

Town of Copake Highway Department
230 Mt. View Road, Copake, New York 12516

INSTRUCTIONS TO BIDDERS

PRICE: Price shall include demolition of existing gardens, removal and relocation of the memorial path, and installation of beds in accordance to the attached drawings and plant lists. The Town of Copake Highway will assist with disposal of existing plant materials.

TAXES: Purchases by the Town of Copake for its use are not subject to any sales, use, or Federal excise taxes and exemption certificates will be executed upon payment.

AWARD: Award of the bid shall be made by the Town Board of Copake. In cases where two or more responsible bidders submit identical bids as to price, the Contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and materials or items deemed to be best adapted to the uses of the Town of Copake. Failure on the part of the successful bidder to comply with all terms of the Contract and specifications as set forth herein, may result in disqualification of the bidder from future bidding, and/or termination of the Contract. The Town of Copake reserves the right to waive any formalities or reject any and all bids, or to accept any bid which it deems in the best interests of the Town of Copake.

METHOD OF SUBMITTING BIDS: All bids shall be made upon, and in accordance with the forms that contain these instructions to Bidders and the Specifications, which shall be available from the Town of Copake Town Clerk. Bids shall be submitted in sealed envelopes addressed to the Town of Copake 230 Mountain View Road Copake, NY 12516, and shall bear upon the face thereof the name and address of the bidder, clearly indicating that it is a bid for:

Renovation of Gardens at the Copake Memorial Park

SUBMISSION AND OPENING OF BIDS: Bids for consideration must be submitted to the following address and be in the possession of the Town of Copake Town Clerk, 230 Mountain View Road Copake NY 12516, no later than 11:00 AM, Monday August 21, 2023 at which time the bids will be publicly opened and read.

General:

Bidders **MUST** indicate in the appropriate space any items that differ from those specified. Additional pages may be attached to the exception page if necessary.

Bidders **MUST** carefully examine the site of the proposed work and be fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed work. Bidder must verify all measurements. Bidder must carefully read and examine the Agreement, Specifications and other Contract Documents.

PLANS AND SPECIFICATIONS

The plans and specifications are intended to complement each other and any detail or item shown on one, but not the other, shall be assumed to be shown on both and shall be binding as if called for by all. While the plans and specifications are assumed to be complete in all major items and details, it is also assumed that the Contractor is competent and expert in his field; therefore, no effort has been made to show or to specify each and every detail or item required for a complete installation.

Schedule:

The timeline shall be set and coordinated between the Town of Copake Highway Superintendent and the contractor.

INSURANCE

As a condition to the execution of the contract, the Contractor shall provide at his own cost and expense, proof of the following insurance to the Town of Copake, in the form of a Certificate of Insurance:

- (a) Statutory Workers' Compensation coverage, in compliance with the Compensation Law of the State of New York.
- (b) General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The Town of Copake must be listed as additional insured.

WORKERS' COMPENSATION BENEFITS.

This Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

CHANGE IN THE WORK

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The Contractor shall proceed with any such changes,

and same shall be accomplished in strict accordance with the following terms and conditions:

- (a) Change Order shall mean a written order to the Contractor executed by the Owner after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractors performance, or any combination thereof:
- (b) If the Contractor encounters a situation or work for which he believes he is entitled to a change order, he shall give notice by telephone or in person within one business day and shall await instructions before proceeding.
- (c) Any change in the Contract Price resulting from a Change Order shall be determined as follows:
 - (1) By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the written Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the written Change Order.

LABOR STANDARDS

The Contractor and its subcontractors shall comply with all local, State and federal rules, including, but not limited to the Occupational Safety and Health Act of 1970, the Contract Work Hours and Safety Standards Act, and the New York State Labor Law including, but not limited to, the provisions regarding hours of work, posting of notices, deductions in wages, apprenticeship training programs, and maintenance of original payrolls.

Prevailing Wages apply to this contract and any subcontracts hereunder. Copies of prevailing wages list may be provided on request. It is the responsibility of the contractor to ensure all provisions are enforced.

FIRST PAGE OF YOUR BID PROPOSAL

SIGNATURE AND BIDDER IDENTIFICATION PAGE

Clark's Outdoor Services LLC
BIDDER

518-567-4636
TELEPHONE #

P.O. Box 678
ADDRESS

8/21/23
DATE

Eric Clark
TITLE / NAME

[Signature]
SIGNATURE

-----DO NOT WRITE BELOW THIS LINE-----

ACCEPTED

DATE: _____

REJECTED

COMMENTS:

SIGNATURE

SECOND PAGE OF YOUR BID PROPOSAL

NO MODIFICATION

This agreement cannot be changed or modified orally, but only by an agreement in writing signed by both Contractor and Purchaser. This agreement constitutes a New York State Contract.

NON-COLLUSIVE BIDDING CERTIFICATE

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 of 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 bidder or to any competitor; and (3) no attempt has been made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**CONTRACTOR'S ASSURANCE ON
EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned assures the Town of Copake that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The undersigned understands and agrees that the contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the undersigned for future contracts with the Town. The undersigned certifies to the Town of Copake that there is no pending or outstanding decision, ruling or order against it finding the undersigned in violation of the laws against discrimination.

Dated: 8/21, 20 23



SIGNATURE

THIRD PAGE OF YOUR BID PROPOSAL

BID PROPOSAL & EXCEPTION PAGE

Bids **MUST** be submitted in the following form and order:

- Bidder Identification Page
- Non-Collusive Bidding Certificate and Contractor's Assurance on Equal Employment Opportunity
- Bid Proposal & Exception Page

Bidder Name: Eric Clark

Bidder Company: Clark's Outdoor Services LLC

Proposes items as defined in the specification in the amount of: \$ 16,870.00

Additions or exceptions to the written specifications should be included in the space provided below. If additional pages are needed they should be included following this page.

EXCEPTIONS