

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, MARCH 11, 2020
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. 29 South Depot Plaza
2. Discussion - Permeable Pavers Patriots Park
3. Arbor Day Resolution
4. Discussion - Contract Public Sector HR Consultants, LLC (update)
5. Fitness Center Rules and Regulations
6. Cleaning Contract
7. ARB Law
8. Losee Park Additional Engineering Work
9. IMA with County for Positive Youth Development
10. Discussion – Agenda Items for Joint Meeting with the Town of Greenburgh on April 1st.
11. Pierson Park Playground Updates

Executive Session

- A. Personnel
- B. Parks
- C. Continued Discussion – Board and Committee Appointments

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FRANK S. McCULLOUGH (1905-1998)
EVANS V. BREWSTER (1920-2005)

March 5, 2020

Mayor Drew Fixell and Members of the Board of Trustees
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Re: Lexington 202 Group, LLC and Collins Enterprises, LLC
29 South Depot Plaza
Tax lot Section 1.70, Block 29, Lot 38

Dear Mayor Fixell and Members of the Board:

I am writing to follow up on the discussion at your work session last week regarding the proposal for increased height at the proposed mixed-use transit-oriented development proposed for the property at 29 S. Depot Plaza. As we discussed, Lexington 202 Group, LLC has recently brought in Collins Enterprises, LLC ("Collins") to join the team as the developer of the multi-family portion of the project. Collins has significant experience with mixed-use and multi-family development, particularly in creating transit-oriented communities. Based upon Collins' review of the project, its location and the area, as well as your Comprehensive Plan, the basic tenets of transit-oriented development, and overall housing needs and need for diversity of housing types in the Village, Collins is now proposing to add an additional story of multi-family residential for a total of 88 units.

In our discussion last week, your Board expressed concerns about the height of the now proposed building. The actual roof height we were proposing was 59 feet with a parapet and railings for the roof deck, and two stair bulkheads exceeding that height. You requested that the height be reduced so that no element would exceed a height of 60 feet, as you are proposing for the SAO zoning.

Our client has reviewed the design and reviewed with his architect. Attached is a revised building section. The floor to ceiling height for the first floor storage is being reduced to 9 feet 6 inches. The ceiling heights for the residential floors are proposed to be 9 feet. Multi-family

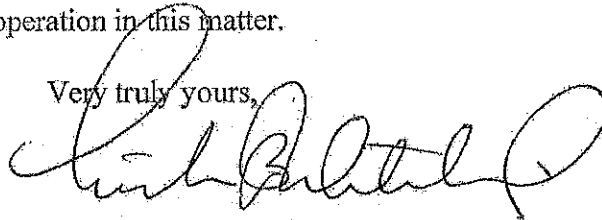
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Mayor and Members of the Board
March 5, 2020
Page 2

construction has a number of building and fire code requirements similar to those for commercial non-combustible construction which, together with sound and impact insulation needed between floors, will result in floor to floor heights of approximately 10 feet 9 inches. This will result in a building height from sill height of the existing foundation of approximately 53 feet. However, the foundation is approximately 4 feet above grade. Therefore, the resulting building height from grade will be 57 feet. The parapets (including the rail for the roof deck requested by the Planning Board) may therefore slightly exceed the 60 foot maximum. The bulkheads will be less than 5% of the roof surface and located towards the rear of the building to limit visibility, and will be consistent with a 5A classification construction type. The bulkheads for elevator overrun and stair access to the roof will obviously have to exceed 60 feet in total height. As I pointed out at the meeting, your zoning code includes an exception to maximum height for these type of elements.

We do not believe this small difference will be noticeable, but it is necessary to obtain the density appropriate for the project and provide the affordable housing desired in new projects in the Village. While we have not been able to make the change exactly as you have requested, Art Collins, who was unable to be at your last work session, would like the opportunity to discuss the height issue as well as the project benefits with you at your March 11th work session.

Thank you for your continued cooperation in this matter.

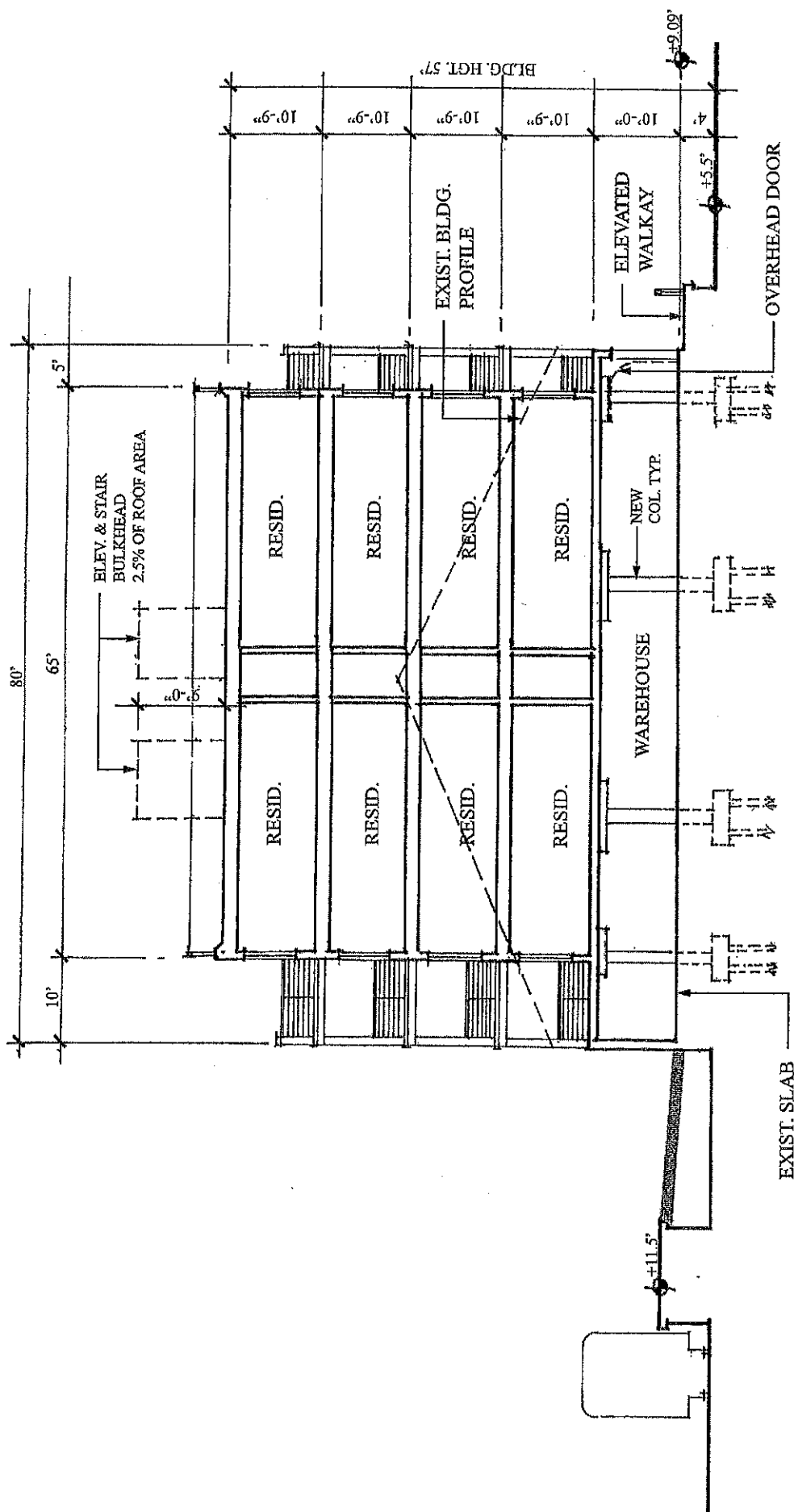
Very truly yours,



Linda B. Whitehead

Enclosure

cc: Arthur Collins



DEPOT PLAZA
TARRYTOWN, NY.

**COLLINS ENTERPRISES LLC
DO H. CHUNG & PARTNERS**

BLDG. SECTION
S: 3/32"=1'
DATE: 3-4-20

A-005

VILLAGE OF TARRYTOWN INTEROFFICE
MEMORANDUM

TO: Richard Slingerland, Village Administrator

FROM: Carol A. Booth, Village Clerk

SUBJECT: Arbor Day Resolution

DATE: February 25, 2020

ARBOR DAY RESOLUTION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are renewable resources giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, the Village of Tarrytown has been recognized as a Tree City USA by the National Arbor Day Foundation for 37 years and the Village desires to continue its tree-planting ways.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby proclaim Friday, April 24, 2020 as "ARBOR DAY" in the Village of Tarrytown, and urges all citizens to support efforts to care for trees and woodlands in the Village and to support the Village's forestry program.

BE IT FURTHER RESOLVED that the Board of Trustees urges all citizens in the Village to plant trees to improve the community and to promote the well-being of present and future generations.

	Divine Professional Cleaning	YES Enterprises	Crown United	Building Service Industries	A&A Maintenance	Anago of Hudson Valley
Two Year Contract	\$77,300.00	\$96,150.00	\$96,196.00	\$184,172.00	\$282,519.12	\$290,000.00
Third Year Municipal Option	\$40,000.95	\$49,520.00	\$51,734.00	\$93,390.00	\$149,734.70	\$150,000.00
Total w/o Windows	\$117,300.95	\$145,670.00	\$147,930.00	\$277,562.00	\$432,253.82	\$440,000.00
Windows	\$650.95	\$0.00	\$1,000.00	\$3,000.00	\$0.00	\$3,200.00

VILLAGE OF TARRYTOWN PUBLIC HEARING NOTICE

Chapter 9 – Architectural Review Board

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Tarrytown will hold a public hearing on the 2nd day of December, 2019, at 8:00 p.m. in the Municipal Building, One Depot Plaza, Tarrytown, New York 10591, to hear and consider enacting an amendment to Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board.

A local law to amend Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board to amend the review of certain building permit applications by the Architectural Review Board

Section 1. Be it enacted by the **Board of Trustees** of the **Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~Strikethrough and bold and underlined~~ to be deleted):

Section 2. Chapter 9, Section 4. (A) “Referral of applicants for building permits” shall be amended to read as follows:

Chapter 9, Section 4. (A) shall be re-titled – Referral of applicants for building permits or other work for Architectural Review.”

Section 3. Chapter 9, Section 4. (A) “Referral of applicants for building permits or other work for Architectural Review” shall be amended to read as follows:

Section 4. (A) Referral of applicants for building permits or other work for Architectural Review:

Except where an application for a certificate of appropriateness must be submitted to the Architectural Review Board pursuant to the Landmark and Historic District Act (Chapter 191, Historic Districts and Landmarks), every application for a building permit ~~shall be referred by the Building Inspector to the Architectural Review Board, provided that:~~

- ~~(1) There will be construction, reconstruction or alteration of any building or structure that affects the exterior appearance of the building or other structure and is visible from any public street;~~
- ~~(2) The proposed plans include construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet, including steps;~~
- ~~(3) The proposed plans include construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street; or~~
- ~~(4) The proposed plans include construction, reconstruction or alteration of any fence or wall exceeding three feet in height or 20 feet in length that is visible from any public street. **involving**~~

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any of the following shall be referred by the Building Inspector to the Architectural Review Board:

ARB review is required for applications requiring Planning Board approval, as well as other projects which are detailed as follows:

1. Construction of a new building
2. Reconstruction or rehabilitation of buildings with prior Architectural Review Board approval, which differs from that prior ARB approval;
3. Renovation or rehabilitation of buildings that involves replacement or introduction of new exterior features (including but not limited to, windows, doors, shutters, siding, garage doors and roofing) that are not of the same kind and style as the existing building, and which are visible from a public street. For example, while replacement of wood double-hung windows with vinyl double hung windows would not require ARB approval, replacement of double-hung windows with casement windows would.
4. All additions of any size for buildings built before 1929. For buildings built in 1929 or later, either: (i) additions to existing buildings where the proposed addition increases the footprint of the existing building by 25% or more or results in a square footage or FAR increase of 50% or more; or (ii) additions of any size that either: (a) introduce new exterior features (including but not limited to, windows, doors, shutters, siding, garage doors and roofing) that are not of the same kind and style as the existing building; or (b) paint that is not the same color as the existing building.

- 7
5. Fences that are ~~either:~~ (i) in the front yard (See Schematic Plan (1); (ii) ~~or~~ within the required minimum front yard setback (See Schematic Plan (2) and higher than thirty inches (30"); (iii) higher than 48 inches (48") in the rear and side yard; or (iv) 48" in height or less in the rear and side yard and fronting on a street. (The finished or more attractive side of any fence must face the adjacent property, street and/or right of way and in the event of a dispute, the Building Inspector shall determine which side of the fence meets this requirement).
 6. Walls, including retaining walls, that are in a front yard or within the required minimum front yard setback and are visible from a public street.
 7. Walls, including retaining walls that are over 30 inches (30") and that are within the required minimum side yard or rear yard setback.
 8. Applications for signage or awnings;
 9. Applications for a property within the Restricted Retail RR Zone or commercial properties outside the RR Zone involving:
 - (a) Construction, reconstruction or alteration of any building or structure that affects the **portion of the** exterior appearance of the building or other structure that is visible from any public street, except applications involving only fences, retaining walls, steps, and /or sidewalks;
 - (b) Construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet (such size calculation shall include any steps); or
 - (c) Construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street.
 - (d) Painting using different colors than those that exist on the building, that affect the exterior appearance of the building or other structure and are visible from any public street.

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4. B. Exceptions that apply in every zoning district except for the RR Zone, historic districts and historic designated structures– Since it is the intent of the Board of Trustees to provide a process for routine maintenance or changes and upgrades to buildings that do not result in major, detrimental departures from the original construction and design of a structure, applications that are excepted from ARB review include:

1. For buildings built after 1929, additions that do not increase the footprint of the existing building by 25% or more or result in a square footage or FAR increase of 50% and either: (i) are not visible from a public street; or (ii) do not introduce either: (a) new exterior features (including but not limited to, windows, doors, shutters, siding, garage doors and roofing) that are not of the same kind and style as the existing building; or (b) paint that is not the same color as the existing building.
2. Fences ~~that are only in the rear yard or side yard setback, 48" in height or less less than 48"~~ located only in the rear yard or side yard setback and not fronting on a street. (The finished or more attractive side of any fence must face the adjacent property, street and/or right of way and in the event of a dispute, the Building Inspector shall determine which side of the fence meets this requirement). (Finish of the fence must face the adjoining property).
3. Walls with Planning Board approvals.
4. Walls that are less than ~~30 inches (30")~~ in height but not within the required minimum side yard or rear yard setback.
5. Steps, and/or sidewalks.
6. Painting a building or structure the same colors.

- 7
7. Painting a building or structure and changing colors from the existing colors, provided that the colors are in the Benjamin Moore Historical Color Chart, and the Benjamin Moore White and Off-White Color Charts, as they may be updated from time to time, maintained in the Building Department, or an equivalent color palette that has only slight variations in color hues.
 8. Adding storm widows to existing windows without making further changes.
 9. Replacement in kind (same type and style but not necessarily same material) of structures or fences that obtained prior building permit with ARB approvals.

Section 4: The current Section 9-4 (B), (C), and (D) should be renumbered to 9-4 (C), (D) and (E).

Section 5: Supersession of other laws.

All laws, ordinances, rules and regulations of the Village are modified and superseded by this article with respect to their application to parking and enforcement.

Section 6: Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

Section 7: Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

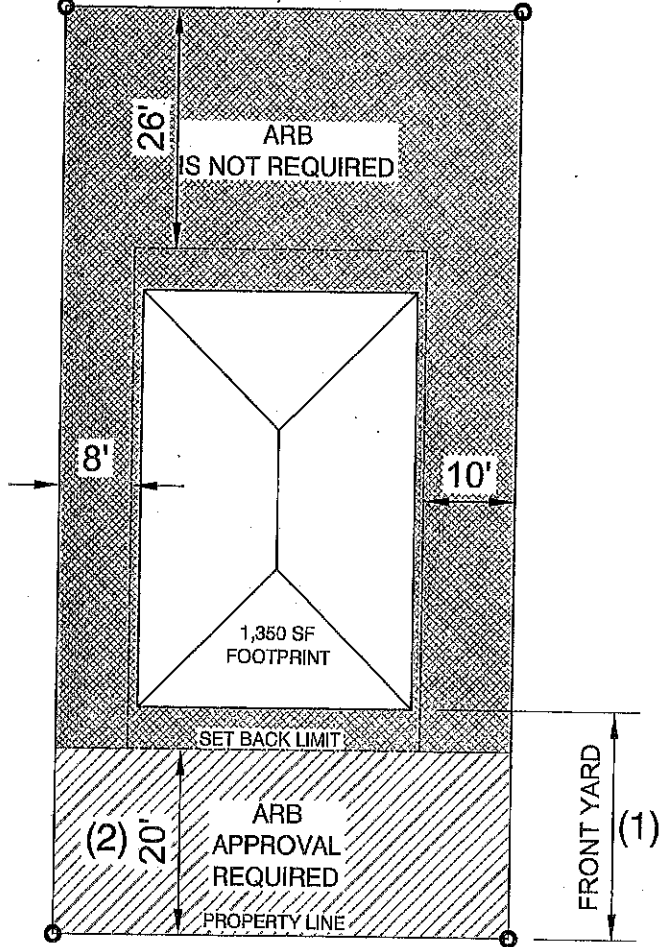
NOTES:

- (1) Indicates building front yard.
- (2) Indicates front yard setback.

EXAMPLE:

R-5 ZONE

MIN LOT SIZE - 5,000 SF



RIGHT-OF-WAY

CURB LINE

ROAD CENTERLINE

FRONTAGE ON SINGLE ROAD

ROAD CENTERLINE

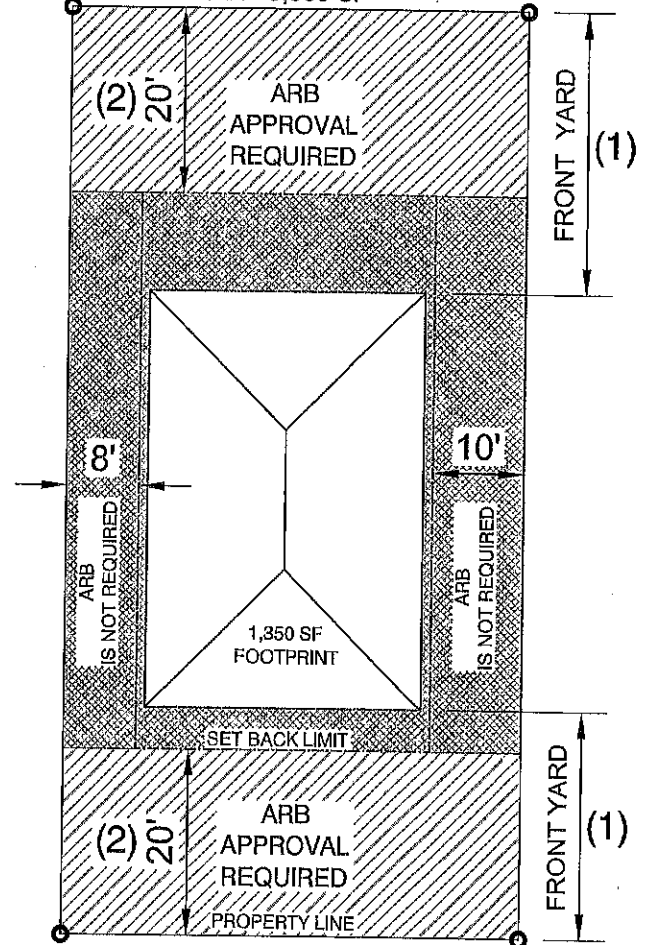
CURB LINE

RIGHT-OF-WAY

EXAMPLE:

R-5 ZONE

MIN LOT SIZE - 5,000 SF



RIGHT-OF-WAY

CURB LINE

ROAD CENTERLINE

FRONTAGE ON TWO ROADS

SCHEMATIC PLAN



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Arts, Entertainment & Exhibits
Ports, Coastal & Waterfront
Real Estate Development
Public Infrastructure
Transportation
Government
Healthcare
Education
Industrial
Energy

October 18, 2019

Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Attn: Mr. Richard Slingerland
Village Administrator

Email: rslingerland@tarrytowngov.com

Re: Phase 6 - Construction Administration Supplement
Losee Park Proposal for Marine Engineering Services
Tarrytown, New York

**PROPOSAL 171218 - CHANGE ORDER PHASE 06- LOSEE PARK SHORELINE RESTORATION
CONSTRUCTION ADMINISTRATION SUPPLEMENT**

Dear Mr. Slingerland,

M.G. McLaren Engineering and Land Surveying, P.C. (McLaren) is pleased to offer this change order to provide supplemental construction administration services (Phase 6) relating to the Losee Park Shoreline Restoration project in Tarrytown, New York. Additionally, this proposal includes the previously submitted change order for additional services (Phase 5) submitted on 10/23/2019. As detailed below, this proposal comprises \$25,000 in additional budget for both Phases 5 and 6.

The Losee Park Shoreline Restoration project comprises approximately 245 linear feet of shoreline stabilization and installation of a concrete retaining wall. This scope of work includes the approximate 112 linear feet of shoreline stabilization comprising the Phase 2 project areas, which was added to the project during the design phase.

Following contractor bidding for the Losee Park Shoreline Restoration project the Village of Tarrytown approved the Contractor to execute the full scope of work (i.e. Phase 1 and Phase 2). Additionally, the Village of Tarrytown requested McLaren provide an increase level of construction oversight. This increase in oversight included weekly site visits, onsite presence during and prior to each concrete pump event, and increased office support.

As a result of these increased efforts and the added Phase 2 construction scope the base construction oversight budget is not adequate to provide construction oversight for the remaining project duration.

The following Construction Administration Supplement is intended to supplement McLaren's construction administration budget for the remainder of the project.

McLaren has developed this construction administration scope of services based on effort expended to date and the remaining work onsite.

**M.G. McLaren Engineering
and Land Surveying P.C..**

530 Chestnut Ridge Road
Woodcliff Lake, NJ 07677

Phone (201) 775-6000

e-mail: mgmclaren@mgmclaren.com

On the web: www.mgmclaren.com

Offices: New York, New Jersey, Maryland, Florida, Connecticut, California, Georgia, Pennsylvania

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CHANGE ORDER 06: CONSTRUCTION ADMINISTRATION SUPPLEMENT

During the Losee Park Shoreline Restoration project McLaren will provide regular site visits, i.e. one per week, as requested during construction. These site visits assist in quality control, coordination, and conformance with drawings and specifications, but do not guarantee Contractor's performance and are not a substitute for progress inspections required by the building code. Field days include travel to/from Woodcliff Lake New Jersey. McLaren will submit a field report following each site visit.

Assumptions:

- Onsite construction will be completed by the end of November 2019.
- Project closeout will be completed by the end of December 2019.
- Contractor will develop as built drawings

Deliverables:

1. Field Report(s) for each site visit

ADDITIONAL SERVICES

If during project execution, Additional Services are requested by the Client, all efforts provided by McLaren while completing the requested work will be billed as Additional Services, unless the Village of Tarrytown approves alteration of the budget. Prior to executing any Additional Services McLaren will notify Village of Tarrytown that the requested service is considered Additional Services. If requested by Village of Tarrytown prior to execution of the Additional Services task, McLaren will provide Village of Tarrytown with an Upset Hourly proposal for the requested service prior to executing the work. If a proposal is not requested but Village of Tarrytown requests Additional Services to be performed in writing, McLaren will execute the work on a Time and Materials basis.

Additional Services will be billed on a monthly basis for the duration of the project.

PROJECT FEE: Lump Sum

McLaren proposes to perform the above referenced scope of work on a Lump Sum basis. The fees presented herein are developed from an estimate of the time required to perform the indicated scope of work. McLaren will bill against this Lump Sum fee on a monthly basis based on percent complete.

Additionally, McLaren is seeking approval for the Phase 5 Additional Services scope of work (originally submitted on 10/23/2018). The scope of work associated with this Phase 5 entailed alteration of the Construction Documents to include the Phase 2 project area, correlating the construction documents with the Landscape Architect's design, and additional regulatory coordination required as a result of the additional shoreline restoration work. This scope of work was completed and included within the Construction Documents currently being utilized for this Losee Park Shoreline Restoration project.



As detailed in the table below, this proposal comprises \$25,000 in additional budget.

Phase	Scope	Contract Budget	Status
1	Site Investigation	\$ 12,400	COMPLETE
2	Construction Documents	\$ 10,600	COMPLETE
3	Permitting Assistance	\$ 25,700	COMPLETE
4	Construction Administration	\$ 17,300	IN PROGRESS
Original Contract Total		\$ 66,000	
5	Phase 5 Additional Services (Submitted 10/23/2018)*	\$ 15,000	PENDING APPROVAL
6	Phase 6 Supplemental Construction Administration	\$ 10,000	PENDING APPROVAL
Updated Contract Total		\$ 91,000	
* Phase 5 Additional Services (attached below) was submitted on 10/23/2018 in response to additional efforts required to complete design phase, inclusive of incorporating the Phase 2 scope of work into the Construction Documents. This change order was not approved, but the work associated with Phase 5 was completed.			

EXCLUSIONS:

Changes in the scope defined above are specifically excluded from the upset hourly fees provided with this proposal. Additional exclusions include:

- Special Inspection Services
- Preparation of Project Manual
- Construction support services except as outlined above
- Survey stakeout or review
- Inspection or observation of construction including progress or final inspections other than as outlined above
- Certification for partial or substantial completion
- This proposal excludes design services beyond review of submittals and RFI's.
- Redesign due to unforeseen field conditions
- Review and approval of alternate designs proffered by the Contractor during the construction phase of the project.
- Corrective revisions due to errors in fabrication or placement of items by the Contractor or his Subcontractors.
- Review and advice on the disposition of Contractor's change orders, created by the Owner, Architect or Contractor.
- Written (narrative) description of changes to drawings, specifications, etc. when issuing drawing revisions.
- As-Built Drawings
- Completion or review of Certificates of Substantial or Final Completion
- Meetings other than those specified in the scope above



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HOURLY RATES: Hourly rates defined herein are subject to revision annually April 1st.

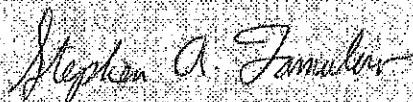
CEO/President	\$295/hr	Staff Engineer	\$115/hr	Proj Administrator	\$ 80/hr
Sr. Vice President	\$275/hr	Engineer I/II	\$105/hr	Intern	\$ 65/hr
Vice President	\$250/hr	CAD/BIM Director	\$150/hr	Principal Surveyor	\$195/hr
Technical Director	\$225/hr	CAD/BIM Mgr	\$140/hr	Lead Survey Tech Specialist	\$175/hr
Principal	\$215/hr	Sr. CAD/BIM Tech.	\$125/hr	Associate Surveyor	\$150/hr
Lead Tech. Specialist	\$195/hr	Proj. CAD/BIM Tech.	\$100/hr	Senior Surveyor	\$125/hr
Senior Associate	\$185/hr	CAD/BIM Tech	\$ 75/hr	Survey Crew Chief	\$105/hr
Associate	\$175/hr	Proj Tech Designer	\$130/hr	Survey Technician	\$ 90/hr
Tech. Spec/Sr. Engineer	\$155/hr	Staff Tech Designer	\$115/hr	Dive Supervisor/PE Diver	\$185/hr
Project Manager	\$155/hr	Technical Designer	\$105/hr	Technician Diver	\$165/hr
Project Engineer	\$130/hr	Project Coordinator	\$ 90/hr	Dive Tender	\$140/hr

This proposal is subject to the terms and conditions that follow and shall remain valid only until November 18, 2019, unless accepted as a contract. Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall only commence upon receipt of signed contract.

If this proposal is made subservient to, or subject to the terms of, another contract, we reserve the right to adjust our fees, if appropriate, to compensate for any increase in our work effort or liability.

Very truly yours,

The Office of
M.G. McLaren, P.C.
McLaren Engineering Group



Stephen A Famularo, P.E., D.PE
Vice President, Marine

DAJ/klc

cc: MGM/RW/DFB/WJW/SAF

ACCEPTED:

For Village of Tarrytown

ATTACHMENTS:

Attachment A: Terms and Conditions

Attachment B: Phase 5 Additional Services Proposal (submitted 10/23/2019)

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**M.G. McLaren Engineering
and Land Surveying, P.C.**

Attachment A:

Terms and Conditions

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** M.G. McLaren Engineering and Land Surveying, P.C. (McLaren), through and by its officers, employees and subcontractors, (hereinafter McLaren) is an independent consultant and agrees to provide Owner, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Owner agrees to pay McLaren's invoice upon receipt. If payment is not received within 30 days from the Owner's receipt of McLaren's invoice, Owner agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from McLaren's invoice on account of liquidated damages unless expressly included in the Agreement. Owner receipt of invoice will be presumed three days after mailing by McLaren first class, with adequate postage attached. Time is of the essence for this provision.
3. **TERMINATION.** Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Owner. In the event Owner requests termination prior to completion of the proposed services, Owner agrees to pay McLaren for all reasonable charges incurred to date and associated with termination of the work, plus a termination fee of 10% of the total fee under this agreement.

If the Project is suspended for more than thirty consecutive days, for reasons other than McLaren's fault, McLaren shall be compensated for services performed prior to such suspension. When the project is resumed, our compensation shall be equitably adjusted.

If Owner abandons the Project for more than ninety consecutive days, McLaren may terminate this Agreement by giving written notice. McLaren shall be compensated for all services performed prior to such abandonment, plus 10% of McLaren total fee under this Agreement, together with reimbursables then due.

4. **STANDARD OF CARE.** McLaren will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of McLaren's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by McLaren's proposal or by its oral or written reports.
5. **INSURANCE.** McLaren will effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission or negligent act for which we are legally liable. McLaren will maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of substantial completion of the Project as agreed to.

Unless otherwise agreed, McLaren will effect and maintain insurance to protect ourselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

The insurance required above shall be as provided below. McLaren will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.

Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000



**M.G. McLaren Engineering
and Land Surveying, P.C.**

6. **SITE OPERATIONS.** Owner will arrange for right-of-entry with safe access to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services.

McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, unless such damage results directly from McLaren's negligent actions. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

McLaren shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the contractor (Work), nor shall McLaren be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
- b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by McLaren in writing.

8. **DOCUMENTS.** McLaren will furnish Owner the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Owner's exclusive internal use and reliance, use of Owner's counsel and for regulatory submittal in connection with the project provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- a. All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.
- b. If Owner desires to release, or for McLaren to provide, our documents to a third party not described above for that party's reliance, McLaren will agree to such release provided McLaren receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement. Documents provided for disclosure of information only will not require separate agreement. Owner acknowledges and agrees to inform such third party that McLaren's documents reflect conditions only at the time of the study and may not reflect conditions at a later time. Owner further acknowledges that such request creates potential conflict of interest for McLaren and by this request Owner waives any such claim if McLaren complies with the request.
- c. Owner agrees that all documents furnished to Owner or Owner's agents or designees, if not paid for will be returned upon demand and will not be used by Owner or any other entity for any purpose whatsoever. Owner further agrees that documents produced by McLaren pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without McLaren's prior written approval.
- d. Owner shall furnish documents or information reasonably within Owner's control and deemed necessary by McLaren for proper performance of our services. McLaren may rely upon Owner-provided documents in performing the services required under this Agreement; however, McLaren assumes no responsibility or liability for their accuracy. Owner-provided documents will remain the property of Owner, but McLaren may retain one confidential file copy as needed to support our report.



9. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
10. **OPINIONS OF COST.** If included in our scope of services, McLaren will use its best efforts and experience on similar projects to provide realistic opinions of costs for remediation or construction as appropriate based on reasonably available data, McLaren's designs or McLaren's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Owner understands actual costs of such work depend on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond McLaren's control.
11. **TESTIMONY.** Should McLaren or any McLaren employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and McLaren is not a party in the dispute, then McLaren shall be compensated by Owner for the associated reasonable expenses and labor for McLaren's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides McLaren such compensation, Owner will receive a credit or refund on any related double payments to McLaren.
12. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party without prior permission from Owner, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Owner.
13. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Owner Purchase Orders, Work Orders, etc., and that such forms may be issued by Owner to McLaren as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
14. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Owner and McLaren shall survive the completion of the services and the termination of this Agreement.
15. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.
17. **INTEGRATION.** This agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
18. **LIMIT OF LIABILITY**
 - A. In the event Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Therefore, the Owner agrees to release McLaren from any liability arising from the construction, use or result of such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the design Professional and all his employees, officers, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of McLaren or its employees, officers or directors.
 - B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. McLaren's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any



claim against McLaren because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

- C. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named, including legal fees and costs, shall not exceed the value of this contract.

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional currently practicing in the same discipline as McLaren and licensed in the State of this project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to McLaren not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

- D. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Failure by the Owner, and the Contractors or Subcontractors to notify McLaren, shall relieve McLaren of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- E. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.
- F. If, due to McLaren's error, any required item or component of the project is omitted from McLaren's construction documents, McLaren shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will McLaren be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- G. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date McLaren concluded rendering professional services, issuance of the Certificate of Completion or Certificate of Occupancy, whichever is sooner, unless McLaren's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- H. It is intended by the parties to this Agreement that McLaren's services in connection with the project shall not subject McLaren's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against McLaren, a New York corporation, and not against any of McLaren's employees, officers or directors.
- I. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause of action



including negligence, strict liability, breach of contract and breach of implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- J. Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of a structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold McLaren harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of McLaren.

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Attachment B:
Phase 5 Additional Services Proposal
(Submitted 10/23/2018)

Arts, Entertainment & Exhibits
Ports, Coastal & Waterfront
Real Estate Development
Public Infrastructure
Transportation
Government
Healthcare
Education
Industrial
Energy



October 23, 2018

Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Attn: Mr. Richard Slingerland
Village Administrator

Email: rslingerland@tarrytowngov.com

Re: Waterfront and Marine Engineering Services
Losee Park Bulkhead Reconstruction
Tarrytown, New York

PROPOSAL 171218.00 PHASE 5 ADDITIONAL SERVICES

Dear Mr. Slingerland,

The McLaren Engineering Group (McLaren) is pleased to submit this proposal to provide the additional services requested for the above referenced project. McLaren has completed inspection and design services and is awaiting award of the necessary regulatory/environmental permits. Based on comments submitted by the New York State Department of Environmental Conservation (NYSDEC), additional design alternatives and negotiations with NYSDEC are required. As such, McLaren shall provide additional services as required to satisfy regulatory agencies.

In accordance with the Terms and Conditions of our existing contract (McLaren File No. 171218.00, dated October 03, 2017. McLaren shall provide the following scope of services at updated 2018 rates.

SCOPE OF SERVICES

Refer to our original contract for the above referenced project a full description of the contracted scope of engineering services. Phases 1 through 4 are included in our original contract. This addition service request shall be added as "Phase 5."

Phase 1	-	Site Investigation	Completed
Phase 2	-	Environmental Permitting	Completed
Phase 3	-	Construction Documents	Completed
Phase 4	-	Construction Administration	On-going

M.G. McLaren, P.C.

530 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
Phone (201) 775-6000

Offices: New York, New Jersey, Maryland, Florida, Connecticut, California, Georgia, Pennsylvania

Licensed In:

Alabama • Alaska • Arizona • Arkansas • California • Colorado • Connecticut • Delaware • District of Columbia • Florida • Georgia • Hawaii • Idaho • Illinois
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Nevada • New Hampshire • New Jersey • New Mexico • New York • North Carolina • Ohio • Oklahoma • Oregon • Pennsylvania • Puerto Rico • Rhode Island
So. Carolina • So. Dakota • Tennessee • Texas • Trinidad & Tobago • Utah • USVI • Vermont • Virginia • Washington • West Virginia • Wisconsin • Wyoming

e-mail: mgmclaren@mgmclaren.com
On the web: www.ingmclaren.com

PHASE 5 – DESIGN REVISIONS, AGENCY COORDINATION and HOURLY SERVICES

McLaren shall provide design alternatives to NYSDEC for review and negotiate approval of said alternatives for issuance of the permit approvals. McLaren shall attempt to gain approval with minimal cost impact to both engineering fees and construction costs. In addition to providing revised design details to NYSDEC, McLaren shall update Construction Drawings and coordinate with the project Landscape Architect. If required by the regulatory agencies, McLaren shall provide additional construction oversight.

PROJECT FEE

Our fee for Phase 5 shall be billed hourly, reimbursable expenses shall be reimbursed at 1.0-time cost as per the contract. Fees for additional services will be performed at the hourly rates listed below. The Upset for hourly efforts on Phase 5 shall be \$15,000 and shall not be exceeded without written authorization.

HOURLY RATES

Hourly rates below are subject to annual revision January 1st.

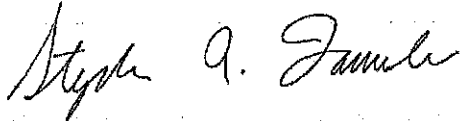
Productive Principal	\$250/hr	Chief CAD Operator	\$150/hr
Sr. Associate/Assoc. Principal	\$245/hr	Sr. CAD Operator	\$130/hr
Associate	\$215/hr	CAD Operator	\$110/hr
Sr. Planner	\$195/hr	Jr. CAD Operator	\$ 75/hr
Principal Land Surveyor	\$175/hr	Chief of Field Operations	\$130/hr
Chief Bridge Engineer	\$200/hr	PE Diver	\$180/hr
Senior Engineer III/IV	\$180/hr	Diver	\$165/hr
Senior Engineer I/II	\$150/hr	Tender	\$135/hr
Technical Design Mgr.	\$175/hr	Sr. Technician	\$120/hr
Sr. Technical Designer II	\$140/hr	Jr. Technician	\$ 90/hr
Sr. Technical Designer I	\$125/hr	Principal Survey Technician	\$ 105/hr
Technical Designer	\$100/hr	Intern	\$ 58/hr
Staff Engineer II/III	\$125/hr	Technical Typist	\$ 85/hr
Staff Engineer I	\$115/hr		
Junior Engineer	\$100/hr		

This proposal is subject to the terms and conditions in accordance with our existing Contract No. 171218.00 dated October 3, 2017 and shall remain valid only until January 1, 2019, unless it is accepted as a contract.

Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall commence upon receipt of signed contract.

Very truly yours,

The Office of
M. G. McLAREN, P.C.
d/b/a McLaren Engineering Group



Stephen Famularo, PE, D. PE
Director of Marine Engineering

SAF/BCM/klm

cc: MGM|WJM|RLW|DFB| File

ACCEPTED:

For Village of Tarrytown

Title

Date

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INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 20____ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County"),

and

VILLAGE OF TARRYTOWN a municipal corporation of the State of New York, having an office and place of business at 1 Depot Plaza, Tarrytown, NY 10591 (hereinafter referred to as the "Municipality").

WHEREAS, the County desires that the Municipality provide a Positive Youth Development Program; and

WHEREAS, the Municipality is willing to provide such a Positive Youth Development Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The County shall reimburse the Municipality an amount not to exceed \$2,329.00 Dollars, payable quarterly, which the Municipality shall use to provide the Tarrytown Recreation Pool Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof, payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

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The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Consultant under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

SECOND: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

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(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

THIRD: The term of this Agreement will commence January 1, 2019 and terminate December 31, 2019 unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on Thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

FIFTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

to the Municipality: Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

TENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or

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its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

ELEVENTH: The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, Municipality, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE MUNICIPALITY

By: _____
(Name and Title)

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2019-192

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

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MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

ss.:

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

Notary Public

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CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

ss.:

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

_____ whose signature appears above, to me known, and know to be the
_____ of _____

(Title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____

resides at _____, and that he/she is
the _____ of said municipal corporation.

(Title)

Notary Public

County

SCHEDULE A

WESTCHESTER COUNTY YOUTH BUREAU AGENCY - PROGRAM PROFILE

PROGRAM TITLE: Life Guard Summer employment

PROJECTED TOTAL PROGRAM ENROLLMENT 10 attendance	
PROGRAM SUMMARY: Employment opportunities for community youth related to our summer time pool program.	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
	Tarrytown Recreation 238 W. Main Street, Tarrytown, N.Y.				

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

<p>1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p> <p>All staff are certified and trained to protect the general public from any harm and to keep registrants safe in the pool program.</p>
--

<p>2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.</p> <p>All staff are orientated each year to follow directions and to spot unsafe situations to make the facility safe for everyone.</p>
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3. Supportive Relationship: Warmth, closeness, connectedness, good communication, caring, support, guidance, secure attachment, responsiveness.

We train all staff for the best work related services to make the public feel comfortable and safe.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

The position is inclusionary for gender, also for any cultural differences.

5. Positive Social Norms: Rules of behavior, expectations, injunctions, ways of doing things, values and morals, obligations for service.

All staff are monitored and supervised to promote socially acceptable behavior.

6. Support for Efficacy & Maturing: Youth-based, empowerment practices that support autonomy, making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will support and encourage young people in the program in general.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences; opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment; and opportunities to develop social and cultural capital.

The life guards are geared to help people in the learning of how to swim and to be safe in the water.

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8. Integration of Family, School, & Community Efforts: Concordance, coordination and synergy among family, school, and community.

They are taught to address all issues if necessary with the families of certain youth who came to the facility.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

For swimming lesson/program, attendance is mandatory. This insures a monitoring system is in place.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

Staff evaluations are always ongoing but are done at the conclusion of the year.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY Village of Terrytown	
PROGRAM TITLE Terrytown Summer Time Pool program	
LIFE AREA: (Enter Code) OBJECTIVE: (Enter Code)	economic security IES 113 SOS: (Enter Code) 0 119
GOAL: (Enter Code) Performance Measures: (Enter Code) How much: How well: Better off:	
[11] Youth will be prepared for eventual economic self-sufficiency. 0119A.1 0119B.3 0119C.2	

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)				MALE	5	FEMALE	5
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	1	BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		
	AMERICAN INDIAN OR ALASKAN NATIVE			ASIAN			
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER			TWO OR MORE RACES			

AGES	0-4	5-9	10-14	15-17	18-20	21+
	3			4	3	3

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described)		No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
IF "YES", Youth aging out of foster care _____		Children of incarcerated parents _____	
Youth in the juvenile justice system who re-enter the community _____		Runaway and Homeless Youth _____	

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WESTCHESTER COUNTY YOUTH BUREAU

PROGRAM BUDGET

SCHEDULE B

For the Period of Operation: May 23 rd – Sept. 7 th	Contract #: to be assigned
Agency/Municipality Name: Tarrytown Recreation Department	Program Title: Life Guard summer employment

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Life Guards (10)	10.00/hr.	H		
			2,329.00	
TOTAL SALARIES AND WAGES				
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$	2,329.00

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)		
TOTAL PROGRAM AMOUNT	\$	

TOTAL WCYB FUNDS REQUESTED 2,329.00

***If fees are charged to program participants provide a description of the cost, its purpose and include the total anticipated income under other funding sources.

List Other Funding Sources	\$ 2,329.00	Reimbursable Total
	\$	Municipal Funding
	\$	Other Sources

Approved:

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SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) 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 Municipality.



adventureTURF

SAFETY AND PLAYGROUND SURFACING

AdventureTurf LLC
PO Box 194
Brookfield, WI 53008
Tel: 414.587.5521
Fax: 414.386.4620
www.adventureturf.com

February 18, 2020

Contract #: 20-0218S

BILLING ADDRESS

Attn: Anthony Ross
Parks Foreman
Village of Tarrytown
aross@tarrytowngov.com
914-598-7115

SERVICE LOCATION

Tarrytown, NY

Please see the attached Summary of Services, Terms, and Conditions v12.15, which is made part of this contract, and includes a description of services.

The following is our comprehensive surface and playground proposal:

Safety Surface Application (up to 3,950 sq. ft.)

- Complete 3.5 inch poured in place system (750 sq. ft. @ \$11.75/sq. ft.) \$8,810.00
- Surface to accommodate a fall height up to 8 ft.
- 3 inch buffing/shock layer.
- ½ inch 50/50 black/color wear layer
- Complete ½ inch recap system (3,200 sq. ft. @ \$6.40/sq. ft.) \$20,480.00
- ½ inch 50/50 color/black wear layer
- Color(s): TBD
- No subbase work included in this contract. Subbase is the responsibility of the owner.
- All materials provided by American Recycling Center

Subtotal **\$29,290.00**

Freight \$1,400.00
Dumpster (estimated) Owner provided

TOTAL PROJECTED PROJECT COST **\$30,690.00**

To ACCEPT, Please sign below and Remit signed contract to one of the following:

MAIL: AdventureTurf LLC, PO BOX 194, BROOKFIELD, WI 53008
FAX: (414) 386-4620
EMAIL: CONTRACTS@ADVENTURETURF.COM

Questions - Please Contact

Michael Dallmann - owner
(414) 587-5521
dallmann@ADVENTURETURF.com

Upon signing by both parties, the above prices, specifications, and conditions are satisfactory and hereby accepted. AdventureTurf LLC is hereby authorized to perform the work as specified and a 60% deposit required. If the surface area is greater than the contracted amount specified above there will be an additional charge to the owner based on price per sq. ft. noted above.

Note: All applicable sales tax will be added to final invoice.

Acceptance Signature: _____

Date: _____

Contractor Signature:  _____

Date: 2/18/2020



Playground Surfacing



Pool Decks

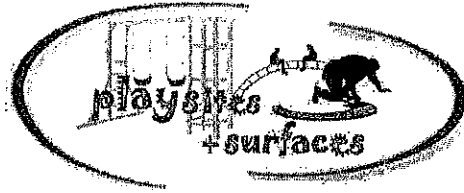


Rubber Tiles



Safety Flooring





Quote # 20-5555-D

February 4, 2020

Anthony Ross
Village of Tarrytown
238 W Main St
Tarrytown, NY 10591

Project Name: Pierson Park

Dear: Anthony

We are pleased to offer the following Quote:

Delivered & Installed:

Site preparation shall be by others.

Install up to 4" of "Buffings" and Geo-Textile Fabric on top of 800 SF of customer prepared surface.
Re-Cap over 3350 SF of existing surface with a 1/2" Wear Course (50% Standard Green/50% standard Beige).
Total \$42,076.00

WE DO NOT GUARENTEE ANY FALL HEIGHT ON OLDER SYSTEMS INSTALLED BY OTHERS.

When repairing or Re-Capping safety surface systems installed by others, we do not assume liability for the fall height protection for any others than those we have repaired. We cannot guarantee how long the Re-Cap will hold when adhering to an older system installed by others.

A 60' long parking/staging area must be provided to facilitate work*This price is based upon easy site access.

There are no graphics, designs or patterns included in the pricing.
Standard colors for blending include: Green, Blue, Beige or Terra Cotta Red and Black.

This quote does not include any work other than is indicated.

This DOES include prevailing wages of \$64.15/hr. Should the accepted wage rate be different, the price shall be changed accordingly. This project is not under any union wage or participation. This does not include any sales taxes or permitting fees unless specifically mentioned above. Appropriate Sales Exempt or Sales Tax Resale Certificates must be furnished at the time of order placement otherwise the appropriate tax will be added to your order. There is no site preparation or playground equipment installation included in this quote. Rubber's expansion and contraction can potentially pull apart asphalt unless the entire asphalt area is covered with rubber. We recommend a concrete curb, flush with the top of the asphalt, be installed at the perimeter of the rubber surfacing.

Our terms are 50% deposit due upon ordering and the balance due upon completion of our work unless previous credit terms have been established.

This proposal is not considered to be a contract. The price per SF may change as the square footage, colors, or thickness change from the quoted quantities. This quote is valid for 30 days from above date.

Site Security to be furnished by the purchaser

Sales Representative,

Anthony Jinete
Playsites Plus Surfaces



SYNLAWN®

ESTIMATE

SYNLawn Of New York
59 Franklin St
New York, NY 10013-4020 US

Issued Date: February 4, 2020

Pierson Park

Estimate ID #: E116986
Project: Pierson Park

Customer

Anthony Ross
238 W Main St
Tarrytown, NY 10591-3671 US

Company:

Title:
Work Phone:
Work Email:

Tarrytown
Parks Foreman
(914) 598-7115
aross@tarrytowngov.com

Product	Description	Quantity	Unit	Price	Total
SYNPour Installation 4' CFH	n/a	3200.00	EA	12.00	38,400.00
				Subtotal	38400.00
				Total	38,400.00

Billing Address

238 W Main St
Tarrytown, NY 10591-3671 US

Installation Address

238 W Main St
Tarrytown, NY 10591-3671 US

Sales Rep

Gabe Farrell Phone: 212-247-5296
E-mail: gfarrell@synlawn.com

Notes

1-3 YEAR WARRANTY TBD PENDING SITE VISIT**OPEN
SHOP**2450 SF Existing surface recap of 1" cushion course and
1/2" New EPDM TOP**750 SF NEW WORK 2" Thick surface
including 1/2" EPDM TOP**Gravel Base for 750 SF NEW WORK BY
OTHERS**\$250 ALLOWANCE FOR MATERIALS TO FILL CRACKS
AND HOLES IN EXISTING SURFACE, FINAL AMOUNT TBD
PENDING SITE VISIT**

X

Customer signature

Date

Estimate valid for 30 days after date of issue.

Thank you for your business!

Pro-Techs Surfacing, LLC
P.O. Box 301
Sharon Center, OH 44274
Office# (330)-576-6058
Fax# (330)-576-6786
Cell# (708)-218-8497

Pro-Techs
Surfacing, LLC



Quoted By:	Bill Smith
Quote#:	20200217NYTARTarrytown
Quote Date:	2/17/2020
Customer:	Town of Tarrytown
Attention:	Anthony Ross
Phone Number:	914-598-7115



Job Name: Tarrytown Playground Recap www.pro-techssurfacing.com

Quantity (sq.ft.)	Maximum Critical Fall Height	Depth (inches)	Description	Unit Price	Amount
750 3,200	8 Foot	3.50 0.50	Provide & Install 2-Layer Perma Play 50/50 color with Aromatic Binder 3200 Square Foot Recap 50/50 color with Aromatic Binder	\$9.49	\$37,485.50
1			Refuse Disposal If necessary	\$800.00	\$800.00
3			ASTM F1292-13 Impact Attenuation Test - Up to 3 Structures If necessary	\$250.00	\$750.00
			Total		\$39,035.50

Misc: Customer MUST provide security unless otherwise noted in the notes section.




Notes: This quote does include the cost of Refuse Disposal provided by Pro-Techs Surfacing, LLC. It is the customers responsibility to notify Pro-Techs Surfacing, LLC in writing if they would like to make other arrangements for refuse disposal otherwise, Pro-Techs Surfacing, LLC will assume responsibility and will bill accordingly.

To Be Completed by Customer

Sub-Base Surface 	Concrete	Sub-Base Installed by 	Pro-Techs	Specified ASTM F1292 Score(s)	
	Asphalt		Other Provider	Gmax	
	Rock/Gravel	Prevailing Wage	Yes	No	Date Site Will Be Ready

Final Detail Checklist

(Please provide the additional information below to complete the quote process, if not already provided.)

	Purchase Order Number		Re-confirm Sq Ft		Critical Fall Height(s)
	Location Address		Confirm Colors		Payment Bond(s) Required
	Site Contact		Confirm Binder Type		Job Specs/Drawings/Pictures
	Tax Exempt Certificate				

This quote is prepared based upon the information provided and is subject to change or modification on the final specs and information noted above.

Page 2

Terms and Conditions: Please Read Carefully!

1. This proposal may be withdrawn if not accepted within (30) days of its issuance. Pro-Techs Surfacing, LLC will consider reasonable requests to engage in negotiations for revisions to this proposal, including signing a subcontract that incorporates the terms and conditions of this proposal. A proposal not accepted within (30) days will be subject to price escalation for materials.
2. All work shall be performed according to industry standards. Areas to receive Pro-Techs Surfacing Systems shall be free and clear of all debris. Any changes to the work that is not within the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order. Total proposal amount is subject to change as this proposal is based on customers drawings, descriptions, and specifications.
3. Prior to commencement of Pro-Techs Surfacing's work: (a) Customer shall inspect all areas, playgrounds, drainage, curbs, concrete, asphalt, and compacted aggregate sub-base receiving Pro-Techs Surfacing Systems for proper: slope, depth, size, compaction (95%), installation, and fall zones to be free from any obstructing or incorrectly installed playground structures and submit written approval to Pro-Techs Surfacing within (10) days of commencement, (b) If customer does not provide written approval at least (10) days prior to commencement of Pro-Techs Surfacing's work, then any incurred costs as a result of inadequate job site conditions will be passed on and accepted by the customer. Fees for crew down time which is not caused by an act of god are \$1000.00 per day. Fee for disposal/dumpster is \$800.00, (c) Any job site condition that does not meet Pro-Techs Surfacing's specification will require correction by the customer or the execution of a separate waiver agreement on the customer's behalf.
4. All work is contingent upon strikes, accidents, acts of god, and delays beyond the control of Pro-Techs Surfacing, LLC.
5. In the event a customer requests a proposal for Aromatic binder and quote becomes an active project; (a) Customer assumes all responsibility for any yellowing/amber hue of the surface, (b) Customer also agrees that payment for the project will not breach the terms and conditions of this proposal.
6. This proposal is not valid until receiving company letterhead purchase order and/or quote is signed and received by Pro-Techs Surfacing, LLC.
7. This proposal is subject to credit review and approval. All credit card payments will incur a 3% processing fee. Past due invoice will be billed at 1.5% per month (18% annum). In the case of any default, customer shall pay Pro-Techs Surfacing, LLC reasonable attorney fees and costs, including those on any appeal even if no suit or action is filed.
- 8. Payment terms are 50% down upon receipt of purchase order with balance due upon completion.**

X

Signature

Print

Date