

INFORMATION FOR BIDDERS

Notice to Bidders – VILLAGE PUBLIC BATHROOM CLEANING SERVICES

Ocean Beach, New York

Plans and Specifications

The plans, specifications, form of bid and form of contract may be examined at Village Hall in the Village of Ocean Beach on or after **05/2/23**.

Bid

Each bid must be accompanied by a certified check or a bid bond, on forms provided herein, in the sum of \$100, made payable to the Incorporated Village of Ocean Beach, as security. Such certified checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned to the three lowest bidders after the execution of the contract, or if no contract has been so executed within forty-five (45) days after the opening of the bids, upon demand at any time thereafter so long as the bidder demanding same has not been notified of the acceptance of his bid. If any bidder shall fail or refuse to execute and deliver the bonds and insurance required within thirty (30) days after he has received notice of the acceptance of his bid, his certified check or bid bond shall be paid to and collected by the Village as liquidated damages for his default.

The Village reserves the right to reject any or all bids and to waive any informality therein.

The Village will not award a contract to any bidder who cannot prove to the satisfaction of the Board of Trustees of the Village that he has had sufficient experience in this type of work and is financially able and organized to successfully carry out the work covered by the Plans and Specifications in the required time.

The successful bidder will be required to execute the contract documents and to furnish insurance and bonds as stipulated in the contract before any work may be performed. The Village shall not be bound by the terms of the contract and shall not be liable for payment on account of any work performed either under the contract or in quantum meruit until the contract documents have been executed and the necessary insurance and bonds have been applied.

Quantities Estimated Only

Bidders are warned that the estimate of the quantities of the various items of work are approximate and given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract of work might be less or more than so estimated and, if so, no right to recover damages or loss of profits shall accrue to the Contractor by reason thereof.

Non-Collusive Bidding Certificate

Section 103-d of the General Municipal Law was amended by Chapter 751 of the Laws of 1965 so as to require that every bid or proposal made to a political subdivision of the State shall contain a Non-Collusive Bidding Certificate. This Certificate (Page 4A) must be completed by each bidder and attached to his bid.

PLEASE DO NOT REMOVE BID PAGES

BID PROPOSAL

VILLAGE PUBLIC BATHROOM CLEANING SERVICES

For Incorporated Village of Ocean Beach, New York, at the following location(s):

VARIOUS, SEE PROJECT SPECIFICATIONS

pursuant to Notice of Bidders, dated _____

made by _____ Contractor

Address _____

The undersigned has carefully examined the location of the proposed construction and has carefully examined and read the Notice to Bidders, Form of Contract, Plans and Specifications, which are understood and accepted as sufficient for the purpose, and hereby proposes to comply with said requirements, to furnish all the necessary superintendence, labor, materials, tools and appliances and to do and construct all of said work in accordance with said plans, specifications and conditions and to complete said work within the time hereinafter specified for the following price or prices, to wit:

Item No.	Approximate Quantities	Items with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
1	3 (DAILY) 7 (DAYS WEEK) JUNE 5th – SEPTEMBER 4th	LIFEGUARD STATION PUBLIC BATHROOMS (2, M/W) For _____ Dollars Cents				
2	3 (DAILY) 7 (DAYS WEEK) JUNE 5th – SEPTEMBER 4th	COMMUNITY HOUSE PUBLIC BATHROOMS (2, MW) For _____ Dollars Cents				
3	3 (DAILY) 7 (DAYS WEEK) JUNE 5th – SEPTEMBER 4th	FERRY TERMINAL PUBLIC BATHROOMS (2, MW) For _____ Dollars Cents				

WHERE APPROXIMATE QUANTITIES ARE CALLED FOR, PAYMENT SHALL BE MADE ON THE BASIS OF THE UNIT BID PRICE STATED ABOVE. IN SUCH CASES, THE AMOUNT IN THE RIGHT-MOST COLUMN ABOVE REPRESENTS THE APPROXIMATE TOTAL PRICE BASED ON THE UNIT BID PRICE MULTIPLIED BY THE APPROXIMATE QUANTITIES LISTED IN THE SPECIFICATIONS.

TOTAL BASE BID ITEMS \$ _____

Total or Gross Bid Must Be Written Words:

FOR _____ Dollars _____ Cents

Within fifteen (15) days after acceptance of this bid by the Village, the undersigned will execute the Contract with the Village and furnish the required bonds and insurance.

Name of Company _____ Date _____

By _____ (ORIGINAL SIGNATURE ONLY) _____ (Title) _____ (PRINT)

Address _____

Telephone _____ Fax _____

Federal Employer Identification Number

NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 103-d of the General Municipal Law)

(To be dated and executed by the Bidder and submitted with the bid)

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated _____ 20 _____

Legal Name of Bidder

By _____

Signature

Title of Officer

{Affix Corporate Seal}

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

(Required by Section 103-G of the General Municipal Law)

By submission of this bid, the undersigned bidder, and each person signing on behalf of said bidder, certifies under penalty of perjury, that to the best of their knowledge and belief, the bidder is not named on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Dated _____ 20 _____

Legal Name of Bidder

By _____
Signature

Title of Officer

Sworn to me this _____ day of
_____, 20____.

Notary Public

THIS PAGE MUST BE COMPLETED BY EVERY BIDDER

REFERENCES

<u>NAME, ADDRESS AND TELEPHONE NUMBER OF REFERENCE</u>	<u>TYPE OF WORK</u>	<u>AMOUNT</u>	<u>YEAR WORK WAS DONE</u>
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**ONLY CONTRACTORS EXPERIENCED IN THIS TYPE OF WORK WILL BE CONSIDERED.
FAILURE TO COMPLETE THIS PAGE COULD BE A CAUSE FOR REJECTION OF A BID.**

INCORPORATED VILLAGE OF OCEAN BEACH, NEW YORK

INCORPORATED VILLAGE OF OCEAN BEACH, N.Y.
CONTRACT
VILLAGE PUBLIC BATHROOM CLEANING
SERVICES

Within the Incorporated Village of Ocean Beach, New York, at the following location(s):

VARIOUS, SEE PROJECT SPECIFICATIONS, SECTION B

This agreement, made and executed _____ between the Incorporated Village of Ocean Beach, a municipal corporation having its principal place of business at Bay & Cottage Walk Ocean Beach, New York, hereinafter called the "Village" and _____, hereinafter called the "Contractor":

WITNESSETH: That the parties hereto in consideration of the covenants and agreements hereinafter set forth do hereby agree as follows:

ARTICLE I – CONTRACT PRICES

The Contractor shall furnish all necessary superintendence, labor, materials, tools and appliances, and other facilities and things necessary or proper for or incidental to the work, in strict accordance with the Plans, Specifications, Notice to Bidders and Bid, all of which shall be deemed a part of the Contract. For all of said work, the Village agrees to pay to the Contractor the following price or prices:

Item No.	Approximate Quantities	Items with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
1	3 (DAILY) 7 (DAYS WEEK) JUNE 5th – SEPTEMBER 4th	LIFEGUARD STATION PUBLIC BATHROOMS (2, MW) For _____ Dollars _____ Cents				
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WHERE APPROXIMATE QUANTITIES ARE CALLED FOR, PAYMENT SHALL BE MADE ON THE BASIS OF THE UNIT BID PRICE STATED ABOVE. IN SUCH CASES, THE AMOUNT IN THE RIGHT-MOST COLUMN ABOVE REPRESENTS THE APPROXIMATE TOTAL PRICE BASED ON THE UNIT BID PRICE MULTIPLIED BY THE APPROXIMATE QUANTITIES LISTED IN THE SPECIFICATIONS.

TOTAL BASE BID ITEMS _____

TOTAL CONTRACT PRICE MUST BE WRITTEN IN WORDS:

FOR _____ Dollars _____ Cents

ARTICLE III – WORK TO BE PERFORMED

The work shall be performed in accordance with the true intent and meaning of the Plans and Specifications therefor, without any further expense of any nature whatsoever to the Village than the consideration specified in this Contract. The Village reserves the right to make any additions, deductions or changes it deems necessary and this Contract shall in no way be invalidated thereby.

ARTICLE III·A – NO ASSIGNMENT, SUBLETTING OR TRANSFER OF CONTRACT

The award of this Contract was based, in part, on the qualifications and experience of the Contractor. The Contractor shall perform work under this Contract with its own workforce which work amounts to not less than 50% of the original contract price. There shall be no assignment, subletting or other transfer of this Contract without the express written consent of the Village. Any attempt to assign, sublet or transfer this Contract, or any part hereof, or of any monies due or to become due hereunder, without the express written consent of the Village, shall be null and void and of no effect to the Village.

ARTICLE IV – SUPPLEMENTAL CONTRACT FOR EXTRA WORK

Any material furnished or work performed other than that specified in this Contract shall be covered by a written supplemental contract and no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been authorized by the Administrator.

ARTICLE V – ACTION BY THE VILLAGE IN CASE OF ABANDONMENT OR DELAY

If work under this Contract shall be abandoned, or if at any time the Administrator shall be of the opinion and shall so certify in writing to the Village that the work or any part thereof is unnecessarily or unreasonably delayed or that the Contractor is violating any of the provisions of this Contract, the Village may, at its election, notify the Contractor to discontinue work, or such part thereof, and the Contractor shall thereupon cease to have any right to possession of the ground, and the Village shall thereupon have the right by contract or otherwise, as it may determine, to complete the work, or such part thereof, and to change the cost thereof to the Contractor, and to take possession of and use therein such materials, machinery, implements, tools and plant of every description as may be found upon the said work. The expense so charged shall be deducted and paid by the Village out of the moneys due or to become due the Contractor under this contract, and the Contractor shall pay the amount of any such expense, in excess of the contract price, to the Village.

ARTICLE VI – PERFORMANCE BY CONTRACTOR

The Contractor shall furnish at his own expense all transportation, apparatus, ways, works, machinery and plant, and also suitable appliances requisite for the execution of this Contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and all injury to the same before the final completion of this Contract and its acceptance by the Board of Trustees, shall be made good by the Contractor who shall be solely answerable for all damages to the Village, to the neighboring premises, and to any other persons or property, due to improper, illegal or negligent conduct, of himself, his sub-contractors, employees or agents in or about the said work or in the execution of the work covered by this contract, or any extra work undertaken, as herein above provided, or to any defect in or improper use of apparatus, ways, works, machinery and plant; and the Contractor shall assume the defense of and save harmless the Village, its officers or agents from, all claims whatsoever relating to labor or supplies furnished for the work or to inventions, patents or patent rights used in the work, or in doing the work.

ARTICLE VII – INDEMNIFICATION OF THE VILLAGE BY CONTRACTOR

In case any action at law or suit in equity shall be brought against the Village or any of its officers or agents for or on account of the failure, omission or neglect of the Contractor, or his sub-contractors or his employees or agents to do or perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed by the Contractor or his sub-contractors, or his employees or agents, or for any injury done to property

or persons and caused by the negligence or alleged negligence of the Contractor or his sub-contractors or his employees or agents, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits had been brought directly against the Contractor; and the Contractor shall also indemnify and save harmless the Village, its officers and agents, from any and all loss, cost or damage whatever arising out of such actions or suits in like manner and to all intents and purposes as if said actions or suits had been brought directly against the Contractor.

ARTICLE VIII – COMMENCEMENT AND COMPLETION OF WORK

The Contractor agrees to commence work when directed to do so by written notice to proceed from the Administrator or other designated Village Officer, unless unforeseen circumstances prevent timely commencement, and acknowledges that such timely commencement constitutes a material part of the performance of this Contract. The Contractor further agrees that the work shall be entirely completed and performed (including completion of any and all punch list items) within ONE CALENDAR YEAR (1) from the commencement date specified in said notice to proceed. The notice to proceed shall be an addendum to this Contract and is hereby expressly incorporated by reference. The commencement and end dates specified, therein, shall be binding upon the parties and shall not be modified, except upon mutual agreement.

The Contractor agrees to prosecute work in furtherance of project completion during each reporting period set forth in ARTICLE VIII(a) herein unless unforeseen circumstances prevent the performance of such work and acknowledges that such performance during each reporting period constitutes a material part of the performance of this contract.

The Administrator shall have exclusive authority to determine whether circumstances preventing the timely completion of work are unforeseen.

ARTICLE VIII(a) – PROGRESS REPORTING

The Village reserves the right to require progress reports. The initial report must be filed within fourteen (14) calendar days from the full date requested. Each successive report must be filed every 7 calendar days thereafter (the “reporting period” until project completion. Each report will include responses to each of the following, numbered as such, and noting any changed information from the prior report:

- 1) Project Title _____
- 2) Date of contract award
- 3) Expected Project completion date
- 4) Is the Project proceeding on time? If not, state why.
- 5) Is the Project proceeding within the Awarded Budget? If not, state why.
- 6) List the work expected to be performed in the next fourteen calendar days
- 7) List the work performed in the past fourteen calendar days
- 8) Has the work which was expected to be performed in the preceding progress report been performed in the past fourteen calendar days? If not, state why.
- 9) State any foreseeable circumstances that may, in the future, affect the timeliness and/or budget for this Project

ARTICLE IX – EXTENSION OF TIME

No extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Village.

ARTICLE X – DAMAGE FOR DELAY

Time is of the essence of this Contract, and there will be on the part of the Village considerable and incalculable monetary damage in the event of any delay in the completion of the same. The sum of \$500 per day for the General Contractor and \$100 per day for all other Contractors is hereby agreed upon as the liquidated damages for each and every work day after the specified date of completion in which the work remains in an incomplete condition, which amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Village because of the said delay and the Contractor hereby agrees that the said sum for each such day shall be deducted from the sum remaining in the hands of the Village under the section of this Contract authorizing it to hold 5 percent of the estimate for such work.

ARTICLE XI – COMPLIANCE WITH ALL LAWS

All applicable provisions of the laws of the United States of America and the State of New York or any political subdivision thereof, and all rules and regulations adopted pursuant thereto by regulatory authorities having jurisdiction, shall be deemed part of this Contract and the Contractor shall fully comply therewith, including particularly but without limitation of the foregoing the provisions relating to the securing of compensation for the benefit of employees engaged under this Contract, in compliance with the provisions of the Workers' Compensation Law, relating to hours and wages, discrimination on account of race or color, and preference in employment to citizens of the State of New York, in compliance with the provisions of the Labor Law, and relating to the assigning, transferring, conveying, subletting or otherwise disposing of this Contract or of the Contractor's right, title, or interest therein, or of the Contractor's power to execute this Contract, to any other person or corporation without the previous consent in writing of the Board of Trustees of the Village, as set forth in the General Municipal Law.

ARTICLE XII – CONTRACT PRICE TO COVER ALL CLAIMS

The Village shall pay and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or unforeseen obstructions or difficulties encountered in the process of the work, and for all expenses incurred by or in consequence of the discontinuance of the work herein specified and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work.

ARTICLE XIII – PROGRESS PAYMENTS

Not later than the 15th day of each calendar month, the Village will make partial payment to the Contractor on the basis of issuance of a certificate by the Administrator of the work performed during the preceding calendar month by the Contractor. The Village will retain 5% of the amount of each such partial payment until final completion and acceptance of all work covered by the Contract.

ARTICLE XIV – FINAL PAYMENT AND EFFECT THEREOF

Upon the completion of all work required, the Administrator shall file a certificate with the Village and provide a copy of same to the Contractor which certificate evidences such completion, and within thirty days after such filing the Village shall pay to the Contractor the amount of the contract price less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction by this payment, the acceptance of which by the Contractor shall operate as a release to the Village of all claims of the Contractor against the Village of any nature whatsoever. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance or Payment Bond.

ARTICLE XV– NO WAIVER PROVISIONS

Neither the inspection by the Village nor by the Administrator, nor by any of their employees, nor any order, measurement or certificate of the Administrator, nor any order of the Village for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Administrator or the Village, nor any extension of time nor any possession by the Village or its employees shall operate as a waiver of any provision of this Contract or any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative – that is in addition to each and every other remedy or right of action. The Village shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE XVI – CONTRACTOR'S SUPERINTENDENT OF WORK

The Contractor shall give his personal supervision to the faithful prosecution of the work, and he shall have a competent superintendent of construction on the work who shall follow without delay all instructions of the Administrator in the prosecution and completion of the work and every part thereof. The Contractor shall furnish to the Village the name of the Superintendent in writing before the start of work. In the event that the Superintendent is replaced, the Contractor shall notify the Village immediately in writing of the name of the new Superintendent.

ARTICLE XVII – PAYMENT BOND

The Contractor shall procure and deliver to the Village, at the time of execution of the Contract, a Payment Bond for the benefit of subcontractor's employees and suppliers, written on a form prescribed by the Village, by an insurance company satisfactory to the Village for the full amount of the contract price including all change orders and guaranteeing the complete performance of the work in accordance with the Contract.

ARTICLE XVIII – INSURANCE

Before starting and until acceptance of the work, the Contractor shall procure and maintain insurance of the types and to the limits specified in Paragraphs (a) to (g), inclusive, below.

The Contractor shall require each of his subcontractors to procure and maintain, until the completion of such subcontractor's work, insurance of the types and to the limits specified in Paragraphs (a) to (f), inclusive, below. It shall be the responsibility of the Contractor to ensure that all of his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Insurance shall be in such form as will protect the Contractor or the subcontractor, as appropriate, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him.

Evidence must be furnished that all insurance policies are fully paid through to a date at least 30 days subsequent to the anticipated completion of the work. If the initial insurance expires prior to completion of work, renewal certificates and evidence of payment shall be furnished at least ten (10) days before the date of expiration.

Except as otherwise stated, the amounts of such insurance for each policy shall be not less than:

- (1) For liability for bodily injury, including accidental death, \$1,000,000 for any one person and, subject to the same limit for each person, \$2,000,000 on account of one accident.
- (2) For liability for property damage, \$250,000 on account of any one accident and \$250,000 on account of all accidents.

The following types of insurance shall be provided:

- (a) Workers' Compensation and Disability Benefits Coverage as required by the Laws of the State of New York
- (b) Bodily Injury Insurance, in the amounts required in (1) above
- (c) Property Damage Insurance, in the amounts required in (2) above
- (d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts required in (1) above
- (e) Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, in an amount of not less than \$250,000
- (f) Insurance in the amounts required in (1) and (e) above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work under this contract
- (g) **Owner's Protective Liability and Property Damage** in the amounts required in (1) and (2) above for the sole protection of the Village
- (h) The Village of Ocean Beach shall be named as Certificate Holder and as Additional Insured on the Insurance Certificate

The bodily injury and property damage insurance policies shall name the Village of Ocean Beach as an additional insured with coverage to be extended to products/completed operations. Should insurance expire prior to the required date, the Village reserves the right, without waiving any other right specified in the Contract, to purchase insurance using monies withheld pursuant to ARTICLE XIII of the Contract.

All policies shall be so written that the Village will be notified of cancellation or restrictive amendment at least **15** days prior to the effective date of such cancellation or amendment. **Any words limiting notice "to best efforts, endeavor to advise, not responsible to notify, etc." will result in certificate being rejected.**

If the initial insurance expires prior to completion of the work, renewal certificates shall be furnished by the date of expiration.

ARTICLE XIX – TITLES

The titles and phrases appearing opposite the article numbers in this agreement are inserted only as a matter of convenience and for reference, and none of such titles or phrases is for any purpose part of this agreement, or shall in any way be construed to summarize, describe, limit, or restrict the provisions, content, scope or intent of any of said articles.

ARTICLE XX

The Contractor represents that he has consulted with counsel regarding this Contract. The Contractor further represents that after having had a full opportunity of at least fourteen (14) calendar days to review and consider the terms and conditions of this Contract, and having discussed them with counsel of his own choosing, and having had sufficient time to consider the terms of and conditions of this Contract, the Contractor fully understands all of the provisions of this Contract and has executed same freely and voluntarily.

ARTICLE XXI

If one or more provisions of this Contract shall be found by a court of competent jurisdiction to be unenforceable, then the remainder of the Contract shall not be affected thereby, and all other provisions shall continue in full force and effect.

ARTICLE XXII

This Contract shall be governed by the laws of the State of New York.

ARTICLE XXIII

In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor’s actual receipt of process or upon the Village’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Village, in writing, of each and every change of address to which service of process can be made. Service by the Village to the last known address shall be sufficient.

ARTICLE XXIV

This Contract shall be binding and inure to the benefit of the parties hereto, their distributees, legal representatives, successors and assigns.

ARTICLE XXV

Notice is hereby given that, pursuant to General Municipal Law §103(16), the Incorporated Village of Ocean Beach may make the successful [bidder/respondent’s] bid/proposal available to any other political subdivisions or district seeking to make the same purchase of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair thereof.

MISCELLANEOUS

Section 1.01 Notices. Any notice, request or other communication hereunder shall be given in writing and shall be served either (i) personally, (ii) by reputable overnight delivery service or (iii) delivered by certified mail, postage prepaid, certified return receipt and addressed to the following addresses:

- (a) If to the Village of Ocean Beach:
 - PO Box 457
 - Ocean Beach, New York 11770
 - Attn: Village Administrator
- With a copy to:
 - Ken Grey, Esq.
 - Bee Ready Fishbein Hatter & Donovan, LLP
 - 170 Old Country Road
 - Mineola, New York 11501
- (b) If to the [OTHER PARTY]:

Attn:

Notices shall be deemed received at the earlier of actual receipt or five (5) business days following mailing. Counsel for a party (or any authorized representative) shall have authority to accept delivery of any notice on behalf of such party.

Section 1.02 Entire Agreement. This Agreement, including the schedules and exhibits attached hereto and other documents referred to herein, contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter.

Section 1.03 Expenses. Each party shall bear and pay all of the legal, accounting and other expenses incurred by it in connection with the transactions contemplated by this Agreement.

Section 1.04 Time. Time is of the essence in the performance of the parties' respective obligations herein contained.

Section 1.05 "deleted"

Section 1.06 Successors and Assigns. This Agreement shall be binding upon any permitted successors, assigns and heirs; provided, however, that neither party shall directly or indirectly transfer or assign any of its rights hereunder in whole or in part without the written consent of the other party hereto, which may be withheld in its sole discretion, and any such transfer or assignment without said consent shall be void.

Section 1.07 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, their permitted successors, assigns and heirs, and no other Person shall have any right or action under this Agreement.

Section 1.08 Counterparts. This Agreement may be executed and delivered in one or more counterparts (electronically, including by e-mail delivery of a PDF file, or otherwise), with the same effect as if all parties had signed the same document. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Each such counterpart shall be deemed an original, but all such counterparts together shall constitute a single agreement.

Section 1.09 Recitals, Schedules and Exhibits. The Recitals, Schedules and Exhibits to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth herein.

Section 1.10 "deleted"

Section 1.11 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of New York without regard to principles of conflicts of laws.

Section 1.12 Waiver of Jury Trial. Each of the parties hereto irrevocably and unconditionally waives trial by jury in any Action relating to this Agreement or the transactions contemplated hereby and for any counterclaim relating thereto.

Section 1.13 Consent to Jurisdiction

EACH OF THE PARTIES HERETO AGREE AND CONSENT TO PERSONAL JURISDICTION, SERVICE OF PROCESS AND VENUE IN ANY FEDERAL OR STATE COURT WITHIN THE STATE AND COUNTY OF NASSAU COUNTY, EASTERN DISTRICT, NEW YORK

Section 1.14 Drafting Considerations. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.15 Legislative Appearances. Any appearance before the Village Board of Trustees, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and vendor agrees that no fee will be charged for any such appearances.

Section 1.16 Vouchers. Payment shall only be made to vendor in arrears and shall be contingent upon vendor submitting a Village Claim Voucher accompanied by a record of hours billed and/or services performed, and indicating with reasonable specificity the services provided and the payment requested, and further certifies that the services rendered and the payment requested are in accordance with this Agreement.

Section 1.17 Timing. Vendor shall submit its claim no later than three (3) months following the Village's receipt of the services that are the subject of the claim, and no more frequently than once per month.

Section 1.18 Confidentiality. The Vendor acknowledges that, in the course of performing services under this Agreement, Vendor may come into possession of "confidential information" (i.e., any information in whatever form that is not obliged by applicable law and/or regulation to be made available to the public by the Village; or if obliged to be made available to the public by the Village, available through specific processes of law and/or regulation). The Vendor agrees that disclosure of confidential information by Vendor to non-Village Personnel (or to Village Personnel whom the Vendor knows or reasonably should have known are not authorized to receive such information) without obligation of law and/or outside the processes of law and/or regulation, would constitute "good cause" for immediate termination of the Vendor's agreement with the Village. Vendor further agrees not to disclose any such confidential information to any person at any time following the expiration or termination of this Agreement until/unless such information ceases to be confidential and is available to the public under applicable process of law. Vendor acknowledges that the foregoing obligations are in addition to (and not in limitation of) any obligations under law to maintain the confidentiality of governmental information, Vendor further acknowledges that Vendor may be liable for consequential and/or other damages for any unauthorized disclosure.

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

INCORPORATED VILLAGE OF OCEAN BEACH

{Village Seal}

By _____

Date _____

ATTEST:

Village Clerk

Legal Name of Person, Firm or Corporation

By

{Corporate Seal}

Signature _____

Title of Officer _____

Date _____

ATTEST:

Corporate Secretary

(Acknowledgment for Partnership)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____}

On this _____ day of _____ 20____, before me personally came _____ to me known and known to me to be a member of _____ the firm described in, and which executed the foregoing instrument and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

[ATTACH: (1) CERTIFIED COPY OF RESOLUTION SHOWING AUTHORITY OF OFFICER OR ATTORNEY-IN-FACT TO EXECUTE BOND OIN BEHALF OF SURETY AND (2) FINANCIAL STATEMENT]

(Notary Public)

(Acknowledgment for Individual Contractor)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____}

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

(Notary Public)

(Acknowledgment for Corporation)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____ }

On this _____ day of _____ 20 ____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides at No. _____ that he is _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Notary Public)

(Village Acknowledgment)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____ }

On this _____ day of _____ 20 ____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides at No. _____ Ocean Beach, Nassau County, New York, that he is the Mayor of Incorporated Village of Ocean Beach, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

(Notary Public)

Village Counsel's Approval as to Form and Execution by Contractor:
Bee Ready Fishbein Hatter & Donovan, LLP

By _____

Date _____

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we,

hereinafter referred to as the "Principal", and _____,
a corporation organized and existing under the laws of the State of _____,
having its principal office or place of business for the State of New York at _____,
_____, New York, hereinafter referred to as the "Surety", are
held and firmly bound to the Incorporated Village of Ocean Beach, hereinafter referred to as the "Village", or to its
successors and assigns, in the penal sum of _____
(\$ _____) DOLLARS, lawful money
of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the Village for a _____, copy
of which Contract is annexed to and hereby made a part of this bond, as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives
or assigns and other Subcontractors to whom work under this Contract is sublet and his or their successors and
assigns shall promptly pay or cause to be paid all lawful claims for:

- a) Wages and compensations for labor performed and services rendered by all persons engaged in the
prosecution of the work under said Contract, and any amendment or extension thereof or addition thereto,
whether such persons be agents, servants or employees of the Principal or of any such subcontractor,
including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the
site of the Project regardless of any contractual relationship between the Principal or such subcontractors,
or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but
not including office employees not regularly stationed at the site of the Project; and
- b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels,
oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in
the vicinity of the site of the Project in the prosecution of the work under said Contract and any amendment
or extension thereof or addition thereto; then this obligation shall be void; otherwise to remain in full force
and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Principal and Surety agree that this bond shall be for the benefit of any materialman or laborer having
a just claim, as well as the Village itself;
- (b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid,
shall have a direct right of action against the Principal and his, its or their successors and assigns, and the
Surety herein, or against either or both of any of them and their successors and assigns. Such persons
may sue in their own name, and may prosecute the suit to judgment and execution without the necessity
of joining with any other person as party plaintiff;
- (c) The Principal and Surety agree that neither of them will hold the Village liable for any judgment for costs or
otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a
laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material;
- (d) The Surety or its successors and assigns shall not be liable for any compensation recoverable by an
employee or laborer under the Workers' Compensation Law; and

(e) In no event shall the Surety, or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Village to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the Village to require the foregoing provisions to be placed in this bond; and

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety, and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due or to become due thereunder, and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees. Subcontractors, and other transferees shall have the said effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, 20_____.

{Corporate Seal} _____
By _____
Legal Name of Principal/Contractor
Signature
Title

{Corporate Seal of Surety} _____
By _____
Legal Name of Surety
Signature

(Acknowledgment of Principal, If an Individual)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____ }

On this _____ day of _____ 20____, 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 he executed the same.

(Notary Public)

(Acknowledgment of Principal, If a Firm or Partnership)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____ }

On this _____ day of _____ 20 ____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and be acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Public)

(Acknowledgment of Principal, If a Corporation)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____ }

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

(Notary Public)

(Acknowledgment by Surety Company)

STATE OF NEW YORK }
 } SS:
COUNTY OF _____ }

On this _____ day of _____ 20 ____, before me personally came _____ to me personally known, and to me to be the _____ of

_____ the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____

that he is the _____ of the said corporation; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the said corporation has received from the Superintendent of Insurance of the State of New York a certificate of solvency and of its sufficiency as surety or guarantor, under the Insurance Law of the State of New York as amended, and that such certificate has not been revoked.

(Notary Public)

[Attach: (1) certified copy of resolution showing authority of officer or attorney-in-fact to execute bond in behalf of Surety and
(2) financial statement]
