



**Incorporated Village of Port Jefferson**

**INVITATION TO BIDDERS**

**Village of Port Jefferson Country Club  
Bunker Renovation  
#130-2024**

**SEALED BIDS** MUST BE RECEIVED  
IN THE OFFICE OF THE VILLAGE CLERK BY:

**Thursday February 15, 2024 at 3:00 PM**

DELIVER SEALED BIDS TO:

**Village Clerk Sylvia Pirillo, RMC**

**Incorporated Village of Port Jefferson  
121 West Broadway  
Port Jefferson, NY 11777**



**INVITATION TO BID  
VILLAGE OF PORT JEFFERSON  
PJCC Bunker Renovation  
#130-2024**

The Village of Port Jefferson requests bids for the **renovation of thirty-one (31) existing bunkers and the installation of Better Billy Bunker ("BBB") on all thirty-one (31) bunkers at the golf course at the Port Jefferson Country Club.**

Sealed bids will be received by Village Clerk Sylvia Pirillo, at Village Hall, located at 121 West Broadway, Port Jefferson, 11777 on or before 3:00 p.m. prevailing time on Thursday February 15, 2024 when they will be publicly opened and read aloud. Late bids will not be accepted.

The complete Bid Package can be obtained from the Village Clerk's Office, Monday through Friday, beginning on January 25, 2024 between the hours of 9:00 a.m. and 4:00 p.m. prevailing time, for a fee of \$20.00 per Bid Package, and is also available on the official Village of Port Jefferson website: [www.portjeff.com](http://www.portjeff.com)

Site walkthroughs can be scheduled by contacting Golf Superintendent Pat Sullivan ([psullivan@portjeff.com](mailto:psullivan@portjeff.com) or 631-960-2586). Any questions must be emailed to Sylvia Pirillo Village Clerk at [spirillo@portjeff.com](mailto:spirillo@portjeff.com) no later than 4:00 p.m. Friday, February 9, 2024.

All bids must be received promptly by 3:00 p.m. Thursday February 15, 2024 Village Hall and placed in a sealed envelope clearly labeled **Port Jefferson Country Club Bunker Renovation Bid #130-2024.**

Please note that conformance to the Davis-Bacon Act requiring the payment of prevailing wages is required.

The Inc. Village of Port Jefferson reserves the right to reject any/all submitted proposals, or any part of the submitted Bid received.

BY ORDER OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT JEFFERSON

Village Clerk Sylvia Pirillo, RMC  
Incorporated Village of Port Jefferson

**VILLAGE OF PORT JEFFERSON**  
**PJCC Bunker Renovations Rebuilding of 31 Golf Course Bunkers**  
**# 130-2024**

**SECTION ONE**

**GENERAL INFORMATION:**

Purpose: Pursuant to section 103 of the NY General Municipal Law and the written procurement policies of the Inc. Village of Port Jefferson, the village hereby solicits your sealed bid for **PJCC Bunker Renovation/Rebuilding of 31 Golf Course Bunkers.**

Definition of Parties: The Village of Port Jefferson will hereinafter be referred to as The "Village" Respondents to the Bid shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

Scope: The Village of Port Jefferson is seeking sealed bids for **PJCC Bunker Renovation/Rebuilding of 31 Golf Course Bunkers.** (See Scope of Work on Following pages.)

The successful bidder will be responsible for all items set forth in the specifications and bid documents.

Evaluation Criteria: Bids will be evaluated on many criteria deemed to be in the Village's best interests, including, and not limited to:

1. Responsiveness to terms and conditions of Bid Package
2. Consideration of overall qualifications
3. Experience
4. Benefit to the Village

Award of Bid: The Village intends to award this operation to a single Bidder. The Village may select the Bidder which, in its opinion, has made the bid that is the most responsive and most responsible and may award the contract to that Bidder. The Village reserves the right to waive minor irregularities. The Village reserves, holds and may in its sole discretion exercise the rights and options to 1) request additional information from any Bidder, 2) use additional subsequent solicitations for proposals, 3) negotiate the Bidders for amendments or other modifications to proposals, or 4) interview selected Bidders and request presentations.

Communication with the Village: It is the responsibility of the Bidder to inquire about any requirement of this Bid that is not understood. Responses to inquiries, if they change or clarify the Bid in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the Bid package. The Village will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made in writing via e-mail, no later than 5 (five) days prior to the opening of bids to:

**Village Clerk Sylvia Pirillo**  
**Incorporated Village of Port Jefferson**  
**121 West Broadway**  
**Port Jefferson, NY 11777**

**631-473-4724**  
**spirillo@portjeff.com**

**Costs of Preparation:** The Bidder assumes all costs of preparation of the bid and any presentations necessary to the bid process.

**Debarment:** Submission of a signed and sealed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the Village will be notified of any change in this status.

**Understanding:** By submitting a sealed bid, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

**Validity:** Unless specified otherwise, all sealed bids shall be valid for ninety (90) days from the due date of the sealed bid.

**Submission:** A SIGNED original, plus one (1) copy of the sealed bid must be submitted to Sylvia Pirillo, Village Clerk, Inc. Village of Port Jefferson, 121 West Broadway, Port Jefferson, NY 11777, in a sealed envelope by 3:00 p.m. Thursday, **February 15, 2024** in order to be considered.

Bids received after the due date or time will not be considered. Bidders are strongly encouraged to submit sealed bids in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen.

The Village assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date **WILL NOT** substitute for receipt of a sealed bid. Additional time will not be granted to any single Bidder, however additional time may be granted to all Bidders if and when the Village determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED. LATE BIDS WILL NOT BE ACCEPTED.** The envelope must be clearly identified on the outside as follows:

**Name of Bidder:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**Due Date:** \_\_\_\_\_

**Name and Number of Bid:** \_\_\_\_\_

## **SECTION TWO**

### **GENERAL TERMS AND CONDITIONS:**

**Contract Documents:** The contract contained in this bid package need not be signed at this time. If a separate Contract is not provided in this bid package, the Contract entered into by the parties shall consist of the Bid package, the signed Bid submitted by the Contractor, the specifications including all modifications thereof, and a letter of agreement requiring signatures of the Village and the Contractor, all of which shall be referred to collectively as the Contract Documents.

**Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Village Clerk. Any agreed upon modification or amendment must be in writing and signed by both parties.

**Contract Term:** Delivery to be made as soon as possible, with a mutually agreed-upon delivery date.

**Contract Data:** The Contractor is required to provide the Village with detailed data concerning the Contract at the request of the Village. The Village reserves the right to audit the Contractor's records to verify the data.

**Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

**Insurance Requirements:** Please see attached- four (4) pages

**Non-Waiver of Defaults:** Any failure of the Village to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights.

**Cancellation/Termination:** If the Contractor defaults in its agreement to provide services, personnel and/ or equipment to the Village's satisfaction, or in any other way fails to provide service in accordance with the Contract terms, the Village shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days, the Village may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

**Contact & Clarification(s) :**

Sylvia Pirillo, RMC  
Village Clerk  
Inc. Village of Port Jefferson  
121 West Broadway, Port Jefferson, NY 11777

**Litigation:** This Contract and the rights and obligations of the parties hereunder shall be

governed by and construed in accordance with the laws of the State of NY without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of New York.

Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the Village.

Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with Village policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The Village encourages the employment of individuals with disabilities.

Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual; the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The Contractor shall control the manner in which the services are performed; however, the Village shall specify the nature of the services and the results to be achieved. The Contractor is not to be deemed an employee or agent of the Village and has no authority to make any binding commitments or obligations on behalf of the Village except as expressly provided herein.

Liens: The Contractor shall keep the Village free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.

### **SECTION THREE**

#### **PERFORMANCE TERMS AND CONDITIONS:**

**Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide enough employees to perform the required services efficiently and, in a manner, satisfactory to the Village. If the Village Clerk or designee notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Village Clerk.

**Wage Rates: Prevailing Wages: Work performed under this contract is governed by the New York State Labor Laws.** The Bidder shall comply with all the NYS Prevailing Wage requirements, and it shall be included in its entirety in the contract executed for work Section 220 of the NYS Labor Law now requires Contractors and subcontractors to submit "Certified Payrolls" every thirty days. The Contractor agrees to submit said payroll that pertains to each job a bill is submitted for. **NO BILL WILL BE PAID WITHOUT THE RECEIPT OF THE CERTIFIED PAYROLL.**

**Payment:** Payment will be upon submittal of an invoice to the Village by the Contractor on a Net 30 (calendar day) basis. Invoices must include date work was performed, number of people assigned to the job and the number of hours worked.

Contractor provided material should be itemized separately and apart from all charges for labor. A submission of the proper Prevailing Wage Certificate must be submitted with each submitted invoice. Payment will not be made without the proper submissions.

**Billing Time:** Costs to the Village will begin when workers arrive on the job site and commence work, and end when workers leave the job site. A daily time slip shall be submitted to the Village Clerk for verification of hours worked. Overtime will be paid on a time and one-half basis only if the Village requests a) work outside of normal business hours (9:00 a.m. to 5:00 p.m., Monday through Friday), and/or b) when time on site exceeds 40 hours per week.

**Labor Rates:** Labor rates will be in effect for the term of this Contract. The labor rate shall include all charges such as insurance, travel; Contractor provided items and all other costs.

## **SECTION FOUR**

### **BID CONTENT:**

Bidders shall ensure that all information required herein is submitted with the sealed bid. All information provided should be verifiable by documentation requested by the Village. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

Business Profile: Provide a brief history of your company, length of time in business, number of employees.

Completions: All items on Bidder Checklist must be submitted.

**Please submit two (2) copies of the entire BID package.**





**NON-COLLUSION BIDDING CERTIFICATE**

**VILLAGE OF PORT JEFFERSON  
PJCC Bunker Renovation  
#130-2024**

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.
- 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.
- 4) The person signing this bid, under the penalties of perjury, affirms the truth thereof.

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

Signature of Bidder, if individual \_\_\_\_\_

Name of Corporation \_\_\_\_\_

Title of Officer \_\_\_\_\_

Corporate Seal:



**BIDDER INFORMATION**

**VILLAGE OF PORT JEFFERSON  
PJCC Bunker Renovation  
#130-2024**

Bidder name and address:

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If a corporation, name, address, phone no., fax no., email of:

PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

If a firm, name, address, phone no., fax no., email of all principals:

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Attach a brief history of your company, with your length of time in business, and number of employees.



**WAIVER OF LIEN**

**VILLAGE OF PORT JEFFERSON  
PJCC Bunker Renovation  
#130-2024**

**OWNER:** Inc. Village of Port Jefferson

**LOCATION:** Port Jefferson Country Club 44 Fairway Drive, Port Jefferson

**PROJECT:** Renovation Rebuilding of 31 Golf Course Bunkers

**SUPPLIER:** \_\_\_\_\_

**TRADE:** \_\_\_\_\_

For and in consideration of the payments to the undersigned supplier for completion as of (date) \_\_\_\_\_ for under its contract, with the Inc. Village of Port Jefferson, the undersigned supplier hereby waives any and all liens, claims or rights to file any lien or liens against the Inc. Village of Port Jefferson as Owner/ Leaseholder of the building and the premises above referenced on account of labor, materials, or both, furnished and hereby agrees to promptly pay and expeditiously release any and all recorded or pending mechanics liens, material man's and like liens filed in connection with such work; and shall defend and indemnify and save the Inc. Village of Port Jefferson harmless from any and all liability or expense incurred in discharging, defending or paying because of such liens or the enforcement thereof which arises out of the work referenced above.

Supplier represents and warrants that all claims for labor and/ or materials furnished by it and/ or its subcontractors and or vendors at all tiers in connection with its completed work on this project, have been, or when due, will be paid including any and all applicable sales or use taxes (to the extent not exempt) and that to the best of knowledge, there are no liens or claims or rights to file liens existent with respect thereto.

**IN WITNESS Whereof**, the supplier has caused this waiver to be duly executed, on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by an officer or its duly authorized agent.

**BY:**  
**Supplier Name:** \_\_\_\_\_

**Name of Authorized Signer:**  
**Print** \_\_\_\_\_



**Signature** \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared\_\_\_\_ to  
me known who, being by me duly sworn, did depose that he/she is the \_\_\_\_\_ of  
the \_\_\_\_\_ corporation described in and which executed the  
within instrument;; and that he/she signed his/her name thereto by the authority of  
the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

**BID PROPOSAL**

**VILLAGE OF PORT JEFFERSON  
PJCC Bunker Renovation  
#130-2024**

The project specifications are set forth in attached documents.

Lump Sum Amount: \$ \_\_\_\_\_

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

Representative's Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Vendor/Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Estimated Time to Complete Project: \_\_\_\_\_

## SCOPE OF WORK

### SITE PREPARATION

### COST PER

- A. Mobilization\_\_\_\_\_
- B. Layouts / Staking\_\_\_\_\_
- C. Demo-Remove sand and store on site\_\_\_\_\_
- D. Demo-Remove drainage pipes, dispose of in contractors dumpster\_\_\_\_\_
- E. Collapse Trenches\_\_\_\_\_
- F. Cut away and dispose of excess turf in contractors dumpster\_\_\_\_\_

### EARTHWORK

- A. Topsoil Management- strip and store on site\_\_\_\_\_
- B. Remove additional bunker floor soil to allow the BBB liner and proper sand depth of 6" average \_\_\_\_\_
- C. Shaping & Compacting & re-contour the bunker floors and edges\_\_\_\_\_

### BUNKER CONSTRUCTION

- A. Install 4" Solid Drain Pipe\_\_\_\_\_
- B. Install 4" Perf. Pipe with gravel (BBB: 85 LF/1000-Better Billy Bunker gravel material)\_\_\_\_\_
- C. Purchase and install trace wire\_\_\_\_\_
- D. Locate and flush Outfall/tie-in allowance\_\_\_\_\_
- E. Install BBB gravel liner at uniform 2" depth,\_\_\_\_\_
- F. Edge and install Bunker Sand at a compacted depth of 6" average.\_\_\_\_\_

### GRASSING

- A. Surrounds - prepare for grassing\_\_\_\_\_
- B. Surrounds: Install Rough Sod and Pin slopes\_\_\_\_\_

### PJCC CLUB DIRECT COSTS

- A. Dumpster Rental Allowance\_\_\_\_\_
- B. Install the Billy Bunker Polymer—Maxwell Turf
- C. Bunkers: Purchase Trench/BBB Gravel (Source to be determined)\_\_\_\_\_
- D. Rough Surrounds purchase ( Bluegrass Sod )\_\_\_\_\_
- E. Bunkers: Select and Purchase Sand\_\_\_\_\_

### NOTES:

- ALL PRICE QUOTES RELATING TO LABOR MUST BE PREVAILING WAGE.
- BIDDER MUST PROVIDE APPROXIMATE STARTING DATE WITH A COMPLETION DATE NOT TO EXTEND BEYOND 75 DAYS
- FAILURE TO COMPLETE THE PROJECT WITHIN THE 75 DAYS WILL RESULT IN A \$1,000 PER DAY PENALTY
- BUNKER CONSTRUCTION SHOULD BE LIMITED TO 2 HOLES AT ANY ONE TIME.
- VILLAGE WILL PROVIDE ALL PERMITS AND UTILITY LOCATIONS
- CLUB WILL SELECT AND PURCHASE ALL SOD AND SAND.

- RENOVATION TO BE THE BETTER BILLY BUNKER.
- ON-SITE MEASUREMENT OF BUNKERS THAT WILL BE RENOVATED IS REQUIRED. BUNKERS WILL REMAIN AS CLOSE AS POSSIBLE TO THEIR PRESENT SIZE.
- HOLE BY HOLE BUNKERS TO BE RENOVATED ON FOLLOWING PAGE.
- OWNER OR OWNERS PROJECT LEADER MUST BE ON-SITE FOR ENTIRE PROJECT
- ALL BIDDERS MUST SUBMIT INFORMATION REGARDING 2 COMPLETED BUNKER PROJECTS AS REFFERENCES.

## **BUNKER IDENTIFICATION**

<b>HOLE ID.</b>	<b>SQ. FT.</b>
#1 Greenside Left	_____
#2 Greenside Right	_____
#3 Greenside Right	_____
#4 Greenside Right	_____
Greenside Left	_____
#5 Greenside Right	_____
#6 Greenside Left	_____
#7 Greenside Left	_____
Greenside Right	_____
Fairway Left	_____
#8 Greenside Left	_____
#9 Green Front	_____
Greenside Right	_____
Greenside Left	_____

<b>HOLE ID</b>	<b>SQ. FT.</b>
#10 Greenside Left	_____
Greenside Front	_____
Greenside Right	_____
#11 Greenside Right 1	_____
Greenside Right 2	_____
Greenside Left	_____
#12 Greenside Left	_____
#13 Greenside Right	_____
#14 Greenside Left	_____
Greenside Right	_____
#15 Greenside Left	_____
Greenside Right	_____
#16 Greenside Left	_____
Greenside Right	_____
#17 Greenside Left	_____
Greenside Back	_____
#18 Greenside Right	_____



**NOTE: WALK THROUGH APPOINTMENTS MAY BE SCHEDULED BY  
CALLING GOLF SUPERINTENDENT PAT SULLIVAN: (631) 960-2586.**

**Incorporated Village of Port Jefferson**  
**Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**  
**Page One of Four**

The CONTRACTOR shall maintain at a minimum the following insurance giving evidence of same to the OWNER 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 Port Jefferson'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 Port Jefferson**  
121 West Broadway  
Port Jefferson, NY 11777

**Description Box to read:**

**Incorporated Village of Port Jefferson**, all elected and appointed officials, employees and volunteers of the Village, **engineers, appointed professionals, and consultants** are included as additional insureds per the 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 Port Jefferson</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

**Incorporated Village of Port Jefferson  
Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors  
Page Two of Four**

**III. Commercial General Liability - continued**

Additional Insured	<b>Incorporated Village of Port Jefferson, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants, 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.</b>
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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.

**Incorporated Village of Port Jefferson**  
**Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**  
**Page Three of Four**

**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 Port Jefferson, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants** 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

\$ 2,000,000.

Additional Insured

**Incorporated Village of Port Jefferson, all elected and appointed officials, employees and volunteers** on a primary and non-contributory basis.

**Incorporated Village of Port Jefferson**  
**Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**  
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VII. **BONDS**

Bid Bond or certified check	Minimum of 5% of contract bid.
Bond Form	AIA Document A310 Current Edition or certified check
 Final Bonds	 1. Performance and Payment bonds (labor & materials) Minimum Limit 100% of Contract Price 2. Maintenance Bond Minimum Limit 100 % of Performance and Payment Bond Term - 2 Year from Acceptance of Job
 Bond Form	 AIA Document A312 or current edition.

**NOTE:** Surety Company must be NYS licensed and on current list of "Surety Companies Acceptable on Federal Bonds" as published in Federal Register by the Audit Staff Bureau of Accounts, US Treasury

**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **Incorporated Village of Port Jefferson**, 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 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 Port Jefferson**, 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 Port Jefferson**. 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.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
INDEPENDENT CONTRACTOR/VENDOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Please Print Name and Title)