

VILLAGE OF GREENPORT
SUFFOLK COUNTY, NEW YORK



BID PACKAGE AND SPECIFICATIONS

for

VILLAGE OF GREENPORT
PURCHASE OF HYDRANTS 2023

MAYOR

HON. KEVIN STUESSI

TRUSTEES

MARY BESS PHILLIPS Deputy Mayor
JULIA ROBINS

PATRICK BRENNAN
LILY DOUGHERTY- JOHNSON

Paul J. Pallas, P.E. - Village Administrator
Candace Hall - Village Clerk
Adam Brautigam - Deputy Village Treasurer
Brian S. Stolar, Esq. - Village Attorney

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

PLEASE TAKE NOTICE that the Board of Trustees of the Incorporated Village of Greenport is soliciting sealed bids for: **Purchase of Hydrants 2023**

The Village of Greenport will accept sealed bids only at the Office of the Village Clerk, Greenport Village Hall, 236 Third Street, Greenport, New York 11944, during the regular business hours of 8:30 a.m. through 4:30 p.m. beginning Thursday, December 7, 2023 until 3:00 p.m. on Thursday, December 21, 2023, at which time all timely received sealed bids will be opened.

Bids received after that date and time will be considered non-compliant and rejected.

**VILLAGE OF GREENPORT
PURCHASE OF HYDRANTS 2023**

GENERAL DESCRIPTION: Purchase of ten (10) Hydrants.

Copies of Bid Specifications and Documents may be obtained beginning on Thursday, December 7, 2023, from 8:30 a.m. through 4:30 p.m. at the Office of the Village Clerk, Greenport Village Hall, 236 Third Street, Greenport, New York 11944, and are available on the official Village of Greenport website: www.villageofgreenport.org.

Bids must be filed in accordance with the specifications of the Village of Greenport and Municipal Law Section 103. Bids should indicate on the outside of the sealed envelope:

“Purchase of Hydrants 2023”

Bids must be either hand-delivered to the Village Hall as indicated or sent by overnight mail to be received no later than 3:00 p.m. on Thursday, Thursday, December 21, 2023. Bids shall be addressed to Village Clerk, Village of Greenport, 236 Third Street, Greenport, New York 11944.

The Village of Greenport reserves the right to reject any/all bids or to waive any irregularity in a bid, and further reserves the right to accept the lowest responding bid that is deemed to be in the best interest of the Village of Greenport.

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 or 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 requirement. The Village of Greenport encourages bids for public contracts 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 Contract noticed herein.

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

BY ORDER OF THE VILLAGE OF GREENPORT BOARD OF TRUSTEES
Village Clerk Candace Hall

NOTICE TO BIDDERS

SEALED BIDS ONLY will be received by the Village Clerk of the Village of Greenport at the Greenport Village Hall, 236 Third Street, Greenport, New York 11944, during the regular Village business hours of 8:30 a.m. until 4:30 p.m. from Thursday, December 7, 2023 until 3:00 p.m. on Thursday, December 21, 2023 at which time all properly received sealed bids will be publicly opened and read aloud. The Purchase Contract will be awarded as soon thereafter as practical and as the Board of Trustees so determine; for:

“Purchase of Hydrants 2023”

Bid and Contract Documents, including Plans and Specifications, may be obtained and examined at office of the Village Clerk at the Greenport Village Hall during regular business hours Monday through Friday, beginning on December 7, 2023, or on the Village website at www.villageofgreenport.org. Each interested party appearing and requesting a printed set of Contract Documents will be required to pay a nonrefundable fee of FIFTY DOLLARS (\$50.00) payable to the Village of Greenport.

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

No Bidder shall be considered a responsible bidder by the Board of Trustees of the Village of Greenport where the Bidder is in arrears to the Village of Greenport, or is in default as surety or otherwise upon any obligation to the Village of Greenport. The Board of Trustees may consider previous performance of any contract by the Bidder in determining responsibility.

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 Bid Specifications. Subject to the foregoing, the Village of Greenport will award the Purchase 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 Workers' Compensation Insurance within the statutory limits, Automobile Liability Insurance, and Property Damage and General Liability Insurance Policy with limits of \$1,000,000 each occurrence and \$ 2,000,000 aggregate, for the benefit of the successful Bidder and naming the Village of Greenport as additional insured and provide the Village with copies of the insurance policies with the copies of the Contracts that have been executed by the successful Bidder as required policies.

INSTRUCTIONS TO BIDDERS

VILLAGE OF GREENPORT Purchase of Hydrants 2023

1. RECEIPT AND OPENING OF BIDS

The Village of Greenport invites bids on the forms herein provided for “Purchase of Hydrants 2023” 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 (30) 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 (30) 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. BIDDER'S 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. 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 9-A 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 of 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 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 Mayor or Village Administrator.

10. ADDENDA AND INTERPRETATIONS

Every request for information or interpretations of the Contract Documents or Drawings must be addressed in writing to Candace Hall, Village Clerk, Village of Greenport, 236 Third Street, Greenport, New York, 11944, or by e-mail to: chall@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. EXEMPTION FROM SALES AND US TAXES

In accordance with New York State Tax Law, political subdivisions, including the Village, 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 directly from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus. Albany, New York, 12227.

12. 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.

13. TIME FOR COMPLETION OR DELIVERY

Hydrants must be delivered within three (3) months of the later the Village's providing the successful bidder with a signed Purchase Agreement and issuance of Notice of Commencement unless a later delivery date is authorized by the Village when providing a copy of the signed Purchase Agreement.

14. PAYMENTS

Supplier shall be paid by the Village within forty-five (45) days after proper and accepted delivery of the required hydrants and submission of a claim form by the successful bidder.

15. 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~~

16. LIQUIDATED DAMAGES

Liquidated damages in the amount of \$250.00 per day may be assessed for each consecutive calendar day of delay not excusable as provided in the Bid or Contract Documents.

**17. WAGE RATES
(OMITTED)**

~~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.~~

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) Property Damage (\$1,000,000/\$2,000,000)
- (c) Public Liability (\$ 1,000,000/ \$ 2,000,000)
- (d) Liability Coverage for all vehicles, (\$ 1,000,000 / \$ 2,000,000)

The Village shall be named as additional insured and the original policies shall be filed with the office of 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 requirement. 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 form for **VILLAGE OF GREENPORT Purchase of Hydrants 2023** including those items required to be completed in the Bid Specifications and all related Addenda.

21. SCOPE OF WORK

See attached specifications

See Bid Form

BID FORM

**VILLAGE OF GREENPORT
Purchase of Hydrants 2023**

Village of Greenport
236 Third Street
Greenport, New York 11944

Bidders:

The undersigned bidder has carefully examined the Bid and Purchase Documents for the equipment, is familiar with the specifications and will provide equipment and incidentals as necessary and called for by the said Bid and Purchase Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: _____

Address of Bidder: _____

EIN No: _____

Contact Phone No, _____

Contact E-Mail: _____

Signature: _____

Signed By (printed name): _____

Title: _____

Date: _____

BID FORM (CONTINUED)

VILLAGE OF GREENPORT
Purchase of Hydrants 2023

Total Project Bid/Purchase Price in Numerals:Page 9 of 38

VILLAGE OF GREENPORT
Purchase of Hydrants 2023

BID FORM (CONTINUED)

Name of Bidder: _____

Pursuant to, and in compliance with, the advertisement for bids and the instructions to Bidders relating hereto, the undersigned, as a Bidder, proposes and agrees, if this bid is accepted, to furnish F.O.B. Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of bids.

Liquidated damages in the amount of \$250.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Hydrants must be delivered within three (3) months of the later the Village's providing the successful bidder with a signed Purchase Agreement and issuance of Notice of Commencement unless a later delivery date is authorized by the Village when providing a copy of the signed Purchase Agreement.

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF.....)

COUNTY OF.....)

_____, being duly sworn, deposes and says that:

He/She/They is (owner, partner, officer, representative, or agent) _____ of
_____, the Bidder that has submitted the attached bid; and

That he/she/they is fully informed respecting the preparation and contents of the attached bid, and of all pertinent circumstances respecting such bid; and

That such bid is genuine and is not a collusive or sham bid; and

That neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or agreed to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any other Bidder to fix the prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or that of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Greenport, Suffolk County, New York or any other person or firm interested in the proposed Contract; and

That the prices quoted in the attached bid are fair and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder, or any of its officers, agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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, member 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_____.

(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, has 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 within the time frame outlined in the Bid Specifications, Paragraphs 2 and 5.

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

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

STATE OF NEW YORK)
COUNTY OF)ss:
)

(Signature of person who signed bid)

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CERTIFICATE OF EXPERIENCE

VILLAGE OF GREENPORT

Bidder certifies of that they are in possession of all necessary licenses, permits, insurances and all other items required by applicable laws and regulations for the sale and delivery of the hydrants and that they have the necessary equipment, trained personnel and experience to provide the equipment to the Village of Greenport, and bidder has provided similar equipment for municipalities at no less than five (5) municipal / commercial locations within the past five (5) years, and that each contract has been performed successfully without incident.

Municipality	Equipment	Name, Tel. No. of Engineer or Municipal Contact

Name of Bidder

By _____
(Signature)

BID SPECIFICATIONS

**VILLAGE OF GREENPORT
Purchase of Hydrants 2023**

GENERAL SCOPE OF WORK:

The scope of the work is as follows:

~~Sell and deliver hydrants as specified in the Contract and Bid Specifications~~ See Bid Form

GENERAL CONDITIONS

1. TERM OF CONTRACT AND PRICE ADJUSTMENTS

Bids must be submitted based on the delivery of the specified equipment within three months of the delivery of an executed agreement and notice to proceed.

2. COMMENCEMENT DATE

Contract work must be started within one (1) week and completed within three (3) months of the delivery of an executed purchase agreement and Notice of Commencement.

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. HOLD HARMLESS

The Bidder agrees to and shall indemnify, hold harmless and defend 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	Statutory
Commercial General Liability	\$1,000,000/\$2,000,000
Property damage	\$ 1,000,000/\$2,000,000
Liability and Commercial Automobile Liability	\$1,000,000/2,000,000

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 affects 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

OMITTED

~~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 or not timely performed by the Bidder, if the Contract is assigned without the prior written consent of the Village, 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 as contractor shall be paid by the Village within forty-five (45) 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 for any work that is subject to prevailing wage requirements.~~

11. BREACH OF CONTRACT

The Contractor will be in breach of the Contract;

- A. If the contractor fails to perform, fails to timely 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 Contractor's 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 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 this Contract.
- B. Termination for failure to comply with General Municipal Law (GML)§103-a: Pursuant to the provisions of GML §103-a 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 (10) 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. If 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 (10) days from the date of the Ten (10) Day 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.

PURCHASE AGREEMENT

Agreement made this _____ day of January, 2024 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and _____ (the "contractor") regarding the purchase of hydrants (the "Bid Work"), as indicated in the descriptions of the work as set forth in _____ proposal to the Village of Greenport dated _____ (the "Proposal").

1. CONTRACTING OF CONTRACTOR

The Village contracts with _____ to provide the specified hydrant equipment as detailed in the Proposal, a copy of which is attached hereto and made part hereof, subject to the terms, conditions and stipulations stated in this Agreement and the Proposal. This Agreement is subject to the terms and conditions in the Bid Documents, including the Notice to Bidders, Instructions to Bidders, Bid Form, Addenda, if any, Bid Specifications, General Conditions, Certificate of Experience, Bidder's Certification of Criminal Non-Involvement, Conflict of Interest Certificate, Bidders Certifications, Disclosure Affidavit, and Non-Collusion Affidavit (the "Bid Documents") and the Contractor's proposal dated _____ (the "Proposal").

2. PURCHASE/SUPPLY DESCRIPTION

The Bidder shall supply and the Village shall purchase the hydrant equipment specified in the Bid and Contract Specifications.

3. SCOPE OF SERVICES; CHANGE ORDERS

A. The Bid Price shall consist of the services included in providing new hydrants pursuant to the Bid Specifications and proposal attached hereto.

B. Change Orders or other additional work authorizations may be made with the prior written approval of the Mayor and Board of Trustees only, in advance of the work to be done. The scope of services for the additional Change Orders or additional work authorizations and any cost thereof shall be detailed in the specific Task or Change Order.

4. REPRESENTATIONS AND DUTIES OF CONTRACTOR

_____ acknowledges that the Contract Work is specialized work that requires a specialized expertise, qualifications and licensing. Contractor represents as a condition of this Agreement and to induce the Village into entering this Agreement, and the Village relies on that representation, that Contractor and its employees and officers have sufficient training, expertise, qualifications and licensing to satisfactorily perform the Contract Work and to supply the specified equipment.

~~5. Contractor further represents that Contractor has made a thorough review and inspection of the sites and is familiar with the sites and premises and the work to be performed by Contractor thereon.~~

6. All work performed under this Agreement is to be done in a professional and workmanlike manner in accordance with the requirements of the relevant regulations.

~~7. Contractor shall be responsible to properly maintain the sites and premises in a clean manner, free of papers and debris.~~

~~8. ENVIRONMENTAL HAZARDS~~

~~_____The Project and Contract Work may contain and involve associated environmental—asbestos and lead—hazards. All contractors, sub-contractors, trades people, employees and workers, are required to safeguard themselves and their employees and personnel, as well as the public, from those hazards, and to protect the Project premises and surrounding areas from unnecessary contamination, and exercise good, clean, safe practices in accordance with the requirements of the US OSHA, US EPA, NYS DOL and other Federal, State, County and local regulations.~~

9. PERMITS AND LICENSING

A. Contractor shall obtain at its own cost and expense any and all permits and approvals necessary to perform the Contract Work- supply the specified equipment.

B. Contractor represents that Contractor and its employees and workers, and Contractor subcontractors, if any, presently have and will maintain during all times hereunder during which Contractor or its subcontractors are performing Contract Work, all necessary Federal, State, County and Local licenses that are required to perform the Contract Work and further that those licenses are in good standing with the issuing authorities. Contractor shall provide those licenses on request by the Village.

10. COMPENSATION

The Compensation to be paid by the Village to Contractor for the performance of the Contract Work shall be the compensation as detailed in the Proposal upon (A) the satisfactory completion of all Contract Work, delivery of properly functioning hydrants, and the submission of all required documents including but not limited to a waiver and release of lien form ~~and a sworn certified payroll indicating in detail that Contractor, and Contractor's subcontractors, if any, have paid all employees prevailing wage;~~ (2) review and certification by Village of satisfactory completion of work billed for in a satisfactory manner; and (3) the production of the required warranty.

11. PERIOD OF SERVICE

Contractor shall commence the Contract Work not later than forty-eight (48) hours after the receipt by Contractor from the Village of a fully executed Contract. Contractor shall then proceed and continue the Contract Work on a diligent basis until completed in the time periods specified in the Bid Documents. Except for the obligations of Contractor which pursuant to this Agreement and the Bid Documents shall continue after the completion of the Contract Work, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to Contractor for the completion of the Contract Work.

12. PAYMENT

Contractor, shall submit on Contractor standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by Contractor and Contractor shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. ~~All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor.~~ Payment will be on timely and satisfactory completion of all Contract Work and the submission of all required documents by Contractor. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

13. DATA TO BE FURNISHED BY VILLAGE

The Village shall provide Contractor with all documents, records and data in the Village's possession, or which may be available to the Village, which are relevant to the Contract Work.

14. INDEPENDENT CONTRACTOR

Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Contractor only. Such personnel shall not be, and shall not be deemed to be, employees of, nor have any separate employee or contractual relationship with the

Village. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in performing the Contract Work, to any agency or department, in any forum or review of the Project or otherwise.

15. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Incorporated Village of Greenport, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of or to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by Contractor or its subcontractors and/or agents, on account of personal injury, death or property loss to the Incorporated Village of Greenport, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of Incorporated Village of Greenport. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

16. INSURANCE

Contractor shall maintain at a minimum the following insurance giving evidence of same to the Village on the Acord form Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide thirty (30) days' notice of cancellation, non-renewal or material change; C105.2 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability.

The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Incorporated Village of Greenport's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder and additional insured for all policies:

Incorporated Village of Greenport
236 Third Street
Greenport, New York 11944

Description Box to read:

Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers of the Village, engineers, appointed professionals, and consultants are included as additional insureds per the General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

- I Workers Compensation Coverage Statutory Extensions
Voluntary Compensation
Employers Liability – Unlimited in the State of New York
Waiver of Subrogation in favor of Incorporated Village of Greenport
- II. New York State Disability and Paid Family Leave Coverage
Statutory New York State Benefits
- III. Commercial General Liability
Coverage and Limits
Occurrence (\$1,000,000)– ISO Form CG2001 10-01 or Equivalent

General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Damage to Premises Rented To You	\$ 100,000
Medical Expense	\$ 5,000

Additional Insured Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants, using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent.

Additional Insured coverage on a primary and non-contributory basis.

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

IV. Pollution Liability: If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor’s Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$2,000,000 per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement

V. Automobile Insurance Limit
\$1,000,000. Combined Single Limit

Additional Insured Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

VI. Umbrella Liability Coverage
Umbrella Form or Excess Follow Form of primary general liability and auto liability
Limit \$2,000,000.

Additional Insured Incorporated Village of Greenport, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants on a primary and non-contributory basis.

14. 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 an Agreement 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 Agreement 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.

17. 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 may be 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.~~

18. RIGHT OF VILLAGE TO TERMINATE CONTRACT

A. The Village may terminate the Agreement if (1) the work to be done is abandoned by Contractor (interruption in work for ten (10) or more days) or the Contractor fails to timely deliver the hydrants; or (2) if the Agreement is assigned without the prior written consent of the Village; or (3) if Contractor is adjudged bankrupt; or (4) if a general assignment of the Contractor's assets is made for the benefit of creditors; or (5) if a receiver is appointed for the Contractor or any of his property; or (6) if at any time the Village determines that the work performance under the Agreement is being unnecessarily delayed; or (7) Contractor is violating any of the material conditions of the Agreement or Proposal, or that Contractor 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 Contractor of the Village's intention to terminate the Contract.

B. Unless within ten (10) days after the serving of such notice a satisfactory arrangement is made for continuance or the Village in its sole discretion determines to continue with the Agreement, Contractor shall be deemed in default and the Agreement shall be automatically terminated, whereupon the Village may take over and prosecute the work to completion, by contract or otherwise. Contractor 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.

C. If Contractor shall be adjudged bankrupt and a receiver appointed or a general assignment for the benefit of creditors is made, or Contractor is proven insolvent or fails in business, the Agreement shall not be an asset of Contractor.

19. CHANGES AND EXTRA SERVICES

A. The Village, with the prior written approval of the Board of Trustees only, may make changes within the general scope of this Agreement. If Contractor is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Contractor shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Contractor may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

B. Any notification by Contractor must be provided within thirty (30) days from the date of receipt by Contractor of the Village's written notification of a proposed change.

C. The Village may request Contractor to perform extra services not covered by the Contract Work as set forth above, and Contractor shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

20. TIME FOR PERFORMANCE; DELAYS

Contractor shall deliver the specified equipment not later than three (3) months from the date of the execution of the purchase agreement and notice to commence issued by the Village and shall expeditiously pursue the completion of the Contract Work after that. If performance of the services by Contractor is delayed at any time during the contract period by causes that are beyond the reasonable control of Contractor, and without the fault or negligence of Contractor, upon the Village's written agreement, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

21. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid to Contractor for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

22. SUCCESSORS AND ASSIGNS

A. Contractor shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. 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.

23. RELEASE OF LIEN

Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

24. COMPLETION, FINAL APPROVAL

Prior to approval of final payment, Contractor shall promptly, without costs to the Village, complete or correct any portions of the Contract Work requested by the Village as specified in the Contract Documents and the Village shall obtain a third party clearance test and certification.

25. NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT

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.

26. NONWAIVER

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Contractor, its successors or permitted assigns.

27. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Certified Mail Return Receipt Requested and Certified Mail addressed as follows:

TO VILLAGE
Candace Hall
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

CC:
Brian S. Stolar, Esq.
Greenport Village Attorney
Harris Beach PLLC
333 Earle Ovington Blvd.
Suite 901
Uniondale, New York 11553

TO CONTRACTOR:

28. DISPUTES; APPLICABLE LAW

- A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

29. EXTENT OF AGREEMENT

This Agreement and the Bid Documents represent the entire agreement between the Village and the Contractor and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between

the Village and Contractor which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

30. CONTRACT DOCUMENTS

Contract Documents as referred to this this Contract shall mean this Agreement, the Bid Documents and the Proposal, .

31. WARRANTY

Contractor shall procure and provide the Village with a written warranty of all equipment provided for a period of five (5) years from delivery.

In Witness Whereof, this Agreement has been executed by the Village and Contractor effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

CONTRACTOR

By: _____

ACKNOWLEDGEMENT OF _____ .

STATE OF _____)

)ss:

COUNTY OF _____)

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

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE OF GREENPORT

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this _____ day of _____, 20____, before me personally came _____ to me known to be the _____ the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL)

Notary Public

ACKNOWLEDGEMENTS

- (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 and fill in all blank spaces.
- (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.

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)
)ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, 20_____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at _____; that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of the (name of corporation), the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

(SEAL)

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: _____

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EXHIBIT A

**VILLAGE OF GREENPORT
Purchase of Hydrants 2023**

WAGE RATES

This is not a prevailing wage job

**VILLAGE OF GREENPORT
Purchase of Hydrants 2023**

**(SEE NEW YORK STATE DEPARTMENT OF LABOR WAGE RATE SCHEDULES FOR
SUFFOLK COUNTY, NY)**

**THIS IS NOT A PUBLIC WORKS PROJECT REQUIRING PAYMENT OF PREVAILING
WAGES**