

**BID PACKAGE**

**Mowing of Town Parks**

**For the**

**Town of Poughkeepsie Recreation Department**

**Issued by: Town of Poughkeepsie  
1 Overocker Road  
Poughkeepsie, NY 12603**

**Town Supervisor**

**Jon J. Baisley**

**Board Members**

**Jeffrey Renihan  
Bill Carlos  
Jessica Lopez  
Michael Cifone  
Matthew Woolever  
Ann Shershin**

**Town Clerk**

**Felicia Salvatore**

**Attorneys To the Town**

**Van DeWater & Van DeWater, LLP**

**Park Facilities and Programs Director**

**Thomas R. Meyering CPRP**

**April 6, 2018**

ADVERTISEMENT FOR BIDS  
MOWING OF NEIGHBORHOOD PARKS

Sealed Bids for two year contracts for “Mowing of Neighborhood Parks” will be received by the Town Clerk, Town of Poughkeepsie (“Town”), One Overocker Road, Poughkeepsie, NY 12603 until 11 a.m. (local time) on April 24, 2018 at which time they will be publicly opened and read aloud.

The Town is referred to as the “Owners”.

Bidders may submit for the contracts, and each bid shall also propose an hourly rate for labor and equipment to perform additional services as requested by the Owners.

All Bids must be made upon and in accordance with the forms prepared by the Town and shall be submitted in sealed envelopes marked: “Mowing and Maintenance Bid(s)”. Six copies of each bid shall be submitted.

**BID DEPOSIT:** Each bidder on a Town contract(s) shall submit a Bid Deposit Guarantee of \$2,500 by Bond or Certified or Bank Check payable to the Town of Poughkeepsie, to assure that the successful Bidder(s) will execute a contract(s) with the Town. A combined performance and payment bond of \$2,500 will be required from the successful Town Bidder(s).

**STATEMENT OF NON-COLLUSION:** In addition to submitting a Bid Form, Bidders are required to execute a Non-Collusion Bidding Certificate as attached to the Bid Package.

The Bid Package, including the required “Bid Sheet” and “Non-Collusion Certificate” forms may be reviewed and obtained at the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 and are also available at **[www.PoughkeepsieTownRec.com](http://www.PoughkeepsieTownRec.com)**. A \$100 deposit is required for copies obtained from the Town Clerk. To be advised of addenda to the bid packet please register with [tmeyering@townofpoughkeepsie-ny.gov](mailto:tmeyering@townofpoughkeepsie-ny.gov) or [fsalvatore@townofpoughkeepsie-ny.gov](mailto:fsalvatore@townofpoughkeepsie-ny.gov) and monitor [www.PoughkeepsieTownRec.com](http://www.PoughkeepsieTownRec.com).

The Owners reserve the right to reject any and all Bids, to waive any informality or technicality in any Bid in their interest, to determine the ultimate scope of a contract, and the Town may award more than one or all contracts to a Bidder whose combined contract pricing is most favorable to the Town.

Bidders are also required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.

The Owners will affirmatively insure that minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against.

BY ORDER OF THE TOWN BOARD  
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Dated: April 6, 2018

## **TABLE OF CONTENTS**

**Advertisement for Bids**

**Information for Bidders**

**Technical Specifications and Special Conditions**

**Contact Information**

**Bid Packet Forms**

|                   **Bid Form**

|                   **Certificate of NonCollusion By Bidder**

|                   **Bid Bond Form**

## I INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The Town invites bids on the form attached, all blanks for each contract Item bid on must be completely filled in in ink or type written. Bids will be received by the Town at the Office of the Town Clerk until 11 o'clock a.m., local time on **February 12, 2018**, and then publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to the Town of Poughkeepsie at One Overocker Road, Poughkeepsie, New York 12603 and designated as "Mowing Of Neighborhood Parks Bid". Six copies are required.

The Owners may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

### 2. Preparation of Bid:

Each bid must be submitted on the prescribed form.

Bid envelopes must bear on the outside the name of the bidder and his/her address. If forwarded by mail, the sealed envelope containing the bid(s) must be enclosed in another envelope addressed as specified above.

### 3. Qualifications of Bidder:

The Owners may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owners all such information and data for this purpose as they may request. The Owners reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy them that such bidder is properly qualified to carry out the obligations of the contract documents and to deliver the items specified. Conditional bids will not be accepted.

### 4. Bid Security, Payment and Performance Security for Town Contract(s):

Each Town bid must be accompanied by a Certified or Bank Check drawn payable to the Town of Poughkeepsie or a surety bond, and the form of bid bond attached, in the amount of Two Thousand Five Hundred Dollars. Such bid security will be returned to all except the three lowest bidders within five days after the opening of bids. The remaining checks or bid bonds will be returned to those not awarded the contract promptly after the Town and the accepted bidder have executed a contract, or, if no agreement has been made within 45 days after the date of the opening of bids.

The bid security for the winning bidder(s) will be retained by the Town as the required Payment and Performance Security and returned after acceptable performance of the contract.

### 5. Addenda and Interpretations:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any prospective bidder orally. Every request for interpretation as to Town bids shall be in writing and addressed to Tom Meyering at the Town Recreation Department (tmeyering@townofpoughkeepsie-ny.gov).

Inquiries to either Owner must be received at least five (5) days prior to the date fixed for the opening of bids.

All addenda and interpretation will be emailed to the inquirer (at the address furnished for such purposes) and posted on the Town Recreation Department's website, **www.PoughkeepsieTownRec.com**, not later than three days prior to the date fixed for the opening of bids. All addenda and interpretations shall become part of the bid/agreement documents.

6. Obligation of Bidders:

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the contract documents (including all addenda and interpretations). The failure or omission of any bidder to examine any form, instrument or document, or to be informed of any addendum or interpretation shall in no way relieve any bidder from any obligation with respect to his/her bid.

Each bidder must inform him/herself of the conditions relating to the work required under this project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract.

7. Conditions of Work/Pre-bid Meeting/Registration:

Subcontracting and the assignment of any part of a contract requires the Owner's advance written consent. There is no pre-bid meeting scheduled. All potential bidders **are asked to pre-register** with the Town Clerk at least seven days prior to bid opening.

8. Sales Tax:

This work is exempt from certain sales/use taxes and the contract amount excludes such taxes, but includes all other taxes.

9. Bid Comparison

Bids will be compared on the basis of each Bid Item on the bid form. In the event there is a discrepancy between any figures written in words and written numerically, the price written in words shall govern. The Owners reserve the right to waive any irregularities or informalities, and to reject all or part of any bids.

10. Bid Quantities

The Owners reserve the right to increase or decrease any item in this contract they deem to be in the best interest of the Town.

11. Method of Award - Lowest Qualified Bidder:

It is the Owners' intention to award the contract or contracts based on the lowest bid price for each item which has been submitted by a qualified bidder, or the lowest total cost to the Town.

12. Non Performance

If a contract is not being performed as required, the Owner may terminate the contract on five (5) days written notice, or sooner if required for reasons of personal or public health, safety or welfare.

13. Notice to Proceed:

A contractor shall not proceed with any work until contractor has received an executed contract in form satisfactory to the Owners, and a Notice to Proceed.

14. Insurance Requirements-all Town contracts:

Before the Town enters into agreement with a Contractor, he/she must submit proof that he/she has obtained and will maintain liability insurance coverage meeting the Town's insurance standards. These standards are:

- Automobile Liability-Automobile Liability Insurance on an occurrence basis covering all owned, non-owned and hired vehicles with the limits of not less than:
  - Bodily Injury/Property Damage on a Combined Single Limit Basis of at least \$1,000,000 for each occurrence.
  - No Fault, Statutory Benefits
- Commercial General Liability
  - Bodily Injury and Property Damage
    - \$2,000,000 per Occurrence
    - \$3,000,000 Aggregate
    - \$3,000,000 Products/Completed Operations Aggregate
  - The Town of Poughkeepsie shall be covered as an additional insured on a primary and non-contributory basis including for products and completed operations. There shall be a waiver of subrogation in favor of the Town of Poughkeepsie and hold harmless provisions in the contract in favor of the Town.
- Catastrophe Excess Liability or Umbrella policies are acceptable in helping to fulfill the requirements, provided they do not contain restrictions or exclusions of coverage required under the specifications.
- Owners, Contractors' Protective Liability
  - An owners and contractors protective Liability Policy (OCP) shall be written to protect the Town for Bodily Injury and Property Damage with limits not less than those specified above to protect the Town against claims arising from the operations of any subcontractors which the prime contractor employs on a project. To be taken out by a General Contractor on behalf of the Town when the General is using Subcontractors.

15. Required workers' compensation and disability benefits coverage.

Proof of required workers compensation coverage is demonstrated when the following forms are provided:

- Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation Insurance Has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance carrier and/or the Worker's Compensation Board.
- Form DB-155 (Compliance with Disability Benefits Law), may be submitted by self-insured employers under the Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.
- Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer generated certificate of insurance as proof of coverage, in place of prescribed Form C-105.2.
- Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

- o Policies shall name the Town of Poughkeepsie as an additional insured.

**18. Prevailing Wage Rates**

Prevailing wage rates, and all submission requirements, apply to all work under this contract. The current prevailing Wage Rate is \$17.29. Contact the NYS Department of Labor for more information.

**TECHNICAL SPECIFICATIONS**

**Mowing of neighborhood town parks**

**1. Locations:** Work under this contract item will be performed in the following locations in the Town of Poughkeepsie.

<b>Park/Area Name:</b>	<b>Location:</b>	<b>Approx. Acreage</b>
Carriage Hill	4 Old Silvermine Pl	0.3
Crestwood	27 Crestwood Blvd	2.4
Country Club Estates	37 Kerr Rd	0.1
Fairview	113 Fairview Ave	1.1
Hagantown	40 Millbank Rd	1.7
Hillis	32 Hampton Rd	1.5
New Hamburg	34 Main St., New Hamburg	2.1
Overocker	127 Overocker Rd	2.2
Peach Hill (Entrance)	34 Edgewood Dr	0.3
Pine Echo	25 Corrine Dr	0.8
Riverfront	11 River Rd., New Hamburg	0.5
Riverview	44 DelBasso Dr	1.3
Rochdale	166 ½ Rochdale Rd	1.9
Sheafe	379 Sheafe Rd	2.5
Sunnyside	13 Lori St	1.0
Townsend	25 Caroline Ave	1.0
Field Court Median	Field Court	0.8
Dutchess Rail Trail Parking	Overocker Rd & Grand Ave	0.3

The Contractor shall execute the entire work described as follows:

1. General

The contractor will mow and trim the above list of parks commencing on or before May 3 and continuing through November 30. The contractor will perform his services Monday-Friday, weather permitting. The contractor will not begin work until 7:00 am or finish after 4:00 pm and will not work on any property Saturdays or Sundays unless authorized by the Town of Poughkeepsie. The Recreation Department will perform site visits to the properties in order to ensure the work is being properly performed as outlined in this contract.

## 2. Spring and Fall Cleanup

The contractor will remove all leaves and debris. The spring cleanup will be completed by May 10. This will be inclusive of and until the end of fall and all leaves have fallen. The leaves may be disposed of at the town facility.

## 3. Landscaping (Mowing and Trimming)

- All areas are to be mowed and trimmed at least once per week or as needed throughout the season (as determined by the Recreation Department).. Lawns must be mowed in a direction so as to avoid damage to cars and buildings.
- Grass is to be maintained to 2.5 inches. The contractor cannot allow grass to be higher than 3.0 inches unless so directed by the Recreation Director.
- All areas that cannot be mowed (fence lines, around park equipment, under bleachers, etc.) must be kept trimmed.
- All areas will require catching if heavy grass clipping accumulation occurs.
- All grounds will be cleared of leaves, limbs, trash and any other debris prior to mowing.. Debris, including grass clippings, must be removed from the facilities and not dumped in or around any wetlands.

**Basis of Payment:** The monthly item price shall include all material, equipment and labor necessary for described work. There will be eight monthly payments (April-November). They will be made at the end of the month for the work completed during the month.

## VII CONTACT INFORMATION

Tom Meyering CPRP  
Park Facilities and Programs Director  
O (845) 485-3628 F (845) 485-3616  
tmeyering@townofpoughkeepsie-ny.gov

Poughkeepsie Town Hall  
One Overocker Road  
Poughkeepsie, New York 12603

# BID FORM

*TO: The Town Board of the Town of Poughkeepsie.*

*FROM: Legal Company Name* \_\_\_\_\_

*Contact* \_\_\_\_\_

*Address* \_\_\_\_\_

*City, State, Zip* \_\_\_\_\_

*Telephone No.* \_\_\_\_\_

*Federal I.D. #* \_\_\_\_\_

*Email:* \_\_\_\_\_

*In compliance with your Advertisement for Bids, published in the Poughkeepsie Journal the week of April 9, 2018, Information for Bidders, and technical specifications, the undersigned proposes and agrees as follows:*

*1. To furnish all the equipment, and incidentals, and to furnish labor and do all the work required, to construct, furnish, and complete the following:*

- Item 1 - Mowing of neighborhood parks*

*and associated work in accordance with the prices so named in this bid in a worker like manner, in accordance with the plans and specifications, all of which are a part of the contract hereto annexed; and*

- To perform additional services as to each item at the rates proposed, if requested by the Owners.*

*2. To complete all the work as specified, during the monthly intervals on which this bid is based, after the starting date specified in the Notice to Proceed.*

*3. To furnish within five (5) calendar days from the date of the request, if identified as the apparent low bidder and if requested by an Owner, a statement of qualifications.*

*4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.*

5. *To comply with the Davis-Bacon Act and other federal labor standards or provisions and to pay New York State prevailing wage rates applicable to this contract.*

*In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the sites of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done. He/she has examined the plans and specifications for the work 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.*

*If the undersigned fails to proceed to contract, the certified check, which is herewith deposited with the Town Clerk, will be paid to the Town of Poughkeepsie and The Joint Landfill or payment of the bond herewith deposited will be enforced for the benefit of them as liquidated damages for such default; otherwise the check or bond will be credited towards the successful bidders payment and performance bond or returned to the undersigned.*

**ADDENDA:**

*The undersigned represents that it is fully familiar with all of the bid documents as well as all addenda thereto as published on [www.PoughkeepsieTownRec.com](http://www.PoughkeepsieTownRec.com).*

- *The bidder proposes to perform Item 1 - Mowing of neighborhood parks and other facilities as required in accordance with the Contract Documents for the two year total sum of:*

\_\_\_\_\_, \$ \_\_\_\_\_  
(in writing) (and figures)

- *The bidder proposes to perform additional mowing and trimming with necessary equipment for the sum of \$\_\_\_\_\_ per hour.*

*Dated: \_\_\_\_\_, 2018*

**SIGN BID HERE**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Title*

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

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

*The undersigned represents that pursuant to Sections 103-a and 103-b of the General Municipal Law of the State of New York, no person referred to in the attached proposal who is the bidder or who is or was a member, partner, director or officer of the bidding firm or entity under this proposal has refused to sign a waiver of immunity or to answer any relevant questions relating to any transaction or contract with the State of New York, any political subdivision thereof, or any public authority, during the period of five years prior to the date hereof. The undersigned agrees that any contract awarded as a result of this bid may be canceled without penalty upon the grounds set forth in Sections 103-a and 103-b of the said General Municipal Law of the State of New York. The names and addresses of all persons and parties interested in the foregoing bid are as follows:*

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*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, 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 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 therefor. 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 head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.*

*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 one.*

*Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or 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 subdivision one 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.*

\_\_\_\_\_  
*Authorized Signature*                      \_\_\_\_\_  
*Title*

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

Legal Company Name \_\_\_\_\_

**V BID BOND FORM**

**KNOW ALL PERSONS BY THESE PRESENTS: that**

**Insert Bidder's Name \_\_\_\_\_  
as Principal; and**

**Insert Surety's Name (if a bond as opposed to a Certified or Bank check is provided)  
\_\_\_\_\_  
as Surety, are hereby held**

**and firmly bound unto the Town Board, Town of Poughkeepsie, New York in the amount of:**

**Two Thousand Five Hundred Dollars (\$2,500.00)**

**for the payment whereof Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

**Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.**

**WHEREAS,**

**The condition of the above obligation is such that, whereas the Principal has submitted to the Town Board a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the "Median Maintenance" in the Town of Poughkeepsie, New York, as shown and specified in the contract, plans and specifications.**

**NOW THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate**
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract Agreement in the form attached hereto (properly completed in accordance with said Bid) and furnish such performance bond and labor and material payment bond as required,**

**then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.**

**The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.**

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.**

**(Seal of Principal if a Corporation)**

\_\_\_\_\_  
**PRINCIPAL**  
\_\_\_\_\_

By: \_\_\_\_\_

(Corporate Seal of Surety Co.)

\_\_\_\_\_  
(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 \_\_\_\_\_, 20I \_\_\_\_\_.  
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 \_\_\_\_\_