

INCORPORATED VILLAGE OF NORTH HILLS

PARKING LOT IMPROVEMENTS – 2019

Marvin Natiss, Mayor
Dennis Sgambati, Deputy Mayor
Elliot Arnold, Trustee
Gail Cohen, Trustee
Phyllis Lentini, Trustee

Marianne C. Lobaccaro, Village Administrator
Donald Alberto, R.A., Superintendent of Building Department

A. Thomas Levin, Esq.
Village Attorney

May 2019

NOTICE TO BIDDERS

PARKING LOT IMPROVEMENTS – 2019
INCORPORATED VILLAGE OF NORTH HILLS, NEW YORK

Sealed Proposals will be received by the Incorporated Village of North Hills, at the Village office, One Shelter Rock Road, North Hills, New York, until 12:00 noon on June 12, 2019 at which time they will be publicly opened and read aloud. The contract for the work, labor and materials required for **PARKING LOT IMPROVEMENTS – 2019** may be awarded as soon thereafter as practicable.

Instructions to Bidders, Bid Bond Form, Proposal Form, Specification and Plans can be examined at the office of the Village Administrator, One Shelter Rock Road, North Hills, New York, during regular Village office hours.

Copies of Contract Documents may be obtained at the said office of the Village Administrator. A non-refundable fee of One Hundred Dollars (\$100) payable by certified check or money order only, made out to the Incorporated Village of North Hills, will be required for each complete set of the Contract Documents.

Security for Bid as set forth in the bid documents must be presented with the Bid.

Dated: North Hills, New York
May 15, 2019

By Order of the Board of Trustees

By: Marianne C. Lobaccaro
Village Administrator

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

The Incorporated Village of North Hills, County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids will be received by the Village at the office of the Village Administrator, One Shelter Rock Road, North Hills, New York, until the date and time specified in the notice to bidders, at which time they will be opened and read.

B. BIDDER'S RESPONSIBILITY

Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site, and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions it may encounter or create, without extra cost to the Village.

The Bidder shall ascertain any relevant information as to the nature of all conditions, by making any and all investigations it may deem necessary.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will they be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

Bidders may bid on one or more of the four portions of the project, as indicated in the bid documents.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at the office of the Village Administrator.

Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omissions, erasures, alterations, additions or items not called for in the itemized proposals or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. In no case is the Agreement to be filled out or signed by the Bidder.

E. SUBMISSION OF BIDS

The bid must be signed and notarized, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail.)

F. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Village and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be sent by certified mail, with return receipt requested, to all prospective bidders (at the respective address furnished for such purposes) not later than five working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the Contract Document.

G. BID SECURITY

The proposal must be accompanied either by a certified check on a Bank or Trust company with its principal place of business in New York State in an amount equal to not less than ten percent of the amount bid, made payable to the Incorporated Village of North Hills as assurance that the bid is made in good faith, or a bond issued by a Surety Company authorized to do business in the State of New York in an amount not less than five percent of the amount bid.

Commencing three days after the opening of bids, the bid security of all but the three lowest bidders will be returned upon request. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten days of the date of the Notice of Award, the amount of such bidder's bid security shall be forfeited and shall be retained by the Village as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of bid security or as a defense to any action based on the neglect or refusal to execute a contract.

H. QUALIFICATIONS OF BIDDERS

A form for qualifications of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, is enclosed and must be properly filled in, sworn to and filed in the Office of the Village Administrator together with the bid. The evidence of financial ability shall include financial statements prepared by a Certified Public Accountant covering the last 12 months fiscal period together with a current interim statement including profit and loss figures.

I. STATE LAWS

Foreign Contractors must comply with provisions of Article 9A, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Tax Commission to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 25a and 25b of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, or on other forms approved by the Village Attorney, each equal in the penal amount of 100% of the contract price, such bonds to be executed by a surety company acceptable to the Village and in a form approved by the Village Attorney. The Village reserves the right to waive the requirement for a bond. Attorneys in fact who sign contract bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

The Village reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Conditional bids will not be accepted. The Village reserves the right to reject all bids.

M. BASIS OF AWARD

The Contracts will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the Village and by terms and conditions of the Contracts.

N. ATTENTION IS CALLED TO:

All provisions required by New York State Law are deemed to be incorporated into this contract, whether or not expressly set forth.

Please note the following, which is a non-exclusive listing:

GENERAL BUSINESS LAW, Section 322-a
GENERAL MUNICIPAL LAW, Section 101
GENERAL MUNICIPAL LAW, Section 103-d
GENERAL MUNICIPAL LAW, Section 106-b
LABOR LAW, Section 220

PROPOSAL

PARKING LOT IMPROVEMENTS – 2019
INCORPORATED VILLAGE OF NORTH HILLS, NEW YORK

TO THE INCORPORATED VILLAGE OF NORTH HILLS:

Pursuant to and in compliance with your advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for or incidental to the above Contract, with respect to the work for which this bid is submitted, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal, the Bidder hereby declares that all agenda which have been issued by the Incorporated Village of North Hills and have been received by the Bidder have been considered in the preparation of this Proposal.

Name of Bidder: _____
(Individual or entity, as case may be)

Bidder's Address: _____

Telephone: _____

NOTE: IF BIDDER IS A PARTNERSHIP, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
_____	_____
_____	_____
_____	_____

NOTE: IF BIDDER IS A CORPORATION OR OTHER ENTITY, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: _____

Name of President: _____

President's Address: _____

Name of Secretary: _____

Secretary's Address: _____

Name of Treasurer: _____

Treasurer's Address: _____

The following Paragraphs are Applicable to the Proposal

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That the attached "Qualification Statement" is in all respects a true statement of the qualifications and financial condition of the bidder.
4. That no officer or employee of the Incorporated Village of North Hills or person whose salary is payable in whole or in part by the Incorporated Village of North Hills is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment, and work or labor to which it relates, or in any portion of the profits thereof.
5. That the bidder carefully examined the site of the work and that, from bidder's own investigations, has satisfied bidder as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that the bidder has carefully examined and fully understands all the component parts of the Contract, that the bidder will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

INFORMATION FOR BIDDERS

I. REJECTION OF BIDS.

A. The Village may reject a bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or
2. The Bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or
3. The bid does not strictly conform to law or the requirements of this Contract; or
4. The bid is conditional; or
5. The Bidder is not responsible, as determined by the Board of Trustees of the Village in its sole discretion.

B. Rejection of all bids and waiver of informalities. The Village reserves the right to reject all bids whenever it deems it in the best interest of the Village, and also reserves the right to waive any informalities in a bid.

II. NON COLLUSIVE BIDDING CERTIFICATION (Municipal Law Section 102-d)

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

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

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

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

III. LUMP SUM CONTRACTS, COMPARISON OF BIDS.

For all Work, Labor and Materials, in accordance with the drawings and specifications:

TOTAL BID \$ _____

Total of Gross Bid must be written in words.

For _____
Dollars Cents

Name of Bidder: _____

By: _____ Date: _____

(Print) _____

Title: _____

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

(CORPORATE SEAL)

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called the "Contractor") and _____, a corporation created and existing under the laws of the State of _____, and authorized to conduct business in the State of New York, having its principal office in _____, (hereinafter called the "Surety"), are held firmly bound unto the Incorporated Village of North Hills, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of _____, Dollars (\$ _____) good and lawful money of the United States of America, to the payment of which said sum of money, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a certain written contract, bearing date _____, with the Owner, for **PARKING LOT IMPROVEMENTS – 2019** which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, including any reasonable costs and expenses (including attorneys' fees) incurred by the Owner to enforce the said contract,

Then this obligation shall be null and void, otherwise to remain in full force and effect.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in one way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions,

modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transferees of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Contractor.

SIGNED AND SEALED this date of _____, 20__.

Corporate Seal of Contractor
if a Corporation

Contractor: _____

By: _____

Corporate Seal of Surety

Surety: _____

By: _____

(Acknowledgment By Principal)

STATE OF NEW YORK:

: ss

COUNTY OF

On the day of , 20__ , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of whom the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in County, State of New York.

(Acknowledgment by Surety Company)

STATE OF NEW YORK:

: ss

COUNTY OF

On the day of , 20__ , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of whom the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in County, State of New York.

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, a corporation of the State of _____, and authorized to do business in the State of New York, hereinafter called Surety, are held and firmly bound unto the Owner, as Obligee, for the use and benefit of claimants as hereinafter defined, in the amount of \$_____ Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract with the Incorporated Village of North Hills, as Owner, for **PARKING LOT IMPROVEMENTS - 2019**, which contract is by reference made a part hereof, and is hereafter referred to as the Contract,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.
2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses or any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant shall have given written notice to the following: The Principal, the Owner, and the Surety above named, within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage

prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After the expiration of one year following the date on which Principal ceases work on said Contract.
 - c. Other than in a court of competent jurisdiction in the County of Nassau.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under the against this bond.

Signed and sealed this _____, day of _____, 20__.

Corporate Seal of Contractor
if a Corporation

Contractor: _____

By: _____

Corporate Seal of Surety

Surety: _____

By: _____

(Acknowledgment By Principal)

STATE OF NEW YORK:

: ss

COUNTY OF

On the day of , 20__ , before me, the undersigned, personally appeared
, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/ her/their capacity(ies), that by his/her/their
signature(s) on the instrument, the individual(s), or the person on behalf of whom the
individual(s) acted, executed the instrument, and that such individual made such appearance
before the undersigned in County, State of New York.

(Acknowledgment by Surety Company)

STATE OF NEW YORK:

: ss

COUNTY OF

On the day of , 20__ , before me, the undersigned, personally appeared
, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/ her/their capacity(ies), that by his/her/their
signature(s) on the instrument, the individual(s), or the person on behalf of whom the
individual(s) acted, executed the instrument, and that such individual made such appearance
before the undersigned in County, State of New York.

AGREEMENT

INCORPORATED VILLAGE OF NORTH HILLS
COUNTY OF NASSAU
STATE OF NEW YORK

For furnishing labor, materials and equipment, together with all work incidental thereto, necessary and required for the Project entitled **PARKING LOT IMPROVEMENTS – 2019**.

made and executed this ____ day of _____, 20 __, by and between the Incorporated Village of North Hills, a municipal corporation having its principal place of business at One Shelter Rock Road, North Hills New York 11576 (hereinafter sometimes referred to as “Village” or the party of the first part), and

_____, (hereinafter sometimes referred to as “Contractor”, or the party of the second part), a _____, having its principal place of business at _____, _____, New York.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

GENERAL

Article 1. The Contract (also referred to as “Contract Documents”).

Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

- A. The Notice to Bidders.
- B. The Instructions to Bidders.
- C. The Agreement.
- D. The Notice of Award.
- E. The Performance Bond.

- F. Labor and Material Payment Bond.
- G. Specifications For Village Hall Parking Lot.
- H. Drawings: Drawing S-1, and all notes, specifications, and attachments shown on the said drawings.
- I. All addenda issued by the Village or its duly authorized representatives prior to the receipt of bids.
- J. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Article 2. Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

- A. “VILLAGE” and “Owner” shall mean the Incorporated Village of North Hills.
- B. “CONTRACTOR” shall mean the party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and the successors, personal representatives, executors, administrators and assigns of any such person or entity, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.
- C. “CONSULTANT” or “CONSULTANTS” shall mean a person or entity designated by the Village to have the powers and duties as defined in the Contract Documents for the Consultant.
- D. “INSPECTOR” shall mean an authorized representative of the Village assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.
- E. “SURETY” shall mean any person, firm or corporation that has executed as surety, the Contractor’s construction bond securing the performance of this Contract.
- F. “THE WORK” shall mean everything expressly or impliedly required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

- G. "CONTRACT WORK" shall mean everything expressly or impliedly required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.
- H. "EXTRA WORK" shall mean work other than that required either expressly or impliedly by the Contract in its present form.
- I. "FINAL ACCEPTANCE" shall mean acceptance of the work by the Village as evidenced by the Mayor's signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.
- J. "CONTRACT" or "CONTRACT DOCUMENTS" shall mean each of the various parts of the Contract referred to in Article 1 hereof, both as a whole and severally.
- K. "SPECIFICATIONS" shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designated as such.
- L. "ADDENDUM" or "ADDENDA" shall mean the additional Contract provisions issued in writing by the Village prior to the receipt of bids.
- M. "SERVICE OF NOTICES" -- The Contractor hereby designates the business address specified in Contractor's bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box regularly maintained by the United States Post Office Department, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and received for in writing by the Village Administrator. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a Corporation, upon any officer or director thereof.
- N. "SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor or labor and materials, or labor and equipment, at the site.
- O. Whenever they refer to the work or its performance in the Contract, the words "DIRECTED," "REQUIRED," "PERMITTED," "ORDERED," "DESIGNATED," "PRESCRIBED," and words of like import, shall imply the direction, requirements, permission, order, designated or prescription of the Consultant and "APPROVED,"

“ACCEPTABLE,” “SATISFACTORY,” “IN THE JUDGMENT OF,” and words of like import, shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of, the Consultant.

- P. “BIDDER” means the person, firm or corporation indicating intention to and who does submit a formal bid for the work.

PERFORMANCE OF WORK

Article 3. Contractor’s Responsibility

The Contractor shall do all the work and furnish at Contractor’s own cost and expense, all plant, labor, materials, equipment, and other facilities, except as herein otherwise provided, that may be necessary and proper for performing and completing the Contract Work. The Contractor shall be responsible for the entire work until completed and accepted by the Village.

The said work shall be performed in accordance with the intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Consultant.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Consultant. Such approval, or the Consultant’s failure to exercise Consultant’s right to reject such means and methods thereon, shall not relieve the Contractor of the obligations to accomplish the result intended by the Contract, nor shall such right to reject create a cause of action for damages.

Article 4. Compliance with Laws

The Contractor shall be required to file building plans with the Village, but shall not be required to pay building permit fees. The Contractor shall plans with all other governmental departments having jurisdiction and shall secure and pay for all other licenses and permits. The Contractor shall comply with local, County, State and Federal laws, rules, and regulations applicable to this contract and to the work to be done hereunder and must obtain, at Contractor’s own expense, all other permits necessary for the prosecution of the work.

Wherever the provisions of any section of the specification may conflict with any agreements or regulations of any kind in force among the members of any trade association, union or council which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor shall make all the necessary arrangements to reconcile any such conflict of provisions without recourse to the Consultant or the Village.

PURSUANT TO STATE LAW

As a portion of the contract and pursuant to the provisions of Section 103-a of the General Municipal Law of the State of New York, the parties hereto recognize that 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 question concerning such transaction or contract:

- A. Such person, and any firm, partnership or corporation of which (s)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 contracts with any municipal corporation or fire district, or any public department agency or official thereof, for goods, work or services, for a period of five years after such refusal, and also that
- B. Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, Nineteen Hundred Fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, Nineteen Hundred Sixty, by such person, and by any firm, partnership, or corporation of which (s)he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

ANTI-DISCRIMINATION CLAUSE

The Contractor and the Village agree, and represent, that:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.
2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section. The Contractor shall request such labor union or representative to agree in writing that such labor union or representative will not discriminate against any members or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that there is afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of any or other compensation and selection for training or retraining, including apprenticeship and on-the-job training or retraining. Such written agreement shall be executed by the labor union or representative prior to the commencement of performance of this contract. If such agreement is not executed, the Contractor shall promptly notify the Village and the Nassau County Commission on Human Rights.
4. The Village shall use its best efforts, directly and through Contractors, local officials, public and private agencies, to cause any labor union, recruiting agency or other representative of workers to cooperate with, and to comply in the implementation of the purposes of this order.
5. The Contractor shall furnish all information and reports deemed necessary by the Village and the Commission on Human Rights and shall permit access to Contractor's books, records and accounts by the Village and the Commission on Human Rights.
6. This contract may be forthwith canceled, terminated or suspended in whole or in part, by the Village upon a finding by the Village or Commission on Human Rights that the Contractor has not complied with these non-discriminatory clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Village until it has satisfied the Village that it has established and is carrying out a program in conformity with the provisions of these clauses. Such finding shall be made by the Village after conciliatory efforts have failed to achieve compliance with these clauses and after a verified complaint has been filed with the Village; notice thereof given to the Contractor and an opportunity afforded to be heard publicly before the Village Trustees.
7. If this contract is canceled or terminated under clause (6), in addition to other rights of the County provided in this contract upon its breach by the Contractor, the Contractor will hold the Village harmless against any additional expenses or costs incurred by the Village in completing the work or in purchasing the services, material, equipment or supplies covered by this contract, and the Village may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond, if necessary.

8. The Contractor will include the provisions of clauses (1) through (7) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action in enforcing such provisions or such subcontract or purchase order as the Village may direct. If the Contractor becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the village, the Contractor shall promptly so notify the Village Attorney requesting such Attorney to intervene and protect the interests of the Village.

AGREEMENT BY
LABOR UNION OR OTHER REPRESENTATIVES OF WORKERS
(IF APPLICABLE)

to: _____
(Name of Public Contractor)

We hereby acknowledge receipt of the notice sent to us as a labor union or representative of workers pursuant to the non-discrimination clauses set forth in the contract between yourself and The Incorporated Village of North Hills.

We hereby agree that:

We will not discriminate against any member or applicant for membership because of race, creed, color, national origin or sex, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, national origin or sex. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retaining, including apprenticeship and on-the-job training.

This agreement is furnished to you pursuant to the requirements of the aforesaid non-discrimination clauses to which you have agreed as a Public Contractor in The Incorporated Village of North Hills.

(Labor Union or Other Representative
of Workers)

(Date)

Article 5. Inspection

During the progress of the work and up to the date of final acceptance, the Contractor shall at all times afford the representatives of the Village and of the Consultant, every reasonable, safe and proper facility for inspecting the work done or being done at the site and also the manufacture or preparation of the materials and equipment at the place of such manufacture or preparation. The inspection of any work shall not relieve the Contractor of any obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found to be in strict accordance with the Contract shall be replaced as directed by the Consultants, even though such work may have been previously approved and paid for.

The Village shall have the right to reject materials and workmanship which are defective, or require correction. Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in clean and neat condition.

Should it be considered necessary or advisable by the Village at any time before final acceptance of the entire work to make examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials, if such work is found to be defective in any material respect, due to the fault of the Contractor or its subcontractors, it shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examinations and restoration of same shall be considered an item of extra work to be paid for in accordance with the provisions of Article 21 hereof.

Article 6. Protection of Work and of Persons and Property

During performance and up to the date of final acceptance, the Contractors for the separate Contracts hereinabove listed in the Notice to Bidders shall each be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury, each shall promptly replace or repair such work, whichever the Village shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract, prior to final acceptance, shall be absolute and shall not be affected by the Consultant's approval of or failure to prohibit means and methods of construction used by the Contractor.

During performance and up to the date of final acceptance each prime contractor must take all reasonable precautions to protect the persons and property of others on or adjacent to the site from damage, loss or injury resulting from subcontractor's operations under this contract.

The Contractor's obligation shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient lights, barricades and enclosures. The General Construction Contractor shall provide sufficient guards to adequately protect the construction site. The Contractor shall abide by the decision of the Village as to the adequacy and extent of protection necessary. Within three days after notice to Contractor of the happening

of such loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report thereof in writing to the Village. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the Village.

Article 7. Boundaries

The Contractors shall confine their equipment, apparatus, the storage of materials and supplies of workmen to limits indicated by law, ordinance, permits or directions of the Consultant, and to the limits established on the plans and as otherwise required herein.

TIME PROVISIONS

Article 8. Time of Start and Completion

The Contractor shall commence work on the day specified in the Notice To Proceed. Time being of the essence of this contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

Unless the date for completion is extended as herein provided, the Contractor shall complete the work no later than July 30, 2019, or within fourteen (14) calendar days from the Notice to Proceed, whichever is earlier, provided that the Notice to Proceed is given no later than July 16, 2019. In the event the Notice to Proceed is given later than July 16, 2019, the Contractor and the Village shall agree upon a completion date, and in default of such agreement this agreement shall be null and void.

Article 9. Progress Schedule

To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor, within 15 days after the execution of this Contract, unless otherwise directed by the Consultant, shall submit to Consultant a proposed progress schedule, showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Consultant, until finally approved by to by the Contractor unless changed as provided for in the following paragraph.

Within ten days after receiving notice of any change in the Contract or any extra work to be performed or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor shall notify the Village in writing of

the effect, if any, of such change or extra work or suspension or other conditions upon the previously approved progress schedule and shall state in what respects, if any, the schedule should be revised with the reasons therefore. These proposed changes in the progress schedule shall be revised by the Contractor as directed by the Village, until approved by the Village and as so approved the revised schedule must be strictly adhered to by the Contractor.

If the Contractor shall fail to adhere to the approved progress schedule as revised, it must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the work in accordance with such schedule.

Article 10. Approval Requests

From time to time as the work progresses and in the sequence indicated by the approved progress schedule, the Contractor shall submit to the Consultant a specific request in writing for each item of information or approval required by him. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Consultant may take to act upon such submissions or resubmissions. The Contractor shall not have any right to an extension of time on account of delays due to failure to submit requests for the required information or the required approval in accordance with these requirements.

Article 11. Coordination with Other Contractors

During the progress of the work, other Contractors will be engaged in performing other work on this project. The contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Consultant may direct. It is mutually agreed that the direction of the Consultant of the order and sequence of work shall not in itself constitute a basis for extension of time.

Article 12. Extension of Time

It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Village. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Village within ten days after the start of the alleged delay. If the Village should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however, the Village should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any sub-contractors, Village may refuse to grant an extension of time and direct the Contractor to rearrange the progress schedule so as to complete the work within the time set forth in the contract.

If the Village deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the Village be permitted to make payment to the Contractor for work performed beyond the completion date, the Village will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the monies which may become due hereunder.

In the event of delay for any cause, the Contractor's sole remedy shall only be the extension of time granted as hereinabove provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

Time necessary for review of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

Article 13. Liquidated Damages

It is mutually agreed between the parties that time is of the essence of this Contract and that there will be on the part of the Village considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended. The sum of (\$500) dollars per day is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefor. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Village because of the said delay and the party of the second part agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

SUBCONTRACTS AND ASSIGNMENTS

Article 14. Limitations and Consent

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or Contractor's right, title or interest in or to it or any part thereof, or the power to execute it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this agreement, unless the previous consent of the Village shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontractors or assignments. The Village reserves the right to limit the total amounts of subcontracts to 50% of the total Contract price.

No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

Before making any subcontract, the Contractor shall submit a written statement to the Consultant giving the name and address of the proposed subcontractor, the portion of the work and materials which it is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources, to perform the work in accordance with the terms and conditions of this Contract.

If the Village finds that the proposed subcontractor is qualified, it will notify the contractor. The Contractor shall promptly, upon request, file with the Village a confirmed copy of the subcontract. The Village may revoke its approval of any subcontractor when, in its opinion, such subcontractor evidences an unwillingness or inability to perform work in strict accordance with this Contract.

Article 15. Responsibility

The approval by the Village of a subcontractor shall not relieve the Contractor of any responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the Village for the acts or defaults of a subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Village.

SECURITY AND GUARANTY

Article 16. Contract Security

The Contractor shall execute both a Performance Bond and a Labor and Material Payment Bond on forms contained in the contract documents, each in an amount equal to 100% of the Contract price, such bonds to be executed by a surety company acceptable to the Village or bonds secured by collateral or securities approved by the Village and approved as to form and manner of execution by the Village Attorney. The Performance Bond and Labor Material Payment Bond shall serve as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

If at any time the Village shall have become dissatisfied with any surety or sureties then upon the Performance Bond and Labor and Material Payment Bond or if for any other reason

such bonds shall cease to be adequate security for the Village, the contractor shall, within five days after notice from the Village so to do, substitute acceptable bonds in such form a sum and signed by such other sureties as may be satisfactory to the Village. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

Article 17. Insurance Requirements

A. General

1. At the execution of this Contract, the Contractor, at Contractor's own expense, must furnish those insurance policies as described below. Insurance certificates, and endorsements of insurance policies will be acceptable at date of contractor's signing.
2. All insurance policies must remain in effect throughout the duration of this contract.
3. Limits of liability are described in Article 25 of the General Conditions.

B. Contractor's Public Liability Insurance

The Contractor shall procure such Public Liability Insurance as shall protect Contractor and its subcontractor(s) or any one directly or indirectly employed by either of them, from claims for damage for bodily injury, including death, as well for claims for damage to property which may arise from operations under this contract. The amount of insurance shall be as provided in the general conditions.

C. Workmen's Compensation Insurance

In accordance with the laws of the State of New York, failure to comply with this provision shall make this contract void.

D. Owner's Contingent Public Liability Insurance

The Contractor shall also furnish Owner's Contingent Public Liability Insurance protecting the Incorporated Village of North Hills, as the named insured, against claims arising from the operations of the Contractor and Subcontractors. The amount of insurance shall be as provided in the general conditions.

Article 18. Monies Retained Against Claims and Liens

The Village may withhold from the Contractor so much of any approved payments due Contractor as may in their opinion be necessary as security against: a) just claims of any persons supplying labor or materials for the work then due and unpaid; b) loss due to defective work not remedied, or c) loss due to injury to persons or damage to the work or property of other Contractors, subcontractors or others caused by the act or neglect of the Contractor or of any subcontractors. The Village shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Village may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor. If no action is commenced upon such claim within the time limited therefore by law, the Village, upon written demand by the Contractor, shall return the amount so withheld, without interest.

Article 19. Maintenance and Guaranty

The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the Village all Contractor's work for a period of one year from the date of final acceptance of the Contract, except where other periods of maintenance and guaranty are provided for. The Contractor shall, for this period, indemnify and save harmless the Village, its officers, and agents from any injury done to property or persons as a direct or alleged result of imperfections in Contractor's work and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

As security for the faithful performance by the Contractor of its obligations hereunder, the Village shall retain 5% from the final payment. This sum shall be repaid to the contractor without interest within 30 days after certification by the Consultant that the Contractor has faithfully performed all Contractor's obligations hereunder.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the village not later than 10 days subsequent to the expiration of the one-year period, the Village shall have the right to have the work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor without interest. If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Village.

ADDITIONS, DEDUCTIONS AND CHANGES

Article 20. Village's Rights

The Village reserves the right to make such additions, deductions or changes in this contract from time to time as it deems necessary and in a manner not materially affecting the substance thereof, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions or changes and no claim shall be made by the Contractor for any loss of anticipated profits thereby.

Any material to be furnished or work necessary to be done other than that specified in this Agreement shall be covered by a supplemental written contract or order of the Village and no claim shall be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or order issued by the Village.

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder and the Contractor, when ordered by the Consultant, shall make such adjustments and changes in said locations and work as may be necessary without additional cost to the Village, provided such adjustments and changes do not alter the character, quantity or cost of the work as a whole, and provided further that plans and specifications showing such adjustments and changes are furnished to the Contractor by the Village within a reasonable time before any work involving such adjustments and changes is begun. The Consultant shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

Article 21. Extra Work

An order for extra work shall be valid only if issued in writing and signed by the Mayor, approved by the Trustees, and the work so ordered must be performed by the Contractor.

The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:

1. By such applicable unit prices, if any, as are set forth in the Contract; or
2. If no such unit prices are so set forth, then by a lump sum mutually agreed upon by the Village and the Contractor; or
3. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then the cost will be determined by the actual and reasonable net cost in money to the Contractor of necessary materials, as delivered at the site, and of the wages of applied labor (including net premium for Workmen's Compensation Insurance, Disability

Benefits, contributions pursuant to the State Unemployment Insurance Law, and excise taxes pursuant to the Federal Social Security Act, and allowances to the subcontractors for overhead and profit not exceeding 10% of their actual subcontract costs for extra materials and labor) required and approved for such extra work; plus 10% as the Contractor's compensation for all other items of profit and cost or expense, including administration, overhead, superintendence, other required insurance, materials used in temporary structures, additional premium upon the construction Bond of the contractor and the use of small tools.

The Contractor shall, upon request, furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of extra work.

Article 22. Disputed Work

If the Contractor is of the opinion that any work required, necessitated or ordered violates the terms and provisions of this Contract, it must promptly notify the Village in writing of Contractor's contentions with respect thereto and request a final determination thereon. If the Village determines that the work in question is contract work and not extra work and that the order complained of is proper, it will direct the Contractor to proceed and the Contractor must comply. In order, however, to reserve the right to claim compensation for such work or damages resulting from such compliance, the Contractor shall within five days after receiving notice of the Village's determination and direction, notify the Village in writing that the work is being performed, or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefor.

If the Contractor should fail or refuse to proceed with the performance of the work in question after having been directed to so do, the Village may declare the contractor in default and notify the Contractor's surety company to have the disputed work commenced and completed under the terms of their construction bond; or, the Village may without further notice have the disputed work done by others and deduct the cost thereof from monies due hereunder, including any and all related costs incurred by reason of the Contractor's failure or refusal to perform the work.

Before final acceptance by the Village, all matters of dispute shall be adjusted to the mutual satisfaction of the parties hereto. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the contractor to receive any money therefore, until the matter in question has been adjusted.

Article 23. Omitted Work

If any contract work in a lump sum contract or if the whole or any part of a lump sum item in a unit price contract, is omitted by the Village in accordance with Article 32, the contract

price shall be reduced by the fair and reasonable estimated cost to the Village of such omitted work. If any contract work in a unit price contract is so omitted by the Village, no payment will be made therefor.

POWERS OF THE OWNER'S REPRESENTATIVES

Article 24. The Consultant

The Consultant, in addition to those matters elsewhere herein expressly made subject to Consultant's determination, direction or approval, shall observe the performance of the work and shall have the power, subject to review by the Village to recommend:

- A. The amount, kind, quality, sequence, and location of the work to be paid for hereunder;
- B. Resolution of all questions in relation to the work and interpretation of the Drawings, Specifications and Addenda;
- C. How the work of this Contract shall be coordinated with the work of other Contractors engaged in simultaneously on this project, including the suspension of any part of the work but not the whole project;
- D. Minor changes in the work as it deems necessary, provided such changes do not result in a net increase in the cost to the Village or to the Contractor of the work to be done under the Contract;
- E. Amplification of the Drawings, adding explanatory information and furnishing additional specifications and drawings consistent with the intent of the Contract Documents.

The Consultant shall not have the power to issue an extra work order. The performance of such work on the order of the Consultant without previously obtaining written confirmation thereof from the Village, in accordance with Article 21 hereof, shall constitute a waiver of any right to extra compensation therefor. The Contractor is warned that the Consultant has no power to change the terms and conditions of this Contract.

Article 25. The Village

The Village, in addition to those matters expressly made subject to their determination, direction or approval in this Contract, shall have the power:

- 1. To determine finally any and all questions in relation to this Contract and its performance, which determination shall be final and conclusive upon the Contractor.

2. To modify or change this Contract so as to require: a) the performance of extra work, or b) the omission of contract work whenever it deems it in its interest to do so, or both;
3. To suspend the whole or any part of the work whenever in its judgment such suspension is required: a) in their interest or b) to coordinate the work of the various Contractors engaged in this project , or c) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Village, delayed by such suspension;
4. If before the final completion of all the work contemplated herein it shall be deemed necessary by the Village to take over, use, occupy or operate any part of the completed or partly completed work the Village shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the Village after receipt of notice in writing from the Village that such work or part thereof will be used by them on and after the date specified in such notice.

Article 26. No Estoppel

The Village shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision acceptance, return certificate or payment made or given under or in connection with this Contract by the Village or other officer, agent or employee, of the village, from at any time; either before or after final completion and acceptance of the work and payment therefor:

1. Showing the true and correct classification, amount, quality or character of the work done, or that any such determination, decision, acceptance, return, certificate or payment is untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and
2. From demanding and recovering from the Contractor any over-payments made to Contractor or such damages as it may sustain by reason of failure to comply with the requirements of the Contract Documents, or both.

Article 27. No Waiver of Rights

Neither the inspection by the Village nor by any of their employees, nor by any order, measurements or certificate of the Village, nor by any order of the Village for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Village, nor any extension of time nor any possession by the Village or its employees shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent

breach. Any remedy provided in this Contract shall be taken and construed as cumulative; namely, in addition to each and every other from of suit, action or legal proceeding. The Village shall also be entitled as of the right of an injunction against any breach of the provisions of this Contract.

CONTRACTOR'S EMPLOYEES

Article 28. Character and Competency

The Contractor and its subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful and trustworthy workers. Should the Consultant at any time give notice in writing to the Contractor or Contractor's duly authorized representative on the work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the work.

Article 29. Superintendence

The Contractor shall give personal supervision to the faithful prosecution of the work and in case of absence shall have a competent, experienced and reliable English-speaking foreman or superintendent, acceptable to the Village, on the site who shall follow without delay all instructions of the Consultant in the prosecution and completion of the work and every part thereof, in full authority to supply men, material and labor, immediately. Contractor shall keep on hand at all times copies of the Contract Documents.

Article 30. Payroll Reports

The Contractor and each subcontractor shall furnish to the Village on demand a verified copy of its payroll and also any other information required by the Village to satisfy the Village that the provisions of the Labor law as to the hours of employment and rates of wages are being observed.

Article 31. Labor Laws

Attention is directed to the provisions of the Labor Laws of the State of New York applicable to the employment of labor at the site of the project, all of which shall be conformed to by the Contractor. New York State Department of Labor pages NYSDL-1 through NYSDL-25 are hereby included in the Contract.

PAYMENTS

Article 32. Prices

For the Contractor's complete performance of the work, the Village will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Village under Article 21 hereof, less credit for any work omitted pursuant to Article 23 hereof.

Article 33. Submission of Bid Breakdown

Within 15 days after execution of this Contract, or when directed by the Village, the Contractor shall submit to the Village a breakdown of the bid price, or of lump sums bid for items of the contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 9 hereof, and the value of each of such operations, the total of such items to equal the lump sum price bid. The Contractor shall also submit such other information relating to the bid price as may be required, and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the Village for any purpose whatsoever.

Article 34. Partial Payments

Progress payments may be made by the Owner to the Contractor, and payment made by the Contractor to the Subcontractor, in accordance with the provisions of General Municipal Law Section 106-b.

On or about the first of each month, the Contractor shall make an estimate of the amount and the fair value of the work done and may apply for partial payment therefor. AIA Forms G702 and G 702A shall be used. The Contractor shall revise the estimate as the Consultant may direct.

No partial payment will be made for any materials before they are incorporated in the work, except that payment shall be made for materials delivered to the site or off-site and suitably stored and secured when such materials are in short and/or critical supply or have been specially fabricated for the project, all as determined by the Consultant.

Before any payments will be made under this Contract, the Contractor and all subcontractors performing any part of the work called for by this Contract must file, in the Office of the Incorporated Village of North Hills, verified statements provided for in Section 220-a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on

account of labor performed upon the work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively. The Contractor shall set forth in such statements the names of all subcontractors. If the Contractor or subcontractor has no subcontractor, Contractor shall so state in its statement if there is nothing due and accrued to any laborer for daily or weekly wages on account of labor performed upon the work under this Contractor and all subcontractors before any payments are made under this Contract.

Article 35. Final Payment

Within 30 days after receiving notice from the Contractor of completion of the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this Agreement, the Village will cause a final inspection to be made for approval of all the work done under this Contract. If, upon such inspection, the Consultant determines that no further work is to be done, Contractor will issue a Certificate of Substantial Completion for the work done under this Contract. AIA Form G 704 shall be used.

As a condition precedent to receiving final payment therefor, the Contractor shall submit verified statements similar to those required under Article 34 hereof, and shall also submit proof of title to the materials and equipment covered by the Contract. The Contractor shall also, prior to the issuance of final payment, supply to the Village affidavits and certificates for labor, material and equipment (where applicable). AIA Forms G 706 and G 706A shall be used.

Not later than 60 days after the final acceptance of the work done under this Contract, the Village will pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract. All prior partial payments, being merely estimates made to enable the Contractor to prosecute the work more advantageously, shall be subject to the correction in the final estimate and payment.

Article 36. Acceptance of Final Payment

The Acceptance by the Contractor or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the Village and every officer and agent thereof, from any and all claims and all liability to the Contractor for anything done or furnished in connection with this work or project and for any act or neglect of the Village or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or sureties from any obligations under this Contract or the Construction Bond.

CONTRACTOR'S DEFAULT

Article 37. Village's Right and Notice

IT IS MUTUALLY AGREED THAT:

1. If the Contractor fails to begin work when notified to do so by the Village; or
2. If the Contractor becomes insolvent; or
3. If a petition of bankruptcy is filed by or against the Contractor; or
4. If the work to be done under this Contract shall be abandoned; or
5. If this Contract or any part thereof shall be sublet without the consent of the Village being first obtained in writing; or
6. If this Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified; or
7. If, at any time, the Village shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled; or
8. That the work or any part thereof is unnecessarily or unreasonably delayed; or
9. That the Contractor is not or has not been executing the Contract in good faith; or
10. That the Contractor is violating any of the provisions of this Contract;

the Village without prejudice, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

Article 38. Contractor's Duty

Upon receipt of the notice provided in Article 37, above, the Contractor shall immediately discontinue all further operations on the work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article 39. Completion of Work

The Village, after declaring the Contractor in default as provided in Article 37 above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as Contractor may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as Contractor may deem advisable.

The expense of such completion, including the cost of reletting, shall be deducted and paid by the Village out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and sureties shall pay the amount of such deficiency to the Incorporated Village of North Hills.

MISCELLANEOUS PROVISIONS

Article 40. Contractor's Warranties

In consideration of, and to induce the award of this Contract to him, the Contractor represents and warrants:

1. That Contractor is not in arrears to the Village upon debt or contract, and that Contractor is not a defaulter, as surety, contractor or otherwise.
2. That Contractor is financially solvent and sufficiently experienced and competent to perform the work.
3. That the work can be performed as called for by the Contract that the Plans and Drawings and the Specifications are in all respects suitable and adequate for the work.
4. That the facts stated in the proposal and information given therein are true and correct in all respects.
5. That Contractor is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that such information was secured by personal investigation and research.

Article 41. Claims and Damages

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Articles 21 and 22 hereof, by reason of any act or omission of the Village, its agents or of any persons, Contractor shall within five days after sustaining such damage, make and deliver to the Village a written statement of the nature of the damage

sustained and of the basis of the claim against the Village. On or before the fifteenth of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Village an itemized statement of details and amount of such damage duly verified by the Contractor. Unless such statement shall be made and delivered within the times aforesaid, it is stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

Article 42. Patented Devices, Material and Processes

It is mutually understood and agreed that contract prices shall include all royalties and cost arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, article, device, material, equipment, appliance or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, article, tool, material, equipment, appliance or process, to be performed under the Contract, and shall indemnify the said Village for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

Article 43. Hold Harmless

The Contractor shall defend, indemnify, protect and save harmless, the Village, its officers, agents and employees, from and against any and all losses, damages, detriment, suits, claims, costs and expenses for injuries (including death) to persons or damage to property arising out of or in connection with the performance of the work hereunder and cause by or resulting from the carelessness or negligence of the Contractor or subcontractors.

The obligation of the Contractor to indemnify and save harmless the Village as hereinabove set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the Village, their respective agents, or employees. The approval by the Village, of the methods of doing the work or the failure of the Village to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

The Contractor shall take out and maintain during the life of this contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the Village, insuring the Contractor and the Village at all times during the life of this contract against loss by reason of contractual liability under this Article with limits of \$10,000,000.00 for injuries to persons (including death) and \$1,000,000.00 for damage to property. A certificate of the issuance of such insurance policy, and any appropriate endorsements to evidence that the Village and/or its Consultant is an additional insured, shall be delivered to the Village upon the execution and delivery of this contract and such certificate and endorsements shall contain an agreement by

the insurance company issuing the policy that the policy will not be canceled without 30 days prior notice to the Village. At least two weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, and new endorsements, containing an agreement by the insurance company that the insurance will not be canceled without 30 days prior notice to the Village shall be delivered to the Village.

Article 44. No Claims Against Individuals

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Village for, on account of, or by reason of anything done or omitted to be done in connection with this Contract.

Article 45. Unlawful Provisions Deemed Stricken Out

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

Article 46. Legal Provisions Deemed Included

Each and every provision of any law 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 by physically amended to make such insertion.

Article 47. Village's Certificate

This Contract shall not be binding or of any force unless the Village shall endorse thereon its certificate that there remains unexpended and unapplied a balance of the appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officers making the same.

Article 48. Schedule of Requirements

1. Liquidated Damages Per Day -- \$500.00
2. Time of completion. See Article 8.

Article 49. Conflicting Information

In the case of conflicting information within the plans and specifications as to the type of materials of workmanship to be provided, the Contractor agrees that Contractor will accept the decision of the Consultant as to which was intended.

Article 50. Court Jurisdiction and Service of Process

The bidder, and the Contractor, Contractors and/or Subcontractors who perform work or services, or supply labor or materials, for this project consent that any action arising out of this contract or the supply of any such work, labor or services or materials shall be brought only in the Supreme Court of the State of New York, Nassau County. The said parties further consent that any action instituted in any other jurisdiction shall be transferred to the Supreme Court of the State of New York, Nassau County. The Contractor hereby agrees to accept service of process in any such action instituted by or on behalf of the Owner by certified mail, return receipt requested, which service shall be the equivalent of personal service pursuant to Article 3 of the Civil Practice Law and Rules.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE INCORPORATED VILLAGE OF NORTH HILLS

By: _____
Mayor
Party of the First Part

ATTEST: _____
Village Administrator

Contractor
Corporate Seal

By _____ (L.S.)
Party of the Second Part

Contractor
Corporate Seal

By: _____ (L.S.)
Party of the Second Part

FORM APPROVED

Village Attorney

STATE OF :
: ss
COUNTY OF :

On the ___ day of _____, 2019, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____ County, State of _____.

Notary Public

STATE OF :
: ss
COUNTY OF :

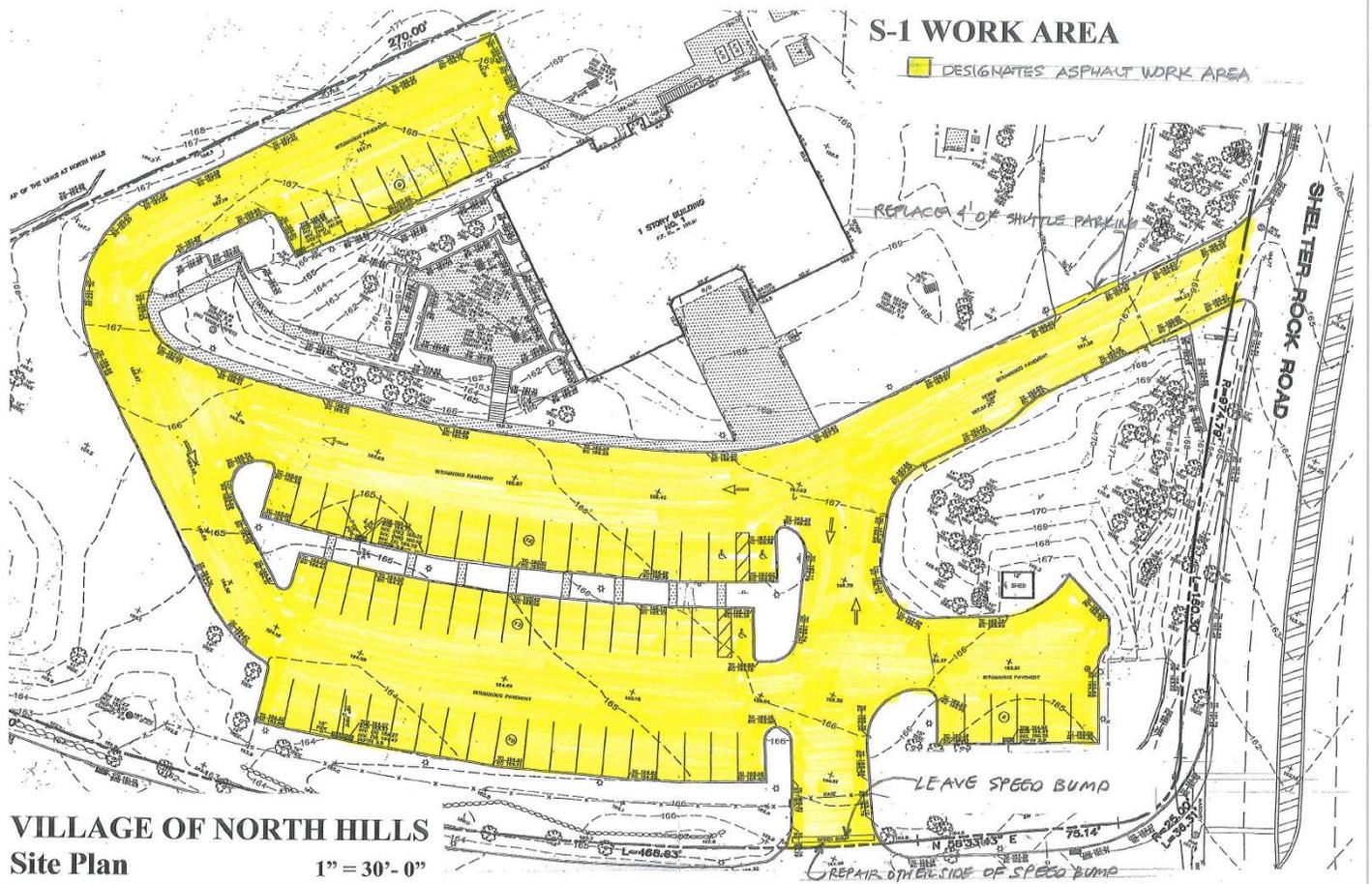
On the ___ day of _____, 2019, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____ County, State of _____.

Notary Public

Specification for Village Hall Parking Lot
1 Shelter Rock Road, North Hills 11576

1. Work Area includes the main parking lot but does not include the Shuttle Parking Lot (except first 4 feet) (See Drawing S-1).
2. Mill all existing asphalt areas 1.5 inches.
3. Remove 3 feet of paving around all catch basins, install new asphalt base so top course will slope toward catch basin.
4. Fill all major cracks with liquid crack filler.
5. Remove damaged asphalt (see drawing S-2) including base, replace with minimum 2.5 inch base binder course.
6. Remove and reset 98 linear feet of Belgium block curbing (See drawing S-3).
7. Prep & clean parking lot with power blower
8. Install tac coat & asphalt type 1A, minimum 1.5 inches over entire parking lot.
9. Power roll new asphalt with minimum 10 ton roller and 5 ton finish roller.
10. Replace all stripes, accessible logo and directional signs with epoxy paint on asphalt as per drawing S-4.
11. Supply and install 4 new accessible parking signs in compliance with New York State Code.
12. Install liquid ac at all perimeters
13. Provide traffic controls and complete work in phases so operation at Village Hall is not interrupted.
14. Site to be left clean & safe for use at the completion of each day. Work to start on a Tuesday. The parking lot must be available for full use on Monday evening (court session).
15. Remove all asphalt and debris from site to an approved waste site.

Drawing S-1



GENERAL CONDITIONS

GC-1 APPLICATION OF GENERAL CONDITIONS

The provisions of the General Conditions as hereinafter stipulated shall form a part of each separate trade specification except insofar as any such provision or provisions may be manifestly not applicable to any such trade specification.

It shall be the duty of the Contractors to fully acquaint themselves with all of the provisions of the General and Special Conditions.

GC-2 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

Any and all work shown on drawings which is not referred to in the specifications, and any and all work covered in the specifications which is not shown on the drawings, shall be included by the Contractors as part of their Contracts, the same as work that is both shown on the drawings and covered in the specifications.

The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the complete finished work.

GC-3 ORAL MODIFICATIONS

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the Contract.

GC-4 DEFINITIONS

The Contract Documents consist of the Notice to Bidders, Instructions to Bidders, Proposal, Notice of Award, Agreement, Bid Bond, the General Conditions, Special Conditions, the Drawings and Specifications, including all modifications thereof properly incorporated therein by reference or otherwise. These constitute the Contract Documents and are collectively referred to as the Contract.

The Owner, the Contractor and the Consultant are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

The term “drawing” wherever referred to in the Contract Documents shall include, in addition to those listed in the documents, such additional scale and full-size detail drawings as will be furnished by or through the Consultant, to amplify the drawings listed.

The terms “approval” or “approved” mean written approval.

GC-5. CORRECTION OF ERRORS BEFORE SUBMITTING BIDS

See Article F of Instructions to Bidders.

GC-6. KNOWLEDGE OF CONDITIONS

The bidders shall, by careful examination of the site and by such other means as they may prefer, satisfy themselves as to the locations of the work, the foundation conditions, the character, quality and quantity of the work to be performed and materials to be furnished, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which may in any way affect the work specified herein.

The proposal shall be based upon the drawings and specifications supplemented by the affecting conditions at the site, and no allowance in the Contract price shall subsequently be made by reason of any error on the part of the Contractor.

GC-7. DRAWINGS AND SPECIFICATIONS

The drawings and specifications as included and made a part of the Contract documents shall be identified at the time of signing said Contract.

The drawings and specifications are intended to agree, and anything shown or called for on the drawings and not mentioned in the specifications, or vice versa, or any work or materials necessary to, and usually included in, the complete finish of the work and/or materials of the character to be furnished by the Contractor, shall be considered to be included herein and shall be performed and furnished by the Contractor without any extra charge, as though the same were both shown and specified.

The Village will furnish in addition to the drawings listed in the Contract Documents, such other and additional scale and full size details and such explanations in writing as may, in the Village’s opinion, be necessary for the performance of the work by the Contractors, and all such details and explanations shall be binding upon and shall be strictly followed and complied with by the Contractor. All such drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Should these scale and full size drawings, in the opinion of the contractors, show additional work, or work of a more expensive character than that shown or inferred by the contract drawings, it shall

be the duty of the Contractor to so notify the Village within five days from receipt of same in order that proper adjustment may be made if found justifiable in the opinion of the Village, Contractor shall waive all rights to any claims as to departure or variation from the intent of the Contract Documents. The Contractor and the Village shall jointly prepare a schedule, setting the dates at which the various additional explanatory or detail drawings, will be required. Wherever any justifiable change as agreed upon is made in this schedule, such change shall be confirmed in writing.

All drawings, and such notes, interlineations, figures and details, as may be noted thereon, shall be considered as a part of and complementary to the specifications. Full size drawings and large scale details shall, in general, govern and take precedence over the small scale drawings which they are intended to amplify. Figure dimensions shall govern in laying out the work, and no work shall be executed from dimensions obtained by scaling the drawings.

While the specifications will be subdivided into trades (but only for the purpose of facilitating the work), Contractors shall, nevertheless, furnish all labor and materials necessary to complete all the work in accordance with the Contract, despite the fact that it may not appear under the work specified for the particular trade under which it would be normally classified.

The Contractor shall check all drawings furnished immediately upon their receipt. These drawings shall not be altered by the Contractors, but should any error or inconsistency appear, or in the event of any doubt or questions arising in respect to the true meaning and intent of the drawings or specifications which is necessary to a clear understanding of the work, they shall promptly report same in writing to the Consultant who will make any necessary rectification and decisions.

If, in the Contractor's opinion, any work is shown on the drawings or called for in the specifications in such a manner as to make it impossible for Contractor to produce or guarantee a first class piece of work, Contractor shall refer the same in writing to the Consultant before proceeding.

If, at any time, the Consultant shall fail to supply sufficient or clear information to enable the Contractor to proceed with the work, the Contractor shall immediately notify the Village in writing, and in no case will the lack of such information, or failure to understand the drawings or specifications, or ignorance of the contents of either, be considered or received as an excuse for improper or inferior design, workmanship or materials, or for any delay in performing the work, or as a justification for any claim for extra work or as a justification for any claim for extra work or materials.

Should any question or disagreement arise concerning the meaning of drawings or specifications, such question or disagreement shall be settled by the Consultant whose decision in writing shall be final.

The Contractor shall pay, at cost, for all drawings and specifications furnished to them by the Owner in excess of four sets of drawings and four copies of specifications.

The Contractor shall keep at least one copy of all drawings and specifications at the site in good order and available to the Owner, the Consultant, or their representatives. These drawings and specification shall be kept up to date at all times and show all charges.

GC-8 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

As between the Consultant and the Contractor, all drawings and specifications are and shall remain the property of the Consultant. These are furnished to the Contractors as instruments of service. They are not to be used on any other work.

GC-9 SCHEDULES AND PROGRESS REPORTS

See Article 9 of Agreement.

GC-10 LAYOUT AND LEVELS

The location of the Building is shown on the plot plan, and reference lines and grades have been furnished by the Owner.

1. The Contractor shall lay out the work correctly and shall be responsible for any damage caused the Owner due to incorrect laying out of the work.
2. The Contractor shall verify all grades, lines, levels and dimensions as shown on the drawings and Contractor shall report any errors or inconsistencies in them to the Consultant before commencing work.
3. The Contractor shall provide and maintain well built batter boards at all corners, Contractor shall establish bench marks in not less than two widely separated places. As the work progresses Contractor shall establish bench marks giving exact levels of the floors.
4. The Contractor shall employ a licensed surveyor to layout the building, place permanent reference marks on batter boards, establish bench marks and give levels of floors to which all measurements shall be referred.
5. Before starting construction work the Contractor shall submit to the Consultant for approval three copies of a complete "Construction Stake Layout" of the building at all corners and angles.

6. Upon completion of foundation walls, the Contractor shall prepare and deliver to the Consultant three copies of a certified survey showing that all dimensions, elevations, and angles and the location of the building are in accordance with the Consultant's drawings.

GC-11 SUPERINTENDENCE AND EMPLOYEES

See Articles 28 and 29 of Agreement.

GC-12 LAWS AND ORDINANCES

The Contractor accepts the drawings and specifications and other contract documents, submitted by the Consultant on the basis that such drawings, specifications and other Contract Documents do not constitute a release of responsibility on the part of the Contractor to know and supervise the actual construction in all its parts so that such construction complies with all legal regulations. The Contractor shall be held to be both responsible and accountable for any damage which the Owner may suffer as a result of non-compliance with any or all legal regulations.

The work shall be performed by the Contractor, in all respects, in strict conformity to all laws, rules, regulations, requirements and ordinances of the federal, state, county, and Village governments and all departments and bureaus thereof, and of the National Fire Protection Association.

Compliance with the foregoing requirements shall not relieve the Contractors of any other of their obligations under this Contract.

GC-13 ACCIDENTS

Whenever a serious or fatal accident occurs at the site during construction, the Contractor shall immediately notify the Village and cause an investigation to be conducted at once into the causes of such accident and full testimony taken with photographs, tests, etc., to determine completely the causes thereof.

GC-14 PERMITS

See Article 4 of Agreement.

GC-15 SUBMISSION OF SHOP DRAWINGS

Where the nature of the work of the contract makes it necessary, or where so required by the Consultant, Contractor shall submit scale and full size shop drawings of work for the approval of the Consultant. The shop drawings shall be complete in every detail including

provisions required of various trades, connections with other work, all cutting, fitting and drilling required and any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes.

Contractor shall thoroughly check all Contract drawings of the various trades for measurements, sizes of members, materials and details to make sure that they conform to the intent of the plans and specifications and for any and all other Contract requirements. Drawings found to be inaccurate or otherwise in error shall be made correct. Shop drawings prepared by or under supervision of the Contractor shall be checked for accuracy and Contractor requirements by the Contractor before being forwarded to the Consultants. Shop drawings not so checked and noted will be returned to the Contractor submitting them without being examined by the Consultants.

All measurements shall be verified at the Building.

All shop drawings submitted by the Contractors which involve a change at variance with contract drawings shall be noted by the Contractors by advising the Consultant in writing as to the recommended change and the reason therefor.

Shop drawings shall be submitted to the Consultant in quadruplicate plus one reproducible sepia print. When corrections are necessary, two corrected copies will be returned to the Contractor and the Contractor must revise the drawings and again submit them in quadruplicate to the Consultants, repeating the process until the drawings are complete and correct to the satisfaction of the Consultants, when a "Final" approved copy will be returned to the Contractor, and three copies retained by the Consultants.

The Contractor shall provide approved copies for the use of the various trades at the site.

No work shall be done until drawings are approved as herein stipulated.

Shop drawings shall be submitted without fail in time to permit correction, re-submission and final approval, as herein specified, without causing any delay in the construction of any work in the building. The Contractor shall begin the preparation of shop drawings as soon as possible after the signing of the Contract.

The Contractor shall call the Consultant's attention to any changes by the use of a large rubber stamp, or by large letters on shop drawings.

GC-16 APPROVAL OF SHOP DRAWINGS

The Consultant will check and approve submitted shop drawings as an aid to the contractors, but approval of drawings by the Consultants shall not relieve the Contractors of their responsibility for the proper performance of the work covered by the Contract.

Shop drawings will be checked for design and general arrangement only.

GC-17 SAMPLES

Where required in the specifications for the various trades or otherwise required by the Consultant, samples of any material to be used and of the finish to be applied in the work, shall be submitted by the Contractor for approval. Samples shall be of such a nature as to fully illustrate the character of the finished work or as may be more fully described in the trade specifications.

Samples shall be submitted in triplicate and each sample shall be marked with the name and number of the project and a notation as to its intended placement. Written approval shall be obtained, and the work furnished shall conform strictly to the samples approved by the Consultant. No approval of a sample shall be taken in itself to change or modify any of the requirements of the Contract.

GC-18 TEMPLATES AND PATTERNS

Templates and patterns shall be prepared and provided as required for the proper execution of the work under this Contract, by the various trades.

GC-19 MATERIALS AND APPARATUS

See GC-21.

GC-20 INSPECTION

For the purpose of inspection, the Owner, the Consultant, and their representatives, shall at all times, have access to the work, wherever it is in preparation or progress, and the Contractors at their expense, shall provide proper facilities for such access and for inspection; but such right of inspection, and any actual inspection, shall, in no way, relieve the Contractors from the performance of their work in accordance with the contract drawings and specifications or from any other duty, obligation or liability imposed upon them by the Contracts.

The fact that material has been accepted by the Consultant at the shop or wherever the work is in preparation or progress, shall not prevent its rejection under the provisions hereof at the building either before or after its installation if material is not in accordance with the drawings and specifications.

When ever so required by the Consultant, the Contractors shall render a detailed report of the condition of the work in the shop or at the site.

GC-21 SUBSTITUTION OF EQUIPMENT OR MATERIALS

1. Unless otherwise specified, all materials and equipment incorporated in the work under these Contracts shall be new.
2. Whenever proprietary references are made in the technical Specification, the use of manufacturer's or brand names are intended to establish a standard of type, quality and function of the required material or equipment. Where several of such proprietary references are given for any item of material or equipment, at least one will include a specific catalog number or other identifying designation. The products of the other listed manufacturers must, in the opinion of the Consultant, be equivalent to the other the product so identified. The fact that one or more of the other manufacturers listed does not provide material essentially meeting the standards of the referenced manufacturer of other Specifications, requirements shall not relive the Contractor of responsibility for providing materials complying with such requirements. The fact that manufacturers names are specified for any item shall not be construed as implying that such item need not comply with any additional performance, construction or other requirements specified for the item. In all cases, the Specification requirements shall take precedence over the manufacturer's standard.
3. Whenever reference is made in the Specifications to any articles, devices, products, materials, fixtures, forms or types of construction by manufacturers' names, makes or catalog numbers, the products of such manufacturers shall be used, except that during a twenty-one calendar day period starting with the date stipulated by the Village to commence work in accordance with the Agreement, Article 8, requests for substitutes may be proposed to the Village. This period for submitting requests for substitutions will be strictly enforced. Such requests shall conform to the following requirements:
 - a. Requests for substitutions will be received and considered from Prime Contractors only and not from manufacturers, vendors, suppliers, subcontractors or other parties.
4. Only those products originally specified and/or added by approved requests for substitutions submitted in accordance with the preceding paragraph may be used in the work. Whenever requests for substitutions are approved, it shall be understood that such approval is conditional upon

strict conformance with all requirements of the Contract and further subject to the following:

- a. Any material or article submitted for approval in accordance with the above procedure must be equal, in the sole opinion of the Village, to the material or article specified. It must be readily available in sufficient quantity to prevent delay of any work, inspection or test; it must be available in reasonably equivalent range of colors, textures, dimensions, gauges, types and finishes as the material or article specified; it must be equal to the specified item in strength, durability, efficiency, serviceability, ease and cost of maintenance; it must be compatible with the building design and not necessitate design modifications by the Consultant; its use must not impose additional work on, or require changes in, the work of any other Contractor or Vendor without the written agreement of such Contractor or Vendor.
 - b. Request for all substitutions shall be accompanied by all information needed for the Consultant to make an evaluation, including manufacturer's brand or trade names, model numbers, description or specification of item, performance data, test reports, samples, history of service, and other data as applicable.
 - c. The Consultant reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required color of design.
 - d. All requests for substitutions of materials or other changes from the contract requirements, shall be accompanied by an itemized list of all other items affected by such substitution or change. The Village shall have the right, if such is not done, to rescind any approvals for substitutes or changes and to order such work removed and replaced with work conforming to requirements of the Contract, all at the Contractor's expense; or to assess all additional costs resulting from the substitution to the Contractor.
5. Requests for Substitutions after the period stipulated in paragraph "3" will not be accepted for evaluation except in case of strikes, discontinuance of manufacture or other valid reason whereby the specified products or those approved in accordance with paragraphs "3" and "4" are unobtainable. In such case the Contractor shall provide substantial proof that the acceptable

products are unavailable and may propose a substitute provided it is fully equal, in the Village's opinion, to those specified or approved in accordance with paragraphs "3" and "4". Request for such substitutions will be evaluated by the Village in accordance with requirements hereinbefore specified in paragraph "4", (a) through (d).

6. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's printed instructions, unless otherwise specified.

GC-22 PROTECTION AGAINST VANDALISM, THEFT OR MALICIOUS MISCHIEF

The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse any subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

GC-23. CORRESPONDENCE AND COMMUNICATION

Except as otherwise provided by the terms of this Contract, all correspondence and other written communications relating to the Contract, shall be addressed to the Village.

GC-24. TAXES

Under Chapter 513 of the Laws of New York, 1974, all materials and supplies sold to a contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Incorporated Village of North Hills are exempt from the payment of New York State Sales or compensatory use taxes.

Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

GC-25. INSURANCE

1. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect Contractor from claims set forth below which may arise of or result from the Contractor's operations under the Contract, whether such operations be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
4. Claims for damages insured by usual personal injury liability, coverage which are sustained a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or b) by any other person;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required above shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater, in the following amounts:

7. Workers' Compensation

a. State:	Statutory
b. Applicable Federal	Statutory
c. Employer's Liability:	\$500,000 minimum
d. Benefits Required by Union labor contracts:	As applicable
8. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury: Minimum Amounts \$5,000,000/\$10,000,000
 - b. Property Damage: Minimum amounts \$1,000,000/\$2,000,000
 - c. Products and Completed Operations to be maintained for 2 years after final payment.
 - d. Property Damage Liability Insurance will provide X, C and U coverage.
9. Contractual Liability:

- a. Bodily Injury: Minimum amounts
\$5,000,000/\$10,000,000
 - b. Property Damage: Minimum amounts
\$5,000,000/10,000,000
10. Personal Injury, with Employment Exclusion deleted:
- a. \$5,000,000/\$10,000,000

Certificates of Insurance, and any appropriate endorsements, acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Thee Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the Owner.

2. OWNER'S LIABILITY INSURANCE

The Owner shall be named as an additional insured in all Comprehensive General Liability and Personal Injury policies listed in item 1(8) above. The Owner shall otherwise be responsible for purchasing and maintaining its own other liability insurance and, at Owner's option, may purchase and maintain such other insurance as will protect Owner against claims which may arise against it from operations under the Contract.

3. PROPERTY INSURANCE

Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, the Subcontractors and Sub-subcontractors in the Work.

Any loss insured under the foregoing paragraph is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, and shall require each Subcontractor to make payments to Sub-subcontractors in similar manner.

The Owner and Contractor waive all rights against a) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and b) the Consultant and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner.

If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

4. LOSS OF USE INSURANCE

The Owner, at Owner's option, may purchase and maintain such insurance as will insure Owner against loss of use of Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of Owner's property, including consequential losses due to fire or other hazards however caused to the covered by insurance under this paragraph.

Part 25 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

25.01 Work covers supplying and installing of all Mechanical and Electrical Systems, if applicable.

25.02 Contractor's duties: Except as specifically noted, provide and pay for:

- a. Labor and materials
- b. Tools and equipment
- c. Supervision and services necessary for proper execution and completion of the Work.

25.03 Pay legally required taxes.

25.04 Secure and pay for, as necessary for the proper execution and completion of Work and as applicable at time of receipt of bids:

- a. Permits
 - b. Filing fees.
- 25.05 Comply with requirements of the Owner of the building.
- 25.06 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of Work.
- 25.07 Promptly submit written notice to Village of observed variance of Contract Document's from legal requirements. It is not Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations.
- a. Appropriate Modifications to Contract Documents will adjust necessary changes.
 - b. Assume responsibility for Work known to be contrary to such requirements where notice has not been submitted.
- 25.08 Enforce strict discipline and good order among employees. Do not employ on Work:
- a. Unfit persons.
 - b. Persons not skilled in assigned task.

Part 26 CONTRACTS

- 26.01 Complete the work under a single fixed-price for each separate contract.

Part 27 CONTRACTOR'S USE OF PREMISES

- 27.01 Contractor shall limit use of the premises for work and for storage to allow for work by other contractors as directed by the Consultant.
- 27.02 Coordinate use of premises under direction of Consultant.
- 27.03 Assume full responsibility for the protection and safekeeping of Products under this Contract stored on the site.
- 27.04 Move any stored products, under Contractor's control, which interfere with operations of the Owner of other contractors as directed by the Consultant.
- 27.05 Obtain and pay for the use of additional storage or work areas needed for operation.

- 27.06 Do not unreasonably encumber space with materials.
- 27.07 Do not load structure with weight that will endanger structure.
- 27.08 Limit use of site for work and storage to areas designated, unless specific areas are allowed in writing by the Owner's representative.

Part 28. PROJECT COORDINATOR

- 28.01 One person on the Contractor's staff shall be identified as the Project Coordinator and shall be responsible for Contractor's work.
- 28.02 Telephone calls and correspondence shall be directed to the Consultant with duplicate information sent to the Engineer.

Part 29 SCOPE

- 29.01 Mechanical and Electrical:
 - a. Unless work is specifically excluded under "Related Work of Other Sections", the Contractor shall provide all materials and labor as may be necessary to provide the complete installation intended.

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FORM OF BID BOND

Important: The Bidder shall instruct the Surety Company to follow the exact language of this form as any omission, addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned _____, as Principal; and _____ as surety, are hereby firmly bound unto the Incorporated Village of North Hills in the penal sum of ten (10%) per cent of the contract price) _____ dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to the Incorporated Village of North Hills a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the portions of work, labor and materials required for police station improvements, with respect to the following portions of the project (strike out inapplicable portions): (A) general construction, (B) plumbing, (C) mechanical (HVAC), (D) electrical.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal without the consent of the Incorporated Village of North Hills for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

- A. When notified by the Village, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and
- B. Furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respect to the Village; and
- C. In all respects perform the agreement created by the acceptance of said proposal as provided in the invitation to bid and terms of contract and specifications and entire proposal incorporated herewith and made a part hereof; or if the Incorporated Village of North Hills shall reject the aforesaid proposal for a reason other than the principal's failure to satisfy the Village that principal has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations:

- A. In the event that the principal fails to submit a financial statement when required by the Village or in the event that an examination of the principal indicates to the Village that the principal does not meet the financial requirements approved by the Village, the undersigned, will, upon demand, pay to the Incorporated Village of North Hills as liquidated damages for the principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.
- B. In case the principal shall default in the performance of any other obligation under said proposal, the undersigned will upon demand pay to the Incorporated Village of North Hills the full amount of the damages sustained by the Incorporated Village of North Hills by reason of such default.
- C. It is expressly understood and agreed that the liability of the surety or sureties for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

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

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

Signed, sealed and delivered
in the presence of _____
(L.S.)

_____ (L.S.)

_____ (L.S.)

(Corporate seal of
Contractor if a
Corporation)

Contractor

by _____

Surety (L.S.)

by _____
Title of Officer

(Corporate seal of Surety)

Attest:

Title of Officer (L.S.)

(Acknowledgment by Contractor)

STATE OF :
: ss
COUNTY OF :

On the ___ day of _____, 2019, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____ County, State of _____.

Notary Public

(Acknowledgment by Surety)

STATE OF :
: ss
COUNTY OF :

On the ___ day of _____, 2019, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____ County, State of _____.

Notary Public