

Information to Bidders:

**SUPPLY AND LAYING OF  
BITUMINOUS ASPHALT PRODUCTS  
TO STREETS IN THE VILLAGE OF  
HORSEHEADS, NY**

**2024**

**OWNER:**

**VILLAGE OF HORSEHEADS**

# **BITUMINOUS ASPHALT PRODUCTS – 2024**

## INVITATION FOR BIDS

The Village of Horseheads, New York invites sealed proposals (bids) for performance of a contract for supply and application of bituminous asphalt products to be delivered and laid upon Village streets through approved paving equipment, machines and apparatus, all according to specifications of the Village of Horseheads.

Bids will be received at the Office of the Village Manager in the Horseheads Village Hall, 202 South Main Street, Horseheads, NY **until 10:00 a.m. local time on May 1<sup>st</sup>, 2024** and at said time and place, publicly opened and read aloud. All bid prices must include labor and materials as set forth and be effective through December 31, 2024 .

Lists, plans and specifications of streets to be paved may be examined at the Horseheads Village Hall, 202 South Main Street, Horseheads, New York.

**Sealed bids should be marked "Bids for Bituminous Asphalt Products – 2024."**

Copies of the proposal form and specifications may be obtained by prospective bidders, sub-bidders and material suppliers at the Village Hall without deposit.

Attention is called to Section 220 of the Labor Laws and to the schedule of minimum hourly wages established for this project by the New York State Department of Labor, **Prevailing Wage Schedule #2024003708, dated March 27, 2024.**

No proposal will be considered unless received and on hand at the specified time, date and address at which proposals are to be opened and properly identified in accordance with "Information to Bidders". Proposals must be made upon and in accordance with the form which will contain accompanying instructions to bidders and the copy of the specifications for said work. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof, but may withdraw it at any time prior to the scheduled closing time for reception of bids.

The Village of Horseheads reserves the right to accept or reject any or all bids and to re-advertise for new bids. The Village further reserves the right to waive any informalities in connection with any bid. The Village reserves the right to add, subtract and otherwise modify the tentative list of Village streets to be paved, or portions thereof.

BY ORDER OF THE VILLAGE  
BOARD OF TRUSTEES

Dated: April 8, 2024

## I. INSTRUCTION TO BIDDERS

### RECEIPT AND OPENING OF BIDS

The Village of Horseheads, New York (hereinafter called the Owner) invites bids on forms provided. Bids will be received by the Owner at the Office of the Village Manager in the Horseheads Village Hall, 202 South Main Street, Horseheads, NY 14845, on \_\_\_\_\_, 2024 at 10:00 am local time and then publicly opened and read aloud.

The Owner (Village of Horseheads) may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

No oral, telegraphic, or telephonic proposals or modifications will be considered.

### EXAMINATION

Bidders shall carefully examine the list of streets and specifications to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining same and the contract documents.

### QUESTIONS

Should the bidder find a discrepancy in or omission from the specifications, requirements for contract, bid form, Agreement or other Contract Document, or be in doubt as to their meaning, he shall submit all questions about the project, specifications, etc. to the Village Manager's Office in writing. Replies will be issued to all prime bidders of record as addenda and will become a part of the contract. The Owner will not be responsible for oral clarification. Questions received less than 7 days before bid opening cannot be answered.

### PROPOSALS

Proposals shall be made on unaltered proposal forms furnished by the Owner. Fill in with ink or typewriter all blank spaces and submit two copies. Proposals shall be signed with name typed below signature. Where bidder is a corporation, proposals must be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract.

### PERFORMANCE AND PAYMENT BONDS

It will be the Owner's option for the successful low bidder to obtain performance and labor and material payment bonds in which case the additional cost will be reimbursed to such bidder. The form of the bonds shall be with amounts shown on each bond equal to 100% of the total amount payable by the terms of the contract to the bidder.

### NOTIFICATION TO OWNER

Before submission of Bid or Proposal, the Bidder will notify Owner of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances or rules or items of work omitted. Owner will clarify any disagreement of the above by addendum.

### AWARD

It is the intent of the Owner to award the contract on the basis of lowest responsible bid taking into consideration the projected quantities of the various materials to be supplied, including full consideration of any alternates that may be included in the bid documents. The Owner reserves the right to waive any informalities or to reject any or all bids.

### EQUIVALENTS AND SUBSTITUTIONS

Where, in these specifications, certain kinds, types, brands or manufactures or materials are named, they shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal, and the contractor (also referred to as "Bidder") may select one of those items. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the specification, he shall indicate in writing prior to award of contract, what kind, type, brand, or manufacture is included in the base bid for the specified items, and when requested, submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications and such other information as may be required by the Owner. The Village Manager shall be the sole judge as to who and what is equal.

### CONTRACT FORM

The form of contract between the successful bidder and the Owner will be standard agreement attached hereto or a special agreement form that shall be drawn in accordance with the Village Attorney's requirements.

### QUALIFICATIONS OF BIDDERS

In determining the qualifications of bidders, the Owner will consider his record in the performance of any contracts into which he may have heretofore entered; and the Owner expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the sole and unilateral opinion of the Owner has not properly performed such contract or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to sub-contractors, materialmen or employees. The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract (also referred to as "Agreement") and to complete the work contemplated therein. Conditional bids will not be accepted.

## II. GENERAL CONDITIONS

The General Conditions of the Contract shall become a part of the contract and shall apply to all contracts and sub-contractors. Copies of the "General Conditions" may be examined or obtained at the Village Manager's office, same are attached and made a part hereof.

## III. SUPPLEMENTARY GENERAL CONDITIONS

The Supplementary General Conditions contains changes and additions to the General Conditions. If conflicts exist between the "Supplementary General Conditions" and the "General Conditions" then the "Supplementary General Conditions" shall govern. Where any part of the General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

### INSURANCE

(A) Bodily Injury Liability and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury and Property Damage Insurance as shall protect him, the Owner, and any sub-contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than:

1. Bodily Injury Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) for injuries, including wrongful death by one or more persons on account of one or more accidents.
2. Property Damage Insurance in an amount not less than two hundred and fifty thousand dollars (\$250,000.00) for damages on account of one or more accidents.
3. Automobile Bodily Injury and Property Damage Insurance in an amount not less than two million dollars (\$2,000,000.00) for combined injury and property damage including wrongful death by one or more persons on account of any one accident.

### LIENS; MATERIALMEN

Liens exceeding \$2,000: Upon receipt of a lien, the Contractor will be notified that no further payments will be made on the contract until the lien is discharged.

Liens \$2,000 or less: A sum which shall be one and one-half times the amount stated to be due in the notice of lien will be deducted from the current payment due the Contractor. The sum will be withheld until the lien is discharged.

Application for final payment must be accompanied by a "Release of Liens" form acceptable to the Owner.

The Contractor shall notify the Owner in writing, of the names, addresses and telephone numbers of all sub-contractors, materialmen, and lessees.

### SALES, MISC. TAX

The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties within the State of New York under existing laws and federal excise taxes having been assigned #A-140271 by the District Director of the Internal Revenue Service to make tax-free purchases under the provisions of Chapter 32 of the Internal Revenue Code relating to manufacturer's excise taxes. There is no exemption from the New York State Mileage Tax, Social Security Taxes, Unemployment Insurance and like taxes.

Sales taxes on all materials which will be incorporated into real property are not to be included in the Contractor's bid.

This exemption may not apply to purchases and rentals by Contractor of supplies, equipment, machinery and materials not incorporated into the project.

### SCHEDULE OF WAGES

The rates of wages determined by the New York State Department of Labor pursuant to the Labor Law are attached. This is intended to comply with the requirements of the Labor Law that a schedule of such wages so determined by the New York State Department of Labor or Fiscal Officer be incorporated in the specifications by the Owner.

There shall be paid each employee engaged to work on the project under this contract in the trade or occupation listed not less than the wage rate set opposite such trade or occupation.

This Prevailing Rate Case and Wages listed have been determined by the New York State Department of Labor, Bureau of Public Works, State Office Building, Albany, New York dated **March 27, 2024** and where contracts are not awarded within 90 days from the date of establishment of prevailing wage rate, a re-determination of the schedule shall be made.

In case it becomes necessary for the contractor or any sub-contractor to employ on a project, any person in a trade or occupation (except executive, supervisor, administrative, clerical or other non-manual work as such) for which no minimum wage rate is herein specified, the

contractor shall immediately notify the Owner, who will promptly thereafter furnish the contractor with the minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment. The contractor shall post at conspicuous points on the site of the project a schedule showing all determined wage rates and all authorized deductions, if any, from unpaid wages actually earned.

**WAGE RATE SCHEDULE CASE NO.: 2024003708**

**DATED: March 27, 2024**

COMMENCEMENT OF WORK

Inasmuch as some preparatory work is being done by Village personnel, the Contractor will coordinate and schedule all work subject to the approval of the Street Superintendent, including but not limited to the order of work and extent of the streets to be done.

## GENERAL CONDITIONS

### 1.01 Description of Item or Service Being Bid

Owner shall check one (see Section 1.04 hereof):

\_\_\_\_\_ Performance and payment bonds are required.

  X   Performance and payment bonds are not required at this time.

The Contractor shall supply all equipment, materials and labor necessary or required for the performance of a contract for supply and application of bituminous asphalt products to be delivered and laid upon Village streets through approved paving equipment, machines and apparatus, all according to specifications of the Village of Horseheads.

### 1.02 Commencement of Work

This pertains to bids for a construction or service contract. Upon execution and delivery of the Contract and the delivery of the required performance bonds (if any) by the Contractor (also referred to as "Bidder") to the Owner (also referred to as "Village" or "Village of Horseheads") and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work of the Contract (also referred to as "Agreement"). Unless otherwise provided, the Contractor, upon award of the Contract, shall immediately commence and continue to prosecute the work at all times without delay.

### 1.03 Contractor's Insurance

The Contractor and each subcontractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by subcontractors. Before commencing the work, the Contractor and each subcontractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Work shall not commence under this Contract until all insurances required hereunder and otherwise required by law are obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. All policies shall name the Owner as additional insured, and shall provide that as to the Owner the policy(ies) shall be primary coverage and any other insurance protecting the Owner shall be excess coverage. The Contractor will not allow any subcontractor to commence work on his subcontract until all similar insurance has been obtained and approved.

The kinds and amounts of insurance are as follows:



1.03 Contractor's Insurance (cont'd)

A. Liability and Property Damage Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
Each Person	Each Occurrence	Each Accident	Aggregate
\$2,000,000	\$2,000,000	\$250,000	\$250,000

All insurances required hereunder or arising during the policy period shall be furnished in the following specified types:

- 1) Contractor's Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.
- 2) Contractor's Liability Insurance issued to and providing coverage to each subcontractor for liability for damages imposed by law upon each subcontractor with respect to all work performed by said subcontractor under the Contract.
- 3) Contractor's Protective Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work under the Contract performed for the Contractor by subcontractors.
- 4) Protective Liability Insurance issued to and providing coverage to the Owner for all liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or by his subcontractors, including omissions and supervisory acts of the Owner.
- 5) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by contract upon the Owner for work performed on private land with respect to all operations under the Contract by the Contractor or by his subcontractors.
- 6) Completed Operations Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.

B. Automobile Insurance. Automobile public liability and property damage insurance covering all claims against the Contractor, each subcontractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
Each Person	Each Occurrence	Each Accident	Aggregate
\$300,000	\$500,000	\$100,000	\$300,000

1.03 Contractor's Insurance (cont'd)

- C. Compensation and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

1.04 Guarantee

The Contractor guarantees all the work and equipment furnished under the Contract against any defects in workmanship or materials for a period of one (1) year following the date of final acceptance of the work by the Owner. Under this guarantee, the contractor agrees to make good, without delay, at his own expense, any failure of any such parts due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. The Contractor also agrees that the Contractor's Bond provided for in the following paragraph shall fully cover all guarantees contained in this paragraph. Items replaced or rebuilt shall carry a one-year guarantee from the date of acceptance of the replacement or repairs.

1.05 Security for Faithful Performance (When Required in Specifications #1.01)

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond in the amount of at least equal to one hundred (100%) percent of the accepted bid or in the amount of \$ WAIVED, whichever shall be greater, as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety on each bond shall be a duly authorized surety company satisfactory to the Owner and shall remain in force for a period of one year following final acceptance of the work to be paid by the Contractor and shall be included in the Bid submitted. In lieu of a performance bond, the Village will accept a cash deposit equal to 100% of the bid, accompanied by an indemnity agreement, in a format to be approved by the Village Attorney.

1.06 Additional Security

If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such Bond shall cease to be adequate Security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor

shall be made until the new sureties shall have qualified.

#### 1.07 State Provisions - Worker's Compensation

Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall secure and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on this project at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and in the case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all the latter's employees to be engaged in such work.

#### 1.08 Insurance

Said policy(ies) shall cover as "additional insured" or, at the option of the Contractor as a co-insured with the Contractor, the Village of Horseheads and all employees or other representatives of each of them, both officially and personally without liability for premiums.

#### 1.09 Executory Clause

It shall be understood by and between the parties that this Agreement shall be deemed executory to the extent of the monies available to the Village of Horseheads for said purposes and no liability on account thereof shall be incurred by the Village of Horseheads beyond monies available for said purposes.

#### 1.10 Contractor Status

The relationship of the Contractor to the Village of Horseheads shall be that of an independent contractor. That the said Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Village of Horseheads by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the Village of Horseheads, including by not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

#### 1.11 Pertaining to General Municipal Law

The Contractor shall agree that Section 103-a and 103-b of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporations are made part hereof as though herein fully set forth.

#### 1.12 Assignment and Subletting

Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the Village of Horseheads first being obtained.

### 1.13 Nonwaiver

Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village of Horseheads from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

### 1.14 Default

Provided always, these entire agreements are upon this condition, that if Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 7 days after the Village has notified Contractor in writing of Contractor's default hereunder and the Contractor has failed to correct such default within said 7 days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the Village, or those having its estate

in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractor's and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

### 1.15 Rejection or Acceptance of Bid

The right is reserved by the Village to waive any irregularities or informalities in any proposal, to reject any or all proposals, to readvertise for proposals if desired, and to accept the proposal which, in the judgment of the Village is deemed the most advantageous for the public and the Village. Any bid proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant (bidder), or his refusal to enter into a contract with the Village, the Village reserves the right to accept the proposal of any other applicant without necessity of readvertisement.

### 1.16 License Requirement/Bidder Investigation

Contractor shall obtain and maintain continuously applicable state, county, local and federal licenses, permits, certificates, inspections, etc. The Village reserves the right to investigate thoroughly the finances, character, experience and record of each bidder and the final award will consider these aspects with the actual bid. The bidder (Contractor) shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

### 1.17 Contract Period

If applicable, and unless otherwise stated in the specifications, this bid may be accepted and work authorized by the Village for a one-year period and may be extended beyond the first year, for one additional year, at the same bid price, by the Village.

### 1.18 Weight/Volume Certification

Where materials are purchased by weight or volume, the supplier shall use scales or a metering system certified by the County of Chemung or the State of New York and the supplier shall furnish the Village with certified weight or volume tickets upon delivery of materials and as necessary and/or requested by the Village.

### 1.19 Miscellaneous Requirements

Each public work contract to which the Village is a party and which may involve the employment of laborers, workmen or mechanics, shall comply with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the extraordinary emergencies set forth in the Labor Law or where a dispensation is granted by the Commissioner of Labor. (See Section 220.2).

2. Each laborer, workman or mechanic employed by the Contractor or subcontractor shall be paid not less than the prevailing rate of wages at the time the work is performed, and shall be paid or provided not less than the prevailing supplements at the time the work is performed, as determined by the fiscal officer. If the prevailing rate of wages or the prevailing supplements change after the contract is let, each workman, laborer or mechanic shall be paid or provided not less than the new rates. (See Section 220.3).

3. The Contractor and every subcontractor shall post in a prominent and accessible place at the work site a statement of the current prevailing wage rates and supplements for the various classes of mechanics, workmen or laborers. Further, every contractor and subcontractor must submit to the Village a transcript of original payroll records within 30 days of the contract's issuance and every 30 days thereafter throughout the contract period. (See Section 220.3a).

4. No employee shall be deemed to be an apprentice unless individually registered in a program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his work force on any job under the registered program. Any employee who is not registered as above, shall be paid the prevailing wage rate for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the contract work. (See Section 220.3).

5. (a) No Contractor, subcontractor nor any person acting on his behalf shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. (See Section 220-e(a)).

(b) No Contractor, subcontractor, nor any person acting on his behalf shall, in any

manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex or national origin. (See Section 220-e(b)). NOTE: The Human Rights Law also prohibits discrimination in employment because of age, marital status or religion.

(c) There may be deducted from the amount payable to the Contractor under the contract a penalty of five dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. (See Section 220-e(c)).

(d) The contract may be cancelled or terminated by the Village of Horseheads, and all monies due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract. (See Section 220-e(d)).

### 1.20 Indemnity

The Contractor shall indemnify and hold the Village, its officers and employees harmless from and against any and all liability, claim, injury, damage, loss, expense, demand or action (including reasonable attorney's fees) on account of personal injuries, bodily injuries and death (including without limitations of the foregoing Worker's Compensation) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with the performance of this contract, regardless of whether such injury, loss, damage, etc. shall be caused by, or claim to be caused by, the negligence or other fault of the Contractor or of any subcontractor, or of the Village or of some other person, or by any agent or employee of any of the foregoing or by accident or otherwise. The Contractor shall, at his own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorney's and all other costs and expenses of any kind arising from any such liability, damage, loss, claim, demand and action.

### 1.21 Damages

The Contractor shall be solely liable for any and all damages to real or personal property arising out of or resulting from this project. The Contractor at his sole cost and expense shall forthwith repair all such damage and the Village shall not be obligated to make payment hereunder until the necessary repairs are fully completed.

### 1.22 Traffic Control

The Contractor shall conduct his operation in such manner as to cause as little interference as possible to vehicular traffic. Flagmen, lights, barricades, etc. shall be deployed or used as reasonably necessary and shall conform to the NYS Manual of Uniform Traffic Control Devices.

### 1.23 Compliance with Law

The Contractor shall comply with and fulfill all laws, orders, ordinances, rules and requirements of federal, state, and local governments, departments or bureaus including OSHA, NYS Department of Labor, etc.

#### 1.24 Permits

The Contractor shall obtain all permits, licenses, certificates, inspections, etc. that may be legally required in connection with the performance of the work or completion of the project.