

BID PACKAGE

Maintenance of Route 9 and Route 55 Medians

For the

Town of Poughkeepsie Recreation Department

**Issued by: Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603**

Town Supervisor

Jon J. Baisley

Board Members

**Jeffrey Renihan
Bill Carlos
Jessica Lopez
Michael Cifone
Matthew Woolever
Ann Shershin**

Town Clerk

Felicia Salvatore

Attorneys To the Town

Van DeWater & Van DeWater, LLP

Park Facilities and Programs Director

Thomas R. Meyering CPRP

November 14, 2018

ADVERTISEMENT FOR BIDS

The information for Bidders, Specifications and other Contract Documents may be reviewed and obtained on or after December 3, 2018 at the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603. There is no charge for the Contract Documents.

Sealed Bids for two year contracts for “Maintenance of Route 9 and Route 55 Medians” will be received by the Town Clerk, Town of Poughkeepsie (“Town”), One Overocker Road, Poughkeepsie, NY 12603 until 11 a.m. (local time) on January 3, 2019 at which time they will be publicly opened and read aloud.

The Town is referred to as the “Owners”.

Bidders may submit for the contracts, and each bid shall also propose an hourly rate for labor and equipment to perform additional services as requested by the Owners.

All Bids must be made upon and in accordance with the forms prepared by the Town and shall be submitted in sealed envelopes marked: “Maintenance of Route 9 and Route 55 Medians”. Six copies of each bid shall be submitted.

BID DEPOSIT: Each bidder on a Town contract(s) shall submit a Bid Deposit Guarantee of \$2,500 by Bond or Certified or Bank Check payable to the Town of Poughkeepsie, to assure that the successful Bidder(s) will execute a contract(s) with the Town. A combined performance and payment bond of \$2,500 will be required from the successful Town Bidder(s).

STATEMENT OF NON-COLLUSION: In addition to submitting a Bid Form, Bidders are required to execute a Non-Collusion Bidding Certificate as attached to the Bid Package.

The Bid Package, including the required “Bid Sheet” and “Non-Collusion Certificate” forms may be reviewed and obtained at the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 and are also available at www.PoughkeepsieTownRec.com or www.townofpoughkeepsie.com . A \$100 deposit is required for copies obtained from the Town Clerk. To be advised of addenda to the bid packet please register with tmeyering@townofpoughkeepsie-ny.gov or fsalvatore@townofpoughkeepsie-ny.gov and monitor www.PoughkeepsieTownRec.com.

The Owners reserve the right to reject any and all Bids, to waive any informality or technicality in any Bid in their interest, to determine the ultimate scope of a contract, and the Town may award more than one or all contracts to a Bidder whose combined contract pricing is most favorable to the Town.

Bidders are also required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.

The Owners will affirmatively insure that minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against.

BY ORDER OF THE TOWN BOARD
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Dated: November 14, 2018

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I INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Town invites bids on the form attached, all blanks for each contract Item bid on must be completely filled in in ink or type written. Bids will be received by the Town at the Office of the Town Clerk until 11 o'clock a.m., local time on January 3, 2019, and then publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to the Town of Poughkeepsie at One Overocker Road, Poughkeepsie, New York 12603 and designated as "Maintenance of Route 9 and Route 55 Medians". Six copies are required.

The Owners may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form.

Bid envelopes must bear on the outside the name of the bidder and his/her address. If forwarded by mail, the sealed envelope containing the bid(s) must be enclosed in another envelope addressed as specified above.

3. Qualifications of Bidder:

The Owners may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owners all such information and data for this purpose as they may request. The Owners reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy them that such bidder is properly qualified to carry out the obligations of the contract documents and to deliver the items specified. Conditional bids will not be accepted.

4. Bid Security, Payment and Performance Security for Town Contract(s):

Each Town bid must be accompanied by a Certified or Bank Check drawn payable to the Town of Poughkeepsie or a surety bond, and the form of bid bond attached, in the amount of Two Thousand Five Hundred Dollars. Such bid security will be returned to all except the three lowest bidders within five days after the opening of bids. The remaining checks or bid bonds will be returned to those not awarded the contract promptly after the Town and the accepted bidder have executed a contract, or, if no agreement has been made within 45 days after the date of the opening of bids.

The bid security for the winning bidder(s) will be retained by the Town as the required Payment and Performance Security and returned after acceptable performance of the contract.

5. Addenda and Interpretations:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any prospective bidder orally. Every request for interpretation as to Town bids shall be in writing and addressed to Tom Meyering at the Town Recreation Department (tmeyering@townofpoughkeepsie-ny.gov).

Inquiries to either Owner must be received at least five (5) days prior to the date fixed for the opening of bids.

All addenda and interpretation will be emailed to the inquirer (at the address furnished for such purposes) and posted on the Town Recreation Department's website, **www.PoughkeepsieTownRec.com**, not later than three days prior to the date fixed for the opening of bids. All addenda and interpretations shall become part of the bid/agreement documents.

6. Obligation of Bidders:

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the contract documents (including all addenda and interpretations). The failure or omission of any bidder to examine any form, instrument or document, or to be informed of any addendum or interpretation shall in no way relieve any bidder from any obligation with respect to his/her bid.

Each bidder must inform him/herself of the conditions relating to the work required under this project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract.

7. Conditions of Work/Pre-bid Meeting/Registration:

Subcontracting and the assignment of any part of a contract requires the Owner's advance written consent. There is no pre-bid meeting scheduled. **All potential bidders are asked to pre-register with the Town Clerk at least seven days prior to bid opening.**

8. Sales Tax:

This work is exempt from certain sales/use taxes and the contract amount excludes such taxes, but includes all other taxes.

9. Bid Comparison

Bids will be compared on the basis of each Bid Item on the bid form. In the event there is a discrepancy between any figures written in words and written numerically, the price written in words shall govern. The Owners reserve the right to waive any irregularities or informalities, and to reject all or part of any bids.

10. Bid Quantities

The Owners reserve the right to increase or decrease any item in this contract they deem to be in the best interest of the Town.

11. Method of Award - Lowest Qualified Bidder:

It is the Owners' intention to award the contract or contracts based on the lowest bid price for each item which has been submitted by a qualified bidder, or the lowest total cost to the Town.

12. Non Performance

If a contract is not being performed as required, the Owner may terminate the contract on five (5) days written notice, or sooner if required for reasons of personal or public health, safety or welfare.

13. Notice to Proceed:

A contractor shall not proceed with any work until contractor has received an executed contract in form satisfactory to the Owners, and a Notice to Proceed.

14. Insurance Requirements-all Town contracts:

Before the Town enters into agreement with a Contractor, he/she must submit proof that he/she has obtained and will maintain liability insurance coverage meeting the Town's insurance standards. These standards are:

- Automobile Liability-Automobile Liability Insurance on an occurrence basis covering all owned, non-owned and hired vehicles with the limits of not less than:
 - Bodily Injury/Property Damage on a Combined Single Limit Basis of at least \$1,000,000 for each occurrence.
 - No Fault, Statutory Benefits
- Commercial General Liability
 - Bodily Injury and Property Damage
 - \$2,000,000 per Occurrence
 - \$3,000,000 Aggregate
 - \$3,000,000 Products/Completed Operations Aggregate
 - The Town of Poughkeepsie shall be covered as an additional insured on a primary and non-contributory basis including for products and completed operations. There shall be a waiver of subrogation in favor of the Town of Poughkeepsie and hold harmless provisions in the contract in favor of the Town.
- Catastrophe Excess Liability or Umbrella policies are acceptable in helping to fulfill the requirements, provided they do not contain restrictions or exclusions of coverage required under the specifications.
- Owners, Contractors' Protective Liability
 - An owners and contractors protective Liability Policy (OCP) shall be written to protect the Town for Bodily Injury and Property Damage with limits not less than those specified above to protect the Town against claims arising from the operations of any subcontractors which the prime contractor employs on a project. To be taken out by a General Contractor on behalf of the Town when the General is using Subcontractors.

14b. New York State Department of Transportation Insurance Requirements.

- The New York State Department of Transportation requires specific insurance requirements to obtain a New York State Department of Transportation work permit. Please contact the regional permit officer at (845)454-3390 for details on their insurance requirements.

15. Required workers' compensation and disability benefits coverage.

Proof of required workers compensation coverage is demonstrated when the following forms are provided:

- Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation Insurance Has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance carrier and/or the Worker's Compensation Board.
- Form DB-155 (Compliance with Disability Benefits Law), may be submitted by self-insured employers under the Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.
- Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer generated certificate of insurance as proof of coverage, in place of prescribed Form C-105.2.

- Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.
- Policies shall name the Town of Poughkeepsie as an additional insured.

TECHNICAL SPECIFICATIONS

Ongoing clean up and weed removal to be performed along Route 9 (from Sharon Drive to Spackenkill Road) and Route 55 (from Burnett Boulevard to the Wappingers Creek) in the Town of Poughkeepsie.

Description: The contractor will provide ongoing clean up of debris and removal of weeds from the median planting beds and median brick pavers on both highways and the sidewalk pavers on Route 55. The work would include the physical removal of weeds and/or spraying herbicides and pruning overgrown plants. Any plants growing over the brick pavers on Route 9 will be pruned so that they do not grow outside of the planting beds. The work includes all labor and material to remove debris and weeds. Debris includes trash, accumulated sand, leaves, dead plants and weed species.

This ongoing work is to be initially accomplished during the month of April on the 30th and repeated monthly on the 15th and 30th thereafter through October. If the weather on the specified days is inclement or that day falls on a weekend or a holiday, the work shall be performed on the next weekday.

The contractor is responsible for obtaining a New York State Department of Transportation work permit. All above work shall be in accordance with all applicable regulations and requirements of the permit. You must provide a copy of the permit to the Town of Poughkeepsie prior to commencing work.

The Contractor shall be responsible to provide traffic maintenance and protection as required by the New York State M.U.T.C.D. to carry out the work as described. The Contractor shall also provide sufficient protection for pedestrian traffic.

If herbicides are used the contractor is responsible for being licensed to apply said herbicide and to follow all laws in force concerning such application. The contractor is required to provide copies of MSDS sheets and application licenses to the town.

Basis of Payment: The monthly item price shall include all material, equipment and labor necessary for described work. There will be eight monthly payments. They will be made at the end of the month for the work completed during the month.

Special Conditions

- a) **Notification** – Prior to all work under this Contract, the Recreation Director shall be notified 48 hours in advance.

- b) **Permits** – The Contractor is responsible to obtain and maintain for the duration of the contract any required permit for the work under this contract..
- c) **Traffic Control** – The Contractor shall be responsible to provide traffic maintenance and protection as required by the New York State M.U.T.C.D. to carry out the work as described. The Contractor shall also provide sufficient protection for pedestrian traffic.
- d) **Herbicide Use** – any use of herbicides requires prior notification and approval by the Recreation Department. Such use will be in compliance with all regulations of the NYS Department of Environmental Conservation including necessary licensing, permits and signage.
- e) **Inspections** – The Town Recreation Department will be making periodic inspections of the work.
- f) **Stop Work** – In the event the Town observes, during its inspection that these rules are not being followed, the Contractor will be ordered to stop the work until proper precautions are in place.

INSURANCE

Prior to execution of the contract, the Contractor shall produce proof of and thereafter maintain at its own cost and expense the following insurance:

1. Statutory Workers' Compensation coverage, in compliance with the Workers' Compensation Law of the State of New York as evidenced by form C-105.2. Waiver of subrogation in favor of the town.
2. Automobile Liability - Insurance on an occurrence basis covering all owned, non-owned, and hired vehicles with limits of not less than:
 - Bodily Injury/Property Damage on a Combined Single Limit Basis of at least \$1,000,000 per occurrence;
 - No Fault Statutory Benefits.
3. Commercial General Liability - Comprehensive General Liability insurance, on an occurrence basis, to protect him from claims for damages for Bodily Injury and for Property Damage with limits not less than:

Bodily Injury and Property Damage	\$2,000,000 each occurrence
	3,000,000 aggregate
	3,000,000 Products/Completed Operations
	Aggregate

The Town of Poughkeepsie shall be covered as an additional insured on a primary and non-contributory basis including for products and completed operations, with waiver of subrogation in favor of the Town of Poughkeepsie and hold harmless provisions in the contract in favor of the Town as to all liability.

4. Catastrophe Excess Liability or Umbrella policies are acceptable in fulfilling the requirements, provided they do not contain restrictions or exclusions of coverage's required under these specifications.

5. Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town Clerk by registered mail, return receipt requested, at the address listed below:

Felicia Salvatore, Town Clerk
Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603

6. Upon receipt of such notice the Town shall have the option to cancel the Agreement without further expense or liability to the Town, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required is maintained continuously throughout the term of the Agreement in form and substance acceptable to the Town. Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

7. All insurance policies referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the Owner.

8. In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security concerning such claims as may be determined by the Town.

VII CONTACT INFORMATION

Tom Meyering CPRP
Park Facilities and Programs Director
O (845) 485-3628 F (845) 485-3616
tmeyering@townofpoughkeepsie-ny.gov

Poughkeepsie Town Hall
One Overocker Road
Poughkeepsie, New York 12603

BID FORM

TO: *The Town Board of the Town of Poughkeepsie.*

FROM: *Legal Company Name* _____

Contact _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

Email: _____

In compliance with your Advertisement for Bids, published in the Poughkeepsie Journal the week of December 3, 2018, Information for Bidders, and technical specifications, the undersigned proposes and agrees as follows:

1. To furnish all the equipment, and incidentals, and to furnish labor and do all the work required, to construct, furnish, and complete the following:

- Item 1 - Mowing of neighborhood parks**

and associated work in accordance with the prices so named in this bid in a worker like manner, in accordance with the plans and specifications, all of which are a part of the contract hereto annexed; and

- To perform additional services as to each item at the rates proposed, if requested by the Owners.**

2. To complete all the work as specified, during the monthly intervals on which this bid is based, after the starting date specified in the Notice to Proceed.

3. To furnish within five (5) calendar days from the date of the request, if identified as the apparent low bidder and if requested by an Owner, a statement of qualifications.

4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.

5. *To comply with the Davis-Bacon Act and other federal labor standards or provisions and to pay New York State prevailing wage rates applicable to this contract.*

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the sites of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done. He/she has examined the plans and specifications for the work and the contract documents relating thereto, has read all addenda furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

If the undersigned fails to proceed to contract, the certified check, which is herewith deposited with the Town Clerk, will be paid to the Town of Poughkeepsie and The Joint Landfill or payment of the bond herewith deposited will be enforced for the benefit of them as liquidated damages for such default; otherwise the check or bond will be credited towards the successful bidders payment and performance bond or returned to the undersigned.

ADDENDA:

The undersigned represents that it is fully familiar with all of the bid documents as well as all addenda thereto as published on www.PoughkeepsieTownRec.com.

- *The bidder proposes to perform Item 1 - Mowing of neighborhood parks and other facilities as required in accordance with the Contract Documents for the two year total sum of:*

_____, \$ _____
(in writing) (and figures)

- *The bidder proposes to perform additional mowing and trimming with necessary equipment for the sum of \$ _____ per hour.*

Dated: _____, 2018

SIGN BID HERE

Authorized Signature *Title*

Print Name

IV CERTIFICATION OF NON-COLLUSION BY BIDDER

The undersigned represents that pursuant to Sections 103-a and 103-b of the General Municipal Law of the State of New York, no person referred to in the attached proposal who is the bidder or who is or was a member, partner, director or officer of the bidding firm or entity under this proposal has refused to sign a waiver of immunity or to answer any relevant questions relating to any transaction or contract with the State of New York, any political subdivision thereof, or any public authority, during the period of five years prior to the date hereof. The undersigned agrees that any contract awarded as a result of this bid may be canceled without penalty upon the grounds set forth in Sections 103-a and 103-b of the said General Municipal Law of the State of New York. The names and addresses of all persons and parties interested in the foregoing bid are as follows:

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; and*
- 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.*

A bid shall not be considered for award nor shall any award be made where 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 therefor. Where 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 political subdivision, public department, agency or official thereof 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.

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.

Authorized Signature _____
Title

Print Name

Legal Company Name _____

V BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS: that

Insert Bidder's Name _____
as Principal; and

Insert Surety's Name (if a bond as opposed to a Certified or Bank check is provided)

as Surety, are hereby held

and firmly bound unto the Town Board, Town of Poughkeepsie, New York in the amount of:

Two Thousand Five Hundred Dollars (\$2,500.00)

for the payment whereof Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ **day of** _____ **2018.**

WHEREAS,

The condition of the above obligation is such that, whereas the Principal has submitted to the Town Board a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the "Median Maintenance" in the Town of Poughkeepsie, New York, as shown and specified in the contract, plans and specifications.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate**
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract Agreement in the form attached hereto (properly completed in accordance with said Bid) and furnish such performance bond and labor and material payment bond as required,**

then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal of Principal if a Corporation)

PRINCIPAL

By: _____

(Corporate Seal of Surety Co.)

(Officer's/Partner's/Individual's) signature

(Officer's/Partner's/Individual's) name printed

(Corporation/Partnership/Individual) name printed

STATE of _____)

COUNTY of _____) ss:

On this _____ day of _____, 201____.
before me personally came _____ to me known and known
to me to be the person described in and who executed the foregoing instrument, and he/she
duly acknowledged that he/she executed the same.

Notary Public, County

No. _____ Term Expires _____