

Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520

CONTRACT

THIS AGREEMENT, made this ____ day of _____ 2024, by and between the VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York, located in the County of Westchester, party of the first part (hereinafter called the Village), and Bridget Abatecola, party of the second part (hereinafter called the Contractor).

WITNESSETH - That for and in consideration of the premises and agreements herein contained, and the payments herein provided to be made the parties hereto agree as follows:

FIRST - The Contractor covenants and agrees at his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works, and services appurtenant thereto, as set forth in the Contractor's proposal, dated June 2024 and attached to this contract, for stenographic work and described in the plans and specifications made and prepared by the Justice Court of the Village of Croton-on-Hudson, in the County of Westchester, and in the Contract Documents forming a part of this Contract; in a first class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, advertisement, and the Contractor's proposal; all of which plans, drawings, specifications, advertisements, proposal and other Contract Documents are made a part hereto to the same extent as though the same were herein expressly written; and under the supervision of the Justice Court of the Village of Croton-on-Hudson, a copy of which plans specifications the Contract acknowledges receipt of prior to execution of this Contract.

SECOND - In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal, and other Contract Documents, the Village of Croton-on-Hudson covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Terms and Conditions, and in the Proposal, which are made a part of this Contract.

THIRD - (A) In hiring of employees for the performance of work under this Contract or any sub-contract hereunder, no contractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color or national origin 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) this Contract may be canceled or terminated by the Village, and all Monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract;

(C) any laborer or mechanic employed to perform work on the project under this Contract, shall be paid not less than the minimum rates of wages specified under prevailing Wage Rates for Westchester County published by the State of New York Department of Labor, bureau of Public Works.

FOURTH - Upon the refusal of the Contractor to: (a) testify when called before a Grand Jury concerning any transaction or contract had with the State of New York, any political subdivision thereof, public authority, public department, agency or official of the State, or of any political subdivision thereof; (b) to sign a waiver of immunity against subsequent criminal prosecution; or (c) to answer any relevant questions concerning any such transactions or contracts, the Contractor shall, for a period of five (5) years after such refusal, be disqualified for thereafter selling to, submitting proposals to receiving awards from, or entering into contracts for goods, work or services with the Village, or any public department, agency or official thereof, and further, any contracts made by the Contractor with the Village or any public department, agency or official thereof since July 1, 1959, may be canceled by the Village without penalty or damages on account of such cancellation, except that all monies owing on account of goods delivered or work done prior to such cancellation shall be paid.

FIFTH – The term of this contract shall be from the date first written on the contract through May 31, 2025. This contract shall be renewed at the same terms and conditions for an additional one-year period upon mutual agreement of both parties.

IN WITNESS WHEREOF, the Mayor and Board of Trustees of the Village of Croton-on-Hudson, the governing body of the said Village, have by resolution authorized the corporate seal of the Village to be hereunto affixed, and this contract to be signed by the Village Manager and the Contractor on the day and year first written.

VILLAGE OF CROTON-ON-HUDSON

Attest:

BY

Pauline DiSanto, Village Clerk

Village Manager, Bryan T. Healy

Attest:

BY

Contractor, Bridget Abatecola