

CONTRACT DOCUMENTS BID FORM AND SPECIFICATIONS FOR
CONSTRUCTION OF A PAVILION AT DONAHUE MEMORIAL PARK
99 SHORE ROAD
CORNWALL-ON-HUDSON, NY 12520

JAMES A. GAGLIANO, MAYOR
DAVID HALVORSEN, PROJECT MANAGER
JEANNE MAHONEY, VILLAGE CLERK

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ADVERTISEMENT

Sealed bids will be received by the Village of Cornwall-on-Hudson, in Orange County, New York, at the Village Hall located at 325 Hudson Street, Cornwall-on-Hudson, New York, until **2:00 P.M. August 11, 2022** then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the Village of Cornwall-on-Hudson and described as follows: **Construction of a Pavilion at Donahue Memorial Park.**

The work consists of providing materials, equipment and/or fixtures to construct a 30' x 50' Wood A-Frame Roof Style Pavilion at Donahue Memorial Park in Cornwall-on-Hudson, including all exterior/interior materials, equipment and/or fixtures. ONE HUNDRED TWENTY (120) calendar days are allowed for the construction of the project.

Bid documents will be posted on the Village of Cornwall-on-Hudson website: www.cornwall-on-hudson.org or a copy may be obtained by emailing the Village Clerk at: clerk@cornwall-on-hudson.org

Specifications are on file and may be seen in the Village Clerk's Office located at 325 Hudson Street, Cornwall-on-Hudson, NY. Prior to opening, bid packages may be picked up at that location during normal operation, between 8:30 A.M. and 4:30 P.M. Questions or comments pertaining to this bid must be presented in writing, or sent as e-mail to the attention of the Village Clerk, Jeanne Mahoney at 325 Hudson Street, Cornwall-on-Hudson, NY 12520, or email: clerk@cornwall-on-hudson.org, by no later than **August 4, 2022** .

All Bids must be on blank bid forms provided in the Bid documents. Bids shall be accompanied by a BID SECURITY equal to 5% (percent) of the bid price. BID SECURITY shall be in the form of a Bid Bond signed by a Bonding company authorized to do business in the State of New York, or a Cashier's Check payable to the Village of Cornwall-on-Hudson.

THERE WILL BE A NON-MANDATORY PREBID MEETING/SITE VISIT at 10:00 AM on **August 1, 2022** at Donahue Memorial Park located at 99 Shore Road, Cornwall-on-Hudson, NY.

The Village of Cornwall-on-Hudson is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract documents in this regard. The Village also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids must be enclosed in a sealed, envelope, clearly identified on the outside as "Sealed Bid" with Bid Name, Village of Cornwall-on-Hudson's name and address, and the Bidder's name and address. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The Village reserves the right to accept or reject all bids, or any portions thereof, and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the Village of Cornwall-on-Hudson.

The CONTRACTOR must furnish to the Village of Cornwall-on-Hudson at the time of the signing of the CONTRACT, a Certificate of Insurance coverage as provided in the contract documents which will include Comprehensive Insurance, CONTRACTOR'S Automobile, and where applicable, Owner's Protective Liability insurance, Subcontractor's Public Liability and Property Damage Insurance. The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on Village of Cornwall-on-Hudson premises. General Liability Insurance, specifying coverage, must be maintained to hold the Village of Cornwall-on-Hudson harmless in the event of an accident. See bid packet for details. No bids will be considered unless the bidder, whether resident or non-resident of New York, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of New York. In addition, the awarded vendor, if a nonresident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of New York.

Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.cornwall-on-hudson.org

Jeanne Mahoney, Village Clerk

ITEM I - INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION Notice is hereby given that the Village of Cornwall-on-Hudson will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

1.01 BID NAME: Construction of a Pavilion at Donahue Memorial Park. PROJECT LOCATION: 99 Shore Road, Cornwall-on-Hudson, NY

1.02 SUMMARY: Provide all materials, equipment and/or fixtures required to construct a 30' x 50' Wood A-Frame Roof Style Pavilion at Donahue Memorial Park in Cornwall-on-Hudson, including all exterior/interior materials, equipment and/or fixtures, in strict compliance with the Contract documents.

1.03 BID DEADLINE Sealed bids will be received until 2:00 P.M. August 11, 2022, at the Village of Cornwall-on-Hudson offices located at 325 Hudson Street, Cornwall-on-Hudson, New York, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS Bid documents may be obtained at the Village of Cornwall-on-Hudson offices located at 325 Hudson Street, Cornwall-on-Hudson, New York. The bid packet is also available on the Village of Cornwall-on-Hudson website: www.cornwall-on-hudson.org

1.05 INQUIRIES/ADDENDA Questions or comments pertaining to this bid must be presented in writing, or sent as e-mail to the attention of the Village Clerk, Jeanne Mahoney, at 325 Hudson Street, Cornwall-on-Hudson, NY 12520, or email clerk@cornwall-on-hudson.org

1.05.1 All Addenda are part of the Contract documents. Resultant costs are to be included in the Bid. Addenda will be issued by email to all plan holders on record and posted on the Village's website www.cornwall-on-hudson.org It is the responsibility of the bidder to verify that all Addenda have been received.

1.06 SITE VISIT/Non-mandatory Pre-bid conference to be held at 10:00 AM on August 1, 2022 at Donahue Memorial Park located at 99 Shore Road, Cornwall-on-Hudson, NY.

1.06.1 The Village of Cornwall-on-Hudson will not furnish any labor, material or supplies unless specifically stated in the Contract documents. Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Bidder must have a current business license prior to or (upon) bid being awarded. Where required by State law, State of New York Contractor's license is required.

1.07 BID SECURITY The bidder shall be required to file with his or her bid either a cashier's check drawn on an New York bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of New York, payable to the Village of Cornwall-on-Hudson for an amount not less than five percent of the Contractor's bid.

1.08 PERFORMANCE ASSURANCE AND INSURANCE The bidder to whom award is made shall provide a Performance Bond equal to 100% (percent) of the Contract amount and a Labor and Materials Bond

equal to 50% (percent) of the Contract amount. The accepted Bidder shall also provide insurance as required in section titled ITEM VII INSURANCE.

1.09 DURATION OF OFFER Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of THIRTY (30) days subsequent to the opening of bid without the consent of the Village Board of the Village of Cornwall-on-Hudson.

1.10 EQUAL OPPORTUNITY The Village of Cornwall-on-Hudson is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity Laws and the provisions of the Contract documents in this regard. The Village also encourages and supports the utilization of Minority and Women-Owned Business Enterprises on this and all public bids.

1.11 BID SUBMISSION AND PREPARATION Sealed Bids, signed, executed, and dated will be received by the Village of Cornwall-on-Hudson as noted in section 1.03 above. Submit one copy of the executed offer, on the Bid Form provided, along with the required Bid Security. The bid shall be enclosed in a sealed envelope, clearly identified on the outside as a SEALED BID with PROJECT NAME, OWNER'S NAME AND ADDRESS, and BIDDER'S NAME AND ADDRESS.

1.11.1 Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the Invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitable filled in.

1.11.2 Fill in all blanks on the Bid Form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.

1.11.3 The Bid Form may have a Contingency Allowance listed. Add this amount to the Bid Base to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the Owner. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the Owner.

1.11.4 Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person who affixes to this signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Village of Cornwall-on-Hudson, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

1.11.5 Each project will be bid separately unless otherwise expressly requested in the Contract document. Combination bids, that is, bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate bids will not be considered unless requested. Bidders are to provide with their bid, a reference list to include name/address/phone number.

1.12 BID INELIGIBILITY Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the Owner. The Owner may waive any minor irregularities and may reject any or all bids. Bids received after the deadline will not be considered and returned to the bidder unopened.

1.13 CONTRACT TIME The Contractor agrees to perform the work within the time stated in the Bid Form. The bidder in submitting an offer accepts the conditions of the Contract period stated for performing the work.

1.14 CONSTRUCTION DOCUMENT IDENTIFICATION The Construction Documents are the Bid Packet, Drawings, Addenda, and all other related documents bearing the Project Title. Bidders shall use complete sets of Construction Documents in preparing their Bids. The Village will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents. If there is a conflict between any of the Construction Documents, the Contractor shall either provide the better quality or greater quantity of work or comply with the more stringent requirement.

1.15 BID ACCEPTANCE Bid with lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the owner shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

1.16 BIDDERS INTERESTED IN MORE THAN ONE BID If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bid is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The Village reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

1.17 ERRORS IN BIDS Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk.

1.18 CONTRACT AND BOND The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented for signature.

1.19 COLLUSION If there is any reason for believing that collusion exists among the Bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the Village.

1.20 SUBLETTING OR ASSIGNING OF CONTRACT Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portions of the Contract, his right, title, or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the Village, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all Contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by sub-contract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

1.20.1 Sub-contractor's Status: A Sub-contractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the Village for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.21 PROSECUTION OF WORK The Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Mayor or as otherwise directed in writing.

1.21.1 The Contractor shall prosecute the work continuously and diligently in the order and manner set out in its schedule as approved by the Project Manager. Contractor shall provide sufficient and satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

1.21.2 Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager, without prejudice to any other remedy the Owner may have, may require that additional forces and/or equipment be placed on the work, at Contractor's sole expense, to bring the project up to schedule and maintain it at that level.

1.21.3 Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager, without prejudice to any other remedy the Owner may have, may withhold all payments that are or may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

ITEM II BID RESPONSE FORM

Date: _____

PROJECT NAME: Construction of a Pavilion at Donahue Memorial Park

1. Furnish 30 x 50' Wood A-Frame Roof Style Pavilion Structure Kit with Ten (10) 7" Posts. Includes delivery to zip code 12520. Quantity: 1
2. On-Site construction of Pavilion Structure, including PT, KD Tongue and Groove Roof Decking and Standing Seam Metal Roof. Quantity: 1
3. Furnish all labor, materials, and equipment for a 1,500 sq. ft. concrete foundation slab and piers: Quantity: 1
4. On-Site excavation of 30' x 50" (1,500 sq. ft.) area and pouring of concrete foundation slab and piers: Quantity: 1

Alternate 1. Furnish 30' x 50' Wood A-Frame Roof Style Pavilion Structure Kit with Ten (10) 7" Posts per specifications. Unit to be provided as a kit for assembly by Village of Cornwall-on-Hudson. Includes delivery to zip code 12520. Quantity: 1

Item #1 Bid \$ _____

Item #2 Bid \$ _____

Item #3 Bid \$ _____

Item #4 Bid \$ _____

Alternate #1 Bid \$ _____

The Contractor agrees to complete all the work within One Hundred Twenty (120) calendar days from date given in the Notice to Proceed (NTP) unless other arrangements are approved by the Project Manager.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed

with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Village of Cornwall-on-Hudson, Orange County, New York, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. The undersigned agrees to furnish the goods/services as requested by you for the Village of Cornwall-on-Hudson, Orange County, New York in your Invitation to Bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

WITNESS our hands this _____ day of _____, 2022.

IF INDIVIDUAL

_____ Doing Business As, _____
(SIGNATURE of Individual Bidder) (Business name)

Business

Business Mailing Address

Village, State, Zip code

NOTARY FOR INDIVIDUAL

STATE OF _____ } COUNTY OF _____ }

I the undersigned authority in and for the said State and County, hereby certify that
_____ as _____ of _____
Print name of Bid signer Title Print Company name

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2022.

Notary Public _____

My Commission Expires ___/___/____

ITEM III BID BOND

The PRINCIPAL (Bidder’s name and address)

The OWNER (Name and Principal place of Business)

Village of Cornwall-on-Hudson
325 Hudson Street
Cornwall-on-Hudson, NY 12520

The PROJECT for which the Principal’s Bid is submitted: (Project name as it appears in the Bid Documents)

PROJECT NAME: Construction of a Pavilion at Donahue Memorial Park

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal’s bid.

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the Owner accepts the Principal’s bid and the Principal thereafter either: (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal’s Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal’s bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this ____ day of _____, 2022.

(Principal (Company)

ATTEST _____

By _____

Print Name and Title

SURETY ATTEST _____

Surety Company _____

By _____

Print Name and Title

ITEM IV PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name & address of legal title of the Contractor)
_____ hereinafter called the Principal, and

_____ hereinafter
(Insert here the name and address of legal title of one or more sureties) and
_____ hereinafter
called the Surety or Sureties, are held and firmly bound unto The Village of Cornwall-on-Hudson
hereinafter called the Owner in the sum of _____ Dollars (\$ _____) for the payment
whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated ___/___/___ entered into a
contract with the Owner for: Village Hall Renovation Project, which agreement is by reference made a
part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform
the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully
indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of
failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall
remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought
on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that
no change, extension of time, or addition to the terms of the Contract or to the work to be performed
thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they
do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract, or to the work, or to the Specifications.

Witness our hands and seals this _____ day of _____, 2022.

_____ Doing Business As, _____
(Signature of Individual Bidder) (Business Name)

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

BY: _____
(Signature of Officer Authorized to sign Bids (Position or Title) and Contracts for the Firm)

ATTEST:

(Secretary)

(Name of State under the laws of which incorporated)

BY:

(Name of Surety)

(Attorney in Fact)

ITEM V- LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ As Principal, and _____ as Surety, are held and firmly bound unto said Village of Cornwall-on-Hudson hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____ 20 __. (Hereinafter called the Contract) for Village Hall Renovation Project, which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the Village of Cornwall-on-Hudson or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

Witness our hands and seals this _____ day of _____, 20____,

_____ Doing Business As, _____
(Signature of Individual Bidder) (Business Name)

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

ATTEST:

(Secretary) (Name of State under the laws of which incorporated)

BY: _____
(Name of Surety) (Attorney in Fact)

ITEM VI - INSURANCE

7.0 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Village of Cornwall-on-Hudson at limits and coverages specified herein. The Village of Cornwall-on-Hudson will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

7.01 All insurance will be provided by insurers by admitted carriers in the State of New York, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the Village. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the Village for prior approval.

7.02 NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE VILLAGE.

7.03 Worker's Compensation and Employer's Liability

Part One: Statutory Benefits as required by the State of New York

Part Two: Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 Policy Limit

7.04 Commercial General Liability

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage combined as follows:

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:

- Premises and operations
- Personal injury and Advertising Injury
- Products/completed operations
- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage

7.05 Automobile Liability

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

7.06 Certificates of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Village PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the Village.

7.06.1 The Contractor shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the Village, and shall be made available to the Village upon request.

ITEM VII- SCOPE OF WORK AND SPECIFICATIONS – CONSTRUCTION OF A PAVILION AT DONAHUE MEMORIAL PARK

The awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

8.0 SCOPE OF WORK & SPECIFICATIONS

8.01 SCOPE OF WORK

8.01.1 DEFINITIONS

8.01.1.1 VILLAGE The Village of Cornwall-on-Hudson, New York Village Board, Mayor, and the officers, agents and employees of the Village of Cornwall-on-Hudson, New York

8.01.1.2 CONTRACTOR The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

8.01.1.3 SPECIFICATIONS The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.

8.01.1.4 SUBCONTRACTOR A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.

8.01.1.5 The WORK: The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

8.01.2 GENERAL DESCRIPTION

8.01.2.1 Project Location: 99 Shore Road, Cornwall-on-Hudson, New York. The general scope of work is to have a CONTRACTOR execute a turnkey project; provide materials, equipment and/or fixtures to construct a 30’ x 50’ Wood A-Frame Roof Style Pavilion at Donahue Memorial Park in Cornwall-on-Hudson, including all exterior/interior materials, equipment and/or fixtures, in strict accordance with the Contract Documents.

8.01.2.2 Quantity: All quantities are approximations. The CONTRACTOR will be paid for actual quantities installed and approved by the VILLAGE. All residuals of bulk quantities charged to the VILLAGE, but not

consumed by this project, will remain the property of the VILLAGE, and the CONTRACTOR will deliver those residuals to the VILLAGE, no later than, at the time of substantial completion of the project.

8.01.2.3 Installation: Furnish all equipment, labor and materials to turnkey, construct a 30' x 50' pavilion, including but not limited to, site and prep work, and any other required materials or accessories necessary for project completion. All installation will be performed to manufacturer's specifications and instructions.

8.01.3 QUALITY ASSURANCE The CONTRACTOR will use an adequate number of skilled employees, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance as described above in the GENERAL DESCRIPTION of work. The CONTRACTOR SHALL provide an on-site Supervisor who will remain on site at all times while his employees, or those of a SUBCONTRACTOR, are performing work related to this Contract. The Village of Cornwall-on-Hudson Project Manager shall be furnished the name and 24-hour contact phone number for this Supervisor. All work shall be done in compliance with Federal, State and Local laws, regulations or ordinances, current industry standards, and to any and all equipment manufacturers recommended guidelines.

8.01.4 SOURCE OF MATERIALS Provide materials obtained from one source for each item. Colors, textures and patterns will be determined by the VILLAGE.

8.01.5 SUPPLIER QUALIFICATIONS Manufacturer shall be an established firm experienced in the field.

8.01.6 SUBMITTALS Product Data: Submit manufacturer's technical information and installation instructions for materials required, except bulk materials. CONTRACTOR to submit the Manufacturer's product cut sheets (including MSDS) for all products. Where applicable, submit Manufacturer's paint color charts showing full range of colors, textures and patterns available.

8.01.7 SAFETY AND PROTECTION OF PERSONS AND PROPERTY The CONTRACTOR is ultimately responsible for the safety of his/her employees, those of any SUBCONTRACTOR engaged by the CONTRACTOR and for any and all CONTRACTOR owned or leased equipment used for the performance of this Contract.

8.01.7.1 The CONTRACTOR shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The CONTRACTOR shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

8.01.7.2 The CONTRACTOR shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to: Workers and other persons on the Project site and in adjacent and other areas that may be affected by the CONTRACTOR'S operations; the

Work and materials and equipment to be incorporated into the Work and stored by the CONTRACTOR on or off the Project site and other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.

8.01.7.3 The CONTRACTOR shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the CONTRACTOR, a SUBCONTRACTOR, or anyone for whose acts they may be liable.

8.01.7.4 The CONTRACTOR shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.

8.01.7.5 The CONTRACTOR shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.

8.01.7.6 If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the CONTRACTOR shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity. Note: No explosive devices have been authorized for this project.

8.01.7.7 The CONTRACTOR shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the CONTRACTOR'S Supervisor, unless the CONTRACTOR assigns this duty to another responsible member of its onsite staff and notifies the VILLAGE in writing of such assignment.

8.01.7.8 The CONTRACTOR shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.

8.01.8 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the CONTRACTOR, a SUBCONTRACTOR, or anyone for whose acts they may be liable.

8.01.8.1 If, during the performance of the Work, the CONTRACTOR encounters a suspected Existing Hazardous Material, the CONTRACTOR shall immediately stop work in the affected area, take measures

appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the VILLAGE of the condition in writing.

8.01.8.2 The VILLAGE shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the VILLAGE. The VILLAGE will advise the CONTRACTOR in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement.

8.01.8.3 After certification by the VILLAGE'S independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the VILLAGE and CONTRACTOR. If the material is found to be an Existing Hazardous Material and the CONTRACTOR incurs additional cost or delay due to the presence and abatement of the material, the Contract Time shall be appropriately adjusted by a Contract Change Order.

8.01.8.4 The VILLAGE shall not be responsible for Hazardous Materials introduced to the Project site by the CONTRACTOR, a SUBCONTRACTOR, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

8.01.9 DELIVERY AND STORAGE

8.01.9.1 Delivery of Materials CONTRACTOR shall deliver materials in a neat, safe manner, least intrusive, and interruptive of Village business, in a manner, and to a location approved by the VILLAGE. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Prevent damage or contamination to materials by water, freezing, foreign matter or other causes.

8.01.9.2 Storage of Materials CONTRACTOR is to store all materials in a neat safe manner, least intrusive, and interruptive of Village business, in a manner and location approved by the VILLAGE. Area where materials are to be stored should be maintained in compliance with Manufacturer's recommendations. Prevent damage or contamination to materials by water, freezing, foreign matter or other causes.

8.01.10 SCHEDULE OF INSTALLATION Provide a sequenced, timeline schedule for performing the work. All work shall be completed during hours, and in a manner, least intrusive and interruptive of Village business, and approved by the VILLAGE.

8.01.11 WARRANTY The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the Village of Cornwall-on-Hudson, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of

acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Unless otherwise stated, awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by Village of Cornwall-on-Hudson. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

8.01.12 INTENT OF SPECIFICATIONS The following specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the Village of Cornwall-on-Hudson regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product, services, or equipment best suited for the Village of Cornwall-on-Hudson. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

8.02 SPECIFICATIONS

8.02.1 DESCRIPTION OF MATERIALS

- All wood to be pressure treated SP #2 or better.
- Roof to be Standing Seam Metal.
- All glulams to be 24F-V3/SP Rating.
- Each roof board shall be secured to each framing member with (3) 1 ¼" x 7/16" crown staples (16 gauge) or (2) 8" ring shank nails.
- All rafters to be attached to plates with (5) 2 3/8" ring shank nails. Install (1) Simpson A23Z angle at each rafter.
- All hardware to be galvanized, powder coated, or stainless steel.
- All concrete to be minimum 3,500 PSI.
- Installation in accordance with the manufacturer's instructions.

8.02.2 DESCRIPTION OF WORK All work required for installation shall be the responsibility of the CONTRACTOR. CONTRACTOR will remove and lawfully dispose of all waste materials used or accumulated during construction. Materials, texture, color and size to be specified by VILLAGE, prior to installation or ordering of materials.

8.02.3 CLEANING AND PROTECTION: Cleaning: Upon completion of work, CONTRACTOR to clean all surfaces so they are free from foreign matter.

8.02.4 COMPLIANCE CONTRACTOR will perform all work in compliance with all Federal, State, and local government requirements, meeting or exceeding Manufacturer's and industry standards.

8.02.5 MISCELLANEOUS REQUIREMENTS

8.02.5.1 All work to be done in a neat and professional manner.

8.02.5.2 All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.

8.02.5.3 CONTRACTOR to provide all necessary services and materials unless stated otherwise above.

8.02.5.4 CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.

8.02.5.5 CONTRACTOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.

8.02.5.6 The CONTRACTOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the CONTRACTOR during the execution of this contract. This includes but is not limited to damage too small to be covered by the CONTRACTOR'S insurance.

8.02.5.7 Changes in the work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the work shall be authorized by written change order signed by the Owner and Contractor. Written change proposals shall be provided to the Project Manager by the CONTRACTOR for any requested modification to the plans, specifications or other Contract requirements. The project Manager will return an approved written change order prior to any change implementation.

The Owner will have the authority to order minor changes in the work not involving adjustment in the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. All such changes shall be effected by written order and shall be binding on the Contractor. The Contractor shall carry out all written orders promptly.

8.02.5.8 All salvageable material remains property of the Village of Cornwall-on-Hudson, and to be delivered by CONTRACTOR to the Village of Cornwall-on-Hudson Department of Public Works, 50 Shore Road, Cornwall-on-Hudson, NY.

SPECIAL CONDITIONS EXCEPTIONS TO SPECIFICATIONS These specifications are based upon design and performance criteria which have been developed by the Village of Cornwall-on-Hudson as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may

be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page included within the bid entitled, "Exceptions to Specifications". The Village shall determine which (if any) exceptions are acceptable and this determination shall be final.

ITEM VIII STANDARD TERMS AND CONDITIONS VILLAGE OF CORNWALL-ON-HUDSON

1. ACCEPTANCE OF AGREEMENT This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. ACCEPTANCE OF WORK The Village of Cornwall-on-Hudson will be deemed to have accepted the Work after the Village of Cornwall-on-Hudson agrees the Work is completed and upon the issuance of a signed Certificate of Substantial Completion. In the event Work furnished under the Contract / Agreement is found to be defective or does not conform to the intent of the Contract / Agreement, the awarded vendor shall, after receipt of notice from the Village of Cornwall-on-Hudson, promptly correct the deficiencies at the awarded vendor's sole cost and expense. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the Village of Cornwall-on-Hudson's right to cancel the Contract / Agreement immediately, upon written notice to the awarded vendor.

3. ADDENDA All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the Village of Cornwall-on-Hudson website www.cornwall-on-hudson.org. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission.

4. ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the bid response, the Village of Cornwall-on-Hudson reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same or similar terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

5. APPLICABLE LAW This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of New York. Any litigation arising out of the Agreement shall be heard in the Courts of Orange County, New York.

6. ASSIGNMENT The awarded vendor shall not assign the Contract / Agreement or sublet it as a whole without the express written permission of the Village of Cornwall-on-Hudson. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of Village of Cornwall-on-Hudson. The Village of Cornwall-on-Hudson may assign the Contract / Agreement, or sublet it as a whole, without the consent of the awarded vendor.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in

obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

8. AWARD CONSIDERATION The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

9. AWARD OR REJECTION OF BIDS The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Village of Cornwall-on-Hudson to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Village of Cornwall-on-Hudson, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the Village of Cornwall-on-Hudson.

10. BACK ORDERS If it is necessary to back order any items, the vendor must notify the Project Manager and advise as to the expected shipping or delivery date. If this date is not acceptable, the Village of Cornwall-on-Hudson may seek remedies for default.

11. BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The Village of Cornwall-on-Hudson of Orange County, New York. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the Village and underwritten by a company licensed to issue bonds in the State of New York. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

12. BRAND NAMES Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Project Manager will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered nonresponsive. Reference by the Village of Cornwall-on-Hudson in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

13. CANCELLATION OF / CONTRACT / AGREEMENT A contract can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a contract can only be made by a written change order from the Village of Cornwall-on-Hudson. A term contract, lease or agreement can be canceled by the Village of Cornwall-on-Hudson, for justifiable cause, or convenience, by written notice.

14. COST OF REMEDYING DEFECTS All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

15. DELIVERY OF BID Bids must be received in the Village Hall by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the date/time stamp in the Village Hall. Bids submitted by U.S. Mail must be received by the Village of Cornwall-on-Hudson of Orange County, New York, in the Village of Cornwall-on-Hudson offices, 325 Hudson Street, Cornwall-on-Hudson, NY, unless otherwise specified.

16. DELIVERY The number of calendar days required for delivery after receipt of a contract shall be stated in the RFQ / ITB / RFP.

17. ENVIRONMENTAL REQUIREMENTS All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with: a) The identity of the hazardous material, b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

18. EQUIPMENT DEMONSTRATION The Village of Cornwall-on-Hudson may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the Village of Cornwall-on-Hudson.

19. EQUIPMENT ELECTRICAL CERTIFICATION All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

20. ERRORS IN BID Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

21. FORCE MAJEURE Neither the Village nor the awarded vendor shall be deemed in breach of any Contract or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the Village of Cornwall-on-Hudson may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a term contract must be addressed to the Village of Cornwall-on-Hudson Purchasing Manager.

22. HAZARDOUS AND TOXIC SUBSTANCES Bidder must comply with all applicable Federal, State, County and Village laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the Village of Cornwall-on-Hudson with a "Material Safety Data Sheet" for all goods that carry one.

23. INDEMNITY Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the Village of Cornwall-on-Hudson, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

24. INSPECTION All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the Village of Cornwall-on-Hudson. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the Village of Cornwall-on-Hudson will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the Village of Cornwall-on-Hudson may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the Village of Cornwall-on-Hudson. Disposal costs will be the awarded vendor's responsibility.

25. INSPECTION OF PREMISES At reasonable times, the Village may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement. If the Village makes such an inspection, the awarded vendor must provide reasonable assistance. The Village of Cornwall-on-Hudson reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement.

26. INSURANCE If a Contract / Agreement results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the Village of Cornwall-on-Hudson from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement, or by anyone directly or indirectly employed by him/her.

27. INVITATION TO BID Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

28. [Intentionally Left Blank]

29. [Intentionally Left Blank]

30. [Intentionally Left Blank]

31. MANDATORY SITE VISIT If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the Village of Cornwall-on-Hudson.

32. MONITORING OF SERVICES Performance of services will be monitored by the Project Manager, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement and may result in vendor being removed from the vendor list.

33. [Intentionally Left Blank]

34. NON-DESCRIMINATION The Village of Cornwall-on-Hudson is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement documents in this regard. The Village also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

35. NON EXCLUSIVE Unless otherwise specified, this Contract / Agreement is considered a non-exclusive Contract /Agreement between the parties.

36. NOTIFICATION AND ACCIDENT REPORTS In the event of accidents of any kind, in the performance of a Contract / Agreement, the awarded vendor shall notify the Village of Cornwall-on-Hudson immediately and furnish, without delay, copies of all such accident reports to the Village of Cornwall-on-Hudson. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the Village of Cornwall-on-Hudson, of which the awarded vendor has knowledge of and which results in a fine levied against the Village of Cornwall-on-Hudson then the awarded vendor shall be responsible for all fines levied against the Village of Cornwall-on-Hudson.

37. PACKA[Intentionally Left Blank]

38. [Intentionally Left Blank]

39. PAYMENT WITHHELD Payment may be withheld until all requirements of the Contract / Agreement have been fulfilled.

40. [Intentionally Left Blank]

41. SET-UP AND INSTALLATION Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

42. SPILL CLEAN UP The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

43. PRODUCT TESTING Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Village deems necessary during the term of the Contract / Agreement. The Village of Cornwall-on-Hudson reserves the right to request a demonstration of any and all items bid before making the award.

44. PATENTS Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the Village of Cornwall-on-Hudson, on any patent claims arising from the purchase of goods or services.

45. [Intentionally Left Blank]

46. PERMITS LICENSES AND CERTIFICATES The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement.

47. PREPARATION OF BID All bids / proposals shall be typewritten or in ink on the form(s) prepared by the Village of Cornwall-on-Hudson. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

48. QUESTIONS / CONTACT Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with Village personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the Village or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the Village's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

49. REJECTION OF BIDS The Village of Cornwall-on-Hudson reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the Village of Cornwall-on-Hudson will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Village of Cornwall-on-Hudson, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

50. RIGHT TO AUDIT The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the Village of Cornwall-on-Hudson at all reasonable times, for inspections and audit by the Village of Cornwall-on-Hudson, during the entire term of the Contract / Agreement and for a period of Three (3) years after the expiration of the Contract / Agreement.

51. [Intentionally Left Blank]

52. SAFETY MEASURES The awarded vendor shall take all necessary precautions for the safety of the Village of Cornwall-on-Hudson's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

53. [Intentionally Left Blank]

54. TABULATION Bid results are posted on The Village of Cornwall-on-Hudson's web site: www.cornwall-on-hudson.org The awarded vendor will be sent a written notification via mail.

55. TAXES Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Village will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The Village is tax exempt by law.

56. TERMINATION FOR CONVENIENCE Any Contract / Agreement may be terminated for convenience by the Village of Cornwall-on-Hudson, in whole or in part, by written notification to the awarded vendor.

57. TERMINATION FOR DEFAULT Performance of Work under the Contract / Agreement may be terminated by the Village of Cornwall-on-Hudson, in whole or in part, in writing, whenever the Village of Cornwall-on-Hudson determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement.

58. TERMINATION FOR NON-APPROPRIATION Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The Village of Cornwall-on-Hudson may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Village of Cornwall-on-Hudson's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

59. TIME IS OF THE ESSENCE The Village of Cornwall-on-Hudson and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

60. TITLE All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the Village of Cornwall-on-Hudson, Title shall change upon acceptance of delivery at the Village of Cornwall-on-Hudson approved delivery location.

61. VENDOR LIST A vendor may be removed from the Village of Cornwall-on-Hudson's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

62. WARRANTY The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the Village of Cornwall-on-Hudson, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during

the warranty period will be at the awarded vendor's sole expense. Unless otherwise stated, awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by Village of Cornwall-on-Hudson. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

ITEM IX CONTRACT

This CONTRACT is made this ____ day of _____, 2022, by and between the VILLAGE OF CORNWALL-ON-HUDSON (hereinafter "OWNER") and _____ of _____ (hereinafter "CONTRACTOR"), on the PROJECT NAME Dual Composting Toilet Restroom Building. The OWNER and the CONTRACTOR agree as set forth below:

1. The CONTRACT consists of all of the items contained within this contract, the quotation package, proposal, scope of work, specifications and if any drawings addenda, amendments, and "Village of Cornwall-on-Hudson Standard Terms and Conditions", which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of Project Dual Composting Toilet Restroom Building.

2. The CONTRACTOR shall perform all the WORK described herein as awarded by the Village Board of the Village of Cornwall-on-Hudson.

3. The WORK to be performed under this CONTRACT shall be commenced upon execution of the CONTRACT within TEN (10) days of the date specified in a Notice to Proceed (NTP) to be issued to the CONTRACTOR by the OWNER, or its authorized representative. The work shall be completed, subject to authorized adjustments, within ONE HUNDRED TWENTY (120) calendar days, from and after the commencement date stipulated in said Notice to Proceed. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of \$200 per working day. The parties intend that the liquidated damages constitute compensation, and are not intended to be a penalty. The parties acknowledge and agree that the OWNER's harm caused by CONTRACTOR's failure to complete all WORK required under this CONTRACT within the time specified is impossible or very difficult to accurately estimate or quantify. CONTRACTOR acknowledges that TIME IS OF THE ESSENCE.

4. The OWNER shall pay the CONTRACTOR in current funds for the performance of the WORK, the CONTRACT SUM of _____ (\$xx.xx). The CONTRACTOR shall submit to the OWNER, on or before the 5th day of each month, an estimated total for the work performed in the previous month. The OWNER will hold as retainage 5% of each monthly estimate until 50% completion of the work. The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the CONTRACTOR will be made only for the actual quantities or work performed and accepted, or materials furnished, in accordance with the contract. The scheduled quantities or work to be done and materials to be furnished may increase, decrease, or be omitted as provided herein.

5. The CONTRACTOR shall not commence work under this CONTRACT until it has purchased INSURANCE for protection from any and all claims that may arise out of or result from the CONTRACTOR'S operations under the CONTRACT. The CONTRACTOR'S shall maintain the required insurance in the minimum amounts as described in ITEM VII INSURANCE.

6. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of the WORK.

7. The CONTRACTOR has thoroughly and completely inspected the premises, and hereby agrees to perform the WORK for the CONTRACT SUM.

8. The CONTRACTOR warrants to the OWNER that all materials furnished under this CONTRACT will be new, and that all work will be of a good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials.

9. The CONTRACTOR shall promptly correct all work rejected by the OWNER as defective or failing to conform to the CONTRACT DOCUMENTS. The CONTRACTOR shall bear all costs of correcting such rejected WORK, regardless of whether the WORK is fabricated, installed or completed.

10. The CONTRACTOR shall remove from the site all portions of the WORK which are defective or non-conforming and which have not been corrected, unless removal is waived by the OWNER.

11. If the CONTRACTOR fails to correct defective or nonconforming WORK within a reasonable time fixed by written notice from the OWNER, the OWNER may correct and the CONTRACTOR shall bear the cost of making good all work of the OWNER or separate contractors.

12. If the OWNER prefers to accept the defective work, the OWNER may do so instead of requiring its removal and correction, in which case a reduction in the CONTRACT SUM shall be effected whether or not final payment has been made. The reduction shall be equitable and appropriate.

13. If the CONTRACTOR fails to correct defective WORK as set forth above or persistently fails to carry out the WORK in accordance with the CONTRACT DOCUMENTS, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the OWNER, by a written order signed by its authorized agent, may order the CONTRACTOR to stop the WORK. If the CONTRACTOR fails within the seven (7) days after receipt of written notice to commence corrective action, the OWNER may, after those seven (7) days, without prejudice to any other remedy of the OWNER, terminate employment of the CONTRACTOR and take possession of the site and all materials thereon, and may finish the work by whatever methods the OWNER finds expedient.

14. If, within one (1) year after acceptance of the WORK by the OWNER, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the CONTRACT DOCUMENT, any of the WORK is found to be defective or not in conformity with the CONTRACT DOCUMENTS, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition. This obligation shall survive both final payment for the WORK and termination of the CONTRACT. The OWNER shall give such notice promptly after discovery of the condition.

15. If the CONTRACTOR is delayed at any time in the progress of the WORK by any act or neglect of the OWNER, any of its employees, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, the CONTRACT time shall be extended to such reasonable time as the OWNER may determine.

16. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall perform the WORK in a manner that allows the OWNER, to the maximum extent possible, to continue its daily operations on the premises.

17. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the CONTRACTOR'S operations. At the completion of the WORK, the CONTRACTOR shall remove all the CONTRACTOR'S waste materials and rubbish from and about the PROJECT as well as all the CONTRACTOR'S tools, construction equipment, machinery and surplus materials. If the CONTRACTOR fails to clean up at the completion of the WORK, the OWNER may do so and the cost thereof shall be charged to the CONTRACTOR.

18. WRITTEN NOTICE shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

19. The duties and obligation imposed by the CONTRACT DOCUMENTS and the RIGHTS AND REMEDIES available thereunder shall be in addition to, and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

20. Should either party to the CONTRACT suffer injury or damage to person or property because of any act or omission of the other party's employees or agents, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

21. The OWNER and CONTRACTOR, respectively, bind themselves, their partners, successors, assigns, and legal representative to the other party hereto and to the partners, successors, assigns, and legal representatives to the other party with respect to all covenants, agreements,

and obligations contained in the CONTRACT DOCUMENTS. Neither party to the CONTRACT shall assign the CONTRACT or sublet it as a whole without the written consent of the other.

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

VILLAGE OF CORNWALL-ON-HUDSON, NEW YORK

BY: _____ ATTEST: _____
JAMES A. GAGLIANO, Mayor JEANNE MAHONEY, Village Clerk

NOTARY FOR THE VILLAGE OF CORNWALL-ON-HUDSON
ORANGE COUNTY, NEW YORK

I, the undersigned authority in and for said State and County, hereby certify that James A. Gagliano as Mayor of the Village of Cornwall-on-Hudson who name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that being informed of the contents of the document he executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____ day of _____, 2022.

Notary Public _____ My Commission Expires ____/____/____

CONTRACTOR

Individual or Partnership

(Individual or Partnership) (PRINT name of Partner)

(SIGNATURE of representative authorized to sign Bids and Contracts for the company) (PRINT name of Partner)

(PRINT name of representative authorized to sign Bids and Contracts for the company)

Address

Phone no. _____ Fax no. _____

Primary email address _____

CORPORATION

Company _____ State of Incorporation _____

Company Representative _____
(SIGNATURE of representative authorized to sign Bids and Contracts for the company)

Company Representative _____
(PRINT name of representative authorized to sign Bids and Contracts for the company)

Address _____

Phone No. _____ Fax no. _____

Primary email address _____

NOTARY FOR THE CONTRACTOR

STATE OF _____ } COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that _____ as _____ of (contractor) title _____, whose name as signed to the (company name) foregoing document and who are known to me, acknowledged before me on this day, that being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary seal on this ____ day of _____, 20____.

Notary Public _____ My Commission Expires ____/____/____