractor shall commence until all the operators have acknowledged being notified and their utilities have been located and marked.

I. EXTRA WORK

I-1. Modifications and Extra Work

The Contractor in entering into this Contract understands that the Owner reserves the right to modify the arrangement, character or size of the work or appurtenances whenever, in its opinion, it shall deem it necessary or advisable so to do. Minor changes in the work not involving extra cost and not inconsistent with the purposes of the work may be made by verbal order, but no modification involving extra work or material changes shall be made unless ordered in writing by the Town Supervisor / Engineer. The Contractor shall and will accept such modifications when ordered in writing by the Town as stated above and the same shall not vitiate or void this Contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Town Supervisor / Engineer. If such modifications result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made which shall be determined by the Town Supervisor / Engineer. The Town Supervisor's / Engineer's determination of any such additional compensation or said deduction shall be based upon the bids submitted and accepted. In no event shall any modification in the work shown on the plans and specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

I-2. Payment for Extra Work

The Contractor shall and will do any work and furnish any materials not herein provided which, in the opinion of the Engineer, may be found necessary or advisable for the proper completion of the work, or the purposes thereof, to include any modifications or alterations. All extra work and materials shall be ordered in writing by the Town Supervisor / Engineer, and in no case will any work or materials in excess of the amount shown by said plans and specifications be paid for unless so ordered. The Contractor further agrees that it will accept as full compensation for such extra work and materials the unit prices bid in the case of items covered by unit prices in the proposal, and no more; and for such items as are not covered by a unit price, the Contractor will accept as full compensation the reasonable cost, as determined by the Town Supervisor / Engineer, of all necessary labor, including insurance and payroll taxes, equipment rental and materials, plus twenty percent (20%) for superintendence, the use of tools and plant, and other overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence, and to employ thereon competent personnel. The Contractor shall give the Town Supervisor / Engineer, or its authorized agent, access to all accounts, bills, payrolls, and vouchers relating to extra work, and the Contractor agrees that it shall have no claim for compensation for such extra work unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Town Supervisor / Engineer before the fifteenth (15th)

day of the month following that during which each specific order was complied with by the Contractor.

I-3. Records

If ordered by the Town Supervisor / Engineer, the Contractor shall submit daily records of all extra work. These daily records shall include the names of the person(s) employed and hours worked, material incorporated into the work, machinery used and work actually accomplished. These daily records shall be signed by both the Contractor's authorized representative and the Engineer.

In addition to the daily records set forth in the paragraph immediately above, the Contractor may be required to submit certified copies or photocopies of his payrolls for the days worked, which payrolls shall show the hourly wage rate actually paid to each person.

The Contractor may also be required to submit photocopies of the original receipted bills showing the actual costs of all material incorporated in the work.

I-4. Subcontractors

The Contractor shall not be paid any allowance for profit or overhead on extra work done by subcontractors or others.

I-5. Failure to Perform Extra Work

If the Contractor shall decline or fail to perform such extra work or furnish such materials as authorized or ordered by the Town Supervisor in writing, as aforesaid, the Town Supervisor may then arrange for the performance of the extra work or the furnishing of the material in any manner as she may see fit, the same as if this contract had not been executed, and the Contractor shall not interfere with such performance of the extra work nor make any claim against the Town because of such performance.

I-6. Extension of Time

When extra work is ordered near the completion of the contract, or when extra work is ordered at any time during the progress of the extra work which requires, in the opinion of the Town Supervisor, an unavoidable increase in time for the completion of the contract, a suitable extension of the item for completion shall be made, as may be determined by the Town Supervisor.

I-7. Not to Affect Bonds

It is distinctly agreed and understood that any changes made in the plans and specifications for such extra work or otherwise (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments made by the Town to the Contractor, or extra work performed, shall in no way annul, release or effect the liability of the surety on the bonds given by the Contractor.

J. PAYMENT

J-1. Promises for Payment

The Contractor shall not demand nor be entitled to receive payment for the work or materials, or any portion thereof, except in the manner set forth in this contract, nor unless each and every one of the promises, agreements, stipulations, terms and conditions herein contained shall have been so performed, kept, observed and fulfilled on the part of the Contractor and the Engineer shall have given his certificate to that effect and shall have been satisfied with and accepted the work. All requisition for payments and change orders shall be submitted on AIA Document Forms and as otherwise required by the Town.

The Contractor shall submit to the Town Supervisor / Engineer prior to the commencement of work a schedule of values of all work. Such schedule shall be reviewed and approved by the Town Supervisor / Engineer and will provide a basis of payment for all submittal if accepted by the Town Supervisor / Engineer.

J-2. Statements Showing Amounts Due Others

In accordance with Section 200-a of the Labor Law as amended, before payment is made by or on behalf of the Town of Ossining of any sum or sums due on account of this contract, it shall be the duty of the Comptroller of the Town of Ossining to require the Contractor and each and every subcontractor from the Contractor or a subcontractor to file a statement in writing in a form satisfactory to such comptroller certifying to the amounts then due and owing from such Contractor or subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid , and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the Contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

J-3. Amounts Due for Wages May be Withheld

In accordance with Section 220-b of the Labor Law as amended, in case any interested person shall have previously filed a protest in writing objecting to the payment of any contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages or supplements for labor performed on the public improvement for which such contractor was entered into, or if for any other reason it may be deemed advisable, the Comptroller of the Town of Ossining may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed on such public improvements before making payment of the amount certified for payment in any estimate or voucher, and may withhold the amount so deducted for the benefit of the laborers whose wages or supplements are unpaid or not provided, as shown by the verified statements filed by any contractor or subcontractor, and may pay directly to any person the amount or amounts shown to be due to him or his duly authorized collective bargaining labor organization for such wages or supplements by the statements filed as hereinbefore required, thereby discharging the obligation of the Contractor or subcontractor to the person or his duly authorized collective bargaining labor organization receiving such payment to the extent of the amount thereof, or when any interested person shall file a written complaint with the Comptroller of the Town of Ossining alleging unpaid wages or supplements due for labor performed on a public improvement for which a contract has been entered into or if, on the said Comptroller's own initiative, unpaid wages or supplements appear to be due, the Comptroller of the Town of Ossining shall immediately so notify the financial officer of the civil division interested who shall withhold from any payment on account thereof, due the Contractor or subcontractor executing said public improvements, sufficient moneys to satisfy said wages and supplements pending a final determination as further set forth in said Section 220-a.

J-4. Liens

If, at any time before or within thirty (30) calendar days after the whole work herein agreed to be performed, and all labor and materials herein agreed to be delivered to the Town of Ossining have been performed and delivered or completed and accepted by the Town, any person or persons claiming to have performed any labor or furnished any materials towards the performance or completion of this contract shall file with the Town Clerk any such notice as is described in the New York State Lien Law, the Comptroller of the Town of Ossining shall retain until and for the discharge thereof, from the moneys under their control, so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any actions or proceedings brought to enforce such claim or lien by filing of such notice.

J-5. Money May Be Retained

The Town of Ossining may keep moneys which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefor to the payment of any expenses, losses, or damages incurred by the Town, as determined by the Town, and may retain until all claims shall have been satisfied and/or settled, so much of such moneys as the Town shall be of the opinion will be required to settle in full all claims, and the costs and expenses thereof, against the Town, its employees, officers and agents as described in this agreement and all claims for materials for the work, notice of which, signed and sworn to by the claimants, shall have been filed in the office of the Town Clerk, or the Town may make such settlement and apply thereto any moneys retained under this contract.

J-6. Prices for Work

The Town shall pay and the Contractor shall receive in full compensation for the furnishing all materials and labor and for performing and completing all work which is necessary or proper to be furnished or performed in order to complete the entire work in this contract as described and specified in such specifications and plans described and shown and also for all loss or damages arising out of the nature of work aforesaid or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work and for all risks of any description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of any work as herein specified, the lump sum and/or unit prices named in the Bidder's Proposals.

J-7. Partial Estimates

In order to assist the Contractor to prosecute the work advantageously, the Contractor, from time to time as the work progresses but not more than once a month, shall submit written estimates of the amount and value of the work done and materials incorporated in the work by the Contractor in the performance of this contract. Said written estimates shall be submitted on AIA Document Forms and as otherwise required by the Town.

The first estimate shall be of the amount and value of work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part, and every subsequent estimate, except the final estimate, shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made; provided, however, that no such estimate shall be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than TWO THOUSAND DOLLARS ($2,000.00).

Partial estimates shall not include any materials not incorporated in the work nor any of the Contractor's plan. Such estimates shall not be required to be made by precise measurements, but they may be made by measurement or by estimation or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

J-8. Partial Payment

Upon each estimate being made and certified by the Engineer in writing to the Comptroller of the Town of Ossining, the Town shall, within forty - five (45) business days after the date of the estimate, pay to the Contractor ninety - five percent (95%) of the amount stated in such estimate or certificate to be the value of the work done and materials furnished, retaining, however, in addition to the contract or bylaws of the State of New York, what the Town is or may be authorized. Such payment shall not be used as evidence against the Town that the work already done has been completed according to contract, nor shall it preclude the Town from contesting the claims of the Contractor that the work has been completed according to contract.

J-9. Withholding of Payments

The payments under an estimate provided for by this agreement may at any time be withheld or reduced if, in the opinion of the Engineer, the work is not proceeding in accordance with the contract; or if the required insurance policies have not been furnished and maintained by the Contractor.

If the Contractor fails to meet and pay all of his just obligations outstanding for labor, materials, and/or supplies at the time when an estimate for payment is due him, or if any liens, claims or demands arising out of or in connection with the work or its performance shall be outstanding at the time any payment may be due or is likely to be made thereafter, or if any claims arising out of or in connection with the Contractor's operations under this contract are made against the party of the first part by any other person other than the Contractor, or, if in the opinion of the Engineer, the Contractor is not proceeding with the work in accordance with the provisions of this contract, the Town shall have the right to withhold out of any payments, final or otherwise, such sums as the Engineer deems ample to protect the Town against delay or loss and/or to assure the payment of just claims of third persons and, at its option as agent for the Contractor, to apply such sums in such manner as the Engineer may deem proper to secure such protection and/or to satisfy such claims. The Town shall also have the right to withhold from the Contractor so much of the accrued payments as may be necessary to pay to laborers or mechanics employed on the difference between the rate of wages and supplements required by his contract to be paid laborers or mechanics on the work and the rate of wages and supplements actually paid to such laborers or mechanics. Such application shall be deemed

payments for the Contractor's account. The Town may withhold payment to the Contractor on account of the failure of the Contractor to fully comply with any requirements of the contract.

J-10. Certificate of Substantial Completion

Upon substantial completion of all work under this Contract including any testing and startup required, but excluding final cleanup and minor punch list items, the Contractor shall submit a Substantial Completion Release as noted below and the Engineer, acting on behalf of the Town Supervisor, will file a Certificate of Substantial Completion with the Contractor, certifying that essentially all work has been performed and materials and equipment supplied in full accordance with the terms of the Contract Documents.

The Contractor shall execute and deliver a Substantial Completion Release on forms specified elsewhere in this Contract, or absent such forms, in a manner deemed acceptable by the Engineer, acting on behalf of the Town Supervisor.

If the Contractor wishes to reserve from the Release specific claims against the Owner, such claims excepted from the Release shall be specifically delineated by the Contractor.

J-11. Semi-Final Payment

Payment of the Contractor’s semi-final estimate shall be made upon the Engineer’s certification of Substantial Completion. Before semi-final payment is made, the Contractor must remove all surplus materials, falsework, temporary structures including foundations thereof, plant of any description, and refuse, rubbish and debris of every nature resulting from the Contractor’s operations or workers and to put the site in a neat, orderly condition. Additionally, before semi-final payment is made, the Contractor must restore all areas that have been disturbed by the Contractor’s operations to their original condition, or to a condition satisfactory to and approved by the Engineer.

J-12. Acceptance of Semi-Final Payment Constitutes Acceptance

Acceptance by the Contractor of the Semi-Final Payment shall be and shall operate as a release for all things done or furnished in connection with this work and for every act of the Town and others relating to or arising out of this work. No payment, however, semi-final or otherwise, shall operate to release the Contractor or the Contractor’s Sureties from any obligations under this Contract or the Performance and Payment Contract Bonds. As noted above, the Contractor shall submit the Release as therein described, prior to the Semi-Final Payment.

J-13. Final Completion and Final Estimate

Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract, except maintenance, the Engineer shall so certify the Contractor's final estimate as to the whole amount of work performed by the Contractor and also the total value of such work performed under and according to the terms of this contract. All prior certificates upon which partial payments may have been made, being merely approximate estimates, shall be subject to correction in the final estimate, which final estimate may be made without notice to the Contractor thereof or of the measurements upon which it is based. Said written final estimate shall be submitted on AIA Document Forms and as otherwise required by the Town.

Before final payment is made, the Contractor must satisfy the Town that all bills for labor and materials have been paid.

J-14. Correction of Estimate

The Town shall not, nor shall any department or officer thereof, be precluded or estopped, by any return or certificate made or given by the Engineer or any other officer, agent or employee of the Town under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the Town shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damage as it may sustain by reason of his failure to comply with the specifications.

Neither the acceptance of the Engineer, or any of the Engineer's agents, nor any other measurement or certificate of the Engineer or his agents, nor any order of the Town for payment of money, nor any payment for or acceptance of the whole or any part of the work by the Town of Ossining, nor any extension of time, nor any possession taken by the Town of Ossining or its employees, shall operate as a waiver of any right of the Town to damages as herein provided.

J-15. Five Percent to be Retained

On the expiration of thirty (30) business days after the completion of the work agreed to be done by the Contractor and the filing of a certificate of such completion by the Town Supervisor, the Town shall pay to the Contractor, by warrant or check of the Town, the amount remaining after deducting five percent (5%) from the total value of the work performed according to the terms of the contract. Said five percent (5%) of the total amount of work

performed according to the terms of the contract shall be retained by the Town until the conclusion of the period of maintenance hereinafter described.

It is agreed that the Town, without limiting any other right or remedy of the Town, may keep the whole or any portion of the sum retained, for settlement of all claims arising out of this contract against the Town, its officers or agents and for all expenses, losses or damages incurred by the Town by reason of said claims.

J-16. Final Estimate to End Liability

No person or corporation, other than the signer of this contract as Contractor, now has any interest hereunder, and no claim shall be made or filed by and such person or corporation and neither the Town nor any of its agents shall be liable or held to pay any moneys except as provided for hereinabove. The acceptance by the Contractor of the final estimate aforesaid shall operate as, and shall be a release to the Town and its agents from all claims and liability from anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any agent, or relating to or affecting the work, excepting the claim against the Town for the remainder, if there be any, of the amounts kept or retained.

K. PERIOD OF MAINTENANCE

K-1. General

The Contractor shall be responsible for the entire work and shall keep, warranty, and maintain every portion of it in perfect order and repair for a period of twelve (12) months after the date upon which Substantial Completion is certified by the Engineer, excepting in regard to such damages as may be directly caused by the Town of Ossining, its agents or servants, and except as provided hereinafter.

K-2. Guarantee

The Contractor guarantees the work done under this Contract, and that the materials and equipment furnished by him and used in the construction of the same are free from defects or flaws, and the guarantee shall apply for the period of maintenance. It is hereby agreed, however, and understood, that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

K-3. Repairs

The Contractor agrees that within five (5) calendar days of notification that repairs are required as guaranteed above, he will begin work necessary to make such repairs. He further agrees and understands that the Town will retain the previously described sum of five (5%) for the maintenance period. If the Contractor does not begin work on the repairs within the time herein required, or if emergency repairs are required in the sole judgment of the Town, this work may be done by the Town and the cost thereof either deducted from the amount retained and/or, at the Town's sole option, claimed against any and all sureties held to guarantee performance under this Contract. The Engineer, whose determination shall be conclusive, shall resolve all questions or disputes in regard to repairs required during the period of maintenance.

K-4. Manufacturer's Equipment Certification

For all significant items of equipment and those items requested by the Engineer, the Contractor shall supply to the Engineer a certificate from each manufacturer of equipment, certifying that the equipment as installed and tested meets all requirements of the Contract Documents, that it is fully suitable and will function properly for the use intended and within the system called for by the Contract Documents, and that the guarantee or warranty required by the Contract Documents will be in full force and effect.

When the specifications call for "supervision, installation, adjustment, start-up", or words of similar intent, by the manufacturer's factory employed technicians, the Contractor shall provide a certificate co-signed by the manufacturer as to compliance with the stipulated requirements.

The Contractor is hereby put on notice that final acceptance of any equipment will be withheld, the Town will retain appropriate amounts of money and the warranty maintenance period will not commence until such certifications are supplied.

The aforementioned manufacturers' certifications must be provided to the Engineer before the Certificate of Substantial Completion is provided. Additionally, all manufacturers' warranties for equipment installed must be provided to the Engineer before the Certificate of Substantial completion is provided. Such warranties shall be in hard copy and electronic format if so available.

K-5. Final Certificate and Final Payment

At the conclusion of the period of maintenance, the Engineer will issue a Final Certificate for all work performed and equipment and materials supplied, provided it be then in good order and repair, that it conforms entirely with the required lines, grades, dimensions, and specifications, and if all other obligations on the part of the contractor under this contract have been fulfilled.

The Final Certificate shall state the amount retained. Upon certification and final acceptance by the Engineer to the above effect, the bonds retained shall be released and the aforementioned five (5%) retained shall be released.

Final payment, however, will not be released to the Contractor until:

1. The Contractor presents proof that all claims against the Contractor have been satisfied;

2. The Contractor executes and delivers a Final Completion Release Form on the forms provided elsewhere in this Contract or, absent such forms, in a manner deemed acceptable by the Engineer;

3. The Contractor secures releases from highway officials and private property owners, as applicable, that they are fully satisfied with their property restoration(s);

4. The Contractor furnishes the Engineer an affidavit stating he has paid his employees the minimum wage required under the terms of the Contract Document;

5. The Contractor furnishes the Engineer notarized releases from all subcontractors and materialmen stating that they have been paid in full by the Contractor.

L. MISCELLANEOUS CONTRACT DATA

L-1. Plans and Specifications Cooperative

The plans and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Town shall be final and binding on the Contractor.

The Town may make any correction of errors or omissions in plans and specifications when such correction is necessary for the proper fulfillment of their intention as construed by the Town. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under the item for Extra Work, except where the additional work may be classed under some item of work for which a unit price is included in the Proposal.

The fact that specific mention of a fixture or of any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is clearly indicated on the plans, or is usually and customarily required to complete fully in the matter of any claim for

extra compensation, the said fixtures or work or both shall be installed or done the same as if called for both by the plans and the specifications.

All work indicated on the plans and not mentioned in the specifications, or vice versa, and all work and materials usual and necessary to make the work completed in all its parts, whether or not they are indicated on the plans or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the plans and specifications without additional compensation to the Contractor.

L-2. Ownership of Materials

Nothing in this contract shall be considered as vesting in the Contractor any right or property in materials used after they shall have been attached or affixed to the work on the soil, but all such materials shall, upon being so attached or affixed, become the property of the Town.

L-3. Town's Representative Only

It is understood and agreed between the parties hereto, that the Town of Ossining, its officers, employees and other agents are acting in a representative capacity and not for their own benefit, and that nothing contained in this contract shall be deemed to vest in the Contractor or said Contractor's representative, successors, or assigns, or said Contractor's agent, servants, or employees, any claims against any of them as individuals.

L-4. Limitation of Waiver Clause

No waiver by the Town or the Town Supervisor of any breach of this contract shall be held to be a waiver of any other or subsequent breach. Any illegality or error in one or more clauses compromising any part or parts of this contract will not make the remainder of the contract void.

L-5. Contract Binding on Successors

All of the stipulations and agreements aforesaid shall apply and bind the heirs, executors, administrators and successors of the respective parties hereto, but this clause shall not be deemed consent to any assignment of this contract.

L-6. Assignment Restricted

Said Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his rights, title or interest in or to the same or any part thereof, without the previous consent

in writing of the Town Supervisor endorsed herein or annexed hereto, and said Contractor shall not assign by power of attorney or otherwise any of the moneys due or to become due and payable under this contract unless by and with said consent, signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer convey, sublet or otherwise dispose of this contract, or if his right, title or interest herein or any of the moneys due or to become due under this contract to any such person, company or other corporation, this contract may, at the option of the Town of Ossining, be revoked and annulled and all liability and obligations of the Town of Ossining growing out of the same to the Contractor and to his assignee or transferee shall cease and be at an end as of the date and time of such assignment, transfer, conveyance, subletting or other disposition of this contract to hinder, prevent or affect an assignment of the Contractor's creditors, made pursuant to the Statutes of the State of New York; and no right under this contract to any money due or to become due hereunder, shall be asserted against the Town by said persons who may acquire any interest in law or equity by reason of any so called assignment of this contract, or any part thereof of any moneys due or to grow due hereunder, unless authorized as aforesaid by written consent of the Town Supervisor.

L-7. Sub-letting

No part of the work embraced in this Contract shall be sub-let or in any way removed from the control of the Contractor except with the written consent of the Town Supervisor or designee, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.

L-8. Contractor's Address for Service

The business address given in the bid or proposal upon which the contract is founded is hereby designated as the place to which letters or other communications under this contract shall be mailed or delivered to the Contractor. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Office of the Town Supervisor and the Office of the Town Clerk. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally at such address or any other place in this State.

[Contract Agreement continues on following page.]

M. EXECUTION OF CONTRACT AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF THE respective parties hereto have caused this contract to be executed and delivered as of the day and year first above written.

TOWN OF OSSINING

Town Seal

_____

BY: Elizabeth Feldman
Town Supervisor

CONTRACTOR

_____
Signature

BY: _____ Contractor's Corporate Seal (if any)
Print

_____
Title

_____
Company Name

_____

_____
Address

ACKNOWLEDGMENT OF THE TOWN SUPERVISOR

STATE OF NEW YORK)
TOWN OF OSSINING) SS:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20___, before me personally came _____ to me known, who being by me duly sworn, did depose and say that she resides in the Town of Ossining, that she is the Town Supervisor of the Town of Ossining, the municipal corporation described in and which executed the above instrument; that she knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of said municipal corporation and she signed her name thereto by like order.

_____ Seal
Notary Public

ACKNOWLEDGMENT IF CONTRACTOR IS A CORPORATION

STATE OF)
COUNTY OF)ss:

On this ____ day of _____, 20 ____, before me personally appeared,

_____ to me known, who, being by me duly sworn, did depose and say:

that he resides at _____

that he is the _____ of _____

the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order

_____
Notary Public

ACKNOWLEDGMENT IF THE CONTRACTOR IS AN INDIVIDUAL

STATE OF)
COUNTY OF)SS:

On this ____ day of _____, 20 _____, before me personally appeared, _____ to me known and known to be the person described in and who executed the foregoing contract, and who acknowledged to me the execution thereof for the purpose therein mentioned.

_____
Notary Public

ACKNOWLEDGMENT IF CONTRACTOR IS A PARTNERSHIP

STATE OF)
COUNTY)SS:

On this _____ day of _____, 20_____, before me personally appeared, _____

to me known and known to me to be a partner of _____, the firm described in and who executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto in behalf of said firm for the purpose therein mentioned

_____
Notary Public

N. SAMPLE PERFORMANCE BOND AND ACKNOWLEDGMENTS

_____
(Name of Bonding Company)

_____
(Address)

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____
(Insert name and address of Contractor)

hereinafter referred to as the principal, and_____

_____
(Name and State of Incorporation of Surety)

hereinafter referred to as the Surety, and held and firmly bound unto the Town of Ossining, a municipal corporation located in the County of Westchester, New York, hereinafter referred to as the Town, in the sum of_____

_____
(Words and Figures)

DOLLARS lawful money of the United States of America, to be paid to the Town of Ossining, or to its certain attorneys, successors, or assigns, for which payment will and truly be made, we bind ourselves and our several and respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this_____day of

_____in the year Two Thousand and_____

_____.

WHEREAS, the above bounden Principal, by an instrument in writing, signed by the Principal, as Contractor, and bearing even date with or date prior to these present, has contracted with the Town to perform all the work and furnished all the materials and plan called for in the said contract.

_____
(Insert Full Description and Number of Contract)

which contract is by reference made a part hereof.

NOW, THEREFORE, if the Principals shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Town, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then these obligations shall be void, otherwise to remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, deletion or alteration or addition to the terms of the contract or to the work to be performed thereunder or to the plans and specifications accompanying the same shall in any way affect or limit or release its obligation of this bond.

No right of action shall accrue on this bond to or from the use of any person or corporation other than the Town named herein or its successors.

_____
(Name of Contractor) Principal

(Corporate Seals Required)

By:_____
(Signature and Title)

_____
(Name of Surety)

By:_____
(Signature and Title)

(Qualifications of Surety company and proper acknowledgments to be annexed thereto).

(Surety company must be authorized by the State of New York to transact business).

ACKNOWLEDGMENT BY PRINCIPAL UNLESS IT BE A CORPORATION

STATE OF)
COUNTY OF)SS:

On this ____ day of _____, 20_____, before me personally appeared, _____ to me known and known to be the person described in an who executed the foregoing instrument and acknowledged that he executed the same.

_____
Notary Public

ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION

STATE OF)
COUNTY OF)SS:

On this _____ day of _____, 20 _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say the he resides in _____; that he is the _____of _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation, and the he signed his name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT BY SURETY COMPANY

STATE OF)
COUNTY OF)SS:

On this _____ day of _____ , 20_____ before me personally came _____ , to me known, who, being by me duly sworn, did depose and say the he resides in _____; that he is the _____ of _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the Laws of the State of New York, and the said _____ further said that he is acquainted with _____ and knows him to be the _____of said company, that the signature of the said _____ subscribed to the within the said instrument is the genuine handwriting of _____ the _____ said _____ and was subscribed thereto by like order of the Board of Directors, in the presence of him the said.

_____
Notary Public

O. SAMPLE PAYMENT BOND (Labor and Materials) AND ACKNOWLEDGMENTS

_____
(Name of Bonding Company)

_____
(Address)

KNOW ALL MEN BY THOSE PRESENTS, THAT WE_____

_____
(Name and Address of Contractor)

hereinafter referred to as the Principal, and_____

_____
(Name and State of Incorporation of Surety)
hereinafter referred to as the Surety, are held and firmly bound unto the Town of Ossining, a municipal corporation located in the County of Westchester, New York, hereinafter referred to as the Town, in the sum of_____

_____
(Words and Figures)

DOLLARS lawful money of the United States of America, to be paid to the Town of Ossining, or to its certain attorneys, successors, or assigns for the use and benefit of claimants supplying labor and/or materials for the work hereinafter specified, for which payment will and truly be made, we bind ourselves and our several and respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this_____day of _____in the year Two Thousand and_____.

WHEREAS, the above bounden Principal, by an instrument in writing, signed by the Principal, as Contractor, and bearing even date with or a date prior to these presents, has contracted with the Town of Ossining to perform all the work and furnished all the materials and plan called for in the said contract for

_____
(Insert Full Description and Number of Contract)

which contract is by reference made a part hereof.

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants supplying labor and or material used or reasonably required for use in the prosecution and performance of the work provided for in said contract, and any and all duly authorized modification of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect, subject to the conditions specified below.

Any beneficiary-claimant hereunder who has not been paid in full within ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed or materials furnished, may sue the Surety and Principal in this bond for such sum as may be justly due, provided, however, that no such suit or action shall be commenced hereunder by such claimant after the expiration of one (1) year following the date on which the Principal ceased work on said contract nor other than in a State court or the United States District Court of competent jurisdiction in and for the County and District in which the contract work is situated. The amount of this bond shall be reduced by and to the extent of payments made in good faith hereunder, inclusive of the payment by Surety of any mechanics' liens which may be filed or received against said improvement pursuant to said contract, whether or not claim for the amount of such mechanics' liens be presented under and against this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, deletion or alteration or addition to the terms of the contract or to the work to be performed thereunder or to the plans or specifications accompanying the same shall in any way discharge or limit or release its obligation on this bond.

_____
(Name of Contractor) Principal

(Corporate Seals
Required)

By: _____
(Signature and Title)

_____
(Name of Surety)

By: _____
(Signature and Title)

(Qualifications of Surety company and proper acknowledgments to be annexed thereto. Surety company must be authorized by the State of New York to transact business).

ACKNOWLEDGMENT BY PRINCIPAL UNLESS IT BE A CORPORATION

STATE OF)
COUNTY OF)SS:

On this ____day of _____, 20____, before me personally appeared, _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
Notary Public

ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION

STATE OF)
COUNTY OF)SS:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is the _____of _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT BY SURETY COMPANY

STATE OF)
COUNTY OF)SS:

On this ____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of _____ , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the Laws of the State of New York, and the said further said that he is acquainted with _____ and knows him to be the _____of said company, that the signature of the said subscribed to the within the said instrument is the genuine handwriting of _____ the said _____ and was subscribed thereto by like order of the Board of Directors, in the presence of him the said.

_____
Notary Public

SECTION IV – GENERAL REQUIREMENTS

SECTION IV
GENERAL REQUIREMENTS

A. SCOPE OF WORK

The Information for Bidders contains a general description of the work to be done. The Contractor shall provide all labor, superintendence, materials, and equipment necessary for properly performing and completing, within the time stipulated, the defined work.

B. LINES

Not used.

C. REPRESENTATIVE ALWAYS PRESENT

The Contractor, in case of his absence from the work, shall have a competent representative or foreman present, who shall follow, without delay, all instructions of the Town Supervisor or the Engineer, or their assistants or agents, in the prosecution and completion of the work in conformity with this Contract, and who shall have full authority to supply labor and materials immediately to prosecute and complete said work.

D. ALTERATIONS

The Town Supervisor / Engineer may make alterations in the line, grade, plan, form, dimensions, or materials of the work, or any part thereof, either before or after the commencement of the work. If such alterations increase the quantity of work, such extra work actually done will be paid for at the prices stipulated for such under unit price items of the Contract. In the case where no price is established, it shall be paid for as extra work as defined in the Contract Agreement.

E. INFORMATION ABOUT QUANTITIES OF MATERIALS

To aid the Town Supervisor in determining quantities of materials to be paid for, the Contractor shall, when requested, give the Engineer access to the proper invoices, bills of lading, etc., and shall provide means and assistance for measuring any of the materials. He shall carry out the work in such manner that required measurements can be properly made.

F. CONTRACTOR'S SUBCONTRACT AND MATERIAL LISTS

Prior to beginning work, or at any time during the Contract period, the Town Supervisor and/or Engineer may, at either's option, request the Contractor to provide a complete list of subcontractors, materialmen, and/or materials that he plans to use in the performance of, or continued performance of, work under this Contract. The Town Supervisor and/or Engineer may also, at either's option and at any time during the Contract period, request the Contractor to provide a complete list of subcontractors, materialmen, and/or materials that were used by the Contractor for any work performed under this Contract. Substitutes for the primary equipment are not allowed for this project.

G. EQUIVALENT QUALITY

Wherever in the Contract, an article, material, apparatus, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid and shall be furnished under the Contract unless otherwise permitted by the Town Supervisor or Engineer.

Should the Contractor desire to substitute other articles, materials, apparatus, products or processes, he shall apply to the Town Supervisor or Engineer, in writing, for approval of such substitution. With the application shall be furnished such information as required by the Town Supervisor or the Engineer to demonstrate that the article, material, apparatus, product or process it wishes to use is the equal of that specified in quality, finish, design, efficiency, and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the Town of Ossining.

If the Town Supervisor or Engineer shall reject any such desired substitution as not being the equal of that specifically named in the contract, or if he shall determine that the adjustment in price in favor of the Town is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process. Where two or more articles, materials, apparatus, products, or processes are listed as acceptable by reference to trade name or otherwise, the choice of these will be optional to the Contractor.

H. CARE AND PROTECTION OF WORK

From the commencement of work until the completion of the same, the Contractor shall be solely responsible for materials delivered at the site intended to be used in the work; and all

injury, damage or loss of the same, from whatever cause, shall be made good at its expense before the final estimate is made. It shall provide suitable means of protection for all materials and for all work in progress of construction from damage by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to approval.

I. EXPLOSIVES AND BLASTING

Explosives for blasting shall be stored, handled, and used in accordance with the laws, ordinances, and regulations of the State of New York and all Local Regulations as may pertain, and with such additional regulations as the Town Supervisor may require. Blasting shall be conducted so as not to endanger person or property, and unless otherwise permitted, shall be covered or otherwise satisfactorily confined. The Contractor shall be responsible for and shall make good any damage of whatever nature caused by blasting or accidental explosions.

J. WORK IN BAD WEATHER

During freezing, stormy, or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

K. NIGHT AND SUNDAY WORK

Unless otherwise especially permitted, no work shall be done between the hours of 8:00 P.M. and 7:30 A.M., Monday through Friday, and between the hours of 5:00 P.M. and 9:00 A.M. on Saturdays excluding holidays, nor on any Sunday or holiday, except as necessary for the proper care and protection of work already performed. If it shall become absolutely necessary to perform work at night, the Town Supervisor shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and observing the work shall be provided and maintained at all points where such work is being done. All noisy work shall be coordinated with the Town.

L. EXISTING UTILITIES: UTILITY SERVICE

The Contract Drawings do not show all pipes, conduits, cables, or structures believed to exist in the working area. No attempt has been made to locate or show all utility service connections. Obstructions other than those shown may be encountered. The Contractor shall understand

that the Owner is not responsible for the correctness or sufficiency of the information given and that the Contractor shall have no claim for relief from any obligation or responsibility under the Contract because the extent, location, size, or character of any pipe, conduit, cable or other underground structure is incorrectly shown or has been omitted from the Contract Drawings. The Contractor shall notify all utility companies and authorities having buried utility service in the project area and file certificate(s) of same with the Town Supervisor or Engineer prior to beginning work.

The Contractor shall maintain service in main lines and service connections for all utilities encountered, regardless of the type of utility or the arrangements necessary to maintain service. Water lines and service connections exposed during cold weather shall be protected against freezing. Service connections may be cut only by permission of the Owner of the utility, and a temporary connection shall be installed immediately. The Contractor shall notify all utility customers before interrupting their service. A permanent, first-class replacement of the cutout portion of the original service connection shall be installed and observed by the Owner of the utility before backfilling.

The Contractor shall protect all utilities and subsurface structures encountered in the work. Because the Contractor may encounter some utilities and subsurface structures not shown on the Contract Drawings, the Contractor shall proceed with caution in executing his work. Insofar as feasible, the Contractor shall not disturb existing utilities but shall support and sustain them. The Contractor shall repair all damage to any utilities and pay all costs of protecting them and replacing them as necessary including service connections encountered in the course of the work, regardless of character, functions, conditions, size, location, materials, construction, ownership or interference with the alignment of pipeline to be built, whether such existing utilities, structures or service connections are shown or not shown.

The Contractor is held responsible for all damage to all utility or other underground or surface structures, whether or not they are shown on the Contract Drawings, and the Contractor shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged.

The Contractor shall notify the Town Supervisor or Engineer of all exposed pipe crossings where the utilities will have a clearance of 18" or less as measured between the outside walls of the pipe. The Contractor shall construct a concrete support as directed by the Town Supervisor or Engineer and shall take all other measures it and/or the Town Supervisor and/or Engineer deem necessary to protect the existing and new pipes, sewers, and utilities.

M. NOTIFICATION OF UTILITIES

In addition to the general notification requirements referred to above and per the requirements of the Contract Agreement, the Contractor shall strictly adhere to General Business Law, Article 36, regarding prior notification of Consolidated Edison and with Industrial Code 53 regarding prior notification of the Central Registry for utilities.

N. SANITARY REGULATIONS

The Contractor shall obey and enforce such sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. The building of shanties or other structures for housing or facilitating the men, tools, machinery or supplies will be permitted only at places approved in advance by the Town, and the sanitary condition of the grounds in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

O. PREVENTION OF DUST HAZARD

The Contractor will strictly comply with all requirements of the Contract Agreement to prevent dust hazards in the construction or prosecution of his work.

P. MAINTENANCE AND PROTECTION OF TRAFFIC, OBTAINING PERMITS

The Contractor shall maintain and protect traffic within construction activity for the duration of the Contract and shall, at all times, protect the traveling public from damage to person and property in accordance with the plans and specifications and as directed by the Engineer.

All work shall conform to the requirements of the New York State Manual of Uniform Traffic Control Devices and Section 619 of the Standard Specifications.

The Contractor shall meet with the Engineer and the Ossining Police Dept. prior to starting this work to insure its proposed methods for maintaining and protecting traffic are acceptable. If, in the opinion of the Engineer and Chief of Police, uniformed police are required, the Contractor shall hire same for direction of traffic.

Unless otherwise specified in the Special Clauses and Specifications of this Contract, the Contractor shall take out all road permits as required in the Contract Agreement. The Contractor shall provide all flagmen, labor and materials necessary to meet permit requirements in force at the time of the work.

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of hazard and delay. In order to adequately maintain and protect traffic, the Contractor shall perform the following additional minimum requirements to comply with the provisions of this section and/or as directed by the Engineer:

1. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to pedestrians or traffic.

2. Keep the surface of all pavements used by the public free and clean of all dirt, debris, stone, timber or other obstructions to provide safe traveled ways.

3. Control dust and keep the traveled way free of materials spilled from hauling and construction equipment.

4. Conduct rigging on weekends to ensure that one-half of the roadway be opened to traffic at all times unless otherwise authorized.

5. Two-way traffic must be maintained at all times unless otherwise authorized.

6. Consult with the Town Supervisor, Police, Fire and all other affected Public Services to ascertain requirements with respect to rigging, detouring, and street closures. Their directions are to be fully complied with in all details.

7. Provide flagmen and watchmen as may be required for the guiding of traffic and/or for use as directed by the Engineer.

8. Provide all cones, barricades, signs and warning devices as may be required, and/or as ordered by the Engineer to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest version of the New York State Manual of Uniform Traffic Control Devices and Section 619 of the Standard Specifications. Use of open flame flares is prohibited.

9. Cover all open trenches with steel plates at the close of each workday. Such plates shall abut each other and be wedged at each end of the trench(s) to prevent plates from sliding open. Plates shall be secured in such a manner so as to reduce noise from traffic to an absolute minimum.

10. Provide and maintain, at all times, safe and adequate ingress and egress to and from homes, businesses, commercial establishments, and intersecting roadways using

existing or new access points, consistent with the work, unless otherwise authorized by the Engineer.

a. When work is to be performed fronting a driveway, the Contractor must notify the resident and advise him of the situation, affording him ample time to relocate any vehicle which might be rendered inoperable because of said work.

b. The Contractor shall ascertain the evenings on which business establishments are open in the section where work under the Contract is being performed and he will be required to clean up and prepare the business section for the usual activities on these evenings. The Contractor and his personnel are cautioned against parking vehicles in the business zones for any extended period of time.

c. On roadways on which motor bus service is maintained, the Contractor shall provide suitable areas or locations for the loading and unloading of passengers.

The existing pavement, at improved intersection streets, shall not be disturbed without prior consent of the Engineer.

Traffic laws are to be carefully observed and obeyed.

Withholding of Payment:

a. For each calendar day, or part thereof, of unsatisfactory performance of the maintenance and protection of traffic requirements of this Contract, the Town will assess the Contractor liquidated damages in the amount of **$200.00**.

b. If, upon notification by the Engineer, the Contractor fails to correct any unsatisfactory condition within 24 hours of being so directed, the Engineer will immediately proceed with adequate forces to properly maintain the project, and the entire cost of such maintenance shall be deducted from any moneys due the Contractor.

c. If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24 hours, the Engineer shall correct the adverse condition(s) by any means he deems appropriate and shall deduct the cost of the corrective work from any moneys due the Contractor. Moneys withheld for corrective work shall be in addition to the liquidated damages and non-payment provisions stated above regarding non-performance of maintenance and protection of traffic requirements.

d. Notwithstanding the above-described provisions for withholding payment, where major nonconformance with the contract requirements for maintenance and protection of

traffic is noted by the Town Supervisor, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer, regardless of whether corrections are made by the Town Supervisor as described above.

No separate payment will be made for any part of Maintenance and Protection of Traffic provisions or for obtaining required road permits and the cost thereof shall be included in various items of this Contract unless a separate payment item for this work appears in the itemized proposal.

Q. GROSS LOADS HAULED ON HIGHWAY

The Contractor shall at no time during the construction of this Contract haul gross loads exceeding the legal limit prescribed by the Highway Law over access highways to any work site or over the highway(s) included in this Contract.

R. CLEANING UP SITE

During the course of the work, the Contractor shall maintain a clean and safe site at all times.

Upon completion of the work and before acceptance and final payment shall be made, the Contractor shall, excepting as otherwise expressly directed or permitted in writing, clean and remove from the facility, roof, streets, sidewalks, and adjacent property all surplus and discarded materials, rubbish and temporary structures. The Contractor shall restore, in an acceptable manner, all property, both public and private, which has been damaged during the prosecution of work and shall leave the whole in a neat and presentable condition. The Contractor shall repair any adjacent, disturbed lawn areas with topsoil and seeding, and will maintain said area until a good growth of grass is obtained. All other disturbed areas shall be replaced in kind by the Contractor. No direct payment will be made to the Contractor for the work stipulated in this section, but compensation for the same is understood to be included within the Contract price(s). As the various portions of the work are completed, the site shall be cleaned. Debris and excess fill shall be removed from the site and shall be legally disposed off-site at the sole cost of the Contractor.

S. PHOTOGRAPHS

The Contractor shall cause to be taken by an experienced professional photographer a series of un-retouched photographs and a DVD video illustrating the pre-construction site conditions and the final conditions of the project site.

Pre-construction photographs shall be taken at a minimum of each five hundred (500) linear feet along the path of any construction work and adjacent property to work site(s) in order to provide a complete record of pre-construction conditions. Upon completion of final clean up and pavement/site restoration, "as-built" conditions shall be recorded by the taking of photographs at the same locations. Additional photographs of both pre-construction and post-construction conditions shall be taken if directed by the Engineer.

Two copies of the DVD or two sets of glossy prints, 8" x 10" size mounted on cloth with a wide flap for binding (8" x 11" overall), and properly identified with an adequate description on the back of each photograph, shall be furnished to the Engineer with the Contractor's monthly payment estimate. Damaged, out of focus or inadequately identified photos shall be replaced at the Contractor's expense. As a minimum, the DVD and/or photograph descriptions shall contain the following information:

a) Name and address of photographer and date taken.

b) Location and orientation of photograph.

c) Project name and contract number.

d) Names and official addresses of Town, Contractor, and Engineer.

Payment - Payment for photographs and/or DVD's is a non-direct pay item and the cost is considered included in the various contract prices bid.

T. CLAIMS FOR DAMAGES CAUSED BY THE TOWN OR ITS AGENTS

Unless otherwise provided in this Contract, no claims of any description for damages or delays caused by the work, negligence, or acts of the Town or its agents will be allowed. Allowance will be made, in accordance with the Contract Agreement, for an extension of the time of completion, provided, in the opinion of the Town Supervisor and/or the Engineer, the delays of the Town or its agents have actually delayed the Contractor's completion, and further provided that the Contractor has complied with those sections of the Contract Documents governing progress of the work, time of completion, and extension of time.

U. QUALITY CONTROL

If quality control tests of materials are stipulated in the technical specifications, they shall be performed by a Town-approved laboratory at the Owner's expense. The Contractor shall make all arrangements with the Town-approved laboratory to have all required tests performed. Quality control tests shall only be performed by the Town-approved laboratory inspector. No work requiring tests shall be performed by the Contractor except in the presence of the Town approved laboratory inspector.

V. SITE SUPERVISION

Full-time site supervision of staff, subcontractors, and suppliers shall be provided for by the Contractor for the duration of the project. A competent superintendent shall be in attendance at the job site at all times when work is being performed. The site superintendent shall have the authority to represent and make decisions for their company regarding the project, provide guidance and direction to employees, subcontractors, and suppliers, and be knowledgeable of the work being performed. Failure to provide a qualified site superintendent at the job site or at a required project meeting shall subject the contractor to a penalty of $500 per day for each occurrence.

SUBSTANTIAL COMPLETION RELEASE

SUBSTANTIAL COMPLETION RELEASE FORMS

SUBSTANTIAL COMPLETION RELEASE

This release, dated _____, 20____, is given

BY: The Releasor(s)

_____ ("Contractor")

TO: The Town of Ossining, New York ("Owner") and **JOSEPH A. LECCE, P.E., P.C.**

1. Release. The Contractor releases and gives up any and all claims and rights which it may have against the Owner, Town Supervisor, and their agents, servants or employees. This releases all claims, including those of which Contractor is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. Contractor specifically releases the following claims:

   Any and all claims and liability of whatsoever nature for anything done or furnished or in any manner arising out of the performance of:

   Contract #: 01-2026
   Contract Description: Town Highway Department Boiler Replacement

2. Payment. Contractor has received payment in the amount of $_____, in payment for the total value of work completed debiting prior payments and the value of $_____ for retainage held/tentative list of items to be completed or corrected for making this Release. The Contractor will receive the remaining payment due in one year/upon completion of the tentative list work.

3. Who is Bound. Contractor is bound by this Release. Anyone who succeeds to Contractor's rights and responsibilities is also bound. This Release is made for the benefit of Owner and Town Supervisor and all who succeed to their rights and responsibilities.

4. Signatures. Contractor understands and agrees to the terms of this Release. If this Release is made by a corporation, its proper corporate officers have signed and the corporate seal is affixed.

   Witnessed or Attested By:

   _____ _____

   _____

   Affix Corporate Seal

ACKNOWLEDGMENT IF CONTRACTOR IS A CORPORATION

STATE OF)
COUNTY OF)ss:

On this _____ day of _____ , 20 ____ , before me personal appeared, _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order

_____
Notary Public

ACKNOWLEDGMENT IF THE CONTRACTOR IS AN INDIVIDUAL

STATE OF)
COUNTY OF)SS:

On this _____ day of _____ , 20 _____ , before me personally appeared,_____ to me known and known to be the person described in and who executed the foregoing contract, and who acknowledged to me the execution thereof for the purpose therein mentioned.

_____
Notary Public

ACKNOWLEDGMENT IF CONTRACTOR IS A PARTNERSHIP

STATE OF)
COUNTY)SS:

On this ____ day of _____, 20 _____ , before me personally appeared, _____ to me known and known to me to be a partner of _____ , the firm described in and who executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto in behalf of said firm for the purpose therein mentioned

_____
Notary Public

FINAL COMPLETION RELEASE

FINAL COMPLETION RELEASE FORMS

FINAL COMPLETION RELEASE

This release, dated _____, 20____, is given

BY: The Releasor(s)

_____ ("Contractor")

TO: The Town of Ossining, New York ("Owner") and **JOSEPH A. LECCE, P.E., P.C.**

1. Release. The Contractor releases and gives up any and all claims and rights which it may have against the Owner, Town Engineer, and their agents, servants or employees. This Release releases all claims, including those of which Contractor is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. Contractor specifically releases the following claims:

   Any and all claims and liability of whatsoever nature for anything done or furnished or in any manner arising out of the performance of:

   Contract #: 01-2026
   Contract Description: Town Highway Department Boiler Replacement

2. Payment. Upon payment of the Contractor's final invoice #_____, dated _____, in the amount of $_____, the Contractor will have received total payments in the amount of $_____, in consideration for making this Release. Contractor agrees that it will not seek anything further, including any other payment, from Owner or Town Supervisor.

3. Who is Bound. Contractor is bound by this Release. Anyone who succeeds to Contractor's rights and responsibilities is also bound. This Release is made for the benefit of Owner and Town Supervisor and all who succeed to their rights and responsibilities.

4. Signatures. Contractor understands and agrees to the terms of this Release. If this Release is made by a corporation, its proper corporate officers have signed and the corporate seal is affixed.

Witnessed or Attested By:

_____ _____

_____
Affix Corporate Seal

ACKNOWLEDGMENT IF CONTRACTOR IS A CORPORATION

STATE OF)
COUNTY OF)ss:

On this ____ day of _____, 20 ____, before me personal appeared, _____ to me known, who, being by me duly sworn, did depose and say: that he resides at _____ that he is the _____ of _____the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT IF THE CONTRACTOR IS AN INDIVIDUAL

STATE OF)
COUNTY OF)SS:

On this ____ day of _____, 20 ____, before me personally appeared, _____ to me known and known to be the person described in and who executed the foregoing contract, and who acknowledged to me the execution thereof for the purpose therein mentioned.

_____
Notary Public

ACKNOWLEDGMENT IF CONTRACTOR IS A PARTNERSHIP

STATE OF)
COUNTY)SS:

On this ____ day of _____, 20 _____, before me personally appeared, _____ to me known and known to me to be a partner of _____, the firm described in and who executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto in behalf of said firm for the purpose therein mentioned.

_____

Notary Public

SCHEDULE OF MINIMUM PREVAILING WAGE RATES

SCHEDULE OF MINIMUM
PREVAILING WAGE RATES

The Wage Rates schedule can be accessed and downloaded through the NYSDOL website: https://dol.ny.gov/public-work-and-prevailing-wage using the job-specific PRC# 2025011520.

· Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion

PRC#: 2025011520
Type of Contracting Agency: Village

Acceptance Status: Accepted Article 8

Contracting Agency

Village of Ossining DPW
Karen Doherty
Senior Office Assistant
101 Route 9A
P.O. Box 1166
Ossining NY 10562

(914) 941-4660
kdoherty@villageofossiningny.gov

Send Reply To

Project Information

Project Title	Route 9 Road Diet
Description of Work	Reduce the size of the Route 9 roadway in the Village of Ossining
Contract Id No.	DPW-25-09
Project Locations(s)	Route 9
Route No / Street Address	Route 9
Village / City	Ossining
Town	
State / Zip	NY 10562
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	11/15/2025
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Westchester