

**NOTICE TO BIDDERS  
EXTERIOR REPAIRS TO VILLAGE HALL  
FOR THE INCORPORATED  
VILLAGE OF EAST WILLISTON  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Village Clerk of the Incorporated Village of East Williston, New York will receive sealed proposals for **“EXTERIOR REPAIRS TO VILLAGE HALL” until 11:00 A.M. on Friday, November 17, 2023 in the Main Conference Room of Village Hall, 2 Prospect Street, East Williston, New York, 11596**, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at [www.eastwilliston.org](http://www.eastwilliston.org) or obtained at the Village Hall, 2 Prospect Street, East Williston, New York, 11596, from **9:00 A.M. on Monday, November 3, 2023 until 4:30 P.M. Thursday, November 16, 2023**. There is no fee for a set of bid documents.

The project calls for exterior repairs to 2 Prospect Street, East Williston, N.Y.

The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids which, in the opinion of the Board, are unbalanced shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Joanna E. Palumbo  
Village Clerk  
Village of East Williston  
Dated: October 31, 2023

**VILLAGE OF EAST WILLISTON SPECIFICATIONS  
FOR THE PAINTING OF THE SHINGLES AND TRIM ON THE EXTERIOR OF THE VILLAGE  
HALL**

All bids must be based upon a form of contract to be approved by the Incorporated Village of East Williston (the "Village") Board of Trustees.

1. All bidders must submit a bid for the painting of the shingles and trim on the exterior of the Village Hall, as more specified in Paragraph (2). Subject to the Village's right to reject all bids, the Village may accept any bid, at its option.

2. The Contractor shall provide a bid including the cost for all labor and materials to paint the trim and shingles on the exterior as well as all previously painted appurtenances of the Village Hall. Such bid shall include the cost for preparation and priming of the shingles and trim and all appurtenances for painting including power washing the full exterior, scraping and removal of old paint, and caulking as needed. In particular, the proposal shall reflect the Contractor's obligation to ensure that all painting services are free from dust, dirt, mildew, fungus, loose materials, faults, and defects, and that the Contractor shall otherwise properly prepare the surfaces to receive the paint, to ensure complete even coverage and adequate adhesion of the paint to the surface. The Contractor shall not commence painting until the surfaces to receive paint are clean, dry, free of defects, firm and sound to design and shape. Upon completion of preparation for painting, a full coat of primer shall be applied. The Contractor shall also submit a price for the application of two coats of finish paint. The finish

coat shall be applied such that the painted surface shall be uniform in appearance; with complete coverage; free of runs, sags, and skips; with sharp clean edges, when finishes join other materials were colors; smooth without roughness; and pleasing to the eye. The Contractor shall be responsible for the delivery of all painting materials as well as for the full cleanup of any splatters caused during painting in addition to the requirement that the site shall be broom clean at the end of each work day.

The bid submitted shall also reflect the cost for Contractor to provide all labor and materials and repair such sections of fascia behind the existing gutters, and the trim board under the soffit to the extent these are determined by the Village to be deteriorated such that they must be replaced. Similarly, the Contractor shall provide all labor and materials to replace such window sills, sheathing, shingles and other trim as is determined by the Village to be so deteriorated.

3. The bidder is advised that the Contractor shall be permitted only to use "exterior grade "paint produced by one of the following three companies: Sherwin Williams Co., Benjamin Moore or PPG Paint.

4. The bidder is further advised that any failure by the entity ultimately awarded the Contract to complete the project on the timeline as set in the Contract shall result in the Contractor forfeiting 3% of the contract price for each day the Contractor exceeds the completion date.

5. No bid shall be withdrawn pending the decision of the Village Board of Trustees on the award of the contract.

6. The following signed certificates shall be submitted with all bids:

"Pursuant to Section 103-D of the General Municipal Law, the undersigned bidder certified that:

(A) The bid submitted herewith has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and

(B) The contents of the bid have not been communicated by the bidder or, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

The undersigned bidder hereby affirms that the above statement is true under the penalties of perjury.

Dated this    day of           , 2012

\_\_\_\_\_ L.S.:

7. Pursuant to Section 109 of the General Municipal Law, the bidder to whom the contract is let, granted, or awarded, is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person, or corporation, without the previous consent, in writing, of the officer, board, or agency awarding the contract.

Penalties for violation hereof shall be as provided in Section 109, subparagraph 2 of the General Municipal Law.

8. Pursuant to General Municipal Law, Section 103, subparagraph 7, as amended, any person or firm who conspires to prevent competitive bidding on this proposal shall be guilty of a misdemeanor as provided in the Penal Law.

Pursuant to Section 103-A of the General Municipal Law, upon the refusal of a person when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution, or to answer any relevant question concerning such transaction or contract:

a. Such person, and any firm, partnership, or corporations of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporations or fire district, or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and

b. any and all contracts made with any municipal corporation or any public department, agency, or official thereon, on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by

such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, color, national origin, sex or disability;

c. That there may be deducted from the amount payable to Contractor by the Village under the contract a penalty of five dollars (or such higher penalty as there may be provided by law) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

d. That the contract may be canceled or terminated by the State or the Village and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of terms or conditions of these provisions of the contract, and

e. These provisions of the contract shall be limited to operations performed within the territorial limits of the State of New York.

**9. Insurance and Indemnification:**

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

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

**Certificate Holder for all policies: Incorporated Village of East Williston, 2 Prospect Street, East Williston, NY 11596.**

**Description Box to read:**

**Incorporated Village of East Williston**, all elected and appointed officials, employees and volunteers of the Village are included as additional insureds for General Liability

including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

**I. Workers Compensation**

Coverage	Statutory
Extensions	Voluntary Compensation Employers Liability – Unlimited in the State of New York Waiver of Subrogation in favor of <b>Incorporated Village of East Williston</b>

**II. New York State Disability and Paid Family Leave**

Coverage	Statutory New York State Benefits
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**III. Commercial General Liability**

Coverage and Limits	Occurrence – ISO Form CG2001 10-01 or Equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Damage to Premises Rented To You \$ 100,000
	Medical Expense \$ 5,000



Additional Insured **Incorporated Village of East Williston, all elected and appointed officials, employees and volunteers, using** ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage on a primary and non-contributory basis.

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of "insured contract" as defined in Form CG0001 with no endorsements that amend or restrict the definition of "insured contract".
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; "action over" type claims; or "injury to employee or subcontractor" exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
  - Waiver of Subrogation in favor of all additional insureds.
  - Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure,

encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

IV. **Pollution Liability:** If contract involves environmentally regulated substances or

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

V. **Automobile Insurance**

Limit \$1,000,000. Combined Single Limit

Additional Insured **Incorporated Village of East Williston, all elected and appointed officials, employees and volunteers,** on a primary and non-contributory basis.

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

VI. **Umbrella Liability**

Coverage Umbrella Form or Excess Follow Form of primary general liability and auto liability

Limit \$5,000,000.

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

The Village of East Williston reserves the right to amend the aforementioned insurance requirements, as it deems necessary depending on the circumstance.

**INDEMNIFICATION/HOLD HARMLESS:**

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

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement. To the fullest extent permitted by law, the Contractor and subcontractors shall defend, indemnify and hold harmless the Village, its agents, employees, and elected and appointed officials, representatives and volunteers from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, loss or expense by reason of the liability imposed upon the Village for damage because of bodily injuries, injury death resulting therefrom, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work required to be performed by the Contractor or any subcontractor under this agreement, whether or not such injury to persons or damage to property are due to or claim to be due to any negligence of a subcontractor, the contractor, or the Village, its employees or agents and whether or not the claims arise out of negligence, or whether said claims are groundless, false or fraudulent or not, and from all claims relating to labor, services and materials furnished for work under this contract and for all reasonable attorneys' fees arising therefrom. These obligations upon the Contractor and any subcontractor shall exist regardless of whether or not any of the loss or harm is caused in part by a party indemnified thereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist

to any party or person described in this paragraph.

In any and all claims against the Village or any of its agents or employees by any employee of the contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or their subcontractor under Workers Compensation acts, disability acts, or other employee benefit acts.

11. The Board of Trustees of the Incorporated Village of East Williston expressly reserves the right to reject any and all bids, to waive any informalities therein, and to accept any bid that the Board of Trustees may believe to be in the best interest of the Village.

12. Any Contractor or subcontractor shall comply with the requirements of Section 220 (3)(a) of the Labor Law of the State of New York. Each Contractor and subcontractor must post in a prominent and accessible place on the site of the work, a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided for the various classes of

mechanics, working men or laborers employed on the work. Additionally, the Contractor and every subcontractor shall keep original payrolls or transcripts thereof, subscribed and affirmed by him as true under the penalties of perjury, showing the hours and days worked by each workman, laborer or mechanic, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided on the site of the work where the Contractor or subcontractor maintains no regular place of business in New York State. All other Contractors or subcontractors shall produce within five days on the site of the work and upon formal order of the Commissioner of Labor or designated representative such original payrolls or transcripts thereof, subscribed and affirmed by him as true under the penalties of perjury and may be deemed necessary to adequately enforce the provisions of Section 220(3)(a) of the Labor Law of the State of New York. Every Contractor and subcontractor shall submit to the Village within thirty days after issuance of the first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Section 220 (3)(a) of the Labor Law of the State of New York, subscribed and affirmed as true under the penalties of perjury.

13. Each bidder shall further complete and submit along with any proposed bid a "Bidders Certificate of Criminal Non-Involvement".

By Order of the Board of Trustees of  
The Incorporated Village of East  
Williston, New York.

Dated: 11/3/ , 2023

JOANNE E. PALUMBO, Village Clerk