

**VILLAGE OF GREENPORT  
SUFFOLK COUNTY, NEW YORK**



**BID PACKAGE AND SPECIFICATIONS**

for

**VILLAGE OF GREENPORT  
REMOVAL AND DISPOSAL OF SNOW AS REQUIRED ON  
VILLAGE STREETS**

**MAYOR**

**GEORGE W. HUBBARD, JR.**

**TRUSTEES**

**JACK MARTILOTTA, Deputy Mayor  
PETER CLARKE**

**MARY BESS PHILLIPS  
JULIA ROBINS**

**Paul J. Pallas, P.E. - Village Administrator  
Sylvia Lazzari Pirillo, RMC - Village Clerk  
Robert W. Brandt, Jr. - Treasurer  
Joseph W. Prokop, Esq. - Village Attorney**

**BOARD OF TRUSTEES OF THE  
INCORPORATED VILLAGE OF GREENPORT**

**NOTICE TO BIDDERS  
REMOVAL AND DISPOSAL OF SNOW AS REQUIRED ON VILLAGE STREETS**

SEALED BIDS ONLY will be received by the Board of Trustees of the Village of Greenport at the Greenport Village Hall, 236 Third Street, Greenport, New York, 11944, during the Village business hours of 8:30 a.m. through 12:00 noon on **Thursday, December 24, 2020** through and until 10:30 a.m. on **Thursday, January 14, 2021** at which time all properly received sealed bids will be publicly opened and read. (Please note that at this time, the Village Hall office is open daily, on weekdays, from 8:30 a.m. through 4:30 p.m. with the exception of holidays.) The Contract will be awarded as soon thereafter as practical and as the Mayor and Board of Trustees so determine, for:

**REMOVAL AND DISPOSAL OF SNOW AS REQUIRED  
ON VILLAGE STREETS**

The Village of Greenport is soliciting bids from individuals or companies to provide labor and equipment as required, including but not limited to: a minimum size 10-wheel dump truck and corresponding machine to move snow, including one or two operators per each vehicle, to assist Village of Greenport crews with the removal of snow.

Each Bid submitted with respect to this Contract must be accompanied by a non-collusion statement to the submitted Bid pursuant to Section 103 of the General Municipal Law.

No Bid shall be considered by the Board of Trustees of the Village of Greenport that is submitted by any contractor, person or entity that is in arrears to the Village of Greenport, or that is in default as surety or otherwise upon any obligation to the Village, and no Bid will be considered that is submitted by any contractor, person or entity whose performance of any previous contract with the Village has been unsatisfactory in the opinion of the Board of Trustees. Such a contractor, person or entity whose performance has been unsatisfactory shall not be deemed to be a responsible Bidder.

The Village of Greenport reserves the right to reject any and all Bids received, to waive informalities and to increase, decrease, or omit any portions of the Contract Specifications. Subject to the foregoing, the Village of Greenport will award the Contract to the Bidder which in the opinion of the Board of Trustees is the lowest responsible Bidder qualified by past experience to satisfactorily perform the work required by the Contract and furnishing the required security.

The successful Bidder must maintain Worker Compensation Insurance within the statutory limits, Automobile Liability Insurance, and General Liability



Insurance Policy with limits of \$1,000,000 each occurrence and Property Damage limits of not less than \$1,000,000 each occurrence, with \$2,000,000 aggregate for the benefit of the successful Bidder and naming the Village of Greenport as an insured party. Originals of the required policies shall be provided to the Village of Greenport with the copies of the Contracts that have been executed by the successful Bidder as required.

Any Bid, submission or proposal that contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or that contains irregularities of any kind, may be deemed by the Board of Trustees to be nonconforming or nonresponsive and to constitute sufficient cause for rejection of that Bid. The Board of Trustees reserves the right to waive any discrepancies it determines to be in the interest of the Village.

In the event of any discrepancy in the price or amount of the Bid for any item in the proposal, the price as expressed in words shall govern. Any request by a Bidder or Bidder's representative to the Village or any other person or party for information, clarification, or interpretation must be submitted to the Village of Greenport Village Clerk, in writing only, not less than five (5) days prior to closing date for the submission of Bids. Bidders are cautioned not to submit proposals until after having inspected the site of the proposed work and having made themselves familiar with the Village's local conditions

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport may solicit bids and contracts from such entities with respect to the public work noticed herein.

**NO BID WILL BE ACCEPTED AFTER THE DATE AND/OR TIME SPECIFIED.**

BY ORDER OF THE VILLAGE OF GREENPORT  
BOARD OF TRUSTEES  
Sylvia Pirillo, RMC  
Village Clerk

**VILLAGE OF GREENPORT  
REMOVAL AND DISPOSAL OF SNOW AS REQUIRED ON VILLAGE STREETS**

**1. RECEIPT AND OPENING OF BIDS**

Pursuant to Village Board Resolution, the Village of Greenport invites bids on the forms herein provided **for "VILLAGE OF GREENPORT REMOVAL AND DISPOSAL OF SNOW AS REQUIRED ON VILLAGE STREETS"** at the time, date and place indicated in the Invitation to Bid.

**2. FORM, PREPARATION AND PRESENTATION OF PROPOSAL**

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the Bidder. The complete bid for this work shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is itemized on the bid form. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern. Any Bid, submission or proposal that contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or that contains irregularities of any kind, may be deemed by the Board of Trustees to be nonconforming or nonresponsive and to constitute sufficient cause for rejection of that Bid.

**3. QUALIFICATION OF BIDDERS**

- A) Forms for qualification of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided, and the three lowest bidders shall be prepared to file at the option of the Village said form, properly filled.
- B) Information contained in any statement of financial ability shall be not more than thirty days old at the time of submission. If a financial statement is already on file with the Village Clerk, a new one need not be submitted provided the information contained therein is not more than thirty days old at the time of the opening of bids and provided the Contractor has not materially changed since submission of said statement.

**4. REJECTION OF BIDS**

- A) The Village Board reserves the right to reject any bid if the evidence submitted in the qualifications statement or an investigation of such bidder fails to satisfy the Village Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- B) The Village Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, and to accept the responsive bid or part thereof which it deems most favorable to the Village after all bids have been examined and / or checked. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read aloud.



## **5. BIDDERS RESPONSIBILITY**

- A) The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to perform the work in accordance with this bid, including all other expenses incidental thereto.
- B) Bidder must examine this bid and the existing facilities and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomsoever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.
- C) The Bidder shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he/she may encounter or create, without extra cost to the Village.
- D) No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution or the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for extension of time.

## **6. CONSTRUCTION TERMS AND CONDITIONS**

The successful bidder is warned that the work specified in the Conditions of Contract, together with the Information for Bidders, Form of Bid, Specifications and instructions of the Village Administrator or his duly authorized representative will be rigidly enforced.

## **7. FOREIGN CONTRACTORS**

Foreign Contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

## **8. LIEN LAW**

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. The payment requisition shall be accompanied by an affidavit of compliance with the Lien Law.

**9. SUBCONTRACTORS AND ASSIGNMENT**

The successful bidder may not subcontract or assign their rights or responsibilities under this bid without the prior written approval of the Village Administrator.

**10. ADDENDA AND INTERPRETATIONS**

Every request for information or interpretations of the Contract Documents or Drawings must be addressed in writing to Sylvia Pirillo, RMC, Village of Greenport, 236 Main Street, Greenport, New York, 11944, or via e-mail to: spirillo@greenportvillage.org and to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of bids. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be mailed to all perspective bidders. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligation under this bid as submitted. Any addenda so issued shall become part of the Contract Documents.

**11. LIQUIDATED DAMAGES**

Liquidated damages in the amount set forth in the Conditions of Contract attached hereto may be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

**12. FROM SALES AND US TAXES**

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending section 1115 (a) of the tax law, specifically paragraphs 15 and 16, political subdivisions, as described in subdivision (a) paragraph (L) of section 116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 115 (a) (15) and (16).

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of section 116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

(16) Tangible personal property sold to a contractor or repairman for use in maintaining. Servicing or repairing real property, or land of an organization described in subdivision (a) of section 116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into a contract with the Village of Greenport shall be exempt from payment of sales and use tax as described above. Procedures and forms are available to the contractor direct from the Instructions and Interpretations Unit,



State of New York, Department of Taxation and Finance, State Campus. Albany, New York, 12227.

**13. METHOD OF AWARD**

All bids will be compared based on the lowest bid price(s) submitted for the work to be done in addition to the qualifications of the bidder. Bidder may be requested to submit additional information such as references, financial information or other items deemed relevant by the Board.

**14. TIME FOR COMPLETION**

The bidder, when submitting a bid, must be prepared to commence work not later than ten (10) calendar days after signing the Contract unless the Village shall authorize a delay. The time for completion of all of the work contemplated under this contract shall be as set forth in the Conditions of Contract.

**15. PAYMENTS**

See Paragraph 6 of Bid Specifications.

**16. LABOR LAW**

The Contractor and each and every subcontractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

**17. WAGE RATES**

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law (Article 8), which are to be paid on this project, have been ordered from the Labor Commission. Bidders may download the latest copy of the applicable wage rates for this project from the NYSDOL web site. A copy of the current wage rate schedule is attached as Exhibit D.

**18. INSURANCE REQUIRED BY THE VILLAGE OF GREENPORT**

The successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract:

- (a) Workers' Compensation Insurance
- (b) Public Liability and Property Damage (\$ 1 million / \$ 5 million)
- (c) Coverage for all vehicles, (\$ 1 million / \$ 5 million)

The Village shall be named as additional insured and the original policies shall be filed with the Village Clerk.

## **19. EQUAL EMPLOYMENT OPPORTUNITY**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport will solicit bids and contracts from such entities with respect to the public work noticed herein.

## **20. LETTER OF TRANSMITTAL**

The required Letter of Transmittal shall contain the name, address and telephone number of the Bidder and shall contain wording to the effect that attached is a completed Bid proposal for **VILLAGE OF GREENPORT REMOVAL AND DISPOSAL OF SNOW AS REQUIRED ON VILLAGE STREETS** including those items required to be completed in the Bid Specifications and all related Addenda.



**BID FORM**

**REMOVAL AND DISPOSAL OF SNOW AS REQUIRED  
ON VILLAGE STREETS -2021**

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

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

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

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

<p><b>REMOVAL AND DISPOSAL OF SNOW AS REQUIRED ON VILLAGE STREETS - 2021</b></p>
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	<b>1/2 day</b>	<b>Full Day</b>
<b>Dump Truck and Driver</b>		
<b>Snow Removal Equipment and Operator</b>		

**NON-COLLUSION BIDDING CERTIFICATION**

(To be completed by the contractor if an individual or partnership)

By submission of this bid or proposal the bidder certifies that:

- A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- B. This Bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for the project, to any other bidder, competitor or potential competitor;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- D. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

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

Title: (If partnership) \_\_\_\_\_

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Witnessed by: \_\_\_\_\_



## DISCLOSURE CERTIFICATE

STATE OF..... )

COUNTY OF..... )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she/They is (owner, partner, officer, representative, or agent) \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid; and
- (2) That the following is a complete listing of all Bidder's stockholders or partners who own ten percent (10%) or more of its stock of any class, or a listing of all partners in the partnership who own a ten percent (10%) or greater interest in the partnership, as the case may be.

NAME	ADDRESS	PERCENT OWNERSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Continue on separate sheet until all stockholders/partners exceeding the 10% ownership criteria are listed.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President  
(or authorized agent of corporation)

Sworn and subscribed  
to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

## BIDDER CERTIFICATIONS

Bidder Note: All Certificates in this Section must be completed by the Bidder and included with the Bid.

### CERTIFICATE OF BIDDER QUALIFICATIONS

STATE OF..... )

COUNTY OF..... )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she/They is (owner, partner, officer, representative, or agent) \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid; and
- (2) That the Bidder owns, leases or controls the necessary equipment required to perform the work described in the Plans, Specifications and Contract to be executed by the Bidder and the Village of Greenport, New York; and
- (3) That the Bidder is financially capable of accomplishing the work to be performed as described in the Plans, Specifications and Contract to be executed between the Bidder and the Village of Greenport, New York; and
- (4) That the Bidder is fully qualified to perform all phases of the work as described in the Plans, Specifications and Contract to be executed between the Bidder and the Village of Greenport, New York.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President  
(or authorized agent of corporation)

Sworn and subscribed  
to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary



**CONFLICT OF INTEREST CERTIFICATE**

STATE OF..... )

COUNTY OF..... )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she/They is (owner, partner, officer, representative, or agent) \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid; and
- (2) That no officer or employee of the Village of Greenport, New York has prior knowledge of the amount of Bidder's Bid; and
- (3) That no officer or employee of the Village of Greenport, New York has any ownership or other interest in the Bidder's business or operations; and
- (4) That no officer or employee of the Village of Greenport, New York will participate in any profits, receive any compensation, commission, gift or other reward for his services as a result of the Bidder obtaining this Contract.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President  
(or authorized agent of corporation)

Sworn and subscribed  
to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BIDDER'S CERTIFICATE OF CRIMINAL NON-INVOLVEMENT**

STATE OF..... )

COUNTY OF..... )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she/They is (owner, partner, officer, representative, or agent) \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid; and
- (2) That no person(s) involved directly, indirectly or beneficially in the Bidder's business (regardless of type of business), proprietorship, partnership, corporation, association or any other form of business entity, have ever been convicted of any felony.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President  
(or authorized agent of corporation)

Sworn and subscribed  
to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

NOTE: If the above cannot be certified to, attach to this Certification a separate page stating the details in full. Give names of persons convicted for each offense, their respective position and title, nature of the offense, date thereof, court in which matter was entered and sentence imposed, if any.



**ACKNOWLEDGMENT AND RECEIPT OF ADDENDA**  
**VILLAGE OF GREENPORT**

Addendum No.:

\_\_\_\_\_  
\_\_\_\_\_

Signature of person, firm or corporation making this proposal:

\_\_\_\_\_  
(Contractor)

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

P.O. Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Dated: \_\_\_\_\_

The full names and addresses of all persons interested in the Proposal or principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

The Village Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Village.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written contract with the Village no later than thirty (30) days after the date of the Notice of Award of this bid and to furnish all required security for faithful performance of the terms of said contract and the insurance as required by the conditions of Contract, and to process the work diligently so as to complete all the work required under this contract.

### FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Notary Public)

(Signature of person who signed bid)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Notary Public)

STATE OF NEW YORK )  
 )ss:  
COUNTY OF )

(Signature of person who signed bid)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Notary Public)



The following is a true and correct copy of the resolution adopted by:

Corporation at a meeting of its Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Seal of Corporation)

\_\_\_\_\_  
Secretary

Legal name of person, firm or corporation making this bid: \_\_\_\_\_

Dated: \_\_\_\_\_

(Bidder's Seal)

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately there under as \_\_\_\_\_ (Partner).
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgment which follow.
- (4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the "Questionnaire" which follows as part of the bid.
- (5) In case of any discrepancy in the bidder's extensions or total, the Village of Greenport's computation of extensions and totals will govern.

## **GENERAL CONDITIONS**

### **1. TERM OF CONTRACT AND PRICE ADJUSTMENTS**

Bids must be submitted for a contract term that will commence on the execution of the Contract by the Village and end on the termination of the Contract as defined therein.

### **2. COMMENCEMENT DATE**

The work contemplated by these documents must commence on the later of \_\_\_\_\_, 20 \_\_\_\_\_ or on the delivery of a signed copy of the Contract to the Contractor by the Village. Any delay in the commencement of the work must be approved in writing by the Village.

### **3. FEDERAL, STATE AND VILLAGE REGULATIONS**

All operations conducted by the Bidder in performance of the work under the Contract must meet all Federal, State, County and Village of Greenport Safety, Environmental, Emission and Road Restriction requirements in effect on the date of commencement and throughout the life of the Contract. The Bidder covenants and agrees at all times during the effective term of the Contract to observe all applicable Federal, State, County and Village laws, ordinances and regulations.

### **4. SAVE HARMLESS**

The Bidder agrees to indemnify, save harmless and exempt the Village, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incidental to any work done in the performance of the Contract arising out of a willful or negligent act or omission of the Bidder, its officers, agents, servants and employees; provided, however, that the Bidder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and/or attorney's fees arising out of a willful or negligent act or omission of the Village, its officers, agents, servants and employees, or third parties.

### **5. INSURANCE**

Bidder shall purchase and maintain at all times during the term of the Contract such insurance as will protect Bidder and the Village of Greenport from claims which may arise out of or result from the Bidder's operation under the Contract, whether such operations be by the Bidder or by any subcontractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. The Village of Greenport will be named as an additional insured on all insurance policies.

Minimum acceptable insurance coverages for the Contract are:

#### **INSURANCE DESCRIPTION**

#### **LIMITS OF LIABILITY**

Workers' Compensation  
Commercial General Liability  
including Property Damage  
Liability and Commercial  
Automobile Liability

Statutory  
\$1,000,000  
per accident  
single limit  
\$2,000,000 total annual



Insurance Policy naming the Village as additional insured shall contain the following obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this policy is issued, and the stated coverages are in force at this time. In the event of cancellation or material change in a policy that affect the additional insured, thirty (30) days prior written notice will be given the additional insured."

Proof of Insurance (Insurance Certificate) must accompany bid.

## **6. NO DISCRIMINATION**

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, age, creed, color, disability, sex or national origin (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) intimidate any employee hired for the performance or work under this Contract.

## **7. NEW YORK STATE LABOR LAW COMPLIANCE**

This project is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, and neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. This project has been registered with the New York State Department of Labor as a public works project and a schedule of prevailing wages for Suffolk County is available from the New York State Department of Labor and will be provided to the Contractor with the Contract herein.

## **8. CERTIFICATES**

The Bidder must complete all Certificates throughout the Bid Documents as a part of the Bid.

## **9. RIGHT OF VILLAGE TO TERMINATE CONTRACT**

The Village may terminate the Contract if the work to be done is abandoned by the Bidder or if the Contract is assigned without the prior written consent of the Village; or if the Bidder is adjudged bankrupt; or if a general assignment of the Bidder's assets is made for the benefit of creditors; or if a receiver is appointed for the Bidder or any of his property; or if at any time the Village determines that the work performance under the Contract is being



unnecessarily delayed, or the Bidder is violating any of the material conditions of the Contract, or that the Bidder is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; then, in the event any of the foregoing occurs, the Village may serve written notice upon the Bidder and his Surety of the Village's intention to terminate the Contract.

Unless within thirty (30) days after the serving of such notice a satisfactory arrangement is made for continuance, the Bidder shall be deemed in default and the Contract shall be automatically terminated, the Village may take over and prosecute the work to completion, by contract or otherwise. The Bidder and his Surety shall be liable to the Village for all damages, as well as excess costs sustained by the Village by reasons of such prosecution and completion by the Village, inclusive of any optional extensions of the contract.

In the event the Bidder shall be adjudged bankrupt and a receiver appointed or a general assignment for the benefit of creditors is made, or the Bidder is proven insolvent or fails in business, the Contract shall not be an asset of the Bidder. In the event of termination, irrespective of the reason, the Village retains the right but not the obligation to purchase the Bidder's equipment at fair market value.

## **10. PAYMENTS**

Bidder shall be paid by the Village within thirty (30) days after complete and proper submittal of required invoices consistent with the terms and conditions of the Contract. Bidder must submit certified payrolls confirming compliance with the New York State Labor Law prevailing wage requirements.

## **11. BREACH OF CONTRACT**

The Contractor will be in breach of the Contract;

- A. If the contractor fails to perform or fails to perform in satisfactory manner as required in this Contract, or fails to perform within applicable Federal, State, County, Town and Village laws, regulations and ordinances, the Village shall have the right, , in addition to the penalties set forth above, to take whatever corrective action as the Village deems appropriate, including, but not limited to withholding of Contract payments, terminating the Contract or calling upon the Surety which has issued the Performance Bond or defaulting to cash bond and all interest which may have accrued from the date of the initial deposit with the Village.
- B. If the Contractor is guilty of any breach hereof, or fails to satisfy any liability to any third person arising out of the work, or becomes insolvent or bankrupt, or if his property or affairs are placed into the hands of a Receiver or Trustee or Assignee for the benefit of Creditors or Referee or if any claim or damage or cost or expense arising directly or indirectly out of the Contractor's operations is made, caused, or incurred by, to or against the Village shall be entitled:
  1. To withhold, out of monies otherwise due such sums as the Village deems necessary to protect it from loss or delays to assure the payment of just claims, damage, costs or expense, and to apply them for the Contractor's account as the Village deems best to secure such protection.

2. To take over and complete the work or any part thereof for the Contractor's account, taking possession of and using any facilities provided by the Contractor.
3. To terminate the Contract as to all or any part of the uncompleted work.
4. To exercise any appropriate right or remedy at law or in equity or upon the Contractor's surety bond.
5. No act or omission of the Village shall constitute an estoppel against the Village or a waiver of any provision of this Contract or any election to pursue exclusively any right or remedy, saving only an express written declaration to that effect, and no waiver by the Village of any breach shall constitute a waiver of any breach by the Contractor.
6. The Village, upon a substantial breach by the Contractor, may seek to provide the services to be provided by the Contractor by another source or provider as the Contract Work consists of essential services to the Village.

## **12. TERMINATION**

- A. Termination for Cause: Failure by the Contractor to perform any of the obligations Under this Contract in good faith or breach of this Contractor shall be considered "cause" for termination of this Contract. The above shall not be considered exclusive reasons to terminate for such clause.
- B. Termination for failure to comply with GML Section 103-a: Pursuant to the provisions of Section 103-a of the General Municipal Law it is hereby provided that upon the refusal of a person when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.
  1. Such person and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five years after such refusals, and;
  2. Any and all contractors made with any municipal corporations or any public department, agency or official thereof since July 1, 1959 by such person, and by any firm partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.
- C. Notice, Cure: in the event of a breach or default by the Contractor and an election by the Village to terminate this Contract, the Village shall send a Ten Day Notice to Cure and Intent to Terminate in accordance with the notice provisions of the Contract. The Notice shall specify the breach, and the cure, if any, that is required to be made. In the event that the Contractor fails to substantially cure as designated or there is no cure that can be made, the Village shall then on the expiration of ten days from the date of the Ten Days Notice send to the Contractor a Notice of Termination in accordance with the notice provisions of the Contract. The Contract shall be terminated upon sending by the Village of the Notice of Termination.
- D. Uncontrollable Circumstances; Neither the Contractor nor the Village shall be liable for the failure to fulfill their responsibilities as provided for in this Contract nor for



any resultant damages or financial losses if such failure is caused by a catastrophe, riot, war or governmental disorder.

### **13. BINDING EFFECT**

The provisions, covenants and conditions in this Contract apply to bind their parties, their legal heirs, representatives, successors and permitted assignees.

### **14. CONTRACT AMENDMENTS AND MODIFICATION**

No modification or amendment of the terms hereof shall be effective or binding upon the Village unless written and signed by the authorized representatives of the Village and the

Contractor. A signed original is to be fastened to the original Contract with signed copies retained by both parties.

### **15. NOTICES**

All communications or notices between the Contractor and the Village shall be to the Mayor and the Contractor at their respective addresses as shown on the Contract, unless amended, in writing. Any notice hereunder shall be given by certified mail, return receipt requested and regular mail addressed to the Contractor and the Village at the addresses indicated in the Bid and Contract documents.

### **16. RELATIONSHIP AS INDEPENDENT CONTRACTOR**

The Contractor shall exist and operate as an independent contractor only and the Village shall have no obligations or responsibility with respect to the services provided or the employees or obligations of the Contractor or have any fiduciary responsibility with respect to the Contractor.

### **17. GOVERNING LAW AND JURISDICTION**

The construction and interpretation of the terms and the conditions of this Contract shall be in accordance with the laws of the State of New York. The parties agree that any action, suit or proceeding arising out of this Contract or any transaction contemplated hereby shall be heard only in the State Courts of the State of New York located in Suffolk County.

### **18. NO THIRD PARTY BENEFITS**

The provisions of this Contract are for the benefit of the parties only and shall not establish, of themselves, any rights or any liabilities to third parties.

### **19. REQUIRED PROVISIONS**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistakes or otherwise such provision is not inserted, upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.



## **20. WAIVER**

The failure of either of the parties at any time to insist upon the strict observance of any of the provisions of this Contract, or to exercise any rights in respect hereto, or to exercise any election herein provided, shall not be construed as a waiver of such provision, right or election or in any way affect the validity of this Contract.

## **21. ENTIRE AGREEMENT**

The Contract and all documents incorporated herein contain the entire agreement and understanding between the parties as to the subject matter hereof. This Contract may not be changed, modified, or supplemented in any way except by an instrument in writing executed by both parties.

## CONTRACT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by and between the **Village of Greenport**, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and \_\_\_\_\_, with offices located at \_\_\_\_\_ (the "Contractor").

WITNESSETH: That for and in consideration of the premises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for Removal and Disposal of Snow as required on Village Streets, in the Village of Greenport (the "Contract Work").
2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay the Contractor the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to be paid on completion of the work and submission of required documentation, in accordance with the terms of this agreement.
3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.
4. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.
5. The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.
6. The Contractor acknowledges that this Contract and the Contract Work is a public improvement project and subject to prevailing wage requirements as set forth in the New York State Labor Law and that the Contractor shall comply with all provisions of the New York State Labor Law applicable to public construction and improvement projects. The Contractor shall insure that the Contractor and Contractor's subcontractors, if any, pay their laborers in compliance with the prevailing wage rate schedule published by the Department of Labor, as the same may be amended during the course of this project, and that the Contractor and the Contractor's Subcontractors shall file with the Village transcripts of their payrolls, subscribed, and affirmed under the penalty of perjury, in accordance with Section 220 of the Labor Law with any request for payment by the Village to the Contractor. Contractor may provide the Village of Greenport with an affidavit in suitable form attesting that the Contractor entity is a sole proprietorship and not subject to the prevailing wage requirements for that reason.



7. The Contractor shall procure and maintain, at its own expense, and without any contract expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

a. Workman's Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract whether performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

c. Liability and Property Damage Insurance Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence: \$ 250,000 Aggregate \$ 500,000  
Liability property each occurrence: \$ 1,000,000 Aggregate \$ 2,000,000  
General Liability Insurance each occurrence: \$1,000,000 Aggregate \$2,000,000

d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor's work, materials and equipment at all times from the start to the completion of the Work The Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

8. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer employee relationship between the Village and the Contractor or any of the Contractor's employees.

9. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

10. Payment shall be made on the completion and acceptance of the contract work, and the submission by Contractor of the required documentation, including but not limited to any release of lien and guarantees of suppliers if required by the Village, and sworn payrolls if and as required by the New York State Labor Law.



11. The Contract and Proposal constitute the entire agreement between the Village of Greenport and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

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

**VILLAGE OF GREENPORT**

**CONTRACTOR**

BY \_\_\_\_\_  
Hon. George W. Hubbard, Jr.

BY \_\_\_\_\_

(SEAL)

TITLE \_\_\_\_\_  
(CORPORATE SEAL)

State of New York     )  
                                  ) ss.:  
County of Suffolk     )

On the        day of                                in the year  
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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(signature and office of individual taking acknowledgement)

State of New York     )  
                                  ) ss.:  
County of Suffolk     )

On the        day of                                in the year  
before me, the undersigned, personally appeared

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(signature and office of individual taking acknowledgement)