

**VILLAGE OF ALLEGANY**  
**WATER TOWER MAINTENANCE**

SEALED PROPOSALS for Proposed Water Tower Maintenance at the Village of Allegany, NY Municipal Building, located at 106 East Main St. will be received at the office of the Village Clerk until 3:00 PM on September 22, 2025 and will be publicly opened and read by the Board of Trustees at 4:00 PM on September 22, 2025.

Information for Bidders, Plans and Specifications, Proposal Form, Form of Contract, etc, may be obtained from the Village Clerk's Office, 106 E. Main Street, Allegany, NY 14706.

Bids must be submitted on the prescribed BID SHEET.

An executed Non-Collusive Bidding Certification and an Indemnification Agreement shall accompany each proposal. Failure to provide this will result in not having the bid read.

The Village of Allegany reserves the right to reject any and all bids, to waive technicalities, or to re-advertise for bids, if the best interest of the Village of Allegany will be served thereby.

Kimberly Roth  
Clerk Treasurer

## **VILLAGE OF ALLEGANY WATER TOWER MAINTENANCE**

Provide all labor and materials to paint the 32ft water tower in the Village of Allegany.

### **Scope of Work:**

1. Supply all PPE
2. Supply Manlift
3. Power Wash Clean at a minimum of 4,000 PSI to remove the contaminants and loose paint
4. Apply mold and mildew remover and final rinse of the tank
5. Apply one coat of Corothane I HS Mio Aluminum
6. Apply one coat of Dura-Plate 235 with Gray Topcoat
7. Document surface preparation and application of epoxy coatings using DeFelsko Inspection Equipment
8. Village to provide water for power washing
9. Certified Payroll to be submitted
10. Price is to be based on NYS Prevailing Wage Rates

**VILLAGE OF ALLEGANY  
WATER TOWER MAINTENANCE  
BID SHEET**

**ITEM DESCRIPTION**

**BID PRICE**

**PROVIDE ALL LABOR AND MATERIALS  
TO PAINT THE SIDES AND TOP OF  
THE WATER TOWER (32ft)**

\_\_\_\_\_

**Scope of Work:**

1. Supply all PPE
2. Supply Manlift
3. Power Wash Clean at a minimum of 4,000 PSI to remove the contaminants and loose paint
4. Apply mold and mildew remover and final rinse of the tank
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9. Certified Payroll to be submitted
10. Price is to be based on NYS Prevailing Wage Rates

**Total Bid Amount Written in Words:**

\_\_\_\_\_

The undersigned having familiarized him or themselves with the specifications of the project, hereby submit the above bid for the above-named project.

**NOTE: BIDS OVER \$20,000 WILL REQUIRE PRICE ESTIMATE TO INCLUDE PREVAILING WAGE RATES.**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Legal Name of Person, Firm or Corp.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

\_\_\_\_\_

## INDEMNIFICATION AGREEMENT

WHEREAS, the Village of Allegany (hereinafter "Village") and \_\_\_\_\_, (hereinafter "Contractor") have entered into a contract whereby Contractor has agreed to collect refuse and recyclables in the Village. The collection will be referred to in this agreement as "the job."

1. Contractor agrees to assume all responsibility for damages to persons or property that may accrue during the prosecution of the job. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Village from and against property damage, personal injury or any other claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from Contractor's performance of the job, caused in whole or in part by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by the Contractor, any agent of the Contractor, or any third party or entity other than the Village, or Village employees.
2. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Village from and against property damage, personal injury or any other claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from Contractor's performance of the job, caused in whole or in part by an intentional act or any other act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, any agent of the Contractor, or any third party or entity other than the Village or Village employees.
3. Contractor shall obtain liability insurance in the amount of \$1,000,000(One million dollars) per occurrence/ \$2,000,000 (Two million dollars) aggregate. Contractor shall supply the Village with proof of liability insurance and proof of workers compensation insurance. Contractor shall name the Village as an additional insured on its liability policy.

BY:

\_\_\_\_\_  
For Contractor

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

BY:

\_\_\_\_\_  
For Village

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

NON-COLLUSIVE BIDDING CERTIFICATION  
REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

1. Every bid hereafter made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) 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 or perjury, that to the best of his 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

(2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated \_\_\_\_\_ 20 \_\_\_\_\_  
Legal name of Person, Firm or Corporation

BY \_\_\_\_\_  
Signature Title

State of New York )  
County of )

Date \_\_\_\_\_ 20 \_\_\_\_\_

GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL  
CORPORATIONS

1. Every contract made or awarded by a municipal corporation or any public department, agency, or official thereof for work or services performed or to be performed, or goods sold or to be sold, shall provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political 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 corporation 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 corporation, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide that,
  - b. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with 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 cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

## GENERAL SPECIFICATIONS

The Standard Specifications for Construction and Materials of the New York State Department of Transportation Design and Construction Division, Dated January 2, 1985 are hereby made a part of these specifications are hereby amended or modified.

### 1.1 Definition and Terms

In addition to the definition set forth in Section 101 of the New York State Department of Transportation Standard Specifications, whenever the following abbreviations or terms are used, the intent and meaning shall be interpreted as follows:

NYSDOT New York State Department of Transportation.

Certificate of Compliance A certificate provided by the manufacturer, producer, or supplier of a product that the product as furnished to the contractor complies with the pertinent specifications or contract requirements.

Certificate Report of Test or Analysis A test report provided by a manufacturer, producer, or supplier of a product indicating actual results of test or analysis covering elements of the specification requirements and validated by certification.

Completion Date The calendar date shown in the proposal on or before which the work contemplated under the contract shall be completed.

Contract Time The number of calendar days shown in the proposal representing the time allowed for the completion on the work contemplated in the contract.

Village The Village of Allegany, its officers and employees.

Board The Board of Trustees of the Village of Allegany

Code Enforcement Officer. Code Enforcement Officer

### 1.2 Bidding Requirements

#### 1. Examination of Plans, Specifications, Special Provisions and Site of Work.

The bidder is required to examine carefully the work site, the proposal form, plans, specifications, supplemental specifications, special provisions and contract forms for the work contemplated. The submission of a proposal shall be considered conclusive as to all the conditions and contingencies.

## 2. Preparation of the Proposal

The bidder shall submit his proposal on the form furnished by the Village. The proposal shall be executed properly, and shall specify a unit price in dollars and cents, in numerals, for each item listed therein, and shall also show in numerals in the column for that purpose the products of the respective unit prices and quantities, and the total amount of the bid obtained between a unit bid price and the corresponding extended amount, or in the absence of an extended amount, the unit bid price shall govern. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written with ink.

## 3. Delivery of Proposals

Each proposal shall be, together with the proposal guaranty, in a sealed envelope, so marked as to indicate the name of the project to which it applies, and the name and address of the contractor. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposal received after the time designated will be returned to the bidder unopened.

## 4. Public Opening of Proposals

Proposal will be opened and read publicly at the time and place indicated in the advertisement. Only the grand total amount of each proposal will be read. Bidders or their authorized agents are invited to be present.

## 5. Competency of Bidders

Each bidder shall furnish, if requested by the Board satisfactory evidence of his financial ability, adequacy of plant, equipment and organization, prior experience, and any other pertinent and material facts requested.

## 6. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for rejection of the bid or bids.

- More than one proposal for the same work from an individual, partnership, or corporation under the same name or different names.
- Evidence of collusion among bidders.
- Lack of responsibility as shown by past work for the Village.

- Noncompliance with terms of previous or existing contracts.
- Uncompleted work which, in the judgment of the Board, might hinder or prevent the prompt completion of additional work if awarded.
- Uncompleted work on which the actual time used has exceeded the contract time set therefore, or on which the performance or progress is not satisfactory in the judgment of the Board.

7. Award of Contract The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements necessary to render it formal.

8. Cancellation of Award

The Board reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without liability against the Village.

9. Requirement of Contract Bond

The Contractor shall guarantee the work for a period of one year from the date of its completion and shall deposit with the Village a security deposit of 5% of total bid, the said contractor will, at his own cost and expense, replace any work which has become defective.

The Contractor shall replace any work during said guarantee as directed by the Code Enforcement Officer whenever and wherever required, and in the manner specified within five (5) days after written notice to that effect is served upon him, and in event the Contractor fails or refused to comply with such notice, legal action will be served personally or mailed to the last known address.

The Contractor shall notify the Board at least one day before making such corrections.

10. Increased or Decreased Quantities

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposals are subject to increase or decrease during the progress of the work. The Code Enforcement Officer reserves the right to increase or decrease the quantities of any items of work as may be considered necessary or desirable to satisfactorily complete the construction. The quantity of any time or items may vary without limitation or revision in the contract unit price due to such variation, and the actual quantity will be paid for at the contract unit price, or as otherwise specifically provided in the specifications, special provisions, or contract change order.

#### 11. Extra Work

In connection with the work covered by the contract, the Code Enforcement Officer may, at any time during its progress, order other work or materials incidental thereto. All such work and materials that do not appear in the proposal or contract as a specified item, accompanied by a unit price, and which are not included under the price bid for other items in the contract, shall be designated as Extra Work. The Contractor hereby agrees to perform Extra Work whenever it is deemed necessary or desirable by the Board to complete the project as originally contemplated or as subsequently altered.

#### 12. Barricades, Warning Signs, and Flagmen

The contractor shall furnish, erect, and maintain traffic control devices and facilities, including flagging and guidance service.

The contractor will be held responsible for all damages to the work due to failure of barricades, signs, lights, flagmen and watchmen to protect it and, whenever evidence of such damage is found prior to acceptance, the Code Enforcement Officer may order the damaged portion immediately removed and replaced by the contractor at the contractor's own cost and expense.

#### 13. Final Cleanup

Upon completion of the work and before acceptance and final payment will be made, the contractor shall remove from the right-of-way, and to the extent he is responsible therefore from the adjacent property, all surplus and discarded materials, rubbish and temporary structures and leave the right-of-way in a neat and presentable condition. The contractor shall restore, at his own cost and expense, all existing work or work completed under previous contracts which has been damaged by his operations, in conformity with the specifications for the item or items involved.

#### 14. Authority of the Code Enforcement Officer

Work shall be done to the satisfaction of the Code Enforcement Officer. He shall decide questions which arise as to the quantity and acceptability of the materials furnished, work performed, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between contractors under the specifications. He shall determine the amount and quantity of work performed and materials furnished, and his decision and estimate shall be final. The Contractor shall be responsible for compliance with pertinent local, state and federal regulations.

#### 15. Inspection

All materials and each part of detail of the work shall be subject at all times to inspection by the Code Enforcement Officer or his authorized representative. Such inspection may include mill, plant, field, or shop inspection. The Code Enforcement Officer or his representatives shall be allowed access to all parts of the work, and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

#### 16. Removal of Unacceptable Work

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be immediately removed and acceptably replaced or otherwise satisfactorily corrected by and at the expense of the Contractor.

#### 17. Final Acceptance

The Code Enforcement Officer will make an inspection of the work included in the contract as soon as practical after notification by the Contractor that such work has been completed and final cleaning up performed. After corrections if any are needed, are made, the Code Enforcement Officer will make a final inspection. After this final inspection, the Code Enforcement Officer will, if fully satisfied with the work, notify the Contractor in writing of his final acceptance. The final acceptance shall in no way reduce or absolve the obligations of the Contractor under his one-year guarantee as provided in Subsection 9.

#### 18. Character of Workmen

The Contractor shall at all time employ sufficient supervision and labor for prosecuting the several classes of work to full completion in the manner and time required by the contract.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Code Enforcement Officer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Code Enforcement Officer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Code Enforcement Officer.

#### 19. Insurance Requirements

Prior to award of contract the successful bidder shall supply copies of insurance certificates as follows:

a) Workers' Compensation and Employer's Liability, including coverage required by the laws of the State of New York and including coverage for all proprietors, partners and executive officers.

b) Contractor's General Liability Insurance as follows:

Bodily Injury & Property Damage limits of \$1,000,000 Combined Single Limit and \$2,000,000 Aggregate

c) Contractor's Business Automobile Liability Insurance as follows:

Bodily Injury & Property Damage limit of \$1,000,000 Combined Single Limit

d) Contractor's Umbrella Liability Insurance as follows:

Each Occurrence and Aggregate limit of \$1,000,000

e) Owner's Protective Liability Insurance in the name of the Owner, all employees or other representatives of each of them, both officially and personally with respect to all operations under the contract including omissions and supervisory acts of the Owner, and their employees or other representatives, as insured with the following limits:

Bodily Injury & Property Damage limits of \$1,000,000 Combined Single Limit and \$1,000,000 Aggregate

f) Contractor will name the Village of Allegany, its officers, elected/appointed Board members, employees, authorized volunteers, agents and representatives as an Additional Insured on its Commercial General Liability, Umbrella/Excess, and Owners Protective Liability policies for the term of this agreement

g) Cancellation notification –Written notification shall be provided to Owner sixty (60) days in advance of any change, non-renewal or lapse of coverage.

## 20. Control of Material

To ascertain if materials comply with contract requirements, samples shall, at the discretion of the Code Enforcement Officer, be taken at the source or at the job destination, and as often as the Code Enforcement Officer deems it advisable or necessary. The Contractor shall furnish without charge all samples required by the Code Enforcement Officer and shall afford such facilities as may be required for collection and forwarding them.

## 21. Defective Material

All materials which are not in conformity with the requirements of the specifications shall be considered defective and shall be rejected. Rejected materials shall be removed from the site of the work unless otherwise permitted by the Code Enforcement Officer.

## 22. Legal Relations and Responsibility to the Public

### Laws to be Observed

The Contractor shall at all times observe and comply with all Federal and State Laws and administrative rules, local laws, ordinances and regulations which in any manner affect the conduct of the work and the safety of all workers, inspectors and the public at large.