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**REQUEST FOR PROPOSAL  
TOWN OF CLINTON, NEW YORK  
LIBRARY HANDICAP RAMP  
ENTRY IMPROVEMENT PROJECT**

**CONTRACT BID PACKAGE**

**PREPARED FOR:**

**TOWN OF CLINTON  
1215 CENTRE ROAD  
RHINEBECK, NEW YORK 12572**

**CPL #14968.00008**

**February , 2023**

**PREPARED BY:**

**CPL ARCHITECTURE, ENGINEERING & PLANNING  
26 IBM Rd.  
POUGHKEEPSIE, NY 12601**

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## **NOTICE TO CONTRACTORS**

Bids are sought and invited by the Town of Clinton, NY for the Library Handicap Ramp and Entry Improvement Project located at the Town Hall complex 1215 Centre Road, as set forth in the plans prepared by CPL Architecture, Engineering & Planning, 26 IBM Road, Poughkeepsie, New York 12601.

Bids will be received by the Town Clerk of the Town of Clinton, Town Hall, 1215 Centre Road, Rhinebeck, NY 12572, until 10:00AM on March 2, 2023, at which time and place they will be publicly opened and read aloud, with the contract being awarded as soon as practicable thereafter.

Copies of the Bid Documents may be obtained through Empire Bid Net or on the Town of Clinton Website (<https://www.townofclinton.com>), on or after February 7, 2023.

No bid will be accepted unless a signed Certification of Non-Collusion is submitted with the bid.

The completion date is 90 days from Notice to Proceed. The Town Board is expected to award the contract at the March 14 Town Board meeting. Notice to Proceed is issued after signed contracts and bonds are approved by the Town. See Instructions to Bidders for additional information on completion dates.

The Clinton Town Board expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids, or to award on any or all items, as the interest of the Town may appear to require.

No bidder may withdraw his/her bid within forty- five (45) days after the actual date of the bid opening.

By order of the Town Board, Town of Clinton, New York.

By: Carol Mackin  
Town of Clinton Town Clerk

## **INSTRUCTIONS TO BIDDERS**

### **1. Components of Bid Package**

Contained herein are the components of the bid package for the Clinton Library Handicap Ramp and Entry Improvement Project. All bidders will take notice, review, and complete these components in order to offer a bid for the work.

The components are:

- Instructions to Bidders
- Insurance Requirements
- Bid Form
- Certification of Non-Collusion by Bidder
- Contract Agreement
- Prevailing Wage Rates

### **2. Scope of Work**

The following is a general limited description of the scope of work for the project. Contractors shall visit the site and be familiar with all aspect of the work and include costs as necessary to meet the intent of the plans.

- Coordination with Town and Library staff on managing work during library hours. Residents can temporarily use Town Hall entrance to access library facilities.
- Selective demolition and disposal of landscaping and existing library entryway porch
- Protection and safety of work area during working and non- working hours
- Installation of concrete footings and flatwork to support new deck
- Installation of new deck and railings per plans
- Installation of new entryway, stairs, and concrete slabs
- Installation of automatic entry door and associated wiring

### **3. Qualifications of Bidders**

The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will promote the public interest. To assist the Town in determining whether the apparent low bidder meets

this standard, the Town reserves the right to require the apparent low bidder to submit the following:

To furnish the Town within 5 calendar days from the date of the request, a statement containing the following:

- (a) a description (including project name, location, and owner) of any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five (5) years,
- (b) a current detailed financial statement showing assets, liabilities and net worth, net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three (3) years,
- (c) a list of the officers and principals of the bidder's legal entity, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (d) a description of any projects which the bidder or his predecessors failed to complete or any litigation in which the bidder has been involved in the previous three (3) years, including a list of project names, locations, and owners,
- (e) a list and description of all contracts completed by the bidder within the previous three (3) years,
- (f) a list of at least three (3) project references (including project names, locations, owners, contact persons, and telephone numbers) which included work similar in scope, complexity, and material value as this proposed project.

#### 4. Preparation and Submission of Bids

Prepare the bid on the official Bid Form included in these documents. Fill in all blank spaces legibly. The Bid Form must contain an original signature: Any bids received after 10:00AM on March 2, 2023 will not be opened. Bids may be submitted via the following:

- o By mail PO Box 208 Clinton Corners, NY 12514
- o By Fed EX 1215 Centre Road (County Rte. 18) Rhinebeck, NY
- o By email – [townclerk@townofclinton.com](mailto:townclerk@townofclinton.com)

#### 5. Completion Date

The completion date is specified as 90 days from Notice to Proceed. It is expected the Town Board will award the contract at the March 15 Town Board meeting. Notice to proceed is not issued until contracts, bonds and insurance

are approved by the Town. Depending on availability of materials in the current market, the schedule can be flexible and negotiated to accommodate bidders.

## 6 Prevailing Wages

The Contractor awarded the Library Handicap Ramp and Entryway Improvement Project shall be required to comply with the Davis-Bacon Act and other federal labor standards or provisions unless an exemption is obtained. Wage Rates are provided by the New York State Department of Labor website (see link in Bid Manual). The Contractor will be responsible for compliance with the NYS DOL prevailing wage rates. Certified payrolls will be required with each request for payment application. If contractor is exempt from prevailing wages as sole proprietor provide a copy of State exemption form.

## 7. Waste Disposal

The contractor is responsible for disposal of all waste material generated by the work including disposal of existing heating units.

## 8. Work During Business Hours

The contractor is advised that the Town of Clinton Library will be occupied during the course of the work. The contractor must be able to schedule the work to not interrupt library activities and shall take all precautions to ensure safety to employees and visitors during the workday. All work shall be secured at the end of the workday. Access to the Library will be provided through the adjacent Town Hall.

## 9. Submittals

Submittals for all materials will be required to be approved by the Town Engineer prior to ordering materials.

## 10. Insurance

The Town's Insurance carrier has developed specific insurance requirements for Town construction projects and are included with the Bid Manual. By submission of the Bid the Contractor acknowledges they are able to provide the requested insurance. The successful bidder will provide the Indemnification/Hold Harmless Agreement with the signed contract.

11. Basis of Payment

The Contractor will be paid on calendar month basis upon the submission of payment application to the Town Engineer's office for the work completed. Approved payment requests shall be submitted by the Town Engineer by the first of each month to be considered for payment approval by the Town Board on the second Tuesday of each month.

12. Final Payment

a. Within thirty (30) days after receiving notice from the Contractor of completion of all the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this contract, the Town Engineer will cause a final inspection to be made for approval of all the work done under this contract. If upon such inspection the Town Engineer determines that no further work is to be done, the Owner will issue a Certificate of Completion to the Contractor for the work done under this contract.

b. As a condition precedent to receiving final payment, the Contractor shall submit AIA forms (or similar) G706 Contractor's Affidavit of Payment of Debts and Liens, G706A Contractor's Affidavit of Release of Liens, and G707 Consent of Surety Company to Final Payment.

c. The Owner will, not later than thirty (30) days after the final acceptance of the work under this Contract, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and the amount to be retained pursuant to the sixty (60) day period of maintenance. It is mutually agreed; that all prior payment having been based on estimates made solely to enable the Contractor to prosecute the work advantageously, the final payment will be subject to such corrections as may be found necessary to bring the total payments into agreement with the contract price.

13. Allowance

The Bid Form includes a \$5,000 Allowance for incidental or unanticipated work items. Use of the Allowance can only be used with approval by Town Engineer.

14. Site Visit/Bid Questions

Contractors shall visit the site to be familiar with the project. Questions

regarding the bid shall be directed to the Town Engineer Peter Setaro by email at [psetaro@cplteam.com](mailto:psetaro@cplteam.com) no later than close of business on March 1, 2023. If necessary, an Addendum will be issued to all bidders via Empire Bid Net.

15. Bonds

Performance, Labor, and Material Payment, as well as Maintenance bond will be required for this project. Performance, Labor, and Material Payment bonds shall be in the amount of 100% of the contract bid price.

A one-year Maintenance Security will be required from Date of Substantial Completion. Security can be in the form of an acceptable bond approved by the Town Attorney or a certified check in the amount of 20% of the Contract Bid Price.

Note: All bonds will be reviewed by the Town Attorney.



**Town of Clinton**  
**Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**  
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The CONTRACTOR shall maintain at a minimum the following insurance giving evidence of same to the TOWN **on the Acord form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide 30 days’ notice of cancellation, non-renewal or material change. C105.1 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability.** The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Town of Clinton’s discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

**Certificate Holder for all policies:** **Town of Clinton**  
1215 Centre Road  
Rhinebeck, NY 12572

**Description Box to read:**

**Town of Clinton**, all elected and appointed officials, employees and volunteers of the Town, are included as additional insureds per the General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

**I. Workers Compensation**

Coverage	Statutory
Extensions	Voluntary Compensation
	Employers Liability – Unlimited in the State of New York
	Waiver of Subrogation in favor of <b>Town of Clinton</b>

**II. New York State Disability and Paid Family Leave**

Coverage	Statutory New York State Benefits
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**III. Commercial General Liability**

Coverage and Limits	Occurrence – ISO Form CG2001 10-01 or Equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Damage to Premises Rented To You \$ 100,000
	Medical Expense \$ 5,000

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**III. Commercial General Liability - continued**

Additional Insured	<b>Town of Clinton, all elected and appointed officials, employees and volunteers, using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage on a primary and non-contributory basis.</b>
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Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

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**IV. Pollution Liability:** If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor's Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement

**V. Automobile Insurance**

Limit

\$1,000,000. Combined Single Limit

Additional Insured

**Town of Clinton, all elected and appointed officials, employees and volunteers, engineers, appointed professionals and consultants** on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

**VI. Umbrella Liability**

Coverage

Umbrella Form or Excess Follow Form of primary general liability and auto liability

Limit

\$5,000,000.

Additional Insured

**Town of Clinton, all elected and appointed officials, employees and volunteers, engineers, appointed professionals and consultants** on a primary and non-contributory basis.

**Town of Clinton**  
**Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**  
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**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **Town of Clinton**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, on account of personal injury, death or property loss to the **Town of Clinton**, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of **Town of Clinton**. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

**The indemnification** provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
INDEPENDENT CONTRACTOR/VENDOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

## **BID FORM**

TO: The Town Board of the Town of Clinton.

In compliance with your Notice to Contractors, published in the \_\_\_\_\_ dated \_\_\_\_\_, the undersigned, \_\_\_\_\_ proposes and agrees as follows:

1. To furnish all the materials and services for the Town of Clinton Library Ramp and Entry Improvement Project in accordance with the prices so named in this bid in a workerlike manner, in accordance with the specifications, all of which are a part of the contract hereto annexed.
2. To complete the project within 90 days of issuance of the Town's Notice to Proceed. See Instructions to Bidders for additional information on completion date flexibility.

The Notice to Proceed shall be issued by the Town Board. It is anticipated that this will occur on or about one week after bid opening date.

The undersigned further acknowledges that he/she are able to provide the insurance required and sign the Indemnification/Hold Harmless Agreement. All the costs for insurance are included in the Bid Price.

3. To furnish the Town within 5 calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a Statement of Qualifications as described in Article 3 of Instructions to Bidders.
4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the specifications and informed himself/herself fully regarding all conditions pertaining to the materials and services required. He/she has examined the specifications for the materials 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.

ADDENDA:

Receipt of the following addenda (if any) is hereby acknowledged:

	<u>DATE</u>	<u>SIGNATURE</u>
ADDENDUM NO. 1	_____	_____
ADDENDUM NO. 2	_____	_____
ADDENDUM NO. 3	_____	_____

The bidder proposes to perform the work required in accordance with the Contract Documents for the lump sum of:

BASE BID:

\$ \_\_\_\_\_  
Words

\$ \_\_\_\_\_  
Figures

Contingency Allowance: \$5000

Total Price Bid (Lump Sum + Allowance)

\$ \_\_\_\_\_  
Words

\$ \_\_\_\_\_  
Figures

ALTERNATE #1: Trex Railing System as described on Drawing TCL A500

\$ \_\_\_\_\_  
Words

\$ \_\_\_\_\_  
Figures

Dated: \_\_\_\_\_, 20\_\_\_\_

SIGN BID HERE\_\_\_\_\_

Authorized Signature

\_\_\_\_\_ Title

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

Legal Company Name

Address

City, State, Zip

Telephone No.

Federal I.D. #

### **CERTIFICATION OF NON-COLLUSION BY BIDDER**

(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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor before the time of the bid opening.

(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 therefore. 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 Town Clerk of the Municipality to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

(4) 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 (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work of 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 the lead paragraph 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/partnership/individual.

(State of NEW YORK)  
(County of \_\_\_\_\_)

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(officer's/partner's/ individual's) name printed

\_\_\_\_\_  
(officer's/partner's/individual's) signature

\_\_\_\_\_  
(Corp./Partnership/Individual) name printed

\_\_\_\_\_  
(Corp./Partnership/Individual) signature



**TOWN BOARD**

**TOWN OF CLINTON, NEW YORK**

**CONTRACT AGREEMENT**

THIS AGREEMENT made and executed this \_\_\_\_\_ day of, in the year Two Thousand and Twenty-Two, by and between the Town Board, Town of Clinton and \_\_\_\_\_ Contractor.

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Town, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Town Board, Town of Clinton, New York agrees to pay, and the Contractor agrees to accept a total Contract Price of:

\_\_\_\_\_ (\$)  
for the Town of Clinton Library Handicap Ramp Project, related equipment, and services.

The Contractor will furnish all materials required in the Specifications as prepared for the Town Board, Town of Clinton by CPL Architecture Engineering & Planning.

Included in this Contract are all transportation, materials, certificates, tests, guarantees, protection of equipment, and all other things whether explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workerlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use, as called for in the specifications.

The Contractor acknowledges that a delay in the supply of the project materials may result in additional expenses to the Town and agrees, in the event he/she fails to supply all the materials within the time period as specified hereafter to reimburse the Town in the form of liquidated damages in the amount of one-half percent (0.5%) of the total bid price for each calendar day of delay in the physical supply of the materials beyond the agreed upon project time period as specified in the Town 's Notice to Proceed unless said project time period is extended by mutual agreement in written form by both parties hereto.

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she has read and is aware, cognizant, and knowledgeable of the contents of all bid documents and the contract documents and he/she agrees to abide by and be bound by their contents and by all applicable federal, State and local laws, ordinances and statutes.

Payments, both progress and final, will be made after submittal to, review and approval by the Town Engineer and the Town Board.

The Contractor agrees to begin work on the day specified in the Town's Notice to Proceed and unless the date for completion is extended pursuant to Town Board approval, he/she agrees to supply the materials within thirty (90) days from the starting date specified in the Notice to Proceed.

(Corporate Seal if applicable)

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

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

\_\_\_\_\_  
(Corporation/Partnership/Individual) name printed

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STATE of \_\_\_\_\_ )

COUNTY of \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
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 \_\_\_\_\_

Town Board, Town of Clinton (Owner)

Attest By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title (printed)

## **PREVAILING WAGES**

The "Request for Wage and Supplement Information" (PW 39) you have submitted has been accepted, and a Prevailing Rate Case Number (PRC# 2023001240 - Town of Clinton Library Entry) has been assigned to the project.

To access the PDF file of your schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1544555> or copy and paste into your browser