



ANNE CURRAN
Town Clerk

TOWN OF NORTH CASTLE

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Armonk, New York 10504

Established 1736

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REQUEST FOR PROPOSAL

Replacement of Eagle

Town of North Castle
Westchester County, New York
September 10, 2013

The Town of North Castle wishes to receive proposals from those firms with the expertise to completely remove and re-construct the "Eagle" located in the Hamlet of Armonk. If you have received a copy of this Request, it is due to your firm having previously expressed an interest in this project.

1.0 INTRODUCTION

Since initially constructed more than 20 years ago, the "Eagle" has become a landmark of sorts and is now synonymous with the Town of North Castle and the Hamlet of Armonk. It is currently constructed of plywood on a wooden framework and has become in disrepair due to age and weather conditions.

The Town of North Castle is seeking firms interested in and capable of completing a project of this nature. As formatted, the bid will be for the entire replacement and reconstruction of the Eagle and supporting structure. The Eagle shall not be constructed of plywood, rather it shall be constructed with an alternate material, such as aluminum, fiberglass, steel, etc., created to the dimensions indicated on the referenced Soka drawing.

The Town will be assessing the cost of the project verses the life expectancy of the material selected. Therefore, feel free not to provide a bid price for any material that you are not familiar with or that you have no wish to provide. Each proposal will be based upon its own merits and will be compared to that of similar materials used.

2.0 DESCRIPTION OF PROJECT

It is the intent of the Town of North Castle to reconstruct the "Eagle" to the same dimensions as it is at this time. All interested persons wishing to bid on this project shall include in their price all work that is necessary to remove and dispose of the existing "Eagle" and supporting structure, as well as the fabrication, construction and installation of the new "Eagle" and support structure. Also, included in the price will be the painting of the finished product; the colors will be selected by the owner at the time of award.

Alternative materials that will be considered include aluminum, fiberglass and steel. If steel is to be proposed, it shall be treated with a weathering surface such as the trade name "cor ten". Galvanized steel will not be considered. If fiberglass is to be proposed, consideration shall be given to any additional backing support system required to provide sufficient structural integrity. In addition, consideration must be given to the ability of the existing wooden poles to support the alternate materials.

The Town also seeks proposals for alternate support methods. Currently two telephone poles are in use. The Town wishes to increase the aesthetic component of the support structure, and will consider proposals such as flagpoles, steel columns, steel framework, etc., for support structures.

In preparing a proposal in which alternate materials will be utilized, you will be required to include within your bid, the specifications of all that will be incorporated into the project. Some of the particulars that will be of importance will be the gauge of the metal used (or in the case of fiberglass, its thickness), or any particular aspect of the work that will be required to facilitate the completion of the project.

All interested persons wishing to bid on this project shall also include in their price an alternative option for all work that is necessary to remove and safely store the existing "Eagle". The support structure shall be removed and properly disposed of. The "Eagle" shall be dismantled in appropriately sized sections, palletized and prepared for temporary storage at a location in the Town to be determined by the Owner at the time of award. The "Eagle" shall be removed and stored in a manner that will permit the safe handling, delivery and reassembly at an alternate location in the future.

3.0 SCOPE OF SERVICES

Your proposal shall consist of a lump sum bid which will include the cost of all labor, material, tools and equipment necessary to complete the following phases of the project:

- Demolition - Complete removal and disposal of the “Eagle” and existing support structure. All material generated from the demolition shall become the property of the contractor and shall be properly and legally disposed of.
- Fabrication - Under your proposal, you shall include all work, material and equipment necessary to recreate the “Eagle” to that of its present dimensions. At the contractor’s option, you may use either the existing “Eagle” as a template or the original design drawings.
- Construction - Installation of the reconstructed “Eagle” in its final location inclusive of the proposed supporting structure, mounting hardware and foundation for a complete system.
- Painting - Upon selection of the color(s), the contractor shall be required to protect the work with a minimum of two (2) coats (excluding the primer) of an exterior grade flat enamel paint on all exposed surfaces. The paint shall be compatible with the finish surface of the alternative. Any special consideration to finishes or color injection in the case of aluminum or fiberglass shall be considered. Obviously, painting of the cor ten steel alternative is not under consideration.
- Cleanup - The area of work shall be completely restored upon completion, including but not limited to the removal of all construction debris and the restoration of grass areas. The contractor shall coordinate the protection of existing planting beds at the base of the “Eagle” with the Town. If desired, the contractor may remove and temporarily store existing plants at an area designated by the Town for replanting upon completion of installation.
- Alternative Storage - Under your proposal, you shall include all work, material and equipment necessary to remove and safely store the existing “Eagle” and remove and properly dispose of the support structure. The “Eagle” shall be dismantled in appropriately sized section, palletized and prepared for temporary storage in

a manner that will permit the safe handling, delivery and reassembly at an alternate location in the future.

• Estimated Cost - The bid price shall be based upon the above requirements and shall be a lump sum bid for each alternative. Said price shall include all labor, material, tools and equipment necessary to complete the work, inclusive of all insurances and bonding.

You may also prepare a bid to complete the work utilizing alternate materials of the contractor's choice. Alternate bids shall include specifications of the materials being proposed, as well as any material guarantees that the manufacturer provides.

List any potential expenses for which you may seek reimbursement for what falls beyond the work specified and the usual cost for each.

Include an explanation of the payment schedule for the work to be performed under the proposal.

Provide a schedule outlining the time of completion of the work by category (i.e., demolition, fabrication, construction and cleanup).

Provide a list of any similar project that may have been undertaken and/or references from previous customers.

4.0 INSURANCE

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.

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**

5.0 SUBMISSION

Please provide three (3) copies of your proposal by 12noon, October 4, 2013 to:
Office of the Town Clerk, Town of North Castle
15 Bedford Road, Armonk, New York 10504

Direct all correspondence or questions regarding the proposal to Joan Goldberg, Town Administrator, (914) 273-7305.

EAGLE REPLACEMENT PROPOSAL SHEET			
Description	Quantity	Unit	Cost
Fiberglass	NEC	LS	
Aluminum	NEC	LS	
Steel	NEC	LS	
Other	NEC	LS	
EAGLE STORAGE ALTERNATIVE			
Description	Quantity	Unit	Cost
Eagle removal and storage	NEC	LS	