

**2022 Highway Materials Bid Notice**  
**LEGAL NOTICE**

**NOTICE TO CONTRACTORS:**

Notice is hereby given that the Town Board of the Town of Clinton invites sealed proposals for the furnishing of the following road materials: culvert pipe, crushed stone, gravel, sand for snow and ice control, Kotal mix, snow plow and grader blades, bituminous concrete hot and cold mix, lite stone fill, liquid calcium, oil for roads and NYSDEC Petroleum Bulk Storage Compliance Inspections/ Services. Quoted bid prices are locked-in for the duration of the contract and not subject to change for any reason including fluctuations in the market.

All such sealed bids must be received by the Town Clerk of the Town of Clinton at the Clinton Town Hall, 1215 Centre Road, Rhinebeck, N.Y. 12572 by Monday, December 6, 2021 at 10:00 am. The winning bids are being awarded at the Town Board meeting on December 14, 2021 to the lowest responsible bidder whose bid shall have been filed in conformity with this notice provided that the Town Board reserves the right to reject all bids and advertise anew, if, in the judgment of said Board it is in the best interest of the Town to do so.

By order of the Clinton Town Board  
Dated: November 9, 2021  
Carol Mackin  
Clinton Town Clerk

**TOWN OF CLINTON  
HIGHWAY MATERIAL BID FORMS**

**2022 HIGHWAY MATERIALS BID: Sealed bids due Tuesday, December 6, 2021**

Sealed bids must be received in the Town Clerk's office no later than 10:00 AM on Monday, December 6, 2021. The Town Board reserves the right to accept or reject any or all bids.

Section 103-d of the General Municipal Law requires that every bid or proposal made to a political subdivision, or any public department, agency, or official, where competitive bidding is required by statute, rule, regulation or local law to contain a non-collusion bidding certification.

**NON-COLLUSION BIDDING CERTIFICATION**

in the following form:

A. 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 their 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 a bid for the purpose of restricting competition.

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

BY \_\_\_\_\_

TITLE \_\_\_\_\_

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The Town Highway Superintendent reserves the right to inspect and test materials. Substandard materials will be rejected if they contain more than 5% of any deleterious matter.

The Town will purchase materials only from bidders with the lowest composite or total cost to the Town.

The Town of Clinton Highway Department reserves the right to order and purchase from an alternate contract supplier if a designated contract supplier is unable to supply the specified materials required by the Town on any particular day or within any particular or specified time frame.

A permit from the New York State Department of Environmental Conservation is required. Enter mining number for proposed source of materials. Permit # \_\_\_\_\_



**Town of Clinton  
1215 Centre Road  
Rhinebeck, N.Y. 12572**

**The Town Board of the Town of Clinton requests bids on the following Highway Materials for the year 2022.**

**SCREENED SAND, SCREENED GRAVEL (ITEM #4), ROB GRAVEL, TAILINGS, 3/8" WASHED STONE, 3/4" STONE AND 1/4" WASHED STONE ARE TO BE BID IN TONS ONLY.**

	F.O.B Per Ton	DELIVERED
Screened Sand (ice control)	_____	_____
Screened Gravel (Item #4)	_____	_____
R. O. B. Gravel	_____	_____
Tailings	_____	_____
3/8" Washed Stone	_____	_____
3/4" Stone	_____	_____
1/4" Washed Stone	_____	_____

	F.O.B. PLANT Per Ton	DELIVERED
Crushed Bluestone (1s & 2s)	_____	_____
Bituminous Concrete, Hot	_____	_____
Bituminous Concrete, Cold	_____	_____
Lite Stone Fill (4" - 10")	_____	_____
3/8" Washed Stone	_____	_____
3/4" Stone	_____	_____

Legal Name of Person, Firm or Corporation

BY \_\_\_\_\_

TITLE \_\_\_\_\_

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**Town of Clinton  
1215 Centre Road  
Rhinebeck, N.Y. 12572**

**The Town Board of the Town of Clinton requests bids on the following  
Culvert Pipe for the year 2022**

	ASPHALT COATED. PER FOOT	HDPE HIGH DENSITY POLYETHYLENE CORRUGATED PER FOOT
12"	_____	_____
15"	_____	_____
18"	_____	_____
24"	_____	_____
30"	_____	_____
36"	_____	_____
48"	_____	_____

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\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

BY \_\_\_\_\_

TITLE \_\_\_\_\_



**Town of Clinton  
1215 Centre Road  
Rhinebeck, N.Y. 12572**

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### **NYSDEC PETROLEUM BULK STORAGE COMPLIANCE WORK**

To complete the monthly/quarterly/annual NYSDEC Petroleum Bulk Storage Compliance Inspections and Services for 2021 as required for DEC Regulated Petroleum Products:

**One 1000-gallon gasoline tank**

**One 2000-gallon diesel fuel tank \*\***

**Heating Oil Tanks:**

- Two 500-gallon each oil tanks in Highway garage
- One 500-gallon oil tank behind the Old Highway garage

**Other Petroleum Products:**

- Motor Oil
- Gear Oils
- Hydraulic Oils
- Petroleum Greases (including axle, engine and gear greases)

**\*\* Diesel fuel tank NOT double walled; located in containment area. All other fuel tanks are double walled tanks.**

**BID:** \_\_\_\_\_

**Please provide proof of liability insurance, disability insurance and workers compensation certificate with bid.**

Legal Name of Person, Firm or Corporation

BY \_\_\_\_\_

TITLE \_\_\_\_\_

# INSURANCE REQUIREMENTS FOR PROVIDING PROFESSIONAL SERVICES

## Page One of Three

\_\_\_\_\_ (Insert name of Professional) (hereinafter referred to as the "Professional") shall maintain at a minimum the following insurance giving evidence of same to Town of Clinton on **the form of Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days' notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at Town of Clinton discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All policies shall maintain in full force and effect and uninterrupted during the term of this Agreement and for three (3) years from the termination of the Professional's services under this Agreement. With respect to any "claims made" policies, any retroactive date must be earlier than the commencement date of the work under this Agreement. If any of the Insurance Policies written on a "claims made" basis are cancelled or non-renewed for any reason, then the Professional shall obtain, at its own cost and expense, Extended Reporting Period Coverage, AKA "Tail Coverage", for a period of no less than three years, which shall cover any and all claims relating to, or arising out of acts, omissions or events that took place during the term of this Agreement. Any failure to procure and/or maintain the types and level of insurance required of this Agreement constitutes a material breach of this Agreement and subjects the Professional to liability for damages, indemnification and all other legal remedies available to the Town of Clinton. All subcontractors must adhere to the same insurance requirements the Professional must adhere to.

### I. WORKER'S COMPENSATION AND NYS DISABILITY

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employer's liability – unlimited Waivers of Subrogation

### II. COMMERCIAL GENERAL LIABILITY

Coverage	Occurrence - 1988 ISO or equivalent
Limits	General Aggregate \$2,000,000 Products-Comp/Ops Aggregate \$2,000,000 Personal & Advertising Injury \$1,000,000 Each Occurrence \$1,000,000 Fire Damage (Any one Fire) \$ 50,000 Medical Expense (Any one Person) \$ 5,000

Additional Insured	Town of Clinton, appointed and elected officials, employees and volunteers using ISO form CG2026 or equivalent
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Mandatory	* Contractual Liability to extend to the Hold Harmless • Primary Additional Insured • Waiver of Subrogation
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# INSURANCE REQUIREMENTS FOR PROVIDING PROFESSIONAL SERVICES

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## III. AUTOMOBILE INSURANCE

Coverage	Standard New York policy insuring all owned, hired, and non-owned vehicles
Limits	Minimum Limit - \$1,000,000 CSL
Additional Insured	Town of Clinton , appointed and elected officials, employees and volunteers

## IV. UMBRELLA LIABILITY

Coverage	Umbrella or Excess form providing excess of General Liability, Automobile liability
Suggested Minimum Limit	\$1,000,000
Additional Insured	Town of Clinton, appointed and elected officials, employees and volunteers

## V. PROFESSIONAL LIABILITY

Coverage	New York State Approved Form
Minimum Limit	\$1,000,000 Each Occurrence / \$2,000,000 Annual Aggregate
Preferred Limit	\$3,000,000 Each Occurrence/\$3,000,000 Annual Aggregate
NOTE:	Limit can be made up of a primary and excess policy.
If Possible:	
Additional Insured	Town of Clinton, appointed and elected officials, employees and volunteers



**INSURANCE REQUIREMENTS PROVIDING PROFESSIONAL SERVICES**

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**VI. INDEMNIFICATION/HOLD HARMLESS:**

To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the Town of Clinton and its board members, officers, agents, employees successors and assigns (collectively hereinafter referred to as the "Indemnified Party") from and against any and all claims, suits, actions damages and liabilities including reasonable attorney's fees and costs sustained by the Indemnified Party arising directly or indirectly as a result of the negligent acts or omissions, recklessness, or willful misconduct of the Professional, or its employees, agents, contractors or subcontractors. Liabilities subject to the duty to indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgements; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorney's fees and court costs. The Professional shall have no obligation to indemnify where such liabilities are by the sole active negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then the Professional's indemnification obligation shall be reduced in proportion to the established comparative liability.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Professional's Signature

\_\_\_\_\_  
(Please Print Name and Title)