

# Request for Proposals

## INVESTIGATIVE PROBES FOR VILLAGE HALL AND LIBRARY IN THE VILLAGE OF HASTINGS-ON- HUDSON

### SPECIFICATIONS

(Dated: 12/24/2021)

Proposal Opening Date:  
Friday, January 14, 2022  
10:00 A.M.

Village of Hastings-on-Hudson  
7 Maple Avenue  
Hastings-on-Hudson, NY 10706  
Tel: (914) 478-3400  
Fax: (914) 478-4624  
Website: [www.hastingsgov.org](http://www.hastingsgov.org)

**NOTICE TO BIDDERS**

The Village of Hastings on Hudson hereby invites the submission of sealed proposals for:

**INVESTIGATIVE PROBES FOR VILLAGE HALL AND LIBRARY IN THE VILLAGE OF HASTINGS-ON-HUDSON**

Proposals will be received until 10:00 A.M. on:

**Date**

January 14, 2022

By:

**Anthony Costantini**

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The scope of work includes investigative probes to provide information on the condition of the parapets, masonry and concrete structures, and concrete reinforcement and to allow for the documentation of the existing structural framing of the Village Hall and Library roofs and will be made available beginning on Friday, December 24, 2021 online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notice> or by sending an email to the Village Clerk at [ACostantini@hastingsgov.org](mailto:ACostantini@hastingsgov.org).

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: [www.bidnetdirect.com/new-york/hastings-on-hudson](http://www.bidnetdirect.com/new-york/hastings-on-hudson)

Proposals will be opened and read aloud January 14, 2022, at 10:00 A.M.

Awards will be made at a meeting to be held at a later date

Clearly label your package:

**INVESTIGATIVE PROBES FOR VILLAGE HALL AND LIBRARY IN THE VILLAGE OF HASTINGS-ON-HUDSON**

The Village of Hastings-on-Hudson reserves the right to reject any or all proposals.

Interested Proposers may submit questions in writing to [villagemanager@hastingsgov.org](mailto:villagemanager@hastingsgov.org) up to 4:00 PM on January 10, 2022.

Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notice> in the appropriate Bid Document file and distributed to all known bidders by 4:00 P.M. on January 12, 2022.

**INSTRUCTIONS TO PROPOSERS**

1. Proposals must be submitted on the attached set of forms. (Do not separate these sheets).
2. Each Proposer must state that no employee or member of the Village, and no spouse of such employee or member, is directly or indirectly interested in the proposal.
3. The proposal is to be enclosed and sealed in an envelope marked with the name of the proposer and "Proposal for: INVESTIGATIVE PROBES FOR VILLAGE HALL AND LIBRARY."

Proposals must be received by:

**Anthony Costantini**  
Village Clerk  
7 Maple Avenue  
Hastings-on-Hudson, NY 10706

BY 10:00 AM, January 14, 2022

and will not be considered if submitted on other than the attached form. Proposals will be opened and read aloud January 14, 2022, at 10:00 A.M.

NAME OF PROPOSER:

\_\_\_\_\_

ADDRESS OF PROPOSER:

\_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICER:

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

## **SCOPE OF WORK**

The Village of Hastings-on-Hudson is soliciting qualified firms or individuals to provide **INVESTIGATIVE PROBES** as detailed herein. These services will be scheduled as detailed below:

### **VILLAGE HALL PROBES**

#### **Probe #1-4a: Parapet Wall and Roof Deck Intersection**

Remove a 2'-0" x 2'-0" area of the stucco coating on the vertical parapet surface and remove three courses of brick masonry within the probe area. Create a 2'-0" x 2'-0" opening in the horizontal roof membrane and deck and remove the copper base flashing at the vertical parapet surface.

*Scope:* Requires removal of interior parapet stucco coating and base flashing to expose face masonry at parapet and further removal of three courses of brick masonry above the roof deck from the innermost wythe of the parapet wall. Also requires removal of roofing membrane, insulation, and wood deck to expose the roof framing members. Allow for Architect inspection of the bearing conditions and the interface of the masonry and decking, and documentation of the size, spacing, and condition of the wood framing. All probe locations are to be closed at the conclusion of investigation and made watertight. Replace removed decking and seal openings with liquid-applied membrane. Reinstall base flashing and patch stucco finish with new Sto stucco coating.

#### **Probe #4b: Parapet and Portico Roof Deck intersection**

Remove 2'-0" x 2'-0" area of roofing membrane and deck adjacent to scupper to expose portico roof framing. Remove three courses of brick masonry within the probe area. Area of removal to be directly opposite Probe #4a across the parapet. Note that opposite scupper from the one indicated in the probe plan can be selected for probe based on potential for secure access and required tie-off points at main roof.

*Scope:* Requires removal of roofing membrane, insulation, and wood deck to expose the portico roof framing members. Remove three courses of brick masonry from the exterior wythe of the parapet wall adjacent to the scupper. Note that brick removal must not be done in tandem with masonry removal specified for Probe #4A. Allow for Architect inspection of the bearing conditions and the interface of the masonry and decking, and documentation of the size, spacing, and condition of the wood framing. All probe locations are to be closed at the conclusion of investigation and made watertight. Replace removed decking and seal openings with liquid-applied membrane. Replace areas of brick masonry removal with new brick units to match existing. Easton Architects to approve sample of proposed replacement brick during probe work prior to the closing of the probe area.

#### **Probe #5: Brick Mortar Sampling & Patching**

Remove six linear inches of brick mortar from main facade.

*Scope:* Requires removal of six linear inches of brick mortar from location(s) indicated by Architect in the field. Repoint areas of mortar removal with new mortar to match the existing. Easton Architects to approve mortar finish color, prior to the completion of the repointing.

## **LIBRARY PROBES**

### **Probe #6-7 & #10: Concrete Spandrel and Roof Deck Intersection**

Remove 2'-0" wide area of the stucco coating on the vertical spandrel surface and sound concrete face of spandrel beam. Create a 2'-0" x 2'-0" opening in the horizontal roof membrane above the probe below down to the deck.

**Scope:** Requires removal of 2'-0" wide vertical band of exterior stucco coating along the full height of the spandrel beam and sounding of the underlying concrete beam. If directed by Architect or Engineer, remove a minimal depth of concrete (+/- 1.5" in depth) from face of beam. Remove roof membrane in a 2'-0" x 2'-0" area behind the gravel stop directly above the spandrel probe; requires removal of membrane, insulation, and flashing membranes to expose concrete deck below. At Probe #7, cut back the gravel stop to allow for inspection of the roof edge. Allow for Easton Architects to inspect the structural framing conditions and configurations. All probe locations are to be closed at the conclusion of investigation and made watertight. Apply a bituthene coating to any exposed steel, patch areas of removed concrete, and patch stucco finish with Sto stucco coating. At Probe #7, replace removed sheet metal gravel stop edge and flash into roof repair with liquid flashing membrane. Replace removed roof insulation and seal openings with a liquid-applied membrane.

### **Probe #8-9: Concrete Spandrel Sounding**

Remove 2'-0" wide area of the stucco coating on the vertical spandrel surface and sound concrete face of spandrel beam.

**Scope:** Requires removal of 2'-0" wide vertical band of exterior stucco coating along the full height of the spandrel beam and sounding of the underlying concrete beam. If directed by Architect or Engineer, remove a minimal depth of concrete (+/- 1.5" in depth) from face of beam. All probe locations are to be closed at the conclusion of investigation and made watertight. Apply a bituthene coating to any exposed steel, patch areas of removed concrete, and patch stucco finish with Sto stucco coating.

Please refer to the attached roof plans for both buildings indicating the proposed probe locations. All probe locations are to be reviewed and finalized during an initial site walk with the Architect after award of the Contract.

## **EXPERIENCE:**

The contractor shall present with the proposal evidence that he or she has at least five (5) years of satisfactory experience performing structural probing and evaluations. The contractor shall guarantee that any employee operating machines or equipment associated with this work shall have experience and proper training in the operation of such.

## **SAFETY FIRST:**

The contractor shall conduct all operations in a safe manner. All workers shall use all necessary personal protection equipment for the work being performed. All workers shall have proper safety training as it pertains to the required work.

## **SITE VISIT**

A walk-through with Easton Architects for all interested proposers will be held on Wednesday, January 5th at 10:00 A.M., beginning on the front steps of the Village Hall. Please rsvp to [acostantini@hastingsgov.org](mailto:acostantini@hastingsgov.org).

## **PROPOSAL DUE DATE**

Physical Submission: Sealed proposals will be accepted up until 10:00 A.M. on Friday, January 14, 2022, either in the Clerk's Office, Village Hall, 7 Maple Avenue, Hastings-on-Hudson, NY 10706 or mailed to the attention of the Village Clerk, Anthony Costantini, to be received by the Proposal Due Date.

Digital Submission: Proposals will be accepted up until 10 A.M. on Friday, January 14, 2022, via the BidNet Direct webservice at the following link: [www.bidnetdirect.com/new-york/hastings-on-hudson](http://www.bidnetdirect.com/new-york/hastings-on-hudson). Interested Proposers may upload the digital packet to the Village's site for submission.

Please return the completed Form and Non-Collusive Certification by the date indicated above.

## **AWARD CRITERIA**

The award of a contract (or contracts) for the described services will be made by the Village of Hastings-on-Hudson's Board of Trustees. Multiple suppliers may be awarded the work as required and necessary and as in the best interest of the Village of Hastings-on-Hudson.

## **RIGHT TO REJECT PROPOSALS**

This Request for Proposals does not commit the Village to award a contract, pay any cost incurred in the preparation of a proposal in response to this request or to procure or contract for services. The Village intends to award a contract on the basis of the best interest and advantage to the Village, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel this Request for Proposals in part or in its entirety, if it is in the best interest of the Village to do so.

## **CANCELLATION CLAUSE**

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this Proposal shall result in immediate cancellation. The agreement may be cancelled by the Village and/or for any other reason(s) upon thirty (30) days written notice.

## **BASIS OF PAYMENT**

In responding to this Bid Proposal, the Contractor shall provide his pricing as requested on our Cost Summary page attached herein. The price shall cover the cost of furnishing all labor, fuel, equipment, and materials necessary to complete the work. Payment request shall be made upon completion of the work.

## **LIABILITY REQUIREMENTS**

The awarded vendor(s) shall be responsible for all damage to life and property due to negligent, reckless, or malicious intentional activities of the awarded vendor, his subcontractors, agents, or employees in connection with his services under this Agreement. The awarded vendor(s) specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the awarded vendor(s) shall indemnify and save harmless the Village of Hastings-on-Hudson, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless, or malicious intentional performance of the services of the awarded vendor under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the awarded vendor's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

The awarded vendor(s) shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Village of Hastings-on-Hudson:

<b>Commercial General Liability (CGL)</b>	<b>(5,8 &amp; 9)</b>
<b>Each Occurrence</b>	
General Liability	\$1,000,000
Personal & Adv injury	\$1,000,000
Med Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
General Aggregate	\$3,000,000
Products – Comp/Op Aggregate	\$1,000,000
<b>Auto Liability – including BI and PD (AL)</b>	<b>(2 &amp; 7)</b>
Combined single Limit per accident	
Any Auto	\$1,000,000
Or	
All Owned	\$1,000,000
All Hired	\$1,000,000
All Non-Owned	\$1,000,000
<b>Excess/Umbrella Liability</b>	<b>(1)</b>
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
<b>Workers Compensation and Employers Liability</b>	<b>(3)</b>
Each Employee	Statutory
Each Accident	Statutory
<b>Disability Benefits</b>	<b>(3)</b>
Each Employee	Statutory

- (1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- (2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- (3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1.
- (5) The Village of Hastings-on-Hudson should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- (7) If applicable policy should be endorsed to cover snow plow operations.
- (8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- (9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.

### **ASSIGNMENT**

The awarded vendor(s) shall not subcontract any portion of this Agreement without the prior written consent of the Village of Hastings-on-Hudson.

### **LABOR LAWS/PREVAILING WAGE**

The awarded vendor(s) will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates and Workers Compensation.

Specifically, Section 220-e of the Labor Law, as amended, prohibits in contracts, discrimination on account of race, creed, color or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Village under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.



## **WAGE SCHEDULE**

In accordance with Section 220, subdivision 3 and 220-d of the Labor law, wage rate schedules which are established and furnished by the NY State Department of Labor are the minimum rates to be paid for the various items of work on this project. Any person or corporation that willfully pays after entering into such Contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or both fine and imprisonment. A second offense carries heavier penalties.

Article 8, Section 220 of the Labor law, as amended by Chapter 75 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects.

## **ERRORS, ADDENDA AND INTERPRETATIONS**

If a proposer finds any omissions, discrepancies or errors in the Contract Documents, or is in doubt as to the meaning of the specifications or other Contract Documents, the proposer should notify the Village Manager, who may correct, amend or clarify such documents by interpretation or addendum. If the proposer fails to so notify the Village Manager, he will be held rigidly to the Village Manager's interpretation of the specifications after the Contract is executed.

## **VILLAGE CONTACT PERSON**

Interested Proposers may submit questions in writing to [villagemanager@hastingsgov.org](mailto:villagemanager@hastingsgov.org) up to 4:00 PM on January 10, 2022.

Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notice> in the appropriate Bid Document file and distributed to all known bidders by 4:00 P.M. on January 12, 2022.

**HOLD HARMLESS AGREEMENT**  
**(To be Approved by Your Attorney)**

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and hold harmless, the Village of Hastings-on-Hudson, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Hastings-on-Hudson or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

PROPOSER/CONTRACTOR (Company Name)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Dated)

NOTARY:

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

**CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW**

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**  
**(To be Completed by Each Proposer)**

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Hastings-on-Hudson (the "Village") receive information that a bidder/proposer is in violation of the above referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she  
(Name of Individual Signing this Certification)

Is the \_\_\_\_\_ of the \_\_\_\_\_ and that neither  
(Title/Position of Signer) (Name of Bidder/Proposer)

The bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

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

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

\_\_\_\_\_  
Title

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

**INVESTIGATIVE PROBES FOR VILLAGE HALL AND LIBRARY  
VILLAGE OF HASTINGS-ON-HUDSON, NY**

**Quote Sheet**

<u>Work Description</u>	<u>Unit</u>	<u>Unit Price</u>	
		<u>In numbers</u>	<u>In words</u>
<b>Village Hall Investigative Probes</b>	<b>Lump Sum</b>		
<b>Library Investigative Probes</b>	<b>Lump Sum</b>		

The Village reserves the right to award the contract for surveying to any firm, as best meets the needs of the Village.

NOTE: Unit prices include all work necessary to complete, in place, each listed item including, but not limited to, labor, materials and incidentals. Unit prices are to be written in both words and numbers. In case of a discrepancy, those shown in words shall govern. All prices are to be in dollars and cents.

**Quote Submitted By:**

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Printed Name of Authorized Representative Submitting Quote)

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

\_\_\_\_\_  
Date:

**PROPOSER QUALIFICATIONS**

The investigative probe work shall be performed by persons regularly engaged in this type of work and who have an established reputation in the field. The contractor shall furnish, to the satisfaction of the Village, proof of previous experience.

A. Provide a list of 3 companies and/or municipalities that you have provided similar service within the last three years. This information must be completely filled out.

1. Company/Municipality Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

2. Company/Municipality Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. Company/Municipality Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

B. EXPERIENCE – Number of years’ experience performing investigative structural work:

\_\_\_\_\_

**VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK  
INVESTIGATIVE PROBES FOR VILLAGE HALL AND LIBRARY**

**NON-COLLUSIVE CERTIFICATION**

**\*\* THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO  
MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. \*\***

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer 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 his/her knowledge and belief:

1. The prices of this proposal 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 proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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Signature

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Date

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Contractor/Supplier

## **NON-DISCRIMINATION CLAUSE**

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not 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 retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are 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 pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain



compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner 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.
- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Printed Name and Title