Clark Patterson Lee
DESIGN PROFESSIONALS

June 9, 2014

Prospective Bidder

RE: Town of Pleasant Valley
Helen Aldrich Park & Cady Field
Re-Surface Playgrounds

Dear Prospective Bidder:

The Town of Pleasant Valley, hereinafter called the Owner, is soliciting proposals from qualified contractors for the resurfacing of the playgrounds at Helen Aldrich Park and Cady Field per the attached technical specifications and references. The area of the proposed work is shown in the attached sketch/ortho-image. Prevailing wage rates apply and certified payroll will be required to be submitted with each payment request. The Town reserves the right to award the one or both playgrounds separately or together. The attached Owner's "Statement of Insurance Requirements" will also apply to this project.

Receipt of Proposals: Separate sealed proposals will be received by the Town Clerk **until 11:00 a.m. (local time) on August 1, 2014**. All proposals shall be a lump sum proposal for completion of the scope per the attached specification and images and shall be submitted in sealed envelopes marked, "TOWN OF PLEASANT VALLEY, PLAYGROUND RESURFACING AT HELEN ALDRICH PARK AND CADY FIELD".

Proposals will be reviewed and considered at the next available Town Board meeting following receipt of bids. If award is to proceed to the Successful Bidder, it will be on or about August 14th. Work shall be completed within 45 days of notification of award.

Prospective bidders are strongly encouraged to attend a pre-bid conference for the Project conducted by the Engineer on Thursday, July 24, 2014 at 2 pm beginning at Cady Field which is located behind the Town Hall at 1445 Main Street. Pre-bid conference is recommended, but not mandatory.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the Owner.

STATEMENT OF NON-COLLUSION: Bidders are required to execute the non-collusion bidding certificate presented within the Request for Proposal Requirements, pursuant to Section 103d of the General Municipal Law of the State of New York. Bidders are required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.

103 Executive Drive
Suite 202
New Windsor, NY 12553
clarkpatterson.com
800.274.9000 TEL
845.567.9614 FAX

The Owner hereby notifies all Bidders that it will affirmatively insure that in regard to any Contract entered into pursuant to this request for proposal, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for any award.

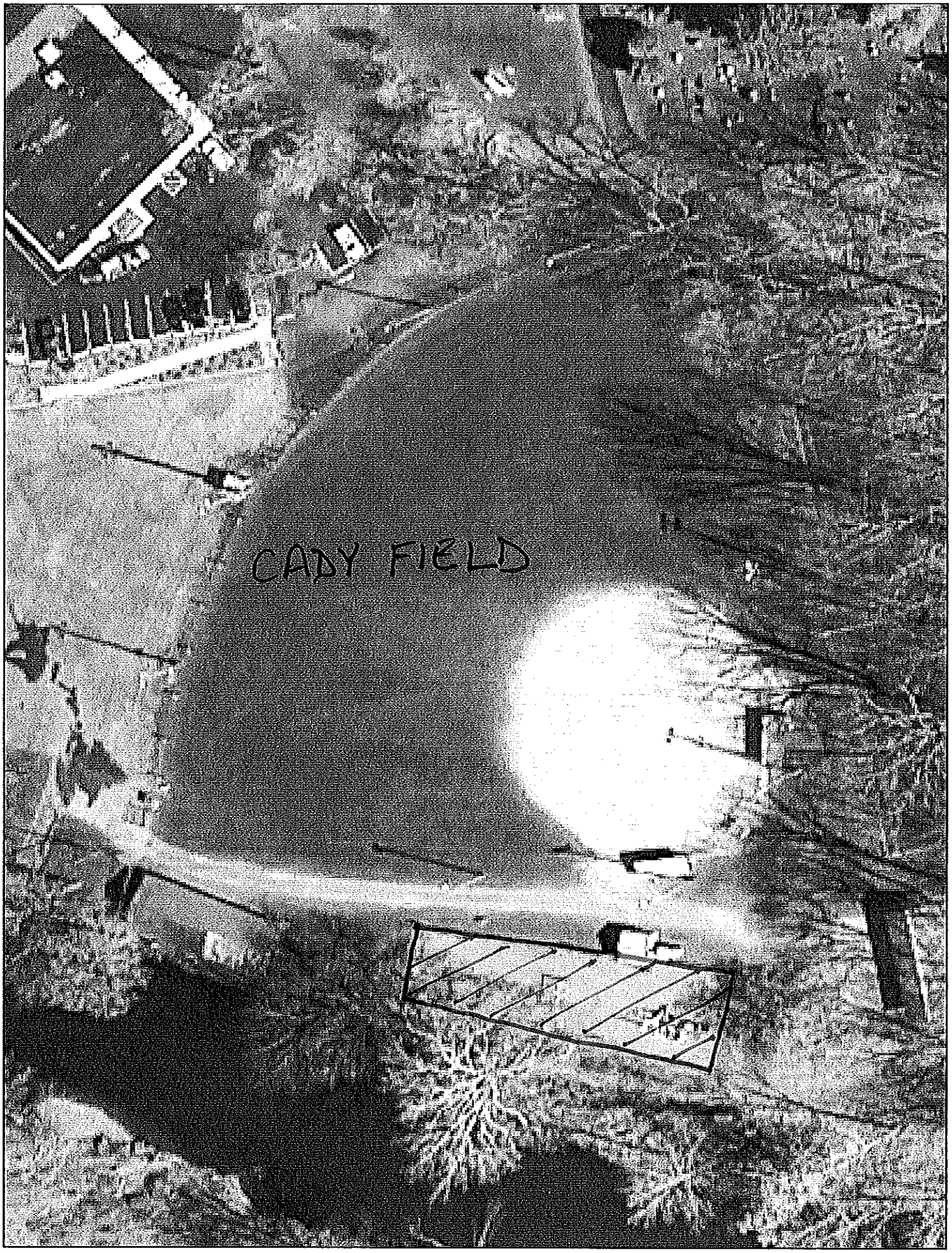
Should you have any questions, please do not hesitate to contact me at 845-567-2011, ext. 2119.

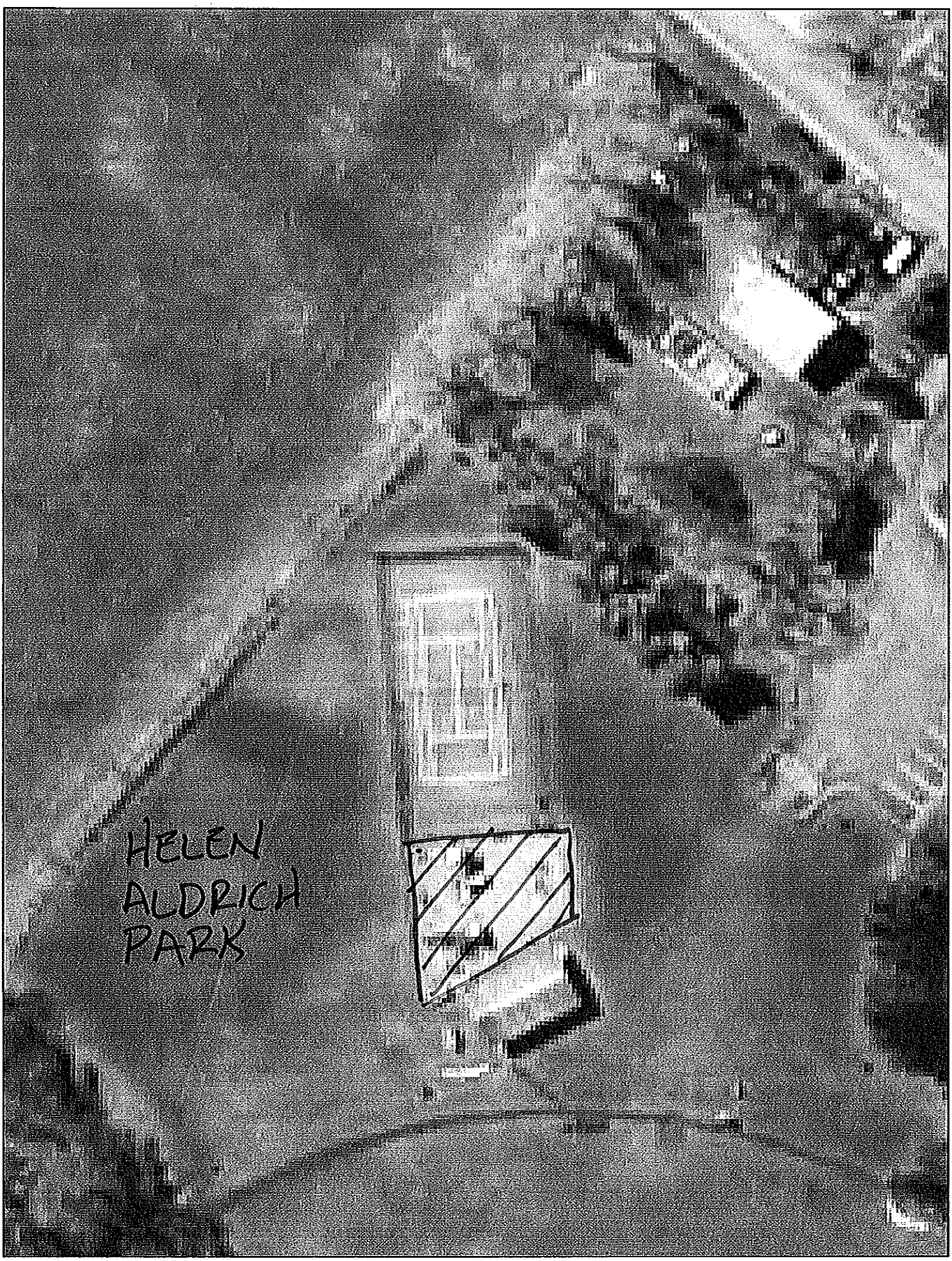
Very truly yours,

Clark Patterson Lee

Greg W. Bolner, P.E.
Principal Associate

cc: Pleasant Valley Town Board
Margaret Hart, Town Clerk
Sandy Coe, Recreation Director


CADY FIELD


HELEN
ALDRICH
PARK

PART 1 - GENERAL

1.1 DESCRIPTION

A. This section clarifies, modifies, deletes from, or adds to the various provisions of all other sections and particular portions of the work. This section shall be used in conjunction with every other section in order to determine the total requirements under each section.

B. Work for this project is included in one (1) construction contract.

This contract shall include all work set forth in specifications required to complete the improvements described. The descriptive narrative prepared for the contract has been structured to define the general work required. There is no intention, either implied or otherwise, that these narratives accurately or completely list all items of work to be undertaken as part of the contract. Any necessary work which is not specifically described in the contract documents shall be included in the contract. Where used herein, the words "included" or "including" shall mean "including but not restricted to". The contract shall include all labor, material, equipment, and other expenses required to perform the work specified. Work shall be performed in accordance with all applicable permits. Prior to start of work, the CONTRACTOR must submit a detailed construction schedule.

C. The work will be in close proximity to existing power lines, buildings, underground utility lines, underground pipes, and other structures. Each bidder must fully familiarize himself with all existing utilities, piping and underground facilities. The CONTRACTOR shall protect existing facilities. The CONTRACTOR shall utilize every precaution to protect such structures and utilities from any and all damage, with the understanding that all damage shall be repaired or replaced as directed by the ENGINEER at no additional cost to the OWNER. Compensation for such work as anticipated by the CONTRACTOR shall be included in the appropriate bid item in the Bid Proposal.

1.2 SCOPE OF WORK

A. Specific Tasks

SCOPE OF WORK (HELEN ALDRICH PLAYGROUND)

1. Remove existing edging material.
2. Remove 6" – 9" of existing material to allow space for placement of new material.
3. Install new edging material.
4. Install Engineered Wood Fiber.
5. Install stabilizing mats at end of slide and under swings.

SCOPE OF WORK (CADY FIELD PLAYGROUND)

6. Remove existing swing set.
7. Remove 6" – 9" of existing material around remaining play equipment to allow space for placement of new material.
8. Install Engineered Wood Fiber around remaining play equipment.
9. Install stabilizing mats at end of slide.

ALTERNATE 2

10. Do not remove existing swing set.
11. Remove 6" – 9" of existing material around swing set to allow space for placement of new material.
12. Install Engineered Wood Fiber around swing set.
13. Install stabilizing mats under swings.

END OF SECTION

PART 1 - GENERAL

1.01 GENERAL

A. Pursuant to, and in compliance with, your Invitation to Bidders and the Information to Bidders relative thereto and all of the Contract Documents, including any Addenda issued by the Engineer and mailed to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we (NAME OF COMPANY): _____
hereby propose to furnish all labor, supplies, materials and equipment incidental to the construction of a handicap accessible playground, access way, and parking and other amenities at Bower Park as required by and in strict accordance with the applicable provisions of the Drawings and Specifications entitled " Town of Pleasant Valley – Helen Aldrich Park" all to the satisfaction and approval of the Engineer and the Owner in accordance with the terms and conditions of the Contract Documents. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

B. This contract shall include all work set forth in plans or specifications required to complete the improvements described. The descriptive narratives prepared in the bid form of the contract have been structured to define the general work required. There is no intention, either implied or otherwise, that these narratives accurately or completely list all items of work to be undertaken as part of the contract. Any necessary work which is not specifically described in the contract documents shall be included in the contract. Where used herein, the words "included" or "including" shall mean "including but not restricted to". The contract shall include all labor, material, equipment, plant, and other expenses required to perform the work specified. Work shall be performed in accordance with all applicable permits. Prior to start of work, the Contractor must submit a detailed construction schedule.

Item No.	Estimated Quantity	Unit	Items with Unit Base Bid Prices written in words: **BASE BID**	Unit Bid Price Dollars/Cts	Total Amount of Bid Dollars/Cts
Item 1	1	Lump Sum	Provide labor, equipment and material to replace existing edging and playground surface at Helen Aldrich with engineered wood fiber surfacing materials in accordance with the "Public Playground Safety Handbook", COMPLETE. For _____ _____Dollars _____Cents		

	Estimated Quantity	Unit	Items with Unit Base Bid Prices written in words : **BASE BID**	Unit Bid Price Dollars/Cts	Total Amount of Bid Dollars/Cts
Item 2	1	Lump Sum	Provide labor, equipment and material to replace existing playground surface at Cady Field, excluding area around swing set to be removed, with engineered wood fiber surfacing materials in accordance with the "Public Playground Safety Handbook", COMPLETE. For _____ _____Dollars _____Cents		
Alt 1	1	Lump Sum	Proposed reduction in cost to Complete Items 1 & 2 if awarded to same contractor, COMPLETE. For _____ _____Dollars _____Cents		
Alt 2	1	Lump Sum	Provide labor, equipment and material to replace existing playground surface at Cady Field in area around swing set, COMPLETE. For _____ _____Dollars _____Cents		

BASE BID: ITEMS 1, 2 and Alt 1
AMOUNT WRITTEN IN WORDS:

_____ Dollars_____ Cents

($_____) (In Figures)

BASE BID: ITEMS 1, 2, Alt 1, and Alt 2
AMOUNT WRITTEN IN WORDS:

_____ Dollars_____ Cents

($_____) (In Figures)

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 organizations under penalty of perjury, that to the best of his 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 restriction of competition."

_____

Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any pubic department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

If BIDDER is:
An Individual

By_____(SEAL)
(Individual's Name)

doing business as _____
Business Address: _____
_____

Phone Number: _____

A Partnership

By_____(SEAL)
(Firm's Name)

_____
(general partner)

Business Address: _____
_____

Phone Number: _____

A Corporation

By_____(SEAL)
(Corporation Name)

_____
(State of Incorporation)

By_____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)
Attest_____
(Secretary)

Business Address: _____
_____

Phone Number: _____

A Joint Venture

By_____
(Name)

_____
(Address)

By_____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

1.02 TIME OF COMPLETION

A. It is agreed by the undersigned that after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, he will start work within ten (10) consecutive calendar days of this notice to proceed and fully complete the work within 45 days.

B. Liquidated Damages. The Town of Pleasant Valley and the CONTRACTOR recognize that time is of the essence of this Agreement and that the Town of Pleasant Valley will suffer financial loss if the work is not completed within the time specified in Paragraph A above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Town of Pleasant Valley if the work is not completed on time. Accordingly, instead of requiring any such proof, the Town of Pleasant Valley and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall apply the Town of Pleasant Valley Five Hundred Dollars ($500.00) for each day that expires after time specified in Paragraph 1.02A.

1.03 BID SECURITY

A. Attached hereto is a Bid Bond in the amount of five percent (5%) of the Base Bid.

1.04 CHANGE ORDERS

A. We propose and agree that the above unit price bid shall be adjusted for changes in the Contract Work not included in unit prices by addition of the following costs:
   1. Profit and overhead for all work performed by the Contractor - 15%; Subcontractors - 15%.
   2. Profit and overhead allowed to the Contractor and/or Subcontractors for work done by their Subcontractors - 7%.

1.05 NON-COLLUSIVE BIDDING CERTIFICATION

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 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.

1.06 ACCEPTANCE

A. When this Proposal is accepted, the undersigned agrees to enter into a Contract with the Owner as provided in the Form of Agreement.

1.07 AFFIRMS

A. The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.

1.08 TYPE OF BUSINESS

A. The undersigned hereby represents that it is a _____(Corporation, Partnership, or an Individual). If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State and attaches hereto a resolution authorizing submission of this Bid, in substantially the same form as attached hereto as Schedule "A".

1.09 PLACE OF BUSINESS

A. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed or delivered.

Name

Address

Telephone

1.10 EXECUTION OF CONTRACT

A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within forty-five (45) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

1.11 ADDENDA

A. Any addenda issued by the Architect and mailed or delivered to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

Addendum #___ Dated:

Addendum #___ Dated:

Addendum #___ Dated:

Schedule "A"

Resolved that

(Name of Individual)

be authorized to sign and submit the bid or proposal of this corporation for the following project

_____ and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three (d) (103d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution by

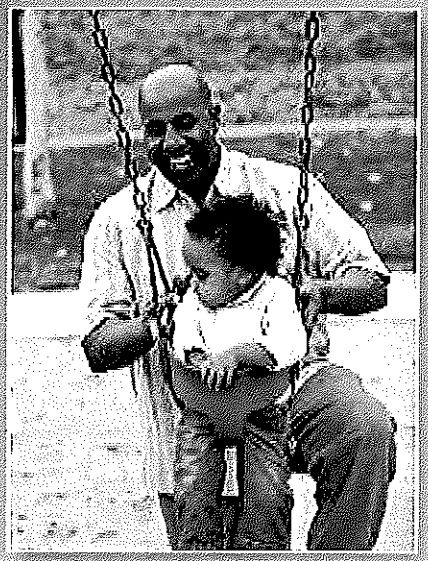
Corporation at a meeting of its Board of Directors held on the ___ day of _____, 20

(SEAL OF THE CORPORATION)

Secretary

END OF SECTION

Public Playground Safety Handbook



U.S. Consumer Product Safety Commission

Saving Lives and Keeping Families Safe

STATEMENT OF INSURANCE REQUIREMENTS

During the term of this Agreement, Contractor/Subcontractor will carry and maintain in full force and effect the following insurance coverages, in the minimum amounts as expressed under the terms and conditions set forth below, with an insurance carrier satisfactory to the Town Board and theTown of Pleasant Valley, NY.

I Form of Insurance Coverage

A. Commercial General Liability Insurance, including bodily injury, broad form property damage, product completed operations, independant contractors and contractual liability.

Each occurrence	$1,000,000 minimum
Aggregate	$2,000,000 minimum

B. Comprehensive Automobile Liability Insurance including bodily injury, property damage and owners and contractors (Perm 17). Perm 17 only if required for highway work. Non owned auto coverage is also to be included.

Each occurrence combined single limit $1,000,000 minimum

C. Workers Compensation & Employers Liability Insurance.

Coverage is to be as required by Workers Compensation Law of the State of NY

D. "All Risk" Property Coverage

When required by the Town of Pleasant Valley, the contractor shall carry "All Risk" property coverage in an amount specified by the town for equipment and any and all materials in the safeguard or ownership of the Town of Pleasant Valley while being used for the construction of any job being contracted by the town. This coverage may be paid by the Town of Pleasant Valley as so decided by the Town board. However, if the contractor brings his business owned equipment and tools to any job site for the Town of Pleasant Valley that contractor/ sub contractor then must accept full responsibility for company owned equipment and tools while on any job site or any job at the direction or for the benefit of the Town. If the contractor/subcontractor needs to hire or rent any equipment and or tools so as to meet the requirements of any contract with the Town, the contractor will do so at his own expense and will be directly responsible to the lessor of any such equipment or tools rented. TheTown of Pleasant Valley shall be named on any such policy as a primary insured if such policy is to be purchased, however, the Town is to be "held harmless" in regard to any such rentals.

II It is agreed that in no event shall the contractor/subcontractors insurance company have any right for any area of insurance coverage requested in this agreement to subrogate against the Town of Pleasant Valley or to seek any financial relief for coverages carried by the contractor/subcontractor in the performance of their contract with the Town of Pleasant Valley.

A. Certificate of Insurance
Evidence of Insurance

Before starting work, the contractor/subcontractor shall forward to the Town of Pleasant Valley and any legal representative for the Town, two (2) copies of a Certificate of Insurance, in a form acceptable to the Town of Pleasant Valley, evidencing that all required insurance is in full force and effect. The Certificate shall state the type of the required coverage, the policy number, the effective and expiration date, and the limits of liability thereunder and further providing that the insurance will not be cancelled or changed in any manner prior to 30 days after written notice of such cancellation has been forwarded by registered mail (return receipt requested) to the Town of Pleasant Valley. The contractor must certify that he has obtained similar certificates or memorandum evidence of insurance from each of his subcontractors (if any) before their work commences.

Each contractor shall be covered by insurance of the same character and in the same amounts as the contractor unless the contractor and the Town agree. Certificates of insurance must include a waiver of the insurance company's right of subrogation against the Town of Pleasant Valley. The Certificate of Insurance must name the Town of Pleasant Valley as a prime insured under the contractors insurance with the contractor and his insurance company holding harmless the Town of Pleasant Valley. All certificates must contain the 30 day prior notice regulation by certified mail to the Town before changes or cancellations can take place.