

## LICENSE AGREEMENT

**THIS** License Agreement (“Agreement”) made as of the \_\_\_\_\_ day of December, 2019, by and between the Board of Education of the Nyack Union Free School District (“Board”), governing body of the Nyack Union Free School District (“District”), a public school district duly organized and existing under the laws of the State of New York, having its principal offices located at the Administration Building, 13A Dickinson Avenue, Nyack, New York 10960, and Montefiore Nyack Hospital (“Hospital” or “Licensee”), a not-for-profit hospital duly organized and existing under the laws of the State of New York, having its principal offices located at 160 North Midland Avenue, Nyack, New York 10960 (collectively “Parties”).

**WHEREAS**, this Agreement sets forth the terms of the License granted by the District to the Hospital as well as any other rights set forth herein for its use of the little league/softball field and immediate surrounding area on the grounds of Old Nyack High School, located at 131 North Midland Avenue, Nyack, New York 10960 (“Licensed Area”) as a temporary parking lot during the Hospital’s construction of a new parking garage on the grounds of the Hospital.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. **Grant of License.** The District hereby grants to the Hospital a License to use the Licensed Area as a temporary parking lot during the Hospital’s activities regarding construction of a new parking garage on the grounds of the Hospital, subject to and in accordance with the terms and conditions of this Agreement. A copy of a map showing the Licensed Area is attached hereto and incorporated herein as Exhibit “A”.
2. **Use of Licensed Area.** The Licensed Area is to be used by the Hospital as a temporary parking lot for patients, visitors and other personnel affiliated with and to the Hospital. In so using the Licensed Area, it is understood that the Hospital will, at its own expense, undertake construction work to build a temporary parking lot. It is anticipated that, after construction of the temporary parking lot, the Licensed Area will accommodate 100 parking spaces. The Hospital shall permit the District and Rockland Board of Cooperative Educational Services (“Rockland BOCES”) to use the parking lot after hours for District and Rockland BOCES purposes only, respectively, when needed upon reasonable notice without charge, provided that the District and/or Rockland BOCES, as applicable, submit appropriate insurance documentation and indemnification agreement as reasonably requested by the Hospital.

### 3. Term of License.

- a. The initial term of the License shall be for a period not less than one (1) year and up to eighteen (18) months after the date that the Hospital commenced use of the Licensed Area. Use of the Licensed Area by the Hospital will not commence until all required final and non-appealable approvals are received by the Hospital from the Village of Nyack ("Village") Land Use Boards and any other required entity or authority to begin construction work for the temporary parking lot on the Licensed Area and thereafter the new parking garage on the grounds of the Hospital as well as all financing is required to be obtained by the Hospital. The Hospital will keep the District reasonably informed of the status of all approvals sought by the Hospital as well as any and all financing contingencies. The District will reasonably cooperate with the Hospital in making appearances or presentation of plans or other submission of information required by any Village Board or other entity or authority regarding approval to construct the temporary parking lot, but such cooperation by the District shall not require the District to expend any monies. The Hospital shall promptly notify the District in writing of the date when it is in receipt of all such approvals and has obtained all such financing, such date will constitute the date that the Hospital commenced use of the Licensed Area. The Hospital shall keep the District reasonably informed about the status of the construction and use of the temporary parking lot as well as the status of the construction of the Hospital's new parking garage on the grounds of the Hospital, including, but not limited to, monthly written summary updates to the District's Superintendent of Schools or designee. The Hospital shall notify the District in writing of the date when it will end use of the Licensed Area, such end date to occur during the period between the expiration of one (1) year and eighteen (18) months after the date that the Hospital commenced use of the Licensed Area and such written notification to be received by the District at least thirty (30) days prior to the end date.
- b. The Hospital shall promptly notify the District in writing in the event that the Hospital will not be ready to end use of the Licensed Area by eighteen (18) months after the date that the Hospital commenced use of the Licensed Area and, upon receipt of such written notification by the District, the term of the License shall be extended for an additional six (6) months beyond the eighteen (18) months after the date that the Hospital commenced use of the Licensed Area. The Hospital shall thereafter notify the District in writing of the date when it will end use of the Licensed Area, such end date to occur no later than six (6) months beyond the eighteen (18) months after the date that the Hospital

commenced use of the Licensed Area and such written notification to be received by the District at least thirty (30) days prior thereto.

- c. Under no circumstances shall the initial term and any extended term of the License total more than two (2) years after the date the Hospital commenced use of the Licensed Area.

#### 4. License Fee.

- a. As a lump sum fee for the License, the Hospital will pay the District the amount of \$125,000, payable in two (2) equal installments, the first of which shall be due within thirty (30) days after the Hospital first commenced use of the Licensed Area with the consent of the District and second of which shall be due within thirty (30) days after the date when the Hospital ended use of the Licensed Area. Payment will be made by the Hospital by check mailed (postmarked) to the District on or before the due date.
- b. In addition, as a monthly use fee for the License, the Hospital will pay the District the amount of \$5,000 per month (100 parking spaces, \$50 per parking space per month) during the initial term of the License, which shall be increased by one and one-half times to the amount of \$7,500 per month (100 parking spaces, \$75 per parking space per month) during any extended term of the License. Payment will be made by the Hospital by check mailed (postmarked) to the District within the first five (5) days of the applicable month.

5. **Termination.** This Agreement may be terminated by either party upon ten (10) days written notice to the other party in the event that the Hospital has not commenced use of the Licensed Area on or before ninety (90) days after all required final non-appealable determinations by all Village Boards and other required entity(ies) or authority(ies) but not to exceed one (1) year after the date of full execution of this Agreement. If so terminated, the Hospital will pay the District a termination fee in the amount of \$41,377.50 by check mailed (postmarked) to the District within fifteen (15) days after the date of termination of this Agreement.

6. **Licensed Area As-Is.** The Licensed Area is being made available hereunder for the permitted use on an "AS-IS" basis and subject to the other terms and conditions hereof. The District does not make, and hereby disclaims, any express, implied, statutory, or common law warranty, guarantee, or promise, representation or assurance INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, concerning the suitability or condition of the Licensed Area for any purpose including, without limitation, the permitted use. Licensee

represents and warrants that it has examined or has had an opportunity to examine the Licensed Area and is fully and completely satisfied with the condition, fitness and order thereof.

7. **No Alteration of Premises.** Except as otherwise set forth in this Agreement, Licensee shall not, and shall not permit anyone else under its control, to alter or make any improvements to or on any portion of the Licensed Area without the prior written consent of an authorized representative of the District. Except as otherwise set forth in this Agreement, Licensee shall not, and shall not permit anyone else to, display or erect any lettering, signs, pictures, notices or advertisements upon any part of the Licensed Area, without the prior written consent of an authorized representative of the District, which consent shall not be unreasonably withheld.
8. **Construction of Temporary Parking Lot.** The Hospital will, at its own expense, undertake construction work to properly build the temporary parking lot, including, but not limited to, excavation of the little league/softball field and immediate surrounding area, grading of soil, preparation of subgrade base, drainage, curbing, suitable top layer for a temporary parking lot (paving if required by the Village), painted parking space markings, concrete parking barriers, parking lot traffic signage, lighting, street entrance and exit lanes with barrier gates, in accordance with industry standards and all applicable laws, regulations and codes as well as municipal approvals. Without limiting the generality of the foregoing sentence, the Hospital shall be responsible for any and all costs associated with the temporary parking lot for compliance with all applicable laws, regulations and codes as well as municipal approvals, including, but not limited to, the State Environmental Quality Review Act (“SEQR”) and Stormwater Pollution Prevention Plan (“SWPPP”). The Hospital will use its best efforts to expeditiously commence and complete construction of the temporary parking lot. The District and the Hospital will reasonably cooperate with each other in the provision of public information that will keep District and Village residents reasonably informed of construction efforts for the temporary parking lot.
9. **Supervision.** During the term of the License, the use of the Licensed Area shall be conducted by, and remain under, the direct supervision and control of the Hospital. The Hospital shall be responsible for and ensure that adequate supervision is maintained over the Licensed Area at all times during the construction and use of the temporary parking lot for the term of the License.
10. **Fencing.** The Hospital will, at its own expense, install and maintain appropriate fencing around the Licensed Area at all times during the construction and use of the temporary parking lot for the term of the License.

11. **Maintenance and Repair.** The Hospital will, at its own cost, maintain the Licensed Area (temporary parking lot) in good condition and repair at all times during the term of the License and in accordance with all applicable laws, regulations and codes as well as municipal approvals.
12. **Clean Condition.** The Hospital will, at its own cost, keep the Licensed Area (temporary parking lot) clean and healthful at all times during the term of the License. The Hospital shall be responsible for removal of garbage on the Licensed Area (temporary parking lot). The Hospital shall be responsible for removal of all graffiti on the Licensed Area (temporary parking lot). The Hospital shall be responsible for all snow plowing and removal of snow and ice as well as removal of any other debris on the Licensed Area (temporary parking lot). The Hospital shall be responsible for all landscaping and lawn mowing on the Licensed Area (temporary parking lot).
13. **Utilities.** The Hospital shall be responsible for the cost for any and all utilities, including, but not limited to, water, electricity and gas, which may be needed for its use of the Licensed Area (temporary parking lot) during the term of the License.
14. **Damage to District's Premises.** Licensee shall be solely responsible and shall reimburse the District for the reasonable cost of repairs incurred by the District to correct damage to the District's premises in or around the Licensed Area, or any portion thereof, that is caused by Licensee, its officers, employees, agents and invitees. Licensee shall reimburse the District for the cost of such repairs within sixty (30) days after receipt of written demand for payment by the District. The District shall give the Hospital written notice of any such damage and provide the Hospital thirty (30) days to repair any such damage, unless the damage is of such a nature to threaten the health, safety or welfare of those using the Licensed Area in which event the damage shall be repaired by the Hospital immediately.
15. **Restoration of Licensed Area.** At the end of the term of the License, the Hospital shall, at its own expense, return the Licensed Area to the District in substantially the same condition as it was prior to Licensee's use thereof, except that, instead of a little league/softball field, the Hospital shall have properly restored the Licensed Area (temporary parking lot) to a level grass field in accordance with the Site Demolition and Turf and Grasses specifications annexed hereto as Exhibits "B" and "C", respectively, and in accordance with industry standards and all applicable laws, regulations and codes as well as municipal approvals. Prior to beginning the restoration of the Licensed Area, the Hospital shall submit a drainage and grading drawing(s) for review and approval of the District.

Simultaneous with the delivery of the executed Agreement, the Hospital shall, at its own expense, deliver to the District a performance bond and labor and materials

payment bond each in the amount of \$250,000 as security for the Hospital's faithful performance of the restoration of the Licensed Area and for its payment of all companies/persons performing labor or furnishing materials in connection therewith, having as surety thereon such surety company(ies) as are authorized to transact business in the State of New York. Such bonds must be in compliance with all statutory requirements of the State of New York. Such surety is(are) subject to the approval of the District and may be rejected by the District without cause. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the District in its sole discretion. Such bonds shall remain in effect for a period of not less than one (1) year following final completion of the restoration of the Licensed Area. Bonds shall be executed by a responsible surety licensed to do business in the State of New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category. Such bonds shall further be executed by a surety that is currently listed on the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended. Every bond must display the surety's bond number. Each bond must be accompanied by an original power of attorney, giving the names of the attorneys-in-fact and the extent of their bonding capacity. The District may, in its sole discretion and without prior notice to the Hospital, inform the surety of the progress of the Hospital's restoration of the Licensed Area and obtain consents as necessary to protect the District's rights, interest, privileges and benefits under and pursuant to any such bond(s). If the surety on any bond furnished by the Hospital is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of New York or it ceases to meet the requirements herein, the Hospital shall, at its own expense, within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the District.

In addition, to provide assurance to the District of the Hospital's performance to so vacate the Licensed Area at the end of the term of the License, the Hospital agrees that the Attorney for the District may hold in escrow the originally executed documents annexed hereto as Exhibit "D" being a Final Judgment and Order of Possession and Exhibit "E" being a Warrant of Eviction, the issuance of which is consented to by the Hospital. In the event of any need by the District to enforce such Judgment and Warrant, then said originally executed documents may be released from escrow and fully enforced by the District. In the event of enforcement, the Hospital shall reimburse the District for any reasonable attorney's fees, costs and disbursements so incurred by the District to remove the Hospital from the Licensed Area, including any summary proceeding.

**16. District Access.** The District shall have complete and total access at all times and in all areas of the Licensed Area.

17. **Licensee's Conduct.** The Licensee is responsible for the conduct of its employees, its volunteers, its representatives and its invitees (except for the District and/or Rockland BOCES) while in the Licensed Area. There shall be no cursing or indecent, offensive or disrespectful behavior permitted in the Licensed Area by the Licensee or any of its employees, its volunteers, its representatives or its invitees. The Licensee and its employees, its volunteers, its representatives and its invitees shall obey all applicable rules for public conduct on District property. Smoking is not permitted in the Licensed Area. All trash must be placed in receptacles.

18. **No Responsibility for Licensee's Property.** The District assumes no responsibility whatsoever for any property brought on the Licensed Area by the Licensee or any of its employees, volunteers, representatives or invitees.

19. **No Concession Sales.** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the Licensed Area.

20. **Independent Contractor; No Partnership.** None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other, solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto nor any of their respective officers, directors, elected officials, administrators, employees or agents shall be construed to be an agent, employer or representative of the other Party. Each Party covenants and agrees that its employees, servants and agents will neither hold themselves out as nor claim to be employees, servants or agents of the other Party, and that its employees, servants and agents will not make any claim, demand or application for any right or privilege applicable to officers or employees of the other Party including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit. Notwithstanding any provision herein to the contrary, no partnership or joint venture has been created between the Parties by virtue of this Agreement.

## 21. **Insurance.**

Notwithstanding any terms, conditions in provisions, in any other writing between the parties, the Licensee hereby agrees to effectuate the naming of the Nyack Union Free School District as an additional insured on the Licensee's insurance policies.

The policy naming the Nyack Union Free School District as additional insured shall:

- Be an insurance policy from an A.M. Best rated “secure” or better, New York State admitted insurer;
- The Nyack Union Free School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District.
- State that the Licensee’s coverage shall be primary and non-contributory coverage for the Nyack Union Free School District, its Board of Education, employees and volunteers.
- State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

The Licensee agrees to indemnify the Nyack Union Free School District and its Board of Education for any applicable deductibles and self-insured retentions.

Required Insurance:

- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate on a per location basis;  
\$300,000 damage to rented premises each occurrence limit.
- **Excess Insurance**  
\$2,000,000 each occurrence and aggregate on a “follow-form” basis.
- **Property Insurance**  
Coverage for the Licensee’s business personal property, improvements and betterments and extra expense. The deductible shall not exceed \$1,000. The policy shall contain a waiver of subrogation in favor of the District.
- **Workers’ Compensation and N.Y.S. Disability**  
Statutory Workers’ Compensation, Employers’ Liability and N.Y.S. Disability Benefits Insurance for all employees.

Licensee acknowledges that failure to obtain such insurance on behalf of the Nyack Union Free School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The Licensee is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

At the District’s request, the Licensee shall provide a copy of the declaration page of the liability policy with a list of endorsements. If so requested, the Licensee will provide a copy of the policy endorsements.



The Nyack Union Free School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Licensee further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

22. **Indemnification.** To the fullest extent permitted by law, the Hospital shall defend, indemnify and hold harmless the District, its Board of Education, administrators, employees and agents, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from the use of the Licensed Area under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and that is (ii) caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of this Agreement. The obligation of the Licensee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Licensee. The obligation to defend, indemnify and hold harmless the District, its Board of Education, administrators, employees and agents shall survive the termination or expiration of this Agreement to the longest period of time reflected in any applicable statute of limitations under New York State law.
23. **Agreement Non-assignable.** The License granted hereunder and this Agreement, and the obligations and privileges conferred on Licensee in this Agreement are not assignable without the prior written consent of the District, which shall not be unreasonably withheld. The District has been informed that the Hospital may enter into an agreement to undertake construction through the National Development Council ("NDC") or subsidiary used by NDC or the Hospital in connection with construction of the new parking garage on the grounds of the Hospital or the use of the Licensed Area. Notwithstanding any such assignment, the Hospital shall remain responsible for all payments and restoration of the Licensed Area under the Agreement.
24. **Authorities.** Licensee will secure all necessary permits, licenses and certificates from the appropriate regulatory agencies, if any are required, and shall maintain compliance with all local, federal and state laws.
25. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.

26. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
28. **Mutual Agreement.** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
29. **Entire Understanding.** This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and representations are merged herein and are of no further force and effect.
30. **Authority to Enter Agreement.** The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of that party and bind that party with respect to the obligations enforceable against that party in accordance with the terms contained herein.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement the day and year first above written.

MONTEFIORE NYACK HOSPITAL

BOARD OF EDUCATION OF THE  
NYACK UNION FREE SCHOOL  
DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

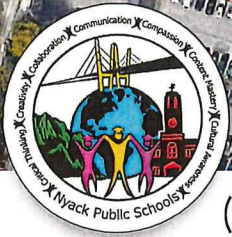
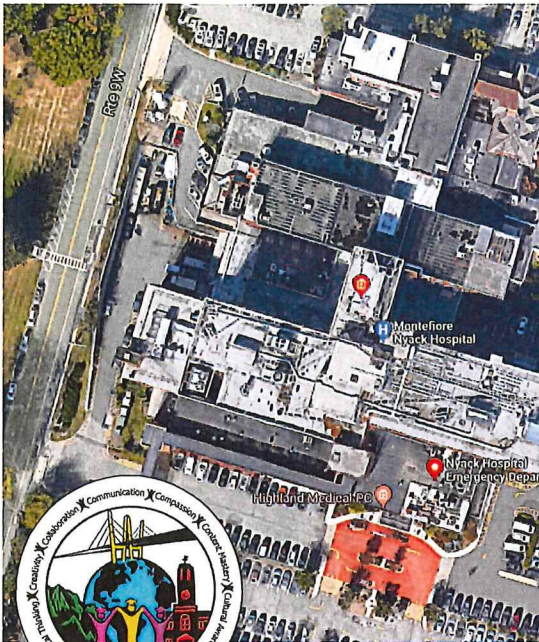
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# EXHIBIT A



(845) 353-7000

nyackschools.org

Map data ©2019 Google

SEE ORANGE SHADED AREA WITHIN WHITE DOTTED LINES

# EXHIBIT B

**SECTION 02075  
SITE DEMOLITION**

**PART 1 - GENERAL**

The Contract Drawings and all other specification sections along with all provisions included within this Contract package, Instructions to Bidders, and other General Conditions apply to this section. The Contractor must accept the site as is and shall be deemed to have inspected the site and reviewed all Contract Documents prior to submitting a bid. Final specifications, plans, materials and details are subject to the final agreement between the Nyack Union Free School District and Montefiore Nyack Hospital.

**1.01 SCOPE OF WORK**

- A. Overall work under this Contract shall include all labor, materials, equipment, supervision, coordination efforts, permitting costs, certificate costs, services, filing fees, testing costs, security, insurance and all other associated or related items specified herein that are necessary and are required to complete the Work. Work elements shall include, but not be limited to the following:
  - 1. Demolition and removal of all existing site structures including but not limited to all fencing, gates, walls, railings, and free-standing items (e.g. bollards, signs, sign posts, light poles, light pole bases, canopies, etc.) whether noted or not on the drawings.
  - 2. Removal of existing sidewalks, drives, curbs, pavement, etc.
  - 3. Removal/Abandonment of existing above-ground and underground utilities and associated structures. It shall be the responsibility of the Contractor to accurately locate all facilities and to determine their extent. If such facilities obstruct the progress of the work and are not indicated to be removed or relocated, they shall be removed or relocated only as directed by the Owner.
  - 4. Installation and maintenance of soil erosion and sediment control measures.
  - 5. Removal from site and disposal of all excess and unusable material.

**1.02 RELATED SECTIONS**

- A. Section 02020 - Soil Erosion and Sediment Control
- B. Section 02900 – Site Landscaping

**1.03 REFERENCE STANDARDS**

- A. National Association of Demolition Contractors (NADC) - Demolition Safety Manual, latest edition.

- B. All applicable OSHA requirements and other Federal, State, and local codes, laws, ordinances, regulations, and guidelines for demolition and related work.
- C. Local building code, latest edition and other local regulations.

1.04 QUALITY ASSURANCE

- A. The Owner reserves the right to direct any inspection that is deemed necessary. The Contractor shall provide free access to the site for inspection activities.
- B. The Contractor shall provide and maintain a capable and experienced field person representing the Contractor to oversee all demolition operations. The representative shall be on site during all operating hours of the project.
- C. The Contractor shall obtain and pay for any permits, bonds, licenses, etc., required for demolition work.
- D. The Contractor shall conduct any work within street or highway right-of-ways in accordance with the requirements of the governmental agencies having jurisdiction and shall not begin until these governing authorities have been notified. The Contractor shall restore to their present conditions any public right-of-way that is disturbed by the work under this section. All pavement restoration work in public rights-of-way shall be performed to the proper satisfaction of the governmental agencies having jurisdiction.

1.05 SUBMITTALS

A. PERMITS

Prior to the commencement of work, the Contractor shall submit to the Owner record copies of all required permits and certificates obtained for the work in this section. The Contractor shall incur all fees and other requirements associated with obtaining the required permits and certificates.

1.06 SITE DESCRIPTION

- A. See contract drawings for extent and scope of work.

1.07 DEFINITIONS

- A. The following definitions apply specifically to this Section:
  - 1. "Owner" means Nyack Union Free School District.
  - 2. "Contractor" means the successful awarded bidder for this Contract.
  - 3. "Consultant" and "Owner's Engineer" means the engineering firm, or its representative, hired by Montefiore Nyack Hospital to prepare the

demolition plans and specifications and inspect the operations and procedures of the Contractor.

- 4. "Governing Authorities or Agencies" means any and all Federal, State or local authorities or entities having jurisdiction over any part, method, procedure, operation or other element pertaining to work and/or this Contract.

**1.08 WORKING HOURS**

- A. The Contractor shall limit all work for this project between 8:00 a.m. and 4:30 p.m. Monday through Friday. No work shall be done on Saturdays, Sundays or Holidays unless permission is given by the Owner and work on such days is not in conflict with local ordinance.

**1.09 CONTRACT LIMIT LINE**

- A. The contract limit line for demolition work is shown on the Contract Drawings. No equipment, materials, and/or trailers shall be kept or stored outside the contract limit line.
- B. Other trades and work may be ongoing onsite during demolition operations. The Contractor shall coordinate his/her work so as not to interfere with work of other trades.

**1.10 UNACCEPTABLE PERFORMANCE**

- A. The Contractor shall remove from the project any individual employed by the Contractor who is performing work in an unacceptable manner as determined by Owner. The Contractor shall not be allowed claims for delays or down time resulting from the removal of such employees.

**1.11 ENVIRONMENTAL REQUIREMENTS**

- A. Noise-producing activities shall be held to a minimum. Internal combustion engines and compressors, etc., shall be equipped with mufflers to reduce noise to a minimum. The Contractor shall comply with all noise abatement ordinances.
- B. The work areas shall be sufficiently dampened to prevent dust from rising during demolition activities.
- C. The Contractor shall see to it that trucks leaving the site shall do so in such a manner that mud and earth will not be deposited on adjacent street pavements. Any mud or earth deposited on street pavements shall be promptly removed by the Contractor.

**1.12 TEMPORARY SHORING AND PROTECTION**

- A. Any damage done by the Contractor to existing pipe lines, utilities, etc., to remain shall be repaired by the Contractor and at his expense in a manner acceptable to the



Owner of the damaged property. The Contractor shall report any existing damage prior to his beginning work.

- B. The Contractor shall provide necessary temporary shoring, bracing, etc., and maintenance thereto required in accordance with all applicable OSHA Standards for the completion of demolition work.
- C. The Contractor shall insure the provisions of adequate bracing, shoring, lamps, fencing, warning signs, and flags as required by agencies having jurisdiction and as directed by the Owner. Remove same when necessity for protection ceases.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Materials are as specified on the Contract Drawings when applicable. See related sections for additional product specifications.

**PART 3 - METHOD OF CONSTRUCTION**

**3.01 GENERAL**

- A. The Contractor is responsible for the demolition of existing concrete slabs, retaining walls, walks and curb, asphalt pavement, utilities, signs and miscellaneous items encountered. All materials in accordance with all applicable Federal, State, County and Local codes and regulation governing legal transportation and disposal of work.
- B. The general scope of demolition work is shown the contract drawings. The Contractor shall include for all demolition work necessary to accomplish the construction project.

**3.02 SITE VISIT**

- A. The Contractor shall visit the site and verify the location of all pertinent items prior to submitting a bid so that the difficulties associated with execution of the contract are fully understood. No additional compensation will be allowed for failure to be so informed.

**3.03 SOIL EROSION SEDIMENT CONTROL**

**A. GENERAL**

- 1. The Contractor shall install all soil erosion and sediment control measures in accordance with the requirements indicated on the Contract Drawings. All work shall be performed in accordance with the requirements of the Standards for Soil Erosion and Sediment Control in New York, latest revision. A Stormwater Pollution Prevention Plan ("SWPPP") and associated Notice

of Intent will need to be submitted to the New York State Department of Environmental Conservation ("NYSDEC") for the project if more than one acre of soil is disrupted. Weekly inspections of erosion issues will be needed once one acre of soil is disrupted.

2. The Contractor shall be responsible for maintenance of all soil erosion and sediment control measures during the Contract.
3. The Contractor shall keep all streets clear of dirt and sediment and shall be responsible for any cleaning of the streets necessary during the course of the project.
4. The Contractor shall, if necessary, obtain approval from and comply with all additional directives issued by the Village of Nyack.

**B. SEQUENCE OF CONSTRUCTION**

1. The Contractor shall, if necessary, submit written notification to the applicable Village of Nyack department(s)/representative(s) at least 72 hours prior to the start of construction of any soil erosion and sediment control measures.
2. A temporary crushed stone wheel cleaning pad shall be installed at the construction entrance/exits as shown on the Contract Drawings.
3. Filter fabric silt fence shall be installed and maintained at locations shown on the Contract Drawings.
4. All soil erosion and sediment control measures shall be maintained until all work under this Contract is completed.
5. The Contractor shall, as necessary, notify the Village of Nyack and Nyack Union Free School District upon commencement and completion of the project.

**3.04 UTILITIES**

**A. GENERAL**

Existing utilities service shall not be interrupted unless authorized in writing by authorities having jurisdiction and the owner of the utility. Any temporary interruption necessary shall be directly coordinated and supervised by utility company personnel. The Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to governing authorities and the affected utility companies.

**B. MAINTENANCE**

The Contractor shall maintain and protect from damage all existing above and below

ground utilities that are to remain. Other utilities to remain includes, but are not necessarily limited to, above ground utility lines and transformers within the public right-of-ways. The Contractor shall immediately repair or have repaired by the appropriate utility company any damage incurred by utilities during demolition work at no cost to the Owner or municipality. The Contractor shall be responsible for notifying and coordinating with the appropriate utility companies the shut-off of utilities that are to be abandoned as part of this Contract.

**C. ABANDONMENT/REMOVAL**

1. The Contractor shall disconnect and cap/terminate all services including but not limited to water, storm drainage and sanitary sewers, gas, electric, telephone, cable TV, steam tunnels, etc. prior to demolition. The Contractor shall determine if utility laterals to the buildings to be demolished are direct and exclusive to the building before disconnection is performed.
2. Prior to removal, all utilities and sewers shall be properly purged and evacuated of all residual gases, oils, etc. or de-energized in the case of electric, telephone or other communications services. All purging and testing shall be approved by local utility or sewer companies and governing authorities having jurisdiction.
3. The Contractor or appropriate utility or sewer company (if required) shall seal and/or plug the ends of all disconnected utilities where indicated on the plan or, if not indicated, at the Contract limit line with lean concrete, gasketed blank steel seal plates, or other measures as recommended and required by the utility or sewer company or Consultant. All plugs shall be inspected by the Consultant and appropriate utility or sewer company prior to backfilling.
4. All utility disconnections shall be performed no later than 15 days prior to the scheduled start of demolition and must precede the demolition permit application procedure.

**D. RESTORATION**

1. All underground utility lateral removals shall be properly backfilled and all disturbed pavements within the public right-of-way shall be restored to their pre-demolition (existing) condition. This includes the restoration of concrete pavement, concrete curbing, and asphalt pavement within the public right-of-way. All pavement and curbing shall be saw cut prior to excavation in order to produce a clean and neat edge. Replacement pavement and curbing shall be equal in design performance to the existing condition and as directed by the Consultant and/or the local authority having jurisdiction. All restoration work shall be performed immediately following utility removal and backfill completion.
2. Rough grade backfill installed in the demolished field temporary parking lot to the playfield contour required by the Nyack Union Free School District.

3. Install a minimum of 6" of screened topsoil over backfilled areas. Finish grade the surface to be free of depressions that will trap water, the playfield area must be graded to properly drain. Seed all disturbed areas.

**3.05 DISPOSAL OF DEMOLISHED MATERIALS**

**A. GENERAL**

1. The Contractor shall remove from the site all debris, rubbish and other materials resulting from demolition and shall safely and legally dispose of all these items in accordance with applicable Federal, State and local codes and regulations.
2. Recycling of demolition debris is strongly encouraged. All recycling must be done in accordance with all currently applicable State waste flow regulations, County and City requirements.
3. Burning of any demolished materials on-site shall not be permitted.

**B. SUBMITTALS**

1. Written permission shall be obtained from the property owner on whose property the demolition material is to be disposed. Copies of the agreements shall be furnished to the Owner prior to removing any materials from the demolition site.
2. The Contractor shall provide manifests for each truck that exits and enters the site with demolition and construction material to the Consultant and the Owner. These manifests shall indicate the following:
  - Date and time of departure from the demolition site
  - Type of material carted off-site or type of material brought on-site
  - Amount of material (in tons)
  - Truck I.D. number
  - Final destination of the excess material
  - Date and time of entry to the demolition site
  - Amount of material
  - Source of material brought on-site

**C. REMOVAL**

1. The Contractor shall legally and safely transport and dispose off-site all demolished materials in accordance with local, State and Federal regulations governing such operations.
2. The Contractor shall be responsible for locating and making arrangements for the safe, legal disposal of demolition material off-site during the entire course of the Contract.

**END OF SECTION 02075**

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EXHIBIT C

NYACK UNION FREE SCHOOL DISTRICT  
OLD NYACK HIGH SCHOOL FIELD REHABILITATION

SECTION 329200 - TURF AND GRASSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Subsoil preparation
- B. Placement of topsoil
- C. Seeding and application of soil amendments and fertilizers
- D. Mulching
- E. Protection of seeded areas
- F. Turf maintenance during warranty period
- G. Cleanup and protection
- H. Inspections and final acceptance

1.02 RELATED SECTIONS

- A. Section 024113 – Selective Site Demolition

1.03 SUBMITTALS

- A. Provide a material submission for all products scheduled to be utilized in the establishment of the new lawn area.
- B. Quality Control Submittals
  - 1. Experience Listing: Submit a list of completed projects including owner's contact information and telephone number for each project, demonstrating compliance with applicable "Qualifications" requirements specified in the "Quality Assurance" section of this specification.
  - 2. Topsoil Analysis Report: Submit topsoil analysis report for on-site stockpiled or imported topsoil. Do not mix or utilize topsoil until a soil analysis report is approved by the Project Designer.
    - a. Provide required representative samples of topsoil and organic or inorganic amendment materials proposed for use in the project to the independent testing agency noted below for analysis and recommended treatment. The Contractor shall pay for all costs incurred for testing and analysis of the soil material. Test reports shall be from current year.
    - b. All reports shall be sent to the Owner's Representative for approval.
    - c. Samples of imported topsoil to be brought to the site must be approved prior to delivery.
    - d. Deficiencies in the topsoil shall be corrected by the Contractor, as directed by the Owner's Representative, after review of the testing agency report.
    - e. Ensure test reports include specific recommendations regarding exact types, times and rates of application of soil additives and fertilizers based upon soil test results and type of seed mix to be planted. Follow soil additive recommendations before and during topsoil respread operations. Include the following in the topsoil analysis:
      - (1) pH factor
      - (2) Percent organic matter as determined by a Loss on Ignition or Walkey/Black Test (ASTM F-1647).
      - (3) Proctor testing per ASTM D698.
      - (4) Chemical analysis testing nitrogen, phosphorus, potassium, calcium, magnesium, cation exchange capacity, base saturation percentages, micronutrients and acidity (pH).

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- (5) Particle size analysis of the topsoil as determined by ASTM F-1632, performed and compared to the USDA Soil Classification System.
  - f. Include in the recommendations the type, composition, rate and means of application of soil amendments and fertilizer necessary to establish the required pH factor, organic matter content and supply of nutrients satisfactory for planting.
  - g. All materials and procedures regarding soil amendments and fertilizers specified in this section are approximate; adjust all soil amendments to comply with the test reports.
3. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed for each grass seed species.

1.04 QUALITY ASSURANCE

- A. Worker's Qualifications: The person's performing turf grass related installations and supporting work and their direct supervisor shall be personally experienced in the construction and caring of lawn areas. On site supervisory personnel shall have been employed by the company engaged in the installation and care of lawn areas for a minimum of five years. All other individuals on the landscape crew must have a minimum of six months experience in the landscape contracting industry.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: Ship seed and associated materials with certificates of inspection required by governing authorities.
- B. Do not make substitutions. If specified seed material is not obtainable, submit to the Owner's Representative proof of non-availability and a proposal for use of equivalent material.
- C. Store all seed at the site in a cool, dry place as approved by the Owner's Representative. Replace any seed damaged during storage.
- D. Deliver seed in vendor's unopened packages bearing labels showing the vendor's name and seed analysis by weight.
- E. Deliver fertilizer in the manufacturer's standard sized bags showing the weight, analysis, and manufacturer's name. Store all fertilizer under a waterproof cover or in a dry place as approved by the Owner's Representative.

1.06 PROJECT CONDITIONS

- A. Water: If available on the site, water will be supplied for the purpose of watering newly planted lawn areas at no cost to the contractor. If water is not available on site, the contractor shall supply water at their own cost as required to maintain the health of the newly planted material.
- B. Provide irrigation materials capable of adequately watering new lawn areas until acceptance.

1.07 PESTICIDE APPLICATIONS

- A. Any contractor applying pesticides must notify the Owner's designated pesticide representative and all property neighbors not less than 48 hours in advance of any pesticide application including herbicides, insecticides and fungicides in accordance State Regulations and the School Pesticide Neighbor Notification Law, Section 409-H of the New York State Education Law and Commissioner's Regulation 155.24.

1.08 SEQUENCING AND SCHEDULING



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- A. Proceed with and complete lawn planting as rapidly as portions of the site become available, working within seasonal limitations for the work required.
- B. Seed lawn areas during a period between August 15 and October 1. Seeding during unseasonable conditions must be reviewed and approved with the Owner's Representative.
- C. The Contractor shall complete a minimum of three mowings before requesting the Owner's Representative's review for acceptance of seeding work.

PART 2 PRODUCTS

2.01 SEED

- A. Grass seed shall be certified "Blue Tag" seed composed of a blend of varieties mixed in proportion by weight and tested for minimum percentages of purity and germination. Submit the proposed mixture to the Project Designer for approval.
  - 1. Fall Seeding: Seed blend shall consist of 100% Kentucky Bluegrass on a weight basis. The seed shall be a blend of at least three Kentucky Bluegrass varieties of which no less than 60% of the seed shall be at least two of the following cultivars; Rambo, Princeton-105, Wildwood, Allure, Coventry, Champagne, Northstar, Cardiff, Nimbus, Raven, SR2100, Misty, America, Brilliant, Limousine, Conni, Liberator, Apollo, NuGlade, Total Eclipse, Unique, Impact, Midnight, Arcadia and Serene.
  - 2. Spring Seeding (If approved by the Owner's Representative): Seed blend shall consist of 80% Kentucky Bluegrass and 20% Perennial Ryegrass on a weight basis. The seed shall be a blend of at least two Kentucky Bluegrass varieties of which no less than 60% of the seed shall be at least two of the following cultivars; Rambo, Princeton-105, Wildwood, Allure, Coventry, Champagne, Northstar, Cardiff, Nimbus, Raven, SR2100, Misty, America, Brilliant, Limousine, Conni, Liberator, Apollo, NuGlade, Total Eclipse, Unique, Impact, Midnight, Arcadia and Serene. The Perennial Ryegrass may be any one of the following cultivars; Palmer III, Calypso II, Brightstar II, Secretariat, Monterey, Catalina, Pennant II, Premier II, Sonata, Sunshine and Ascend. The Perennial Ryegrass shall have a minimum germination percentage of 85%. The percentage of weed seed shall not exceed 1% and other crop seed shall not exceed 0.5% by weight of the mixture. Any variety substitutions or deviations from these specifications must be approved by the Owner's Representative.

2.02 TOPSOIL

- A. Use either approved topsoil imported to the project site or approved on-site topsoil stripped, stockpiled and amended to meet the required specifications.
  - 1. On-site topsoil shall be from existing stockpiles stripped from the project site and approved by the Owner's Representative.
  - 2. Where quantity of topsoil required exceeds that available from on-site stockpiles, provide imported topsoil from local sources or from areas having similar soil characteristics to that found on the project site which are producing or have produced fair to good yield farm crops without unusual fertilization for a minimum period of ten years or from arable or cultivable areas supplied with good natural drainage. Do not obtain topsoil from bogs or marshes or from farmland that has utilized "Atrazine" or similar herbicide within the past five years.
- B. Provide topsoil conforming to the following:

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1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely free of dense material, hardpan, sod, or any other objectionable foreign material.
2. Containing not less than four percent nor more than 20 percent organic matter in that portion of a sample passing a ¼” sieve when determined by the wet combustion method on a sample dried at 105 degrees F.
3. Containing a pH value within the range of 6.3 and 7.0 on that portion of the sample which passes a ¼” sieve.
4. On-site and imported topsoil shall be mechanically screened prior to respreading to comply with the following gradation:

SIEVE DESIGNATION	PERCENT PASSING
¾ inch	100
¼ inch	97 – 100
No. 200	20 - 65

2.03 FERTILIZER

- A. Mixed commercial fertilizers containing total nitrogen, available phosphoric acid and soluble potash in the ratio of 10-6-4 (50% N/UF). 50% of the total nitrogen shall be derived from a urea form furnishing a minimum of 3.5% water insoluble nitrogen (3.5% WIN). The balance of the nitrogen shall be present as methylene urea, water soluble urea, nitrate and ammoniacal compounds.

2.04 LIME

- A. Dolomitic Limestone: Approved agricultural dolomitic limestone containing no less than 50% of total carbonates and 25% total magnesium with a neutralizing value of at least 100%. The material shall be ground to such a fineness that 40% will pass through a number 100 U.S. standard sieve, and 98% will pass through a number 20 U.S. standard sieve. The lime shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer’s guaranteed analysis. Any lime which becomes caked or otherwise damaged making it unsuitable for use will be rejected.
- B. Calcitic Limestone: Approved agricultural calcitic limestone containing a minimum of 86% calcium carbonate expressed as CaCO<sub>3</sub>. The material shall be ground to such a fineness that 40% will pass through a number 100 U.S. standard sieve, and 98% will pass through a number 20 U.S. standard sieve. The lime shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer’s guaranteed analysis. Any lime which becomes caked or otherwise damaged making it unsuitable for use will be rejected.

2.05 MULCH

- A. Dry Application Straw: Stalks of oats, wheat, rye or other approved crops which are free from noxious weeds. Weight shall be based on 15% moisture.
- B. Hydro-Application: Colored wood cellulose fiber product specifically designed for use as a hydro-mechanical applied mulch.
  1. For convenience, details and specifications have been based on the following manufacturers and their products:
    - a. Conwed Hydro Mulch as manufactured by Conwed Fibers, Hickory NC.

PART 3 EXECUTION

NYACK UNION FREE SCHOOL DISTRICT  
OLD NYACK HIGH SCHOOL FIELD REHABILITATION

3.01 EXAMINATION

- A. Installer Verification of Conditions: Examine conditions under which lawn installation is to be completed with the materials and components specified in this section. Affected Prime Contractors and the Owner's Representative shall be notified in writing of any conditions detrimental to the proper and timely installation of the work.
  - 1. When the installer confirms conditions as being acceptable, to ensure proper and timely installation of the work and to ensure requirements of applicable warranties or guarantees can be satisfied, submit written confirmation to the Owner's Representative. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to the installer.

3.02 PREPARATION

- A. Strip and stockpile full depth of existing topsoil. Screen topsoil to comply with gradation specifications prior to respread of the material.
- B. Perform earthwork operations to accomplish design elevations as required by the Owner. Loosen subgrade of lawn areas to a minimum depth of four inches. Remove stone and any other deleterious matter encountered over 1½" in any dimension within the subgrade.
- C. Respread screened topsoil in general lawn areas to a minimum depth of six inches as required to meet lines, grades, and elevations shown after light rolling and settlement.
- D. Provide lime or sulfur as required to adjust pH of the screened topsoil to be 6.3 to 7.0. Apply lime or sulfur materials at a rate of 80 pounds per 1000 square feet (final application rate to be determined by the soil test report). Cultivate soil amendments to a four inch depth.
- E. Grade lawn areas to a smooth even surface with loose, uniformly fine texture. Roll, rake, remove ridges and fill depressions as required to meet finish grades. Limit fine grading operations to areas which can be planted immediately after grading.
- F. Moisten prepared lawn areas before seeding if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- G. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and prior to seeding.
- H. Preparation of Unchanged Grades: Where lawns are to be seeded in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare the soil bed for lawn planting as follows:
  - 1. Prior to preparation of unchanged grades, remove existing grass, vegetation and turf. Dispose of such material outside of the Owner's property; do not turn over into the soil being prepared for lawns unless specifically agreed to do so by the Owner.
  - 2. Till soil to a depth of not less than six inches.
  - 3. Apply soil amendments and initial fertilizers as recommended.
  - 4. Remove high areas and fill in depressions.
  - 5. Till soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.

3.03 SEEDING

- A. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.

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- B. Application Rate: Six pounds of seed per 1000 square feet.
- C. Dry Mechanical Application of Seed: Sow seed with Brillion seeder with notched rollers in three passes, second pass at 90 degrees to the first and the third at 45 degrees to the second. Sow at a rate of two pounds per 1000 square feet for each pass for a total of six pounds per thousand square feet. Incorporate the seed into the upper one inch of the prepared soil bed and water with a fine spray.
- D. Hydroseeding
  - 1. Apply seeding material with an approved hydroseeder.
  - 2. Fill tank with water and agitate while adding seeding materials. Use sufficient fertilizer, mulch and seed to obtain the specified application rate. Maintain constant agitation to keep the contents in a homogeneous suspension. Prolonged delays in application or agitation that may cause injury to the seed will be the basis for rejection of the material remaining in the tank.
  - 3. Distribute uniformly a slurry mixture of water, seed, fertilizer and mulch at a minimum rate of 57 gallons per 1000 square feet. (2500 gallons per acre).The Owner's Representative may order the amount of water increased if distribution of seeding materials is not uniform.

3.04 MULCHING

- A. Dry Application: Immediately following seeding operations cover seeded areas with a uniform blanket of shredded straw mulch mechanically blown at a rate of 100 pounds per 1000 square feet of seeded area.
- B. Hydro Application: Apply approved mulch in accordance with the manufacturer's written instructions and recommended rates of application.

3.05 PROTECTION OF SEEDED AREAS

- A. Where grade is less than 3:1, mechanically spread mulch material and crimp into soil utilizing approved disc type machinery with rows at a 6" spacing.
- B. Where grade is 3:1 or greater, cover seeded areas with jute matting and roll matting down over the slopes without stretching or pulling.
  - 1. Lay the jute matting smoothly on the soil surface, burying the top end of each section in a narrow six inch trench. Leave a 12 inch overlap from the top roll over the bottom roll. Leave a four inch overlap over the adjacent section.
  - 2. Staple outside edges and overlaps at 36 inch intervals.
  - 3. Lightly dress slopes with topsoil to ensure close contact between the matting and the soil layer below.
  - 4. In ditches, unroll matting in the direction of flow. Overlap ends of strips six inches with the upstream section on the top.

3.06 MAINTENANCE

- A. Begin maintenance immediately after seeding. If seeded in the fall, continue maintenance the following spring until acceptable lawn conditions are established.
- B. Water to ensure proper seed germination and to keep the surface of the seed bed damp. Continue watering new seeding until acceptance by the Owner. Apply water slowly so that the surface of the soil will not puddle or crust.
- C. Cut grass for the first time when it reaches a height of 2½" and maintain a minimum height of 2". Do not cut more than 1/3 of the blade at any one mowing. Remove clippings.
- D. Apply herbicide as soon as weeds germinate, during calm weather when the air temperature is above 50 degrees F. using a licensed applicator to apply the herbicide. When using herbicides, apply in accordance with the manufacturer's instructions.

NYACK UNION FREE SCHOOL DISTRICT  
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- E. Replant damaged grass areas showing root growth failure, deterioration, bare spots and eroded areas.
- F. Refertilize newly seeded areas 28 days after the initial seeding. Apply a minimum of one pound of nitrogen per 1000 square feet of lawn area. Use a complete fertilizer with a 2-1-1 ratio or as recommended by soil test results.

3.07 CLEANUP AND PROTECTION

- A. During landscape construction work, keep pavements clean and the project area in an orderly condition.
- B. Protect landscape construction and materials from damage due to landscape operations, operations by other contractors, trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape construction as directed.

3.08 INSPECTIONS AND FINAL ACCEPTANCE

- A. When seeding work and lawn establishment is completed, (including maintenance), request the Owner's Representative to make an inspection to determine acceptability. Final acceptance of lawn areas will be granted when a uniform stand of acceptable grass is obtained with a minimum of 95% coverage.
- B. Where inspected lawn installation does not comply with the requirements of the Contract Documents, repair rejected work. The Contractor's maintenance responsibility shall continue until reinspected by the Owner's Representative and found acceptable. Maintenance responsibilities shall include refertilization, overseeding, watering and mowing of seeded areas.

END OF SECTION 329200

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EXHIBIT D

VILLAGE OF NYACK JUSTICE COURT  
COUNTY OF ROCKLAND: STATE OF NEW YORK

-----X  
Nyack Union Free School District, Petitioner,

- against -

Montefiore Nyack Hospital, Respondent.  
-----X

Docket No.

FINAL JUDGMENT AND  
ORDER OF POSSESSION

Holdover

An application having been duly made and filed herein by the Petitioner Nyack Union Free School District with proof of due service thereof and the Respondent Montefiore Nyack Hospital having previously consented in writing to the issuance of this Judgment of Possession as well as Warrant in this Justice Court for the Village of Nyack, New York and the parties previously by written Agreement having consented to this Court issuance of this Judgment and Order of Possession by the Petitioner as against the Respondent for possession of the premises at 131 North Midland Avenue, Nyack, New York and by application by Keane & Beane, P.C., attorneys for the Nyack Union Free School District that said Montefiore Nyack Hospital has defaulted in performance of said Agreement to vacate said premises and is still in possession of the premises.

NOW, on application of Keane & Beane, P.C., attorneys for the Nyack Union Free School District it is:

**ORDERED, ADJUDGED AND DECREED**, that possession of the premises described above at 131 North Midland Avenue, Nyack, New York 10960 be awarded to the Petitioner, the Nyack Union Free School District; and it is

**ORDERED, ADJUDGED AND DECREED** that a Warrant of Eviction issue forthwith, with no stay.

Dated:

Enter

\_\_\_\_\_  
**HON. ROBERT S. KNOEBEL**

Judgment entered in accordance with the foregoing

Dated:



# EXHIBIT E

VILLAGE OF NYACK JUSTICE COURT  
COUNTY OF ROCKLAND: STATE OF NEW YORK

Docket No.

-----X  
Nyack Union Free School District,                      Petitioner,

- against -

**WARRANT OF EVICTION**  
**Holdover**

Montefiore Nyack Hospital,                      Respondent.  
-----X

**TO: THE SHERIFF OF THE COUNTY OF ROCKLAND**

*WHEREAS*, Petitioner Nyack Union Free School District has made application in due form in writing, and presented the same, duly verified, to me, **Hon. Robert S. Knoebel**, Justice of the Justice Court for the Village of Nyack, New York, that the Nyack Union Free School District is the Owner of the premises hereinafter described, and that on or before this date permitted Montefiore Nyack Hospital to enter into possession of the premises located at 131 North Midland Avenue, Nyack, New York 10960 for a term which has expired, and that the said Montefiore Nyack Hospital holds over and continues in possession of the said premises, without permission of the Petitioner, after the expiration of the term therein, and

*WHEREAS*, upon application of Keane & Beane, P.C., attorneys for the Nyack Union Free School District that provided Montefiore Nyack Hospital notice of the time and date of said application and Montefiore Nyack Hospital having previously duly consented to this application and the issuance of this Warrant, I did thereupon render final Judgment awarding to the Petitioner the delivery of the possession of said premises.

*THEREFORE*, in the name of the People of the State of New York, YOU ARE COMMANDED to remove Montefiore Nyack Hospital from the said premises and put the Petitioner in full possession thereof said premises.

*IN WITNESS THEREOF*, I have subscribed to these presents, this                      day of

\_\_\_\_\_  
Hon. Robert S. Knoebel, Village Justice

Pursuant to the command of the Warrant, I have this day put the Petitioner into full possession of the premises above mentioned.

Dated this                      day of

\_\_\_\_\_  
**SHERIFF OF THE COUNTY OF ROCKLAND**