

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



**REQUEST FOR PROPOSALS**

for

**CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND  
SUBMISSION TO THE NEW YORK STATE DEPARTMENT OF STATE  
("NYSDOS") OF THE LOCAL WATERFRONT REVITALIZATION PROGRAM  
("LWRP") DOCUMENT WHICH INCLUDES THE HARBOR MANAGEMENT PLAN  
OF THE VILLAGE OF GREENPORT**

**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**

**INCORPORATED VILLAGE OF GREENPORT  
REQUEST FOR PROPOSALS**

**FOR: CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION TO THE NEW YORK STATE DEPARTMENT OF STATE ("NYSDOS") OF THE LOCAL WATERFRONT REVITALIZATION PROGRAM ("LWRP") DOCUMENT WHICH INCLUDES THE HARBOR MANAGEMENT PLAN OF THE VILLAGE OF GREENPORT**

PLEASE NOTE that the Incorporated Village of Greenport is accepting Proposals for **CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION OF THE VILLAGE OF GREENPORT LWRP DOCUMENT TO THE NYSDOS, WHICH INCLUDES THE HARBOR MANAGEMENT PLAN.**

The Village of Greenport is accepting Proposals to provide consulting services for the Village of Greenport LWRP document.

Work to be performed will include, but not be limited to:

- Assistance in arranging, attendance at, and potential participation in, public hearing(s) related to the LWRP document.
- The update of information, data and details contained within the current draft document.
- The execution of proper formatting, per NYSDOS specifications and requirements, and complete finalization and submission of the document to the NYSDOS.

Services will be provided on an as-requested/as-needed basis. Compensation for these independent contractor services will be paid upon successful, approved task completion. Attendance at late afternoon or evening meetings may be required. Those meetings are currently held in-person. Analysis, review, update and document preparation and finalization may be performed off-site.

Proposal documents will be available beginning on December 23, 2021 at: [www.villageofgreenport.org](http://www.villageofgreenport.org), under "Current Bids and RFP's", and will be available in printed format from the Office of the Village Clerk for a fee of \$ 50 per set of printed documents.

Interested applicants should submit a Proposal expressing interest and detailing the associated task fee schedule, with resume indicating experience. Questions regarding this solicitation should be directed to Village Clerk Sylvia Pirillo, RMC at (631) 477-0248, x 206. Proposals should be submitted to: Village Clerk Sylvia Pirillo, RMC, 236 Third Street, Greenport, New York 11944, to be received by January 27, 2022.

Late proposals will not be accepted.

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/proposals for public contracts and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport may solicit bids, proposals and contracts from such entities with respect to the Contract noticed herein.

Dated: December 15, 2021

Sylvia Pirillo, RMC  
Village Clerk  
Village of Greenport



## **NOTICE TO PROPOSERS**

SEALED PROPOSALS 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. to 4:30 p.m., to be received by January 27, 2022 at which time all properly received, sealed proposals will be publicly opened and read aloud. The Contract will be awarded as soon thereafter as practical and as the Mayor and Board of Trustees so determine; for:

### **CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION OF THE VILLAGE OF GREENPORT LWRP DOCUMENT TO THE NYSDOS, WHICH INCLUDES THE HARBOR MANAGEMENT PLAN**

Proposal documents will be available beginning on December 23, 2021 at: [www.villageofgreenport.org](http://www.villageofgreenport.org), under "Current Bids and RFP's", and will be available in printed format from the Office of the Village Clerk for a fee of \$ 50 per set of printed documents.

Interested applicants should submit a Proposal expressing interest and detailing the associated task fee schedule, with resume indicating experience. Questions regarding this solicitation should be directed to Village Clerk Sylvia Pirillo, RMC at (631) 477-0248, x 206. Proposals should be submitted to: Village Clerk Sylvia Pirillo, RMC, 236 Third Street, Greenport, New York 11944, to be received by January 27, 2022.

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

No Proposal 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 of Greenport. No Proposal 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, and any 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 Proposals 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 Proposer which in the opinion of the Board of Trustees is the lowest responsible Proposer qualified by past experience to satisfactorily perform the work required by the Contract and furnishing the required security.

The successful Proposer must maintain Worker 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 \$ 5,000,000 aggregate, for the benefit of the successful Proposer 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 Proposer as required policies.

**NO PROPOSAL 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

## **INSTRUCTIONS**

### **CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION OF THE VILLAGE OF GREENPORT LWRP DOCUMENT TO THE NYSDOS, WHICH INCLUDES THE HARBOR MANAGEMENT PLAN**

#### **1. RECEIPT AND OPENING OF PROPOSALS**

Pursuant to Village Board Resolution, the Village of Greenport invites Proposals on the forms herein provided for **"CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION OF THE VILLAGE OF GREENPORT LWRP DOCUMENT TO THE NYSDOS, WHICH INCLUDES THE HARBOR MANAGEMENT PLAN"** at the time, date and place indicated in the Invitation for Proposals.

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

In submitting the proposal, the proposal 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 Proposer. The complete proposal for this work shall be enclosed in a sealed envelope that is properly endorsed. All blank spaces for proposal prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the proposal is itemized on the proposal form. In the case of a discrepancy between the unit price and total amount proposal for any item, the unit price, as expressed in words, shall govern. Any proposal, 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 Proposal.

#### **3. QUALIFICATION OF PROPOSERS**

- A) Forms for qualification of proposers, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided, and the three lowest proposers 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 proposals, and provided the Contractor has not materially changed since submission of said statement.

#### **4. REJECTION OF PROPOSALS**

- A) The Village Board reserves the right to reject any proposal if the evidence submitted in the qualifications statement or an investigation of such proposer fails to satisfy the Village Board that such proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional proposals will not be accepted.



- B) The Village Board reserves the right to reject any and all proposals, in whole or in part, to waive any information in any or all proposals, and to accept the responsive proposal or part thereof which it deems most favorable to the Village after all proposals have been examined and/or checked. No proposal shall be withdrawn for a period of sixty (60) days after being publicly opened and read aloud.

## **5. PROPOSER'S RESPONSIBILITY**

- A) The proposal shall include the complete cost of furnishing all materials, labor and equipment necessary to perform the work in accordance with this proposal, including all other expenses incidental thereto.
- B) Proposer must examine this proposal 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 proposal 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 Proposer 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 proposer is warned that the work specified in the Conditions of Contract, together with the Information for Proposers, Form of Proposal, Specifications and instructions of the Village Administrator or their 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 proposal 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 proposals 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 proposer may not subcontract or assign their rights or responsibilities under this proposal 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 Clerk, Village of Greenport, 236 Main Street, Greenport, New York, 11944 or at: [spirillo@greenportvillage.org](mailto: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 proposals. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be mailed to all perspective proposers. The failure of any proposer to receive any such addenda will not relieve the proposers of any obligation under this proposal as submitted. Any addenda so issued shall become part of the Contract Documents.

## **11. EXEMPTION 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.

**12. METHOD OF AWARD**

All proposals will be compared based on the lowest proposal price(s) submitted for the work to be done in addition to the qualifications of the proposer. Proposer may be requested to submit additional information such as references, financial information or other items deemed relevant by the Board of Trustees of the Village of Greenport.

**13. PAYMENTS**

Proposer 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. Proposer must submit certified payrolls confirming compliance with the New York State Labor Law prevailing wage requirements.

**14. 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.

**15. 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. Proposers 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 will be attached as Exhibit C.

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

The successful proposer 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) Liability Coverage for all vehicles, (\$ 1million / \$ 5 million)

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

## **17. 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 proposals 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 proposals and contracts from such entities with respect to the public work noticed herein.

## **18. LETTER OF TRANSMITTAL**

The required Letter of Transmittal shall contain the name, address and telephone number of the Proposer and shall contain wording to the effect that attached is a completed proposal for the including those items required to be completed in the Proposal Specifications and all related Addenda.

## **19. SCOPE OF WORK:**

Work to be performed will include, but not be limited to:

- Assistance in arranging, attendance at, and potential participation in, public hearing(s) related to the LWRP document.
- The update of information, data and details contained within the current draft document.
- The execution of proper formatting, per NYSDOS specifications and requirements, and complete finalization and submission of the document to the NYSDOS.

Services will be provided on an as-requested/as-needed basis. Compensation for these independent contractor services will be paid upon successful, approved task completion. Attendance at late afternoon or evening meetings may be required. Those meetings are currently held in-person. Analysis, review, update and document preparation and finalization may be performed off-site.



## PROPOSAL FORM

### CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION OF THE VILLAGE OF GREENPORT LWRP DOCUMENT TO THE NYSDOS, WHICH INCLUDES THE HARBOR MANAGEMENT PLAN

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Gentlepersons:

The undersigned proposer has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract 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 Proposer: \_\_\_\_\_

Address of Proposer: \_\_\_\_\_

Contact Phone No: \_\_\_\_\_

Contact E-Mail: \_\_\_\_\_

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

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

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

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

**NON-COLLUSION AFFIDAVIT OF PROPOSER**

STATE OF..... )

COUNTY OF..... )

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

He/She/They is (owner, partner, officer, representative, or agent)  
\_\_\_\_\_ of \_\_\_\_\_, the Proposer that has  
submitted the attached Proposal; and

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

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

That neither the said Proposer 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 Proposer, firm or  
person to submit a collusive or sham Proposal in connection with the Contract for which the  
attached Proposal 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 Proposer to fix the prices in the attached  
Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the  
Proposal price or that of any other Proposer, 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 Proposal are fair and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the Proposer, 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 Proposer that has submitted the attached Proposal; and
- (2) That the following is a complete listing of all Proposer'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

### PROPOSER CERTIFICATIONS

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

#### CERTIFICATE OF PROPOSER 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 Proposer that has submitted the attached Proposal; and
- (2) That the Proposer owns, leases or controls the necessary equipment required to perform the work described in the Plans, Specifications and Contract to be executed by the Proposer and the Village of Greenport, New York; and
- (3) That the Proposer is financially capable of accomplishing the work to be performed as described in the Plans, Specifications and Contract to be executed between the Proposer and the Village of Greenport, New York; and
- (4) That the Proposer is fully qualified to perform all phases of the work as described in the Plans, Specifications and Contract to be executed between the Proposer 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 Proposer that has submitted the attached Proposal; and
- (2) That no officer or employee of the Village of Greenport, New York has prior knowledge of the amount of Proposer's Proposal; and
- (3) That no officer or employee of the Village of Greenport, New York has any ownership or other interest in the Proposer'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 Proposer 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\_\_\_\_\_.

**PROPOSER'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 Proposer that has submitted the attached Proposal; and
- (2) That no person(s) involved directly, indirectly or beneficially in the Proposer'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 proposer and to reject and declare invalid any or all proposals deemed not in the best interest of the Village.

On acceptance of this proposal, 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 proposal 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.

## AFFIDAVITS

## STATE OF NEW YORK

)

)SS:

)

\_\_\_\_\_, being duly sworn, deposes and says: I am the person described in and who executed the foregoing proposal and the several matters therein stated are in all respects true.

(Signature of person who signed proposal)

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

## FORM OF AFFIDAVIT WHERE PROPOSER IS A FIRM

)

)SS:

)

\_\_\_\_\_, being duly sworn, deposes and says: I am a member of \_\_\_\_\_, the firm described in and which executed the foregoing proposal. I subscribed the name of the form thereto on behalf of said firm, and the several matters therein stated are in all respects true.

(Signature of person who signed proposal)

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



STATE OF NEW YORK )  
 )ss:  
COUNTY OF )

\_\_\_\_\_ in the \_\_\_\_\_ of  
\_\_\_\_\_, State of \_\_\_\_\_. I have knowledge of  
the several matters therein stated are in all respects true.

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

## CERTIFICATE OF EXPERIENCE

### VILLAGE OF GREENPORT

Proposer certifies of that they are in possession of all necessary licenses, permits, insurances and all other items required by applicable laws and regulations and that they have the necessary equipment, trained personnel and experience in the **CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION OF THE VILLAGE OF GREENPORT LWRP DOCUMENT TO THE NYSDOS, WHICH INCLUDES THE HARBOR MANAGEMENT PLAN** at municipal locations of this size and type and have performed similar projects 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.

<b>Municipality</b>	<b>Type of Facility</b>	<b>Name, Tel. No. of Engineer or Municipal Contract</b>

\_\_\_\_\_  
Name of Proposer

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

## **GENERAL CONDITIONS**

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

Proposals 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. FEDERAL, STATE AND VILLAGE REGULATIONS**

All operations conducted by the Proposer 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 Proposer 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.

### **3. SAVE HARMLESS**

The Proposer 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 Proposer, its officers, agents, servants and employees; provided, however, that the Proposer 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.

### **4. INSURANCE**

Proposer shall purchase and maintain at all times during the term of the Contract such insurance as will protect Proposer and the Village of Greenport from claims which may arise out of or result from the Proposer's operation under the Contract, whether such operations be by the Proposer 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:

<b>INSURANCE DESCRIPTION</b>	<b>LIMITS OF LIABILITY</b>
Workers' Compensation	Statutory
Commercial General Liability including Property Damage Liability and Commercial Automobile Liability	\$1,000,000/ \$5,000,000 \$1,000,000 per accident single limit \$1,000,000 / \$5,000,000 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 proposal.

## **5. 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.

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

This project is a public works contract covered by Article 8 of the Labor Law, and as shown in Exhibit C 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.

## **7. CERTIFICATES**

The Proposer must complete all Certificates throughout the Proposal Documents as a part of the Proposal.

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

The Village may terminate the Contract if the work to be done is abandoned by the Proposer or if the Contract is assigned without the prior written consent of the Village; or if the Proposer is adjudged bankrupt; or if a general assignment of the Proposer's assets is made for the benefit of creditors; or if a receiver is appointed for the Proposer 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 Proposer is violating any of the material conditions of the Contract, or that the Proposer 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 Proposer 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 Proposer 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 Proposer 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 that the Proposer shall be adjudged bankrupt and a receiver appointed or a general assignment for the benefit of creditors is made, or the Proposer is proven insolvent or fails in business, the Contract shall not be an asset of the Proposer. In the event of termination, irrespective of the reason, the Village retains the right but not the obligation to purchase the Proposer's equipment at fair market value.

## **9. PAYMENTS**

Proposer 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. Proposer must submit certified payrolls confirming compliance with the New York State Labor Law prevailing wage requirements.

## **10. 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.

## **11. 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/she/they is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals 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/she/they 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.



## **12. BINDING EFFECT**

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

## **13. 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.

## **14. 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 Proposal and Contract documents.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Village of Greenport, (the "Village") and \_\_\_\_\_  
(the "Contractor") as follows:

### WITNESSETH:

That for and in consideration of the promises and agreements herein, and the payments herein promised to be made, the parties hereto agree as follows:

**FIRST:** The Contractor shall perform and provide in a workmanlike manner all of the labor, and furnish and provide all of the materials, equipment, tools, and implements and will otherwise faithfully perform and complete the entire Contract Work as provided hereunder in connection with the

#### **CONSULTING SERVICES RELATED TO THE UPDATE, FINALIZATION AND SUBMISSION OF THE VILLAGE OF GREENPORT LWRP DOCUMENT TO THE NYSDOS, WHICH INCLUDES THE HARBOR MANAGEMENT PLAN**

as described in the Contract Documents made and prepared by the Village of Greenport, as set forth in the Contractor's Proposal dated \_\_\_\_\_, 20\_\_\_\_ and in strict conformity with the Proposal Documents and Contract Documents and more specifically the Notice to Proposers, the Instructions for Proposers, the Proposal, and this Contract, General Terms and Conditions, and Technical Specifications, annexed and made a part hereof, which hereinafter will be collectively referred to as the "Contract Documents".

**SECOND:** In consideration of the Contractor performing this Contract in the manner herein stated and as provided in the Contract Documents, the Village of Greenport agrees to pay to the Contractor the sums of money mentioned in said Contract Documents in the manner and under the conditions therein provided.

**THIRD:** The price proposal shall remain in effect for twelve (12) months from the date of award.

The Village reserves the right to cancel service under this Contract upon thirty (30) days written notice to proposer.

**FOURTH:** The Contractor agrees that the provisions of the Contract or Contract Documents to the contrary notwithstanding, and regardless of any contingency or condition, unforeseen or otherwise, in the present or in the future, the Contractor shall not be entitled to receive any money or other consideration from the Village or any other party to this Agreement or involved in this project other than the amounts stated in the Contract Documents. The failure of the Village of Greenport to insist upon the strict performance of any of the terms, covenants, agreements, or conditions of the Contract Documents, or of any one or more of those terms or conditions or the temporary or other failure of the Village to object to the Contractor's failure to perform its obligations under this Contract and the Contract Documents, shall not be deemed to be and will not be a waiver by the Village of Greenport of any of the terms, covenants, agreements, provisions and conditions of this Contract, or the Contract Documents and the Contract and Contract Documents shall be and shall remain in full force and effect with full power and authority on the part of the Village of Greenport to enforce the provisions of the Contract and Contract Documents or cause those provisions to be enforced at any time, without prejudice to any other rights which the Village



of Greenport may have against the Contractor under this Contract and the Contract Documents.

**FIFTH:** The Terms that are stated or used in the Contract Documents and this Contract which are defined in the General Conditions of the Contract Documents shall have the meanings that are indicated in the General Conditions of the Contract Documents.

**SIXTH:** Neither the Village of Greenport nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interests under the Contract or any of the Contract Documents; and, specifically, the Contractor shall not assign any monies due or to become due without the prior written approval and consent of the Village of Greenport.

**SEVENTH:** The Village of Greenport and the Contractor each binds itself, its partners, successors, assigns and legal representatives of the other party hereto in respect to all covenants, agreements and obligations contained in the Contract and the Contract Documents. (The term Contract Documents by definition and agreement of the parties includes, but is not limited to, this Contract).

**EIGHTH:** The Contract together with all of the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract Documents and any part thereof may only be altered, amended or repealed by a duly executed written instrument signed by both parties.

**NINTH:** All manufacturer warranties must be in place and in favor of the Village as owner and must be provided by the Proposer upon completion of the Contract Work. Proposer must provide a ten (10) year labor warranty in writing upon completion of the Contract Work.

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

(VILLAGE SEAL)

(SEAL)

Village of Greenport

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

Contractor:

By: \_\_\_\_\_  
Name/Title

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

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.

(signature and office of individual taking acknowledgement)

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

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.

(signature and office of individual taking acknowledgement)

## EXHIBIT B

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 proposal:

\_\_\_\_\_

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

(Proposer's Seal)

- (1) Where a proposer is a firm, the proposal 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 proposer is a corporation, the proposal 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 proposal 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 proposal must be sworn to by the person signing it, using one of the appropriate forms of acknowledgment which follow.
- (4) The proposers shall date the Form of Affidavit, fill in all blank spaces and complete the "Questionnaire" which follows as part of the proposal.
- (5) In case of any discrepancy in the proposer's extensions or total, the Village of Greenport's computation of extensions and totals will govern.