

**VILLAGE OF PELHAM
WESTCHESTER COUNTY, NEW YORK**

**Contract # 2015-02
“Drainage Improvements on Irving Place and Nyac
Avenue”**

**Bid Deadline:
10:00 A.M. MONDAY, OCTOBER 19, 2015**



Proposals are due to:

Robert Yamuder, Village Administrator
Village Hall
195 Sparks Avenue
Pelham, NY 10803

Phone: 914-738-2015 / Fax 914-738-7381
E-Mail: robert.yamuder@pelhamgov.com

Village of Pelham, NY
Contract # 2015-02 – Drainage Improvements on Irving Place and Nyac Avenue

Table of Contents:

<u>Section</u>	<u>Page No.</u>
Table of Contents	2
SECTION A: PUBLIC NOTICE TO BIDDERS	3
SECTION B: INSTRUCTIONS TO BIDDERS	4-7
SECTION C: DECLARATIONS	8-10
SECTION D: BID PROPOSAL FORM AND PROJECT LIMITS MAP.....	11-13
SECTION E: NON-COLLUSIVE BIDDING CERTIFICATION	14-15
SECTION F: EQUAL EMPLOYMENT OPPORTUNITY	16
SECTION G: CERTIFICATE OF SURETY	17
SECTION H: INDEMNIFICATION AGREEMENT	18
SECTION I: AGREEMENT	19-21
SECTION J: INSURANCE.....	22-24
SECTION K: PERFORMANCE BOND.....	25-27

Section A
Notice to Bidders; Village of Pelham, NY

NOTICE TO BIDDERS
REQUEST FOR SEALED BIDS

CONTRACT # 2015-02: DRAINAGE IMPROVEMENTS ON IRVING PLACE AND
NYAC AVENUE

VILLAGE OF PELHAM
WESTCHESTER COUNTY, NEW YORK

A request for sealed Bids is made for the following work:
Contract # 2015-02 – Drainage Improvements on Irving Place and Nyac Avenue

Bids will be received at the Village Administrator's Office, 195 Sparks Avenue, Pelham, NY until 10:00 a.m. E.S.T. on Monday, October 19, 2015, when bids will be publicly opened and read. No proposals will be accepted after the deadline.

This is a lump sum contract to include all work and material to construct drainage improvements to portions of Irving Place from the existing catch basin approximately 400' west to Highbrook Avenue and Nyac Avenue midblock approximately 300' south to Second Street (Map attached).

All work must be completed by November 20, 2015. A copy of the contract documents may be obtained at the Office of the Village Administrator, on or after Friday, October 9, 2015.

Bids shall be accepted only on the complete proposal package from the Village. Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Pelham, 195 Sparks Avenue, Pelham, NY, 10803, and endorsed, "Contract # 2015-02 – Drainage Improvements on Irving Place and Nyac Avenue".

The Village of Pelham reserves the right to reject any and all Items bid, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Village to do so.

Contract Documents may be examined at the Office of the Village Administrator at Village Hall, 195 Sparks Avenue, Pelham, New York 10803, on or after Friday, October 9, 2015. Contract documents are available at no charge electronically at www.pelhamgov.com or by sending a request via email to Robert Yamuder at Robert.Yamuder@Pelhamgov.com.

All technical questions should be directed to Robert Yamuder, Village Administrator at (914) 738-2015.

Publication Date: Friday, October 9, 2015
Village of Pelham, New York
Terri Rouke, Village Clerk

Section B Instruction to Bidders

1. Documents:

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

1. A bound copy of these contract documents; and
2. Addenda (if any).

Bidder is responsible for examining the site(s) and familiarizing him/herself with the conditions of the work locations prior to the submission of a bid.

2. Bids:

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

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

Attention: Village Administrator, Robert Yamuder
195 Sparks Avenue
Pelham, NY 10803

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

3. Qualifications of Bidders:

The Village of Pelham may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Village reserves the right to reject any bid if the evidence submitted by a Bidder or the 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 within the time frame designated.

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

4. Conditions of Work:

Each Bidder must inform themselves fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site.

Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Documents and all other expenses incidental thereto. Local and State sales taxes shall not be included in this bid, since the Village of Pelham is a tax exempt entity.

5. Progress of Work:

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

All work must be completed by Friday, November 20, 2015

6. Addenda and Interpretation:

Every request for information or interpretation of Bidding Documents and/or Specifications and Requirements must be addressed in writing to Robert Yamuder, Village Administrator, 195 Sparks Avenue, Pelham, New York, 10803, and to be given any consideration must be received at least two (2) business days prior to the bid opening deadline. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed or faxed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Receipt of Addenda shall be noted on the Bid Form. The Village will not be responsible in any manner for a verbal answer to any inquiries regarding the meaning of the drawings or specifications given.

7. Insurance Required:

The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in Section J.

- a. Worker's Compensation;
- b. Public Liability;
- c. Automotive -- (each Vehicle insured for Public Liability and Property Damage);
- d. Owner's and Contractor's Protective Liability;
- e. Property Damage; and
- f. Unemployment Insurance.

A Hold Harmless Agreement is also attached hereto and made a part of this contract.

8. Form of Agreement:

The form of the agreement is included in these documents in Section E. Bidders should note that Performance Bonds are required after the contract is awarded and executed.

9. Award:

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the New York State General Municipal Law. The Village of Pelham reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Village further reserves the right to reject any or all bids.

10. Sales Tax Exemption:

Under Chapter 513 of 1974 of the Laws of New York State all materials and supplies sold to a Contractor for use as an integral, component part of a structure, building or real property owned by an exempt organization, such as the Village of Pelham, are exempt from the payment of New York State Sales or Compensatory Use Taxes. The Contractor shall not include any amount in his bid price to cover sales taxes for the above items.

11. Required Submissions:

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

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

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

b. **No-Conflict Statement:**

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

12. Affirmative Action Requirements:

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

**Section C
Declarations**

Drainage Improvements on Irving Place and Nyac Avenue
Village of Pelham
Westchester County, New York

Bid Submitted by: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

To: The Village of Pelham
Village Administrator's Office
195 Sparks Avenue
Pelham, New York 10803

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders, the Contract Documents for the above entitled matter and work, and have examined the site(s).
2. I/We do hereby offer and agree to furnish all labor and materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the related documents. I/We will furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore within one (1) week after the contract is awarded, containing all terms, conditions, provisions and covenants necessary to complete the work according to the Contract Documents. If I/We fail to execute said contract within said period of time, the Village of Pelham shall have the power to rescind the award and award the bid and contract to the next lowest responsible bidder.
5. I/We declare and agree to commence work with the scheduling of crews as soon as possible after execution of the Contract and to complete the work fully and in every respect on or before the time specified in said Contract and do authorize the Village, in case of failure to complete the work within the specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We hereby affirm that by submission of this Bid, each bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its organization, under the penalty of perjury, that to the best of knowledge and belief:

- (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
 - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (c) no attempt has been made or will be made by the Bidder to induce any person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition; and
 - (d) no member of the Village Board, or officer, or employee of the Village of Pelham, or person whose salary is payable in whole or in part by the Village is or shall become interested as a contracting party, partner, stockholder, surety, or otherwise, in this Bid or in the performance of this Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said period of forty five (45) days the Village of Pelham will accept or reject this proposal, or this period may be extended upon mutual agreement.
 8. I/We declare that if this is a Corporate Bid I/We have been duly authorized to act as the Signatory on this proposal on behalf of this Corporation.
 9. I/We affirm, under penalty of perjury, that all statements in this proposal are true and correct.
 10. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work.
 11. I/We hereby agree that upon award of the bid, Contractor shall supply the Village of Pelham with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section J).
 12. All work shall be completed by November 20, 2015.

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

Legal Name of Bidder, Partner or Corporate Officer:

By: _____

Corporate Seal
(if incorporated)

Bidder Acknowledges receipt of Addenda as follows:

Addendum 1: Signature _____

Addendum 2: Signature _____

Addendum 3: Signature _____

Addendum 4: Signature _____

Note: This page does not need to be signed, if no addenda are issued by the Village of Pelham.

Section D
Bid Proposal Form – Contract # 2015-02
Drainage Improvements on Irving Place and Nyac Avenue

Village Administrator
195 Sparks Avenue
Pelham, New York 10803

Dear Sir:

We propose to provide the work in accordance with the Contract Documents. The Village Administrator will have final say in determining the location of all work to be performed as follows:

This is a lump sum contract to include all work and material to construct drainage improvements to portions of Irving Place from the existing catch basin approximately 400' west to Highbrook Avenue and Nyac Avenue midblock approximately 300' south to Second Street.

Nyac Avenue – Limits are 300 feet from 142 Nyac Avenue to Second Street as follows:

1. Mobilize to site.
2. Sawcut trenches.
3. Excavate and install Catch Basin.
4. Excavate and install 300 feet of 8 inch HDPE drain pipe tying into existing catch basin at the intersection of Second Street.
5. Connect owner's pipe to new catch basin.
6. Install 6 inches of 3/4" gravel base.
7. Backfill over HDPE pipe with 1 foot of sand.
8. Backfill 6 inches of Item 4 stone.
9. Backfill remaining trench with K-crete.
10. Re-install existing stone curbing.
11. Install 8 inch asphalt binder course.
12. Mill 1 foot over cut.
13. Permanently restore pavement with 2 inch asphalt top course.
14. Seal pavement joints.
15. Restore grass areas.
16. Permits and fees.

Lump Sum Price for Nyac Avenue \$ _____

Alternate Work Items (if required and approved):

Rock Removal (cost per day) \$ _____

Irving Place – Existing catch basin approx. 400' west to Highbrook Avenue:

1. Mobilize to site.
2. Sawcut trenches.
3. Excavate and install 400 feet of 8 inch HDPE drain pipe tying into existing catch approx. 400' west to the existing catch basin on Highbrook Avenue.
4. Connect pipe to existing catch basins.
5. Install 6 inches of 3/4" gravel base.
6. Backfill over HDPE pipe with 1 foot of sand.
7. Backfill 6 inches of Item 4 stone.
8. Backfill remaining trench with K-crete.
9. Re-install existing curbing.
10. Install 8 inch asphalt binder course.
11. Mill 1 foot over trench cut.
12. Permanently restore pavement with 2 inch asphalt top course.
13. Seal pavement joints.
14. Restore grass areas.
15. Permits and fees.

Lump Sum Price for Irving Place \$ _____

Alternate Work Items (if required and approved):

Rock Removal (cost per day) \$ _____

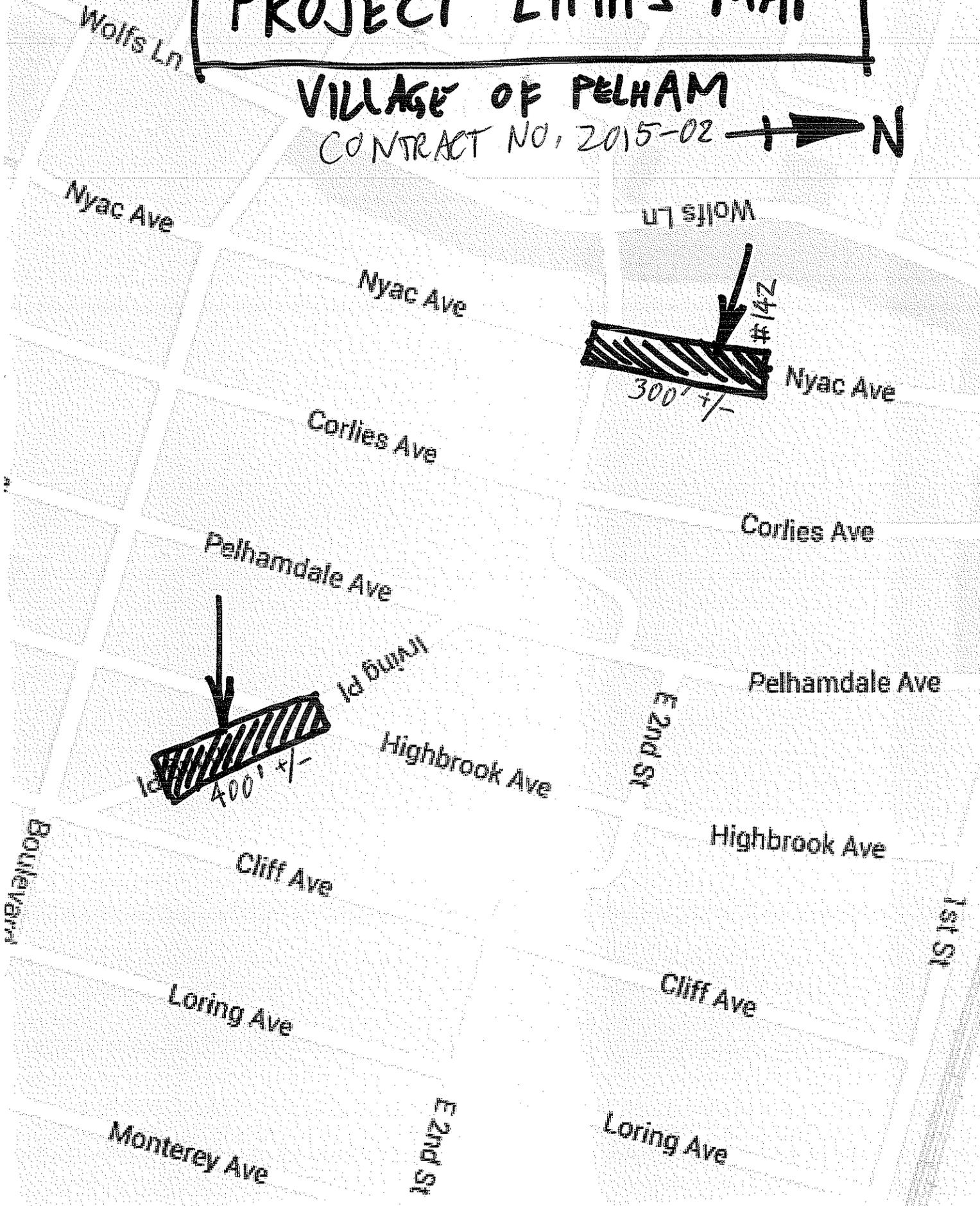
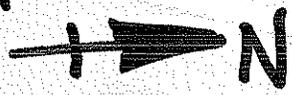
Grand Total Lump Sum Price for Nyac Avenue and Irving Place: \$ _____
(without Alternative Work Items)

Grand Total in Written Words

PROJECT LIMITS MAP

VILLAGE OF PELHAM

CONTRACT NO. 2015-02



Wolfs Ln

Nyac Ave

Nyac Ave

#142

Nyac Ave

300' +/-

Corlies Ave

Corlies Ave

Pelhamdale Ave

Pelhamdale Ave

400' +/-

Highbrook Ave

E 2nd St

Highbrook Ave

Cliff Ave

Cliff Ave

Loring Ave

Loring Ave

Monterey Ave

E 2nd St

Boulevard

1st St

Section D (continued):
Bid Proposal Form – Drainage Improvements (continued):

Date: _____

Firm/Business Name: _____

Address (Street/City/Zip): _____

Signature: _____

Print Name and Title: _____

Phone: _____

Notes:

The Village of Pelham reserves the right to reject any and all Items bid, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if in the Village's best interest.

The Total Bid shall be the lump sum total of each location.

Contractor shall be responsible to call out a Code 753 Utility location request prior to the start of work.

Section E
Non-Collusive Bidding Certification

In accordance with Section 103-d of the New York State General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof or to a fire district or any agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed to by the bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

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

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

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

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

Note: Form of Resolution on next page.

RESOLUTION

BE IT RESOLVED that _____
(Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the project entitled:

Contract # 2015-02 – Drainage Improvements on Irving Place and Nyac Avenue

It shall be Contractor's responsibility to notify any utilities to clear obstructed branches from utility lines, and to coordinate with the Pelham Public Works Department and Police Department for any and all traffic control, which shall be augmented by Contractor's employees.

Contractor will include in such bid or proposal the certificate as to non-collusion required by section One Hundred and Three d (103-d) of the New York State General Municipal Law as the act and deed of the corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by:

(Name of Corporation)

at a meeting of the Board of Directors held on the _____
(Date)

(Corporate Seal)

Secretary _____

Name and Title: _____

Laws of New York State, 1965
Chapter 751, Section 103-d, as amended
effective September 1, 1966.

Section F
Certification of Bidder Regarding
Equal Employment Opportunity

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

Certification of Bidder by

Corp. Name: _____

Address: _____

City/State/Zip Code: _____

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

_____ Yes _____ No

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

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

_____ Yes _____ No

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

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

_____ Yes _____ No

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

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

Signature: _____

Name and Title of Signer: _____

Section G

CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of

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

Surety bonds for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that we will be surety for on each bond is:

Surety Company or Agent

By

Witness

The terms of the Surety Company for furnishing the bond are hereby accepted.

Name of Bidder

Witness

By _____
(signature)

Title

Section H

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend indemnify and hold the Village of Pelham and any agents, officers, employees and consultants of any of them; free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof: without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons of damage to property caused by resulting from the sole negligence of Owner, or its employees.

SIGNED AND SEALED this _____ day of _____, 2012

In the presence of: _____ (Seal)
PRINCIPAL

WITNESS

TITLE

**Section I
Agreement**

Contract # 2015-02 – Drainage Improvements on Irving Place and Nyac Avenue
Village of Pelham
Westchester County, New York

THIS AGREEMENT made this _____ day of October, 2015, by and between:

* Strike out the two terms that do not apply.

Corporation organized and existing under the laws of the state of _____

Partnership consisting of _____

Individual trading as _____

Hereinafter called "The Contractor" and the Village of Pelham, NY, hereinafter called "The Village."

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

Article 1. Statement of Work

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

Contract # 2015-02 – Drainage Improvements on Irving Place and Nyac Avenue

Article 2. The Contract Price

The Village will pay the Contractor for the performance of the Contract in current funds, for the total work performed as stated in the lump sum bids for the respective items of work completed subject to additions and deductions as provided in the section on changes in the work in the General Conditions.

Article 3. Contract Documents

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

- Notice to Bidders;
- Instructions to Bidders;
- Declarations;
- Bid Proposal;
- Addenda (if any);

- Non-Collusive Bidding Certification and Resolution;
- Equal Employment Opportunity Certification;
- This Agreement;
- Certificate(s) of Insurance and Hold Harmless Agreement;
- Signed copy of Bid, with all attachments required for bidding.

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

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

(Contractor's Signature) _____

Print Name: _____

Title: _____

(Administrator's Signature) _____
 Robert Yamuder, Village Administrator

STATE OF NEW YORK }
COUNTY OF WESTCHESTER } SS.:
VILLAGE OF PELHAM }

On the _____ day of _____, 2015, before me personally came

Robert Yamuder to me known, who, being by me duly sworn, did depose and say that he is the Village Administrator of the Village of Pelham, New York, the municipal corporation described herein, and which executed the foregoing instrument: that he knows the seal of said Village; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Trustees of the said Village; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK }
COUNTY OF WESTCHESTER } SS.:
VILLAGE OF PELHAM }

On the _____ day of _____, 2015, before me personally came

_____ to me known, who, being by me duly sworn,

did depose and say that he resides at _____; that he

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

Notary Public

SECTION J
INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Village of Pelham and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.

- a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- b. Public Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverages:
 - (1) Premises - Operations;
 - (2) Any deductibles shall not be the liability of the Village of Pelham, New York
- c. Automobile Liability Insurance with a single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverages for:
 - (1) Owned automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
- d. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that Village of Pelham is not responsible for premium.
- e. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the Village of Pelham.
- f. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractors and his subcontractors assessed against the Owner under the authority of said law.

2. All policies and certificates of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the Village of Pelham, NY for payment of any premiums or for assessments under any form of policy.
 - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to Village Administrator, Village of Pelham, 195 Sparks Avenue, Pelham, NY, 10803 by registered mail, return receipt requested.
3. All property losses shall be made payable to and adjusted with the Village of Pelham, NY.
4. All policies of insurance shall be acceptable to and approved by the Village Attorney prior to the inception of any work.
5. Other coverages may be required by the Village of Pelham, NY based on specific needs.
6. If, at any time, any of the said policies shall be or become unsatisfactory to the Village of Pelham, NY, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Village of Pelham, the Contractor shall promptly obtain a new policy, submit the same to the Village Administrator's Office for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Village of Pelham, NY, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
7. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the contractor shall furnish such additional security covering such claims.
8. The Contractor agrees to protect, defend, indemnify and hold the Village of Pelham, NY, and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in

materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Village of Pelham, NY for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Village or its employees.

HOLD HARMLESS AGREEMENT

RE: Performing work at _____

for _____

I / we _____, will indemnify and hold harmless the Village of Pelham, and it's officials, servants, agents or employees for any damages or personal injuries sustained by any myself or person or persons, performing work on Village of Pelham property where such claims do not arise from damage caused solely by the willful actions and or negligence of the Village of Pelham, it's officials, servants, agents and employees.

Signature

Date

Signature

Date

Section K
Performance Bond
(AIA forms are an acceptable substitute)

Know all men by these presents:

That _____

as Principal, hereinafter called Contractor, and _____
as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Pelham hereinafter called The Village in the amount of

_____ Dollars (\$ _____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Contractor has by written agreement dated _____, 2015, entered into a contract with The Village for

Contract # 2015-02 – Drainage Improvements on Irving Place & Nyac Avenue

Which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

Now, therefore, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of the guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Village.

Whenever Contractor shall be, and declared by the Village to be in default under the Contract, the Village, having performed Village's obligations there under, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions by another Contractor acceptable to the Village, said other Contractor to act as an agent for the Surety, or
- 2) Obtain a Bid or Bids for submission to the Village for completing the Contract in accordance with its terms and conditions, and upon determination by the

Village and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Village to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before one year has expired from the date on which guaranty under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Village of Pelham or its executors, administrators or successors.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to the authority of its governing body.

In the presence of:

Witness/Notary

(Principal Signature)

*Print name and title

(Principal Seal)

(Business Address)

City, State, Zip Code

(Surety Signature)

Witness/Notary

*Print name and title

(Surety Seal)

(Business Address)

City, State, Zip Code

Countersigned
by:

* Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to
Performance Bond.