

**AGENDA FOR THE BOARD OF TRUSTEES  
WORK SESSION/SPECIAL MEETING  
-OPEN TO THE PUBLIC-**

**April 6, 2023, 11:00 A.M.  
1 Cedar Street**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**MAYOR'S ANNOUNCEMENTS:**

**WORK SESSION/DISCUSSION:** Herrick Park Phase 1A Design Revision

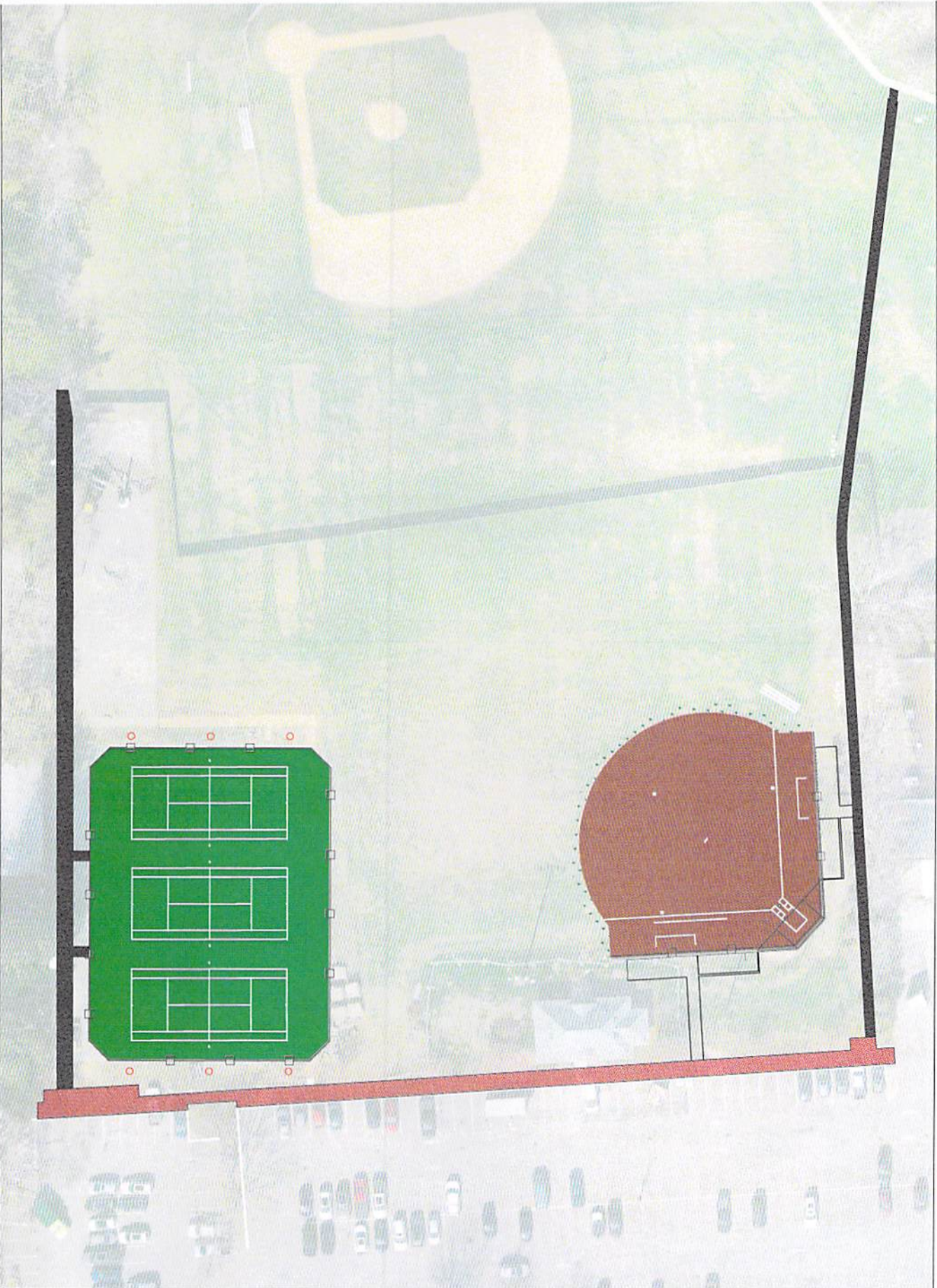
**PUBLIC COMMENT:**

**RESOLUTIONS/MOTIONS:**

**Resolution #412-2023;** Adopt negative SEQRA declaration with respect to Herrick Park Phase 1A Design Revision.

**Resolution #413-2023;** Approve Herrick Park Phase 1A Design Revision.

**Resolution #414-2023;** Notice for public hearing to be held on April 21<sup>st</sup>, 2023, at 11:00 a.m. at the Emergency Services Building, 1 Cedar St., for Introductory #6-2023, a proposed local law amending Beach Parking Permits. Half-season parking permits shall be issued rather than monthly parking permits, Ch. 267-5 (C)(4).



REV. #	DATE	ISSUE
00	4.4.23	PRELIM.

DESIGNED BY: Z.P.

REVIEWED BY: J.S.

**The LandTek Group, INC**  
 105 Sweetgale Ave  
 Bay Shore, NY 11706  
 631.320.6555



LOCATION

**HERRICK PARK MODEL**

ISSUE: Prelim.

SCALE: N.T.S.

DATE: 4.4.23

SHEET TITLE

**FIELD LAYOUT**

SHEET NUMBER

**A-04**

## AGREEMENT

(REBUILDING OF THE TENNIS COURTS AND SOFTBALL FIELD AT HERRICK PARK)

This Agreement is made the 6<sup>th</sup> day of April 2023, by and between THE INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation having offices at 86 Main Street, East Hampton, New York, 11937, party of the first part, hereinafter called the "Village" or the "Owner," and THE LANDTEK GROUP, INC., a domestic corporation organized under laws governed by New York State, with principal offices at 105 Sweeneydale Avenue, Bay Shore, New York 11706, party of the second part, hereinafter called "LandTek" or "Contractor."

WHEREAS the Village, as Owner, seeks to make certain improvements to the Village's Herrick Park, specifically, the rebuilding of the Herrick Park tennis courts and softball field and related site improvements; and

WHEREAS LandTek has provided a proposal for the rebuilding of the tennis courts and softball field at Herrick Park and related improvements as set forth in LandTek's "Pricing Proposal for Herrick Park Improvements" dated April 5, 2023 (the "Proposal") and the scope of work section included therein (the "Scope of Work"). A copy of the Proposal is annexed hereto as Exhibit A, and is incorporated herein as if fully set forth; and

WHEREAS LandTek competitively bid for and was award, as lowest responsible bidder, both the Town of Huntington General Construction Contract (Contract #ES 2022-04/O-E)(the "General Contract") and the Town of Huntington Sports Court Requirements Contract (Contract #GS 2022-03/O-E) (the "Requirements Contract")(collectively the "Huntington Contracts"); and

WHEREAS the bid documents (the "Bid Requirements") for the Huntington Contracts are annexed to this Agreement as its Exhibit B, and are hereby incorporated by reference herein as if fully set forth; and

WHEREAS the Huntington Contracts are annexed to this Agreement as its Exhibit C, and are hereby incorporated by reference herein as if fully set forth; and

WHEREAS pursuant to New York General Municipal Law §103(16) the awarded Huntington Contracts are made available to other New York State governmental entities, including the Village, and as further pursuant to New York General Municipal Law §103(16), the Village is thereby authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance, or repair of apparatus, materials, equipment of supplies on the basis of the Huntington Contracts (see Exhibit C); and

WHEREAS the Village procurement policy allows for "piggybacking" contracts pursuant to New York General Municipal Law §103(16) and such procedure in this instance is expected to result in cost savings to the Village; and

WHEREAS the pricing provided in the Proposal is based on the Huntington Contracts; and

WHEREAS the Village desires to contract with LandTek for LandTek to provide services and perform work (including providing services, labor, materials, equipment and machinery) in connection with the rebuilding of the tennis courts and softball field at Herrick Park and related improvements, under the same requirements, terms and conditions as provided for in the Huntington Contracts and the Bid Requirements (see Exhibits B and C);


NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is agreed between the parties as follows:

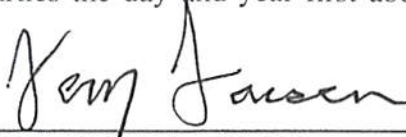
1. That LandTek shall perform all work set forth in the Proposal's Scope of Work section and shall furnish all labor and materials, machinery and equipment necessary to complete the Scope of Work in accordance with the Proposal (see Exhibit A), which Proposal is hereby incorporated herein by reference, the same as if it were fully set forth, in consideration of which the Village shall pay LandTek in accordance with the Proposal provided that LandTek shall well and completely perform such work and furnish such materials, equipment, machinery and labor and otherwise fully comply with the terms of this Agreement, the Bid Requirements, and the Huntington Contracts.
2. That LandTek acknowledges and represents that that Bid Requirements and the Huntington Contracts (annexed hereto as Exhibit B and Exhibit C respectively) are full, complete and accurate copies of the Bid Requirements and the Huntington Contracts.
3. That the Bid Requirements and the Huntington Contracts (annexed hereto as Exhibit B and Exhibit C respectively) are incorporated by reference herein.
4. That the requirements, terms and conditions set forth in the Bid Requirements and the Huntington Contracts are fully binding on the parties hereto. Said terms, requirements and conditions are incorporated herein as if fully set forth, and shall be extended to the Village, except to the extent set forth in the below modifications (the "Modifications") by which the Village and LandTek agree to modify certain provisions of the Huntington Contracts and Bid Requirements as applied to this Agreement between the Village and LandTek:
  - a. LandTek agrees to send all correspondence, submissions, notices and invoices to the attention of the Mayor of the Village of East Hampton, Village Hall, 86 Main Street, East Hampton, New York, 11937 and the Village's designated representative. The Village's designated representative for this Agreement is the Village Administrator, Marcos Baladron, with offices at Village Hall, 86 Main Street, East Hampton, New York, 11937, telephone number 631-324-4150 (the "Designated Representative").
  - b. The Village shall designate an Engineer for this Agreement (the "Engineer") upon execution and approval of this Agreement.

- c. LandTek and any of its sub-contractors shall name the Incorporated Village of East Hampton as an additional insured on all insurance policies required pursuant to the Bid Requirements and the Huntington Contracts' General Conditions (including but not limited to Worker's Compensation, Owner's and Contractor's Protective Liability, Public Liability and Property Damage, Contractor's Equipment Insurance, Comprehensive Automobile Liability and Property Damage, Disability Benefits Liability) and said insurance shall be maintained for the benefit of the Village throughout the duration of this Agreement and any extension thereof. Certificates of the required insurance shall be furnished to the Village's Designated Representative prior to the commencement of any work under this Agreement.
- d. In addition to the bonds required pursuant to the Huntington Contracts, LandTek shall provide the Village with a Completion Bond guaranteeing that the project contemplated by the Scope of Work will be completed on-time, within budget, and free of liens.
- e. Where Utility Coordination is required, as defined and as per the provisions in the Huntington Contracts, LandTek shall contact the Designated Representative, the Engineer and the Village Department of Public Works at (631) 324-4150 in place of the Town of Huntington departments and personnel identified in the Huntington Contract.
- f. In connection with determining the requirements for Maintenance and Protection of Traffic as per the terms of the Huntington Contracts, LandTek shall coordinate with the Engineer, the Designated Representative and the Village Department of Public Works (631) 324-4150 in place and in stead of The Town of Huntington and the Town of Huntington Department of Engineering.
- g. LandTek shall not make any modifications, adjustments, changes or additions to the Scope of Work without the approval and written permission of the Village Board of Trustees.
- h. Notwithstanding anything in the Bid Requirements or the Huntington Contracts to the contrary, the venue of any dispute arising from this Agreement will be in Suffolk County, New York in a court of competent jurisdiction. The laws of the State of New York shall control and apply to any dispute arising out of or related to this Agreement, the performance thereof or any materials, equipment, machinery, labor or services delivered, provided or performed pursuant to this Agreement.
- i. LandTek shall not assign its rights or obligations under this Agreement to any other entity without obtaining the prior written consent of the Village's Board of Trustees.

- j. The Village, by written notice to LandTek may terminate his Agreement without cause, in whole or in part, when the Village determines in its sole discretion that it is in the Village's best interest to do so. In the event of termination, LandTek will not incur any new obligations for the terminated portion of the Agreement after Contractor has received notification of termination.
  - k. The work included in the Scope of Work shall be completed by LandTek on or before June 1, 2023.
5. In the event of conflict between the terms of the Huntington Contracts and the Modifications set forth above at paragraph 4, the Modifications shall take precedence and prevail over any other terms, conditions or requirements incorporated into this Agreement.

IN WITNESS WHEREOF, the respective parties hereto have executed this agreement and caused same to be signed by the proper officers of the respective parties the day and year first above written.

  
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 THE LANDTEK GROUP, INC.  
 By: John Suciński  
 Title: CEO

  
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 VILLAGE OF EAST HAMPTON  
 By: Jerry Larsen  
 Title: Mayor