

TOWN OF NORTH CASTLE

Highway Department

15 Bedford Road
Armonk, NY 10504

Jamie Norris
General Foreman

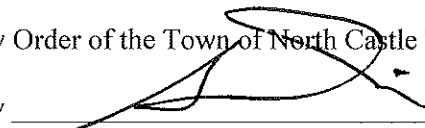
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INVITATION TO BIDDERS TOWN OF NORTH CASTLE HIGHWAY DEPARTMENT

1. Sealed bids will be received by the Town Board of the Town of North Castle, 15 Bedford Road, Armonk, N.Y. 10504 until Monday, April 3, 2017, at 10:00 a.m. INSTALLATION OF PAVEMENT MARKING ON TOWN ROADS IN THE TOWN OF NORTH CASTLE in accordance with the specifications and contract documents on file with the Town Clerk where they may be obtained and examined beginning March 24, 2017.
2. All materials shall meet the New York State Department of Transportation specifications and any other additional Town specifications unless otherwise noted. TRAFFIC PAINT MUST MEET ALL APPLICABLE STANDARDS, REGARDING THE PERCENT OF VOCs (VOLATILE ORGANIC COMPOUNDS), as directed by the USEPA, NYSDH and NYSDOT for architectural paints to be used in the New York Metropolitan area (Westchester County). Further the paint shall meet the criteria for the NYSDOT as expressed under the current State Contract for Traffic and Pavement Marking Paint.
3. All bids must be enclosed in a sealed envelope marked "Bids for Installation of Pavement Marking on the outside and submitted before April 3, 2017, to the Town Clerk. All bids shall be read aloud.
4. In awarding the bids, the Town Board will take into consideration the availability of materials due to plant location.
5. Every bid must be accompanied by a Certificate of Non-Collusion. Successful bidder may be required to furnish acceptable Surety Bond guaranteeing the faithful performance of his contract.
6. The Town Board reserves the right to reject any or all bids, to accept any bids or to waive any formality in the proposal, as deemed in the best interest of the town.

By Order of the Town of North Castle Town Board

By


Alison Simon, Town Clerk

DATED: March 20, 2017

NOTE: Publish once and send one affidavit of publication.

CC: Journal News.

INSTRUCTIONS AND GENERAL CONDITIONS

1. Each bid must be in a sealed envelope and addressed to
Alison Simon, Town Clerk, Town of North Castle, 15 Bedford Rd.
Armonk, New York 10504.
2. Each bid shall have endorsed on the envelope the name and address of bidder, date, time and subject of bid opening. In order to be valid, all bids must be properly signed and received by the town by the time and date specified.
3. Each bid must have a completely executed Non-Collusion Certificate attached to same.
4. Each bid must be accompanied by bid security in the form of a bid bond or certified check payable to the Town of North Castle in the amount of not less than 5% of bid, if applicable.
5. All bids must be priced per unit specified in the bid specifications. Quotation to be indicated on bid forms supplied by Town.
6. The Town reserves the right to reject any or all bids or any portion thereof.
7. Any deviation from specifications shall be clearly stated and fully explained by accompanying circulars and specification sheets. The town reserves the right to accept approved equals.
8. Purchases by the Town are NOT SUBJECT to any Federal, State or Local Taxes. Exemption Certificate will be furnished upon request.
9. Failure to deliver within the specified time may be cause of cancellation of the order and/or removal of bidder's name from bidder's list.
10. All deliveries are to be made to the Town of North Castle Garage.
11. The bid shall be signed by a duly authorized person representing either a corporation, unincorporated business or a partnership.
12. All items furnished under bid shall be delivered and erected under fully warranty for a minimum of 12 months on unit and all related equipment. If, during this period, repairs and/or replacement or assemblies become necessary, such repairs and replacements shall be made or caused to be made by the contractor at no cost to the Town of North Castle.

BID FOR
INSTALLATION OF PAVEMENT MARKING ON TOWN ROADS
IN THE TOWN OF NORTH CASTLE
GENERAL INFORMATION

INTENT

It is the intent of these specifications to provide centerline markings for specified Town roads. All centerline marking shall be by Type I yellow double 4" line with glass beads as further specified herein. A second option is also to be bid upon. The installation of a single 4" white sideline with glass beads shall be bid for, on a unit price per linear mile. The Town does not guarantee that they shall actually purchase a number of linear miles of this item, but all purchasing of this item shall be from the awarded contractor. The specifications listed are minimum acceptable requirements. Where trade names are referenced to, they are not necessarily meant to be restrictive. Rather, they are meant to be construed as reference specifications. Bidders are advised that these specifications are meant to be applied to other specifications, but may be considered, only if they are deemed to be "or equal" upon rigid comparison and analysis by the Town. It must be noted that any submission of bids wherein specifications are less than the requirements set forth may be immediately rejected without further consideration. The Town may, at any time, call back awarded contractor to strip 1 or more miles of road.

BID

Bids submitted shall remain in effect for a binding period of one (1) year after the date of the award of bids. A bidder may withdraw in writing after forty-five days or after the contract is awarded to another bidder.

PRICE

The unit price bid shall be per linear mile of pavement marking, double 4" Yellow Type 1 (cold) lines with glass beads. Payments shall be prorated for portions of a mile to the nearest (.01) hundredth of a mile. It is also the intent of the town to reline on a bi-annual basis. Prices shall remain in effect for a period of one year from date of award of bid.

METHOD OF AWARD

The General Foreman of Highway and the Town Board reserve the right to reject any or all bids, to accept any bid or to waive any formality in the proposal, as deemed, in the best interest of the Town.

DELIVERY & PREPARATION

The Town of North Castle Highway Department shall mechanically sweep any road requiring sweeping immediately prior to the marking of the pavement.

INFORMATION TO BE FURNISHED WITH BID

Bidders must submit with bid, in duplicate, detailed specifications, circulars, dimension prints and all other necessary data on materials he proposes to furnish; or bid may be rejected. The bidder must state any exceptions. The Town, however, reserves the right to request any additional information deemed necessary (including but not limited to SAMPLES) for the proper evaluation of bids.

GUARANTEE WITH BID

The bidder guarantees that the material offered is all phases of application methods or exceeds all standards specified herein.

ACCEPTANCE

Before acceptance of the materials to be furnished under this bid, the General Foreman of the Highway Department shall have the right to inspect and test the materials to ascertain that all requirements of the specifications and this notice have been fully complied with and that the items are proper and complete in every respect and in perfect condition. It is understood and agreed that the General Foreman of the Highway Department shall have the right to make such test by actual use of the materials. In the event of disapproval or rejections by the General Foreman of Highway of any of the materials or items furnished under this contract, the Bidder shall make such substitutions or replacements, as are necessary, in order to make the material proper and complete in every respect to the satisfaction of the General Foreman of Highway. All such replacements to be at the expense of the bidder.

QUALIFICATIONS OF BIDDER

No bid will be considered unless the firm submitting the bid can meet the following conditions: That it has in operation, equipment adequate for the installation of the items it proposes to furnish.

NON-COLLUSION CLAUSE

The bid proposal shall be accompanied with a non-collusion clause prepared and signed.

EXCEPTIONS TO THE SPECIFICATIONS

If the proposal offered differs from the provisions contained in the specifications, then such difference must be explained in detail on sheets attached to the proposal. If such deviations do not constitute material deviations from the Towns specifications and meet the intent of these specifications and are in the best interest of the Town, the proposal will receive careful consideration.

GENERAL REQUIREMENTS

The specifications, requirements, terms, conditions, and obligations hereunder form a part of and are included under the various items of the contracts. The contractors shall provide, in the contract prices for the various items, the cost of all labor, materials, supplies, tools, appliances, equipment, transportation and incidentals necessary to perform the work and comply with all the requirements hereunder. All materials or services specified must conform to the most recent revision of the NYSDOT standard specifications.

SUPERVISION/DIRECTION

The Town shall provide an inspector who shall supervise and advise the contractor during the actual performance of the marking.

TOWN OF NORTH CASTLE
15 Bedford Road
Armonk, NY 10504

BID OPENING: April 3, 2017
10:00 am

BIDDER'S PROPOSAL FOR PAVEMENT MARKING ON TOWN ROADS

TRAFFIC PAINT MUST MEET ALL APPLICABLE STANDARDS REGARDING THE PERCENT OF VOCS (Volatile Organic Compounds), as directed by the USEPA, NYSDH, and NYSDOT for architectural paints to be used in the New York metropolitan area (Westchester County). Further, the paint shall be the criteria for the NYSDOT as expressed under the current State Contract for Traffic and Pavement Marking Paint.

NOTE: Whenever a unit price in figures differs from the same price as stated in words, the price written in words will be the bid.

ITEM #ITEM WITH UNIT PRICE WRITTEN IN WORDS		UNIT PRICE IN FIGURES
1	4" Double Yellow Centerline with Glass Beads Type 1 (cold) per linear mile WRITTEN _____	\$ _____
2	4" Single White Sideline with Glass Beads Type 1 (cold) per linear mile WRITTEN _____	\$ _____
TOTAL COMBINED DOLLAR AMOUNT OF 4" DOUBLE YELLOW AND 4" SINGLE WHITE WILL BE AWARDED. TOTAL		\$ _____

All bids must be enclosed in a sealed envelope plainly marked "Bids for Pavement Markings" April 3, 2017 at 10:00 am, on outside of the envelope.

All bids as awarded will be binding for a period of one year from date of award of bid.

Town Board reserves the right to reject any or all bids. Bids shall be opened and read aloud on April 3, 2017 at 10:00 at Town Hall, 15 Bedford Road, Armonk, NY.

A non-collusion bidding certificate and bid bond or certified check for no less than 5% of total bid must be included. If a price in words differs from a price written in figures, the one written in words shall be considered the bid price.

DATED _____

BIDDER'S SIGNATURE _____

NAME PRINTED _____

TITLE _____

COMPANY _____

ADDRESS _____

TELEPHONE _____



TOWN OF NORTH CASTLE
15 Bedford Road ~ Armonk, NY 10504
(914) 273-3321
www.NorthCastleNY.com

Minimum Insurance Requirements for Town of North Castle
(adopted by Town Board July 25, 2012)

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).

K. Coverage for athletic participants must be included if renter is an athletic team or league.

- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
 - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) Umbrella Liability, with limits of no less than \$3,000,000 Each Occurrence/\$3,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 9) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 10) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract
- 11) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.
- 12) If applicant is applying for an Alcohol permit from the Town Board, the certificate of Insurance must also include Liquor Liability coverage as follows: If a fee is not being

charged to those attending the applicant's event, "Host Liquor Liability" coverage must be provided at the same limits indicated in 1) above or, if a fee is being charged to those attending the applicant's event, "Liquor Law Liability" coverage must be provided at the same limits as indicated in 1) above.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.



TOWN OF NORTH CASTLE
15 Bedford Road ~ Armonk, NY 10504
(914) 273-3321
www.NorthCastleNY.com

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return to:

Town of North Castle, Town Clerk's Office
15 Bedford Road
Armonk, NY 10504

TOWN OF NORTH CASTLE, 15 BEDFORD ROAD, ARMONK, N.Y. 10504

NON-COLLUSION 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 in this bid have been arrived at independently without collusion, consultation, 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 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.

SIGNATURE.....

NAME

PRINTED.....

TITLE.....

COMPANY.....

ADDRESS.....

.....

TELEPHONE.....

DATED.....

PREVAILING WAGE RATES

Prevailing Wage Scales, as prepared by New York State Labor Department, are included herein and the Contractor is hereby bound to pay all labor on this project at rates no less than these.

Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor or any other person about or upon the work contemplated by the service agreement shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor is included herein.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the service agreement to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole of any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.