

INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Thomaston invites sealed proposals for the furnishing of all labor and materials necessary for the trimming and/or removal of trees, in accordance with specifications and conditions on file in the Village office.

All such sealed proposals must be received by the Board of Trustees, at the office of the Village Administrator, 100 E. Shore Road, Great Neck, New York 11023, on or before ____ p.m. on _____, 2022, at which time and place all bids will be opened. An award of contract will be made as soon as practicable thereafter, and the successful bidder will be required to execute a contract within 10 days after notice of award.

A copy of the bid specifications, and bid documents, may be obtained from the Village Administrator, 100 E. Shore Road, Great Neck, New York, during regular business hours.

All proposals must be submitted in accordance with the instructions to bidders, and in a sealed envelope addressed to the Village Clerk, and marked on the outside "Tree Trimming Contract", and must be received no later than the time and date specified above.

The Board of Trustees reserves the right to waive informalities or to reject all bids and, subject to the foregoing, will award a contract as soon as practicable thereafter, and the successful bidder will be required to execute a contract within 10 days after notice of award.

DATE: _____, 2022

BY ORDER OF THE BOARD OF TRUSTEES

Denise Knowland, Village Administrator

VILLAGE OF THOMASTON
INSTRUCTIONS TO BIDDERS

The Village of Thomaston invites sealed bids for the Project and Work described in the bid documents available from the Village Clerk's office.

Should any bidder find discrepancies in, or omission from, the Contract Documents, or should the bidder be in doubt as to the meaning of any part of such Documents, the bidder shall at once notify the Village, and obtain an interpretation or clarification prior to submitting a bid. Any request for interpretation or clarification shall be made in writing, and shall receive a written response which will be distributed to all known bidders. No request for interpretation or clarification will be accepted or honored after ten days prior to the bid date.

Each bidder, by making a bid, shall be deemed to have represented that:

- a. the bidder has read and understands the bid documents and that the bid is made in accordance therewith;
- b. the bidder has visited the site and is familiar with the conditions of the site and the local conditions under which the work is to be performed;
- c. the bid is based upon the materials, systems and equipment described in the Bidding Documents, or otherwise necessary to perform the contract work, without exceptions;

All bid shall be accompanied by a bid deposit in the form of a certified check, cashier's check or treasurer's check, payable to the Village of Thomaston, or a bid bond issued by an established and acceptable surety company, in the penal sum of not less than 5% of the bid amount. Any such surety bond shall be accompanied by a certificate of the surety company certifying that the agent who issued the bond was authorized to bind the surety company as of the date of the bond. Failure on the part of the successful bidder to execute a contract within ten days after notice of contract award shall result in forfeiture of said bid deposit to the Village's account as liquidated damages. Bid deposits will be returned to the unsuccessful bidders no later than sixty (60) days after the opening of the bids. **In the event the bid is awarded to a bidder, and the bidder fails to execute the required contract with the Village, the bid deposit, or bond, will be forfeited to the extent required to compensate the Village for all damages sustained by the Village by reason of the bidder failing to execute the required contract, including any attorneys' fees or other expenses incurred by the Village for enforcement and collection of such damages.**

The successful bidder shall execute a contract for the work within ten (10) business days after notice of award.

VILLAGE OF THOMASTON

100 E. Shore Road, Great Neck, NY 11023 516-482-3110

INSURANCE REQUIREMENTS

PROPERTY OWNER

- Hold Harmless Agreement

GENERAL CONTRACTORS:

- Nassau County Home Improvement License (if applicable)
- General Liability Certificate (Acord Form)
 - ✓ “Incorporated Village of Thomaston, Its Officers, Agents and Employees - 100 E. Shore Road, Great Neck 11023”
 - ✓ MUST be listed as Additional Insured & Certificate Holder
- Additional Insured Endorsement Form (ISO Form CG 20 12)
 - ✓ Must be indicated on the form: “Incorporated Village of Thomaston, Its Officers, Agents and Employees – 10 E. Shore Road, Great Neck, NY 11023”
- Disability Insurance (DB120 form)
- Workers’ Compensation (C105.2 form)

**Note: For Workers’ Comp & Disability Exemption use form CE-200*

The Contractors and all subcontractors shall maintain, at a minimum, the following insurance, and provide evidence of same to the **Village of Thomaston** in the form of Certificates of Insurance or copies of policies, providing 30 days’ notice of Cancellation or non-renewal. The insurance carrier must be a New York State licensed carrier with an A.M. Best Rating of at least an A IX. In all cases where the Village, its officers, agents and employees are to be named as additional insured, an endorsement to the insurance policy must be provided as documentation of such additional insured status.

I. **Workers Compensation and NYS Disability**

Coverage	Statutory
Extensions	Voluntary Compensation Employers Liability - Unlimited

II. **Commercial General Liability**

Coverage and Limits	Occurrence - 1999 ISO CGL or equivalent	
	General Aggregate	\$2,000,000
	Products & Completed Operations	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Per Occurrence Limit	\$1,000,000
	Fire Damage	\$ 50,000
	Medical Expense	\$ 5,000

Additional Insured All owners, agents, employees, volunteers, elected and appointed officers and officials of the Incorporated Village of Thomaston, using ISO Form GC 20 10 07 04 be accompanied by CG 20 37 07 04 adding back Completed Operations

Special Hold Harmless Agreement
Aggregate Limits Per Project
Waiver of Subrogation
Primary & Non-Contributory, Contractual Liability

3rd Party Injury to Employees, Volunteers, Subcontractors etc.
Include Completed Operations

III. **Automobile Insurance**

Coverage

Standard New York Policy including all owned, hired, and non-owned vehicles

Limit

\$1,000,000. Combined Single Limit

Additional Insured

all owners, agents, employees and volunteers and elected and appointed officers and officials of the Incorporated Village of Thomaston, using ISO Form CG2010 (B) or equivalent.

INSURANCE & LICENSE REQUIREMENTS

GENERAL CONTRACTORS:

● **General Liability Certificate (Acord Form)**

✓ “The Incorporated Village of Thomaston, and its Officers, Agents and Employees – 100 E. Shore Road, Great Neck NY 11023” MUST be listed as the Certificate Holder & listed as Additionally Insured on the certificate

● **Additional Insured Endorsement Form (ISO Form CG 20 12)**

✓ MUST be indicated on the form: “The Incorporated Village of Thomaston, and its Officers, Agents and Employees - 100 E. Shore Road, Great Neck, NY 11023”

● **Disability Insurance (DB120 form)**

● **Workers’ Compensation (C105.2 form)**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the Incorporated Village of Thomaston, a municipal corporation having its principal office at 100 E. Shore Road, Great Neck, New York 11023 (herein called the "Village") and _____, a _____, having its principal office at _____, New York ____ (herein called "the Contractor).

WITNESSETH, that the Village and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

1. PURPOSE OF CONTRACT. The purpose of this contract is to provide for the maintenance of Village owned trees located along public highways, drainage easements, parks buildings and miscellaneous Village properties within the Village of Thomason.

2. CONTRACT DOCUMENTS AND DEFINITIONS: The Invitation for Bids, Form of Bid, Form of Contract, General Requirements, together with any Addenda, shall be part of this contract, and shall be considered the Contract Documents. The provisions of the Contract Documents shall be as binding upon the parties hereto, as if they were herein fully set forth. The table of contents, titles, headings, headline, and marginal notes contained herein are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. In case of any conflict or inconsistency between the provisions of this contract and those of the specifications, the provisions of this contract shall govern.

WORK: The term "work" as herein used, refers to all of the work proposed to be accomplished at the site of the project and all such other work as in any manner require to accomplish the completed project and includes all plant, labor, material, supplies, equipment and other facilities and acts necessary or proper for, or incidental to, the carrying out and completion of the terms of this contract. The term "work performed" shall be construed to include materials delivered to and suitably stored at the site of the project. In particular, the work covered by this contract is the furnishing of labor, materials, tools and equipment, and incidentals as may be reasonably necessary for the trimming, cutting down, bracing and cabling, and removal of trees, roots, branches and shrubs in various locations in the Village. In addition, this contract shall include the provision of such emergency services in connection therewith as may be directed by the Village Superintendent of Public Works or Building Inspector.

EXTRA WORK: The term "extra work", as used herein, refers to and includes all work required by the Village, which in the judgment of the Building Inspector involves changes in or additions to the work required by the Plans, Specifications and any Addenda in their present form.

SUBCONTRACTOR: The term "subcontractor" shall mean any person, firm or corporation supplying labor and material for work at the site of the project, but not including the parties to this contract.

NOTICE: The term "notice" as used herein, shall mean written notice. Notice shall be deemed to have been duly served when delivered in writing to, or at, the last known business address of the person, firm or corporation for whom intended, or to his, their, or its duly authorized agents, representatives, or officers, or when enclosed in a postage prepaid wrapper or envelope, addressed to such person, firm or corporation at his, or its last known business address and deposited in a United States mail box. All notices sent by mail must be sent by certified mail, return receipt requested.

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work or its performance, "Directed", "Required", "Permitted", "Ordered", "Designated", "Prescribed", and words of like import shall imply the direction, requirement, permission order, designation or prescription of the Building Inspector, and "Approved", "Satisfied", or "Satisfactory", "In the judgment of" and words of like import, shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of, the Building Inspector

3. COMPENSATION TO BE PAID TO THE CONTRACTOR:

(a) Agreed prices: It is understood and agreed that payment will be made to the Contractor for the work required by this agreement, in accordance with the following:

For work described in Part I of the General Requirements: _____ per day.

For work described in Part II of the General Requirements: _____ per stump.

The Contractor agrees to accept such payment for the work. There shall be no increase in the contract price due to increases in the cost of materials or labor occurring after the submission of the Contractor's bid or during the term of this contract.

(b) Extra Work: The Village may, at any time, by a written order and without notice to the Sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor or any extra work, as so ordered shall be determined as follows:

1) By such applicable unit prices as may be set forth in Form of Bid; or

2) If no such applicable unit prices are set forth, then by a sum of money to be mutually agreed upon by the Village and the Contractor; or

3) If no such applicable unit prices are so set forth and if the parties cannot agree upon a sum of money, then by actual cost in money to the Contractor of the materials, permits, wages of applied labor, premiums for Workmen's Compensation Insurance, payroll taxes required by law, rental for place and equipment used (excluding small tools), to which total cost will be added twenty (20%) percent as full compensation for all other items of profits, costs and expenses, including administration, overhead, superintendence, insurance other than Workers' Compensation Insurance, material used in temporary structures allowances made by the Contractor to subcontractors, additional premiums upon the use of small tools.

4. TERM. The contract period shall begin on _____, 2022 and shall continue for a period of twelve months thereafter.

5. CONTRACTOR'S INSURANCE: The Contractor shall not commence any work until Contractor has obtained, and has had approved by the Village, all of the insurance required under this contract as enumerated herein:

Workers' Compensation Insurance
Public Liability and Property Damage Insurance
Contractor's Protective Liability and
Property Damage Insurance.

All such insurance shall be obtained and maintained by the Contractor at Contractor's sole expense. Each insurance policy required by this paragraph shall name the Village as an additional insured.

(a) Workers' Compensation Insurance: The Contractor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all Contractor's employees employed in the performance of the contract work as may be required by law.

(b) Public Liability and Property Damage Insurance. The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect Contractor from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operations indirectly employed by either of them, and the amounts of such insurance's shall be as follows:

Public Liability Insurance in an amount not less than one million (\$1,000,000) dollars for bodily injuries, including wrongful death, combined single limit;

Property Damage Insurance in an amount not less than one hundred thousand (\$100,000) Dollars for damages on account of any one occurrence.

(c) Contractor's Protective Liability and Property Damage Insurance: The above policies for Public Liability and Property Damage Insurance must be so written as to include Contractor's Protective Liability and Property Damage Insurance to protect the Contractor against claims arising from the operations of any subcontractor.

6. PROOF OF CARRIAGE OF INSURANCE: Before commencing work the Contractor shall furnish the Village with certificates of insurance as to any insurance required by this contract.

All certificates, as furnished, shall bear the policy number, the expiration date of the policy and the limit or limits of liability thereunder. All such certificates shall be further endorsed to provide the Village with written notice of cancellation or non-renewal at least thirty (30) days prior to the actual date of such cancellation, or expiration, for any reason.

7. COMPLIANCE WITH LABOR AND PENAL LAWS: The Contractor, and each and every subcontractor performing work at the site of the project to which this contract relates, shall comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this contract.

8. QUALIFICATIONS FOR EMPLOYMENT: No person currently serving a sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No person whose age or physical condition is such as to make employment of such person dangerous to such person's health or safety, or to the health and safety to others, shall be employed to perform any work on this project; provided, however, handicapped persons, otherwise employable, may be employed where each person may be safely assigned to work which they can ably perform. Preference in employment will be given to residents of Nassau County.

9. NON-DISCRIMINATION: There shall be no discrimination because of race, creed, color, gender, religion, age or national origin, or otherwise as prohibited by law, in the employment of persons for work under this contract, whether performed by the Contractor or subcontractor. Neither shall the Contractor, any subcontractor or any persons acting on behalf of the Contractor or any subcontractor, discriminate in any manner against, or intimidate, any employee hired for the performance of work under this contract on account of race, creed, color, gender, religion or national origin, or otherwise as prohibited by law.

10. PAYMENT OF EMPLOYEES: The Contractor shall pay its employees engaged in work on the project under this contract no less than the prevailing wage as determined from time to time by the New York State Department of Labor. A schedule of such prevailing wages is annexed to this contract. If any such schedule is omitted from this contract, the same may be appended to the contract upon being supplied to the Village by the New York State Department of Labor. The Contractor shall pay its employees engaged in work on the project under this contract in full (less deductions made mandatory by law) not less often than once a week.

11. PAYMENTS: Payments will be made to the Contractor for work performed and materials supplied pursuant to this contract in accordance with the provisions of this contract. No payment will be made except upon submission of a claim voucher on the for usually required by the Village, and each such claim voucher shall be submitted on or before the fifth day of each month, covering all work performed since the last date of work included in the last previous claim voucher, and continuing until the last day of the month prior to the submission of the claim voucher. Upon audit and approval of such claim voucher so submitted, the Village will make payment thereof within thirty (30) days.

12. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE: The acceptance by the Contractor of final payment shall be, and shall operate as a release to the Village from all claims and liabilities to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Village and others relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or any sureties from any obligations under this Contract.

13. INSPECTION AND TESTS: All materials and workmanship shall be subject to inspection, examination and test by the Building Inspector and other representatives of the Village at any time during the contract work at any and all places where the contract work is carried on.

14. INSPECTION AND APPROVAL. All inspection and measurement shall be made by the Building Inspector and the Contractor shall follow his directions, or the directions of his duly authorized agent.

15. QUANTITIES. Wherever any reference is made herein to quantities of materials or work, such references are approximate only and are interpreted as guides to the Contractor. Such estimates in no way bind or limit the Village as to the actual quantity of work to be performed or the materials to be furnished.

16. TREE SURVEY. The Village shall supply the Contractor with the most recent Village tree survey and Tree Inventory. During the course of the work, the

Contractor shall record its activities on the various streets within the Village, and update the said Tree Inventory.

17. MARKING OF TREES. The Village will mark each Village-owned tree, as well as notify all affected homeowners or residents of work to be done with respect to tree trimming or removal. Except as expressly provided in this agreement, the Contractor shall have no responsibility to notify homeowners or residents as to such work.

18. SPECIFICATIONS: INTERPRETATIONS: In case of any disagreement as to interpretation of the specifications and requirements of this contract, the determination of the Building Inspector shall be conclusive.

19. SUPERINTENDENCE BY CONTRACTOR: At the site of the work the Contractor shall employ a construction superintendent or foreperson who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Building Inspector and shall be a person who can be continued in the capacity for the particular job involved unless such person ceases to be on the Contractor's payroll.

20. PROTECTION OF WORK, PERSONS AND PROPERTY: Precaution shall be exercised at all times for the proper protection of all persons, property and work. The safety provisions of applicable laws, building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The Contractor shall furnish entirely at Contractor's own expense any and all additional safety measures deemed necessary by the Village, or its Building Inspector to adequately safeguard the public. The Contractor shall give notice to the owners of all utilities which may serve the area, and request their assistance in predetermining the location and depths of the various pipes, conduits, manholes and other underground facilities.

The Contractor shall at all hours of the day safely guard and protect the work and adjacent property from any damage and shall replace or make good any such damage, loss or injury, unless such be caused directly by errors contained in the contract documents, or by the Village of its duly authorized representatives.

The Contractor shall provide and maintain such watchmen, barriers, lights, flares and other signals, at Contractor's own expense, as will effectively prevent any accident in consequences of his work for which the Village might be liable. The Contractor shall be liable for all injury or damage caused by the act or neglect of the Contractor, or of Contractor's employees or subcontractors.

21. TRAFFIC CONTROL. The Contractor shall furnish and erect reflectorized signs and other suitable devices adequate to protect and warn the public and others of all hazards which may be encountered while work is in progress. Signs and other devices shall conform to the New York State Manual of Uniform Traffic Devices. The Contractor at all times shall maintain at least one lane of roadway open to traffic. The Contractor shall use appropriate personnel to direct traffic at locations where traffic or physical conditions require their service, or at the direction of the Village.

22. INDEMNITY. The Contractor shall be responsible for any negligent or wrongful acts or omissions of the Contractor, its employees, officers or agents incident to the performance of this contract or committed in the course of performance of this contract. The Contractor hereby agrees to indemnify the Village, and hold it harmless, from and against all such claims or expenses, and any and all liability for any death or injury to persons, or damage to real or personal property, which results from any activity in the performance of this contract or pursuant to this contract, including the use of any equipment in the performance of this contract.

23. REPRESENTATIONS OF CONTRACTOR: The Contractor represents and warrants:

(a) That Contractor is financially solvent, is experienced in and competent to, perform the type of work involved under this Contract and able to furnish the plant, materials, supplies, and/or equipment to be furnished for the work;

(b) That Contractor is familiar with all Federal, State and municipal laws, ordinances, rules and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and

(c) That such work required by these contract documents as is to be done by Contractor can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and

(d) That Contractor has carefully examined the Plans, Specifications and the site of the work, and that from Contractor's own investigations Contractor is satisfied as to the nature and location of the work, the character, location, quality and quantity of surface and sub-surface materials, structures, and utilities likely to be encountered the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

24. PATENT RIGHTS: As part of Contractor's obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the

Village for any loss on account of any infringement of any patent rights, unless, prior to use of in the work of any particular process or a product of a particular manufacturer, Contractor notifies the Village in writing that such process or products is an infringement of a patent.

25. AUTHORITY OF THE BUILDING INSPECTOR: In the performance of the work the Contractor shall abide by all orders and directions and requirements of the Building Inspector and shall perform all work to the satisfaction of the Building Inspector at such time and places, by such methods, and in such manner and sequence as he may require. The Building Inspector shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the Specifications, Contract Documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Building Inspector shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Building Inspector shall control or in which work shall be performed to the satisfaction of the Building Inspector or subject to the Building Inspector's approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be governed and so performed.

26. CHANGES AND ALTERATIONS: The Village reserves the right by written order to make alterations in location, scope or extent of the work, or any part thereof, either before or after the commencement of the contract. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increases the amount of work, such increases shall be paid for according to the quantity of work actually done and at the prices for such work as contained in the schedule of prices.

27. CORRECTION OF WORK: All work and all materials whether incorporated into the work or not, all processes or manufacturer and all methods of construction shall be at all times and places subject to the inspection of the Building Inspector who shall be the final judge of quality, materials, processes of manufacturers and methods of work suitable for the purpose for which they are used. Should they fail to meet this approval, they shall be forthwith made good and replaced and/or corrected as the case may be, by the Contractor at the Contractor's own expense. Rejected material shall be immediately removed from the site.

If in the opinion of the Building Inspector it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid the Contractor hereunder shall be reduced by such amount as in the judgment of the Building Inspector shall be equitable.

28. THE VILLAGE'S RIGHT TO WITHHOLD PAYMENTS: The Village may withhold from the Contractor so much of any approved payments due the Contractor as may, in the judgment of the Village, be necessary:

(a) to assure payment of such claims then due and unpaid of any persons supplying labor or materials for the work;

(b) to protect the Village from loss due to defective work not remedied; or

(c) to protect the Village from loss due to injury to persons or damage to the work or property. The Village shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner in which the Village may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

29. THE VILLAGE'S RIGHT TO STOP WORK OR TERMINATE CONTRACT: In the event

(a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or

(b) a receiver or liquidator shall be appointed for the Contractor for any of Contractor's property and shall not be dismissed within twenty (20) days; or

(c) the Contractor shall refuse or fail, after notice of warning from the Building Inspector, to supply enough properly skilled workmen or proper materials or procedures; or

(d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof), or shall fail to complete the work within said period; or

(e) the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or

(f) the Contractor shall fail or refuse to regard laws, rules, regulations, ordinances or the instructions of the Building Inspector or otherwise be guilty of a substantial violation of any provision of this contract;

then, without prejudice to any other rights or remedy it may have, the Village may on seven (7) days' notice to the Contractor, terminate the employment of the Contractor and the Contractor's rights to proceed either as to the entire work or (at the option of the

Village) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and may complete the work by contract or otherwise, as the Village may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until such work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor and all sureties shall be liable to the Village for such excess. If the right of the Contractor to proceed with the work is so terminated, the Village may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefore. If the Village does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

30. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

CONTRACT: If the work shall be stopped by order of a court or any other public authority, for a period of three (3) months without act or fault of the Contractor or any of Contractor's agents, servants, employees or subcontractors, the contractor may, upon ten (10) days' notice to the Village, discontinue performance of the work and/or terminate the contract, in which event the liability of the Village to the Contractor shall be terminated as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Village any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the Contractor hereunder.

31. RESPONSIBILITY FOR WORK: The Contractor agrees to be responsible for the entire work embraced in this contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause, either by act of commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the Village, and that such removal and replacement will be performed immediately on the requirement of the Building Inspector notwithstanding the fact that it may have been overlooked by the proper Inspector, and partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve Contractor of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the Building Inspector at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

32. USES OF PREMISES AND REMOVAL OF DEBRIS: The Contractor expressly undertakes at Contractor's own expense:

(a) to store all apparatus, materials, supplies and equipment in such orderly fashion as will not unduly interfere with the progress of the work.

(b) to frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times, the site of the work shall present a neat and orderly and workmanlike appearance.

(c) before final payment hereunder to remove all surplus material, temporary structures, plants of any description and debris of any nature resulting from Contractor's operations and to put the site in a neat and orderly condition.

33. SUITS AT LAW: (a) The Contractor shall indemnify and save the Village harmless from and against all costs, expenses, suits, claims, demands or actions resulting from any injury sustained or alleged to be sustained by any party or parties in connection with or arising out of the work or any part thereof, or any commission or omission of the Contractor, or Contractor's employees or agents, and in case any such claim or action shall be brought against the Village the Contractor shall immediately take charge of the defense of the same at Contractor's own cost and expense.

(b) Any suit by the Contractor against the Village, or by the Village against the Contractor, arising out of or concerning this agreement or any of its terms shall be instituted and maintained only in a court of appropriate jurisdiction in the County of Nassau, State of New York, and the parties hereto agree to submit to the jurisdiction of any such court for such purpose.

34. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY: In case of an emergency which threatens imminent loss or injury to property and/or safety of life, the Contractor will be permitted to act as Contractor sees fit without previous instructions from the Building Inspector. Contractor shall notify the Building Inspector thereof immediately thereafter and any compensation claimed by the Contractor due to extra work made necessary because of Contractor's acts in such emergency shall be submitted to the Building Inspector for approval.

Where the Contractor has not taken action but has notified the Building Inspector of an emergency indicating threatened injury to persons or damage to adjoining property or the work being accomplished under this contract, then upon authorization from the Building Inspector to prevent such threatened injury or damage, Contractor shall act as instructed by the Building Inspector. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work.

35. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract, shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

36. WAIVER OF IMMUNITY: Pursuant to the provisions of Chapter 605 of the Laws of 1959, if any person when called to testify before a grand jury concerning any transaction or contract with the State of New York, or a political subdivision thereof, or a public authority or a public department, agency or official of any of the foregoing, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, then any such person, or any firm, partnership or corporation of which such person is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official thereof. If such person refuses to sign a waiver of immunity or to answer any relevant question as aforesaid, then this contract may be canceled or terminated by the Village without the Village incurring any penalty or damage by virtue of such cancellation or termination.

37. SUBLETTING, SUCCESSOR AND ASSIGNS: The Contractor shall not sublet any part of the work under this contract, nor assign any money due the Contractor hereunder.

38. COMPLETE AGREEMENT. This agreement contains the complete agreement of the parties as to the contract work. There are no agreements or representations which are not contained in this contract. This contract may not be amended or modified except by written agreement signed by each of the parties hereto.

VILLAGE OF THOMASTON

By: _____

VILLAGE SEAL

(Title) _____

CONTRACTOR

By: _____

SEAL

(Title) _____

ACKNOWLEDGEMENT OF CONTRACTOR IF AN INDIVIDUAL

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that (s)he executed the same.

Notary Public

ACKNOWLEDGEMENT OF OFFICER OF VILLAGE EXECUTING AGREEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this ____ day of _____, 19__, before me personally came and appeared Howard Weitzman, to me known, who by me duly sworn, did depose and say that he is the Mayor of the Incorporated Village of Great Neck Estates, described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law he subscribed his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

Notary Public

SPECIFICATIONS

EXAMINATION OF SITE

The Contractor shall examine all sites where work is to be performed pursuant to this contract, prior to entering into the said contract. Arrangements and further information about the locations where work may be required pursuant to this contract may be made and obtained by calling _____ (516) _____. Failure to visit the site and ignorance of existing conditions shall not be the cause of extra payment.

TECHNICAL SPECIFICATIONS DIVISION 1

GENERAL REQUIREMENTS

1. CLEAN UP

a. Periodic Cleaning. The Contractor shall at all times during the progress of the work keep the areas of work free from accumulation of waste matter or rubbish and shall confine all apparatus, materials and operations of Contractor's workmen to limits prescribed by law except as the latter may be extended with the approval of the Village.

b. Final Clean-Up. Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and property owned or occupied by the Village of Thomaston all rubbish, unused materials, and other materials belonging to the Contractor or used under Contractor's direction during contract work which impairs the use or appearance of the property and shall restore such areas affected by the work to their original condition, and in the event of Contractor's failure to do so, the same shall be removed by the Village at the expense of the Contractor, and any surety shall be liable therefor.

2. PARKING AND STAGING

a. Contractor employee parking will be allowed and arranged within Village of Thomaston on a limited basis as approved by the Village.

b. Staging areas and storage of materials, if any, shall be as approved by the Village.

3. PROTECTION OF EXISTING STRUCTURES, VEGETATION AND UTILITIES

The Contractor, during the course of the work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains, electric and telephone cables, lawns, curbs, plants or other improvements. Any damage resulting from the Contractor's operations shall be repaired at Contractor's expense.

4. COORDINATION AND COOPERATION WITH THE VILLAGE

a. The Contractor shall cooperate with the Village in order that the work will cause as little disturbance as possible. Any of the items covered in this Section which affect the operation of the Village or any questions or problems relating to the Village, shall be directed to the Building Inspector.

5. UTILITY SHUTDOWNS AND CUTOVERS

Except as otherwise expressly provided in the Contract documents, the Contractor shall be responsible for arranging for any utility shutdowns of all types which may be required in the performance of the contract work. Except in cases of emergency, Contractor will provide the Village and all affected residents a minimum of two business days' advance notice prior to the time of the proposed shutdown.

6. APPLICABLE CODES AND COMPLIANCE

a. Contractor shall perform and install work only in accordance with all governing codes, laws, and regulations. Prior to proceeding Contractor shall notify the Village immediately of any discrepancies between such codes, laws and regulations and the Contract requirements.

b. The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work, including OSHA.

c. The Contractor, Subcontractors, and employees of the Contractor and Subcontractors shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Village, staff and residents.

7. STORAGE OF MATERIALS

a. The Contractor shall store materials and equipment in areas within the Village only as designated by the Village.

b. All materials shall be stored in a neat and orderly manner and those subject to weather damage shall be protected with waterproof covers.

c. No contract work will start in any area until the Contractor has the required materials on site.

d. Security for stored equipment and materials shall be the responsibility of the Contractor.

BID FORM - VILLAGE OF THOMASTON

TREE TRIMMING CONTRACT

To the Village of Thomaston:

Pursuant to and in compliance with the advertisement for bids, and the information for bidders and proposed contract provided pursuant to such notice, the undersigned hereby submits a bid for tree trimming and removal services.

The undersigned proposes to fulfill the contract for the foregoing purpose for the following indicated sums:

Work as per Part I of the General Requirements, per day: \$_____

Work as per Part II of the General Requirements, per stump: \$_____.

The undersigned hereby represents that there has been no collusion between the undersigned and any other person in the preparation of this or any other bid for this work. The undersigned further agrees that in the event this bid is accepted, and the contract for the foregoing work awarded to the undersigned the undersigned agrees to enter into a contract for the said work within 10 days after notice of award. The undersigned further acknowledges that this bid may not be withdrawn for a period of 30 days after the last date for the submission of bids.

Dated: _____

(Full Legal Name of Bidder)

(Address of Bidder)

(Telephone number)

(Email address)

By: _____
(Signature of Bidder)

Print Name:

Title: