

TOWN OF PATTERSON
COUNTY OF PUTNAM

SEASONAL LAWN MAINTENANCE AND LANDSCAPING

FOR PUTNAM LAKE PARK DISTRICT

CONTRACT #2

REQUEST FOR BIDS

PROPOSALS DUE: March 31, 2021

Issued: March 10, 2021



SEASONAL LAWN MAINTENANCE AND LANDSCAPING

TOWN OF PATTERSON
COUNTY OF PUTNAM

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS.....	Page 5
INSTRUCTION TO BIDDERS.....	Page 7
GENERAL MUNICIPAL & LABOR LAWS.....	Page 13
INFORMATION FOR BIDDERS.....	Page 15
PROPOSAL FORM.....	Page 23
REFERENCE FORM.	Page 27
NON-COLLUSIVE BIDDING CERTIFICATE.....	Page 29
BIDDER INFORMATION FORM.	Page 31
GENERAL CONDITIONS	Page 33
SPECIFICATIONS.	Page 37
INSURANCE SPECIFICATIONS.	Page 43
PROFESSIONAL SERVICES CONTRACT.	Page 47

ADVERTISEMENT FOR BIDS

Town of Patterson
Town Hall
P.O. Box 470
1142 Route 311
Patterson, New York 12563

NOTICE IS HEREBY GIVEN that the Town of Patterson will be accepting sealed bids for SEASONAL LAWN MAINTENANCE AND LANDSCAPING FOR THE PUTNAM LAKE PARK DISTRICT-2021 SEASON. Bids will be received by the Town Clerk of the Town of Patterson at the Office of the Town Clerk, Town Hall, P.O. Box 470, 1142 Route 311, Patterson, New York 12563 until 10:00 a.m. o'clock local prevailing time on March 31, 2021, and then at said office, all sealed bids shall be publicly opened and read aloud.

Copies of information for bidders, general requirements, bid specifications, non-collusive bidding, certification, and bid proposals ("the Bid Documents") may be obtained at the Office of the Town Clerk, Town Hall, P.O. Box 470, 1142 Route 311, Patterson, New York.

The Town of Patterson, hereinafter called the "Town", reserves the right in its discretion, to reject any or all bids and to waive any irregularities or defects in any bid in the interest of the Town.

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103(d) of the General Municipal Law of the State of New York.

STATEMENT OF EQUALITY

The Town of Patterson hereby notifies all Bidders that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, 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 an award.

BY ORDER OF THE TOWN BOARD
TOWN OF PATTERSON

EILEEN FITZPATRICK, TOWN CLERK

SEASONAL LAWN MAINTENANCE AND LANDSCAPING
PUTNAM LAKE PARK DISTRICT

INSTRUCTION TO BIDDERS

REQUIREMENTS OF BID AND DELIVERY

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

- 1.0 Receipt and Opening of Bid.
- 2.0 Complete Proposals Required.
- 3.0 Preparation of Bid.
- 4.0 Addenda and Interpretation.
- 5.0 Deviations from Specifications.
- 6.0 Duration of Bid.
- 7.0 Bid Price.
- 8.0 Bidder's Representations.
- 9.0 Taxes.
- 10.0 Bid Bond.
- 11.0 Prevailing Wages.
- 12.0 Insurance Requirements.
- 13.0 W-9 Form Required.
- 14.0 Financial Stability.
- 15.0 Reimbursement of Bid Costs.
- 16.0 Errors and Omissions of Specifications
- 17.0 Disclaimer.

1.0 Receipt and Opening of Bid.

The Town of Patterson invites bids for the "Bid Item" specified in the "Notice to Bidders" as detailed in the specifications attached hereto. Bids will be received at the office of the Town Clerk until the time stated in the Notice to Bidders, and then at said place will be publicly opened and read aloud. Bids received after the specific time will not be considered. A Bid may be withdrawn prior to the specified time for public opening. No Bid may be withdrawn after the time set for public opening.

2.0 Complete Proposals Required.

Bidders are required to provide all of the information requested in this Invitation to Bid as well as any additional information or alternates requested. It is the Bidders responsibility to address all requested information thoroughly and to articulate clearly the benefits of the proposed service in meeting the needs of the Town of Patterson. While the Town of Patterson may solicit additional information during the evaluation of the Bids, the Town of Patterson will not be responsible for any

omissions on the part of the Bidder. Bidders are cautioned to read the requirements carefully and follow the response format of this Bid as any deviation from the format and requirements listed, may be cause for rejection. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3.0 Preparation of Bid.

- 3.1. Sealed envelope. Each Bid shall be prepared on the forms contained herein, and submitted in a sealed envelope. The envelope shall have the following information on the outside:

(3.1.1) Bid for LAWN MAINTENANCE - PUTNAM LAKE PARK DISTRICT.

(3.1.2) The name and address of the Bidder.

- 3.2 Bids which are forwarded by mail must be enclosed in a separate envelope addressed as follows:

Town of Patterson
Attn: Town Clerk
P.O. Box 470, 1142 Route 311
Patterson, New York, 12563

Bid for: LAWN MAINTENANCE
FOR PUTNAM LAKE PARK
DISTRICT

- 3.3. Form of proposal. All blank spaces on the "Bid Form" must be filled in. All prices provided on the Form, and accompanying sheets must be specified in both words and figures. Proposals must be signed in ink by the Bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditioned or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal. Narratives or additional information provided by the Bidder shall be in a legible font size, which typically shall be a 12 point font.
- 3.4 It is the Town of Patterson's intention to award a contract to the responsible and responsive Bidder submitting the lowest Bid, which is to be stated on the Bid Form.
- 3.5 Non-collusion certification. Each Bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103(d), with the original signatures. A copy of non-collusion certification is annexed hereto.
- 3.6 References. Bids shall include at least three references from individuals where the contractor has performed similar work in the past three years. Preference will be given to Bidders with municipal references.
- 3.7. The Bid Proposal shall include the following information:

☐ Sealed envelope properly labeled.

- ☐ Bid proposal form.
- ☐ Itemized breakdown of Bid by location.
- ☐ Non-collusion certification.
- ☐ Bidder Information form.
- ☐ References as required.

4.0 Addenda and Interpretation.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretations should be in writing addressed to the Town Clerk of the Town of Patterson, P.O. Box 470, 1142 Route 311, Patterson, New York, 12563, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening Bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested, or sent by FAX, or sent by e-mail to all prospective Bidders (at respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bid submitted. Any addenda so issued shall become part of the contract document.

5.0 Deviations from Specifications.

Deviations, major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part thereof.

6.0 Duration of Bid.

Prices and Bid shall remain firm and effective for at least forty-five (45) days from the date of the opening of Bids.

7.0 Bid Price.

The prices quoted are to include the complete cost of providing the specified item including taxes, and all other incidental charges. Costs for additional work due to changes in the scope of work, or unforeseen circumstances must receive prior written authorization of the authorized representative of the Town of Patterson. Prices shall be quoted as written in numbers and words. Where discrepancies occur, the words will govern.

8.0 Bidder's Representations.

By submission of a Bid pursuant to this solicitation, the Bidder represents that:

- a. The Bidder has read and understands the Bid Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being Bid concurrently or presently under construction. Bidder shall not at any time after submitting its Bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.
- b. The Bid is made in compliance with the Bidding Documents.
- c. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Invitation for Bids.
- d. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- e. The Bidder has, or will have prior to an award of the Bid, the legal authority to conduct business in the State of New York and the County of Putnam, and has all the necessary licenses and certifications to complete the work described in the Invitation for Bids.
- f. The Bidder has satisfied themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed Work and the cost thereof. No verbal information derived from Town officials, employees, or from their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the Contract. All Bidders shall tour the Town and familiarize themselves with the Work contemplated in the Contract. Submission of a Bid shall be deemed conclusive evidence that such a tour has been made by each Bidder and shall constitute a waiver by each of all claims in Bid, withdrawal of Bid, or payment of extras, or combinations thereof, under the executed Contract, or any revision thereof. The Town will make available information as the Town thinks will be of assistance to prospective Bidders. Such disclosures are not guaranteed and shall not constitute fixed quantities for this Contract.

9.0 Taxes.

The Bid price shall not include any excise or sales taxes from which the municipality is exempt.

10.0 Bid Bond.

None

11.0 Prevailing Wages.

This solicitation is for a service contract pursuant to General Municipal Law §104-b and is subject to the requirements of the New York Labor Law, including Article 9 thereof, regarding payment of Prevailing Wages.

12.0 Insurance Requirements.

All insurance requirements attached hereto shall be met by the successful Bidder. The Contractor, and all subcontractors shall file with the Town of Patterson, within fourteen (14) days of the issuance by the Town of a notice of award, proof of insurance, as described herein, in a form acceptable to the Town.

13.0 W-9 Form Required.

The successful Bidder shall submit a completed W-9 form within 14 days of receipt of a notice of award. This information is required in order to issue purchase orders and payments to your firm.

14.0 Financial Stability.

The successful Bidder must demonstrate financial stability. The Town of Patterson reserves the right to conduct independent background checks and obtain credit reports to determine the financial strength of any and all organizations or individuals submitting proposals.

15.0 Reimbursement of Bid Costs.

Costs associated with the preparation of a Bid, including but not limited to any transportation costs to any subsequent interviews shall be the sole responsibility of the Bidder.

16.0 Errors and Omissions of Specifications.

Should the Bidder find discrepancies or omissions or request clarification in the specifications, he shall immediately notify the Town, and the Town or its representative will send written instructions via facsimile or certified mail/return receipt to all Bidders. No responsibility shall be assumed for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any Bidder by any person or persons.

17.0 Disclaimer.

Town of Patterson makes no representation of any kind as to any information provided in this solicitation including the Bid Documents. Bidder is solely responsible to establish, verify, and ensure that any and all information is correct, complete and necessary to provide a complete and informed Bid.

NOTE: Additional requirements may be found in the Specifications annexed hereto.

SECTION 00050

GENERAL MUNICIPAL LAW AND LABOR LAW REQUIREMENTS

In accordance with New York State requirements, in addition to any other legal requirements referred to herein, the following sections of the NYS General Municipal Law and Labor Laws shall be adhered to:

- General Municipal Law (GML), Section 103: Public Works contracts over \$20,000, and purchase contracts over \$10,000 must be advertised, bid and (any) contracts awarded to the lowest responsible bidder. Any restriction of competition is contrary to law and specifications must allow for the free bidding of equivalent (or equal) items. The base bid cannot be only materials specified. Specifications must contain an “equivalency clause”.
- GML, Section 101(5), re: List of Subcontractors
- GML, Section 103-d, re: Nonconclusive Bidding Clause
- GML, Section 106-b, re: Payment of Contractors and Subcontractors
- GML, Section 108, re: Workmen’s Compensation Insurance
- GML, Section 109, re: Non-Assignment of Public Contracts
- Labor Law (LL), Section 220, subd. 2, re: 40 Hours Work Week, 8 Hour Day
- LL, Section 220, subd. 3 and Section 220-d re: Wage Rates and Supplements
- LL, Section 220-e, re: Anti-Discrimination
- LL, Section 220e, re: Elimination of Dust Hazard

Any other provisions required by law and not listed above shall be deemed to be inserted herein and these documents shall be read and enforced as though included.

END OF SECTION 00050

SECTION 00100

INFORMATION TO BIDDERS

The Town of Patterson is seeking bids from qualified Contractors to perform lawn maintenance and landscape services, as described herein. The following Information to Bidders is applicable to the Bid and/or the contract that will be executed between the Successful Bidder and the Town of Patterson.

1. Terms and Definitions.
2. Performance and Scope of Work.
3. Hazardous Materials in Work.
4. Statement of Equality.
5. Duration of Work.
6. Qualifications of Bidders.
7. Insurance Requirements.
8. Performance Bond.
9. Responsible Bidders.
10. Statement of Equality.
11. Payment.
12. Experience of Bidder.
13. Bidder to be Independent Contractor.
14. Failure to Perform.
15. Right to Terminate Contract.
16. Amendments.
17. Execution of Contract.
18. Municipality's Reservation of Rights.

1. Terms and Definitions.

As used herein, the following terms shall have the meanings provided:

CHANGE ORDER is a written document signed by the Owner, and the Contractor stating their agreement upon a change in the Work, the amount due and owing for the change in Work, the adjustment if any for the change in contract time.

CONTRACTOR shall mean the entity identified in the Notice of Award and the Contract or Agreement executed between the Town of Patterson and the successful Bidder.

CONTRACT DOCUMENTS shall consist of this Invitation for Bids (IFB) including the Advertisement for Bids, the Instruction for Bidders, Information for Bidders, Bid Form, General Conditions, Appendices, Addendum and any Contract or Agreement between the Owner and the Contractor.

CONTRACT SUM is the amount of the Bid offered by the successful Bidder as stated in the contract between the Owner and the Contractor for performance of the Work under the Contract Documents.

HAZARDOUS MATERIALS shall mean wastes that are hazardous by reason of their pathological, flammable, explosive, radiological or toxic characteristics. These wastes are defined more particularly by 6NYCRR Part 371. This term also includes regulated medical waste as defined in 9 Title 15 Article 27 of the Environmental Conservation Law of the Law of the State of New York.

OWNER shall mean the Town of Patterson, as represented by its chief elected official.

WORK: All or any portion of the matters covered by the Contract Documents.

2. Performance and Scope of Work.

The Contractor shall perform the Work in accordance with the Contract Documents. Unless otherwise provided in the Bid documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work

3. Hazardous Materials in Work.

Any Bidder, contractor, or manufacturer who, in the course of his work, uses or supplies products which may be toxic or harmful, shall provide Material Safety Data Sheets (MSDS) to the Town of Patterson prior to the use of those products by the Town or the Contractor.

4. Statement of Equality.

Reference made to trade means, manufacturer's names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufactures from being given due consideration in respect to the award of the contract. The municipality reserves the right to approve all proposed "equals".

5. Duration of Work.

The term of the Contract is for a 32 week period from **April 19, 2021 to November 22, 2021.**

6. Qualifications of Bidders.

The Town of Patterson may make such investigations as it deems necessary to determine the ability of the Bidder to supply the items, and the Bidder shall furnish the Town of Patterson all such information and data for this purpose as the Town of Patterson may request. The Town of Patterson reserves the right to reject any Proposal if the evidence submitted by or investigation of such Bidder

fails to satisfy the Town of Patterson that such Bidder is properly qualified to supply the items, or complete the full extent of the work requested. Conditional Proposals will be accepted at the sole discretion of the Town of Patterson.

7. Insurance Requirements.

- 7.1 All insurance requirements attached hereto shall be met by the successful Bidder. The Contractor shall file with the Town of Patterson, within ten (10) days of the issuance of a notice of award by the Town, proof of insurance, as described herein, in a form acceptable to the Town, including a certificate of insurance and declarations page from each policy naming the Town as an additional insured.
- 7.2 Insurance shall include General Public Liability and Property Damage Insurance maintained in full force until all work covered by the Contract is completed to the satisfaction of the Town. Said insurance shall be kept in full force and effect on an occurrence basis by the Contractor by payment of the required premiums during the term of the Contract, and until final acceptance by the Owner of the work performed under the Contract. Contractor shall submit certified proof of insurance in accordance with the terms of the contract.
- 7.3 Except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, the Contractor shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys fees and disbursements and loss arising directly or indirectly out of the acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor.
- 7.4 The Contractor, at its sole expense, shall provide a defense for and diligently defend against any and all claims, demands or causes of action directly or indirectly arising out of this agreement and to bear all other costs and expenses related thereto.

8. Performance Bond.

- 8.1 The Town shall make payments to the contractor in accordance with Section 11, below. The Town shall withhold 10% of the monthly payment due on the contract amount as security for the good and faithful performance of the contract, which may be used to satisfy all claims and demands incurred against the performance of the work, and shall further indemnify the Town against any and all claims for damages on account of work performed under the contract. The amount withheld shall be paid 30 days subsequent to the end of the contract period, provided that all work has been completed satisfactorily and no claims have been made against the Town.

9. Responsible Bidders.

In evaluating whether a Bidder is a “responsible” Bidder, the factors relevant to the Bidder’s performance of the work, or ability to deliver any commodity, service or equipment specified in this solicitation, or such other factors as may be listed in this solicitation shall be considered, including but not limited to:

- a. Financial and organizational capacity;
- b. Legal authority to do business in the State of New York and the County of Putnam;
- c. Skill, judgment and integrity of the owners/officers/principals/members and contract managers;
- d. Past performance of the Bidder on prior government contracts;
- e. Travel distance from the job location in the Town of Patterson;
- f. Sufficiency of Bidders equipment and/or manpower to meet the requirements deliverables of this solicitation;
- g. Ability to meet insurance and/or bond requirements; and
- h. Bidder’s use of employees and/or laborers authorized to work in the U.S. and those who have not been convicted of a felony or other crime involving moral turpitude.

All Bidders shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, equipment, licenses, experienced personnel and expertise to perform the services required by these Bid Documents. No Contract will be awarded to any Bidder who, as determined by the Town in its sole and absolute discretion, has at the time of the submission of the Bid, an unsatisfactory performance record or inadequate experience or which also at the time of the submission of the Bid lack(s) the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the Bid Documents including the Contract and the Specifications.

10. Statement of Equality.

Reference made to trade names, manufacturer’s names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration in respect to the award of the contract. The municipality reserves the right to approve all proposed “equals”.

11. Payment.

- 11.1 Bidder may submit an invoice for payment of services each month of the term of the contract for work that has been completed. The invoice shall include all the information, and be in a form as required by subsection 11.2, below. The invoice shall be accompanied by a Town of Patterson voucher form, completed in all respects by the Contractor seeking payment.
- 11.2 Itemized Invoices. Invoices submitted for payment to the Town of Patterson shall be itemized by the locations where work was performed, and the amount of compensation the Contractor is seeking for that period. The invoice shall provide a detailed description of the services rendered by the Contractor for the period, and the dates on which the work was performed. Lawn mowing services shall be paid in seven equal payments.
- 11.3 The Town shall issue payment, less 10% as described in Section 8 above, within 30 days of the receipt of an invoice and voucher complete in all respects.

12. Experience of Bidder.

The Bidder shall have at least five (5) years of business experience in the operation of a transfer station. The Bidder shall complete the attached questionnaire, which shall be submitted simultaneously with the Bid proposal.

13. Bidder to be Independent Contractor.

The Contractor will be an independent contractor and not an agent of the Town or the Town of Putnam Lake Park District

14. Failure to Perform.

- 14.1 In the event of the failure of the Contractor to carry out the terms and conditions of this contract, the Town Board reserves the right to withhold compensation which may be due or become due until such time as the Contractor fulfills its obligations. If the Town Board determines that the Contractor is in default, and the Contractor has not cured said default within 48 hours of receipt by the Contractor or the issuer of the performance bond of a written notice, by fax, overnight service, certified mail, or personally, the Town Board may immediately contract or otherwise provide for the performance of the work herein. The cost thereof, together with any other expenses and/or damages incurred by the Town, shall be paid by the Contractor. Said amount or any portion thereof may be collected by the Town by deduction from any outstanding balance owed to the Contractor by the Town and/or by drawdown(s) on the performance bond.
- 14.2 In the event of a repeated neglect or failure of the Contractor to perform the work in

accordance with the conditions herein, the Contractor shall, at the discretion of the Town Board, pay to the Town as liquidated damages, and not as a penalty, the amount of \$500.00 for each neglect or failure to comply with the requirements herein.

15. Right to Terminate Contract.

The Town shall have the right to terminate the Contract, for any reason or no reason, on sixty (60) days prior written notice. In the event of any violation by the Contractor of any of the terms of the Bid Documents or the Contract, the Town may terminate the Contract on written notice to Contractor. In the event of termination for any of the foregoing reasons, compensation shall be pro-rated to the date of termination.

16. Amendments.

The terms and conditions herein shall constitute the entire contract between the parties. No modification or alteration of this contract shall be applicable or binding upon the parties unless said modification or alteration is made in writing and signed by the parties hereto. This contract is further subject to all applicable provisions of the Town's Laws and Resolutions, the General Municipal Law, Labor Law, and all other applicable laws, rules and regulations. Copies of the Town's laws and resolutions can be obtained at the Town Clerk's office.

17. Execution of Contract.

The Contractor must enter into a Contract in a form as provided hereinafter, which forms part of the Bid Documents. Successful Bidder, within fourteen (14) business days after receipt of a notification of award, shall execute in triplicate and deliver to Owner all executed counterparts of the Contract in the form set forth in the Invitation for Bids. All documents and specifications constitute a part of the contract herein. Execution of the Contract is a formality, it being understood that the Bid and the award thereof constitute a contract.

18. Municipality's Reservation of Rights.

It is the Town of Patterson's intention that the Bid will be awarded to the lowest responsible Bidder demonstrating the experience necessary to complete the work specified, having all the necessary equipment, and furnishing the required security and insurance. The municipality reserves the right to select the Bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the municipality or to reject any and all Bids and to re-advertise for Bids. In addition to any and all other rights as provided herein or under applicable law, the Town of Patterson specifically reserves the right to waive any irregularities or defects of the Proposals tendered, whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all, and the Town of Patterson specifically reserves onto itself the following rights:

- a. Withdraw this Bid at any time, at the Town of Patterson's sole discretion;
- b. Make an award to this Bid in whole or in part;
- c. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of this solicitation;
- d. Seek clarifications and revisions of proposals;
- e. Use proposal information obtained through site visits, management interviews and the Town of Patterson's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Town of Patterson's request for clarifying information in the course of evaluation and/or selection under this solicitation;
- f. Prior to the Bid opening, amend the Bid specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- g. Prior to the Bid opening, direct Bidders to submit proposal modifications addressing subsequent Bid amendments;
- h. To change any of the scheduled dates prior to acceptance of proposals;
- i. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
- j. Waive any requirements, that are not material;
- k. Negotiate and contract with the successful Bidder, within the scope of the Bid, in the best interests of the Town of Patterson;
- l. Conduct contract negotiations and contract with the next lowest responsible Bidder should the Town of Patterson be unsuccessful in negotiating with the selected Bidder;
- m. Utilize any and all ideas submitted in the proposals received;
- n. Require clarification at any time during the procurement process and/or required correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation.

END OF SECTION 00100

PROPOSAL FORM

**IN ACCORDANCE WITH SPECIFICATIONS
FOR
SEASONAL LAWN MAINTENANCE AND LANDSCAPING**

PUTNAM LAKE PARK DISTRICT

BID FOR 2021 SEASON

TO: TOWN OF PATTERSON, NEW YORK

THE UNDERSIGNED HAVING A PRINCIPAL PLACE OF BUSINESS AT:

_____ AND BEING
RESPONSIBLE AND EXPERIENCED FOR THE PERFORMANCE OF SAME, AGREES TO
FURNISH SEASONAL LAWN MAINTENANCE AND LANDSCAPING IN ACCORDANCE
WITH THE SPECIFICATIONS CONTAINED IN THE BID DOCUMENTS.

BID AMOUNT (IN NUMBERS) \$ _____

BID AMOUNT (IN WORDS) \$ _____

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL
RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

BY: _____ DATED: _____

LEGAL NAME OF PERSON/FIRM/CORP.

STREET

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

PROPOSAL FORM

**IN ACCORDANCE WITH SPECIFICATIONS
FOR
SEASONAL LAWN MAINTENANCE AND LANDSCAPING**

BID FOR 2021 SEASON ONLY

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS ON (ATTACH AN
ADDITIONAL PAGE IF REQUIRED)

1. _____
2. _____
3. _____

SEASONAL LAWN MAINTENANCE AND LANDSCAPING
PUTNAM LAKE PARK DISTRICT

REFERENCE FORM

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Town reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the references form is required. In addition, please provide a list of your experience in work similar to this project description of work performed, month and year project was completed, name and similar to this project description of work performed, month and year project was completed, name and telephone number of a contact person who could be reached for references and attach to this document.

BIDDER'S NAME _____

DATE FILED: _____

OFFICER'S NAME: _____

REFERENCE 1 NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE 2 NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE 3 NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

SEASONAL LAWN MAINTENANCE AND LANDSCAPING

TOWN OF PATTERSON
COUNTY OF PUTNAM

GENERAL MUNICIPAL LAW: Section 103(d)

“NON-COLLUSIVE BIDDING CERTIFICATE”

1. By submission of his 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:
 - a. 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, with any competitor;
 - b. 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, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

By

Address

Accepted

Date

SEASONAL LAWN MAINTENANCE AND LANDSCAPING

TOWN OF PATTERSON
COUNTY OF PUTNAM

BIDDER INFORMATION FORM

Legal Company Name: _____

Address: _____

Federal Employers ID No. _____

Telephone Number: _____ Fax Number: _____

If the Bidder is a Corporation, List the following:

Names of Officers:

Legal Residence:

_____	_____
_____	_____
_____	_____

If the Bidder is a firm or Partnership, List the following:

Names of Members of Partners:

Legal Residence:

_____	_____
_____	_____

If the Bidder is an Individual, List the following:

Name:

Legal Residence:

_____	_____
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SEASONAL LAWN MAINTENANCE AND LANDSCAPING

TOWN OF PATTERSON COUNTY OF PUTNAM

GENERAL CONDITIONS

The Town of Patterson is seeking Bids from qualified Contractors for SEASONAL LAWN MAINTENANCE AND LANDSCAPING SERVICES TO PROPERTIES OF THE PUTNAM LAKE PARK DISTRICT, as described herein. The term of the Contract is for a 32 week period from **April 19, 2021 to November 22, 2021**.

The following General Conditions apply to all Bidders, all Bids submitted in response to this Invitation to Bid, and all subsequent contracts.

1.0 Agreement, Conditions and Requirements.

- 1.1 Acceptance of Proposal. The Town of Patterson may at its option notify a Bidder in writing that its proposal has been accepted and such notice shall initiate the period for submission and review of the Bidder's insurance certificates, Declarations Page for each policy, and other documentation required by this proposal, including the execution of a formal contract for the services set out in the Bid.
- 1.2. Contract. The Town of Patterson desires to enter into a Contract as the "Contract" for the services described in this Invitation to Bid, in the general form attached to this Bid. Within fourteen days of the issuance of a notice of award, the Contractor shall execute a Professional Services Contract, in the form attached hereto or as may be amended by mutual agreement, for the performance of the serviced identified in this Proposal.
- 1.3 Contractual Relationship. Any contractual relationship that will result from this request for this proposal shall not impose any liability or duty on the Town of Patterson for the acts, omissions, liabilities or obligations of the Contractor, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Contractor, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker's compensation, disability benefits and social security.
- 1.4 Payment. Not more frequently than monthly the successful Bidder shall submit an invoice for payment of services. The invoice shall include be in a form as required by subsection 1.5, below. The invoice shall be accompanied by a Town of Patterson voucher form, completed in all respects by the Contractor seeking payment.
- 1.5 Itemized Invoices. Invoices submitted for payment to the Town of Patterson shall be itemized by the locations where work was performed, and the amount of

compensation the Contractor is seeking for that period. The invoice shall provide a detailed description of the services rendered by the Contractor for the period, and the dates on which the work was performed.

- 1.6 Negotiation Delay. If any contract cannot be agreed upon within twenty-one (21) days of notification to the designated Bidder, the Town of Patterson may terminate negotiations with that Bidder and negotiate a contract agreement with another Bidder of its choice.
- 1.7 Subcontracting. The successful Bidder shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Town of Patterson

2.0 Limitations on Work during Term of Contract.

- 2.3 The Town of Patterson shall not be responsible for any physical injuries or death to the Contractor's agents, servants, or employees or to any other person or for damage to any property sustained during the Contractor's operations and work. The Town of Patterson shall not be responsible for the safety and protection of the Contractor's employees. The Contractor shall hold harmless and indemnify the Town of Patterson from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors or subcontractors to the extent set forth in the Insurance Requirements, contained in this request for Proposals.

3.0 Insurance.

- 3.1. It is a requirement of the Town of Patterson that the Bidder shall procure and maintain at his own expense, and without expense to the Town of Patterson, the insurance specified in this Invitation for Bid, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this Invitation for Bid. The Contractor shall file with the Town of Patterson, within ten (10) days of the issuance by the Town of Patterson of a notice of award, proof of insurance, as described herein, in a form acceptable to the Town of Patterson. The insurance certificate and declarations page for each policy, evidencing the required insurance coverages, shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the Town, and shall list the Town of Patterson as an additionally insured.
- 3.2. The Contractor, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to;
 - 3.2.1. Worker's compensation insurance;
 - 3.2.2. Comprehensive general insurance; and
 - 3.2.3. Automobile liability insurance (including contractual liability coverage);

- 3.2.4. Professional liability insurance;
- 3.2.5. Minimum wage requirements;
- 3.2.6. Unemployment insurance requirements of the Labor Law;
- 3.2.7. Federal and state employment taxes.

4.0 Miscellaneous Provisions.

- 4.1 Compliance With Laws. This Invitation for Bids, and any contract entered into between the Bidder and the Town of Patterson shall be governed by and in accordance with the laws of the State of New York and the United States of America. The Bidder shall comply with all the laws applicable to the work or the performance of work in this Invitation for Bids. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Town of Patterson to terminate any contract.
- 4.2. Labor Law, Prevailing Wages. The successful Bidder, at its sole cost and expense, shall comply with all provisions of the New York State Labor Law, especially as it pertains to the payment of prevailing wage's including, without limitation , Articles 8, 8-A and 9 thereof, the lien of law, the worker's compensation law and all other laws or ordinances affecting this Contract. The successful Bidder shall be deemed to have certified to the Town by the submission of its Bid that all of its employees are legally entitled to work within the United States and that it has caused all of its employees who are not U.S. Citizens to complete Department of Homeland Security U.S. Citizens and Immigration Services Form I-9, Employment Eligibility Verification ("I-9 Form"). Written verification of the foregoing will be submitted to the Town upon request.
- 4.3. Employees. Each employee of the successful Bidder shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence, as evidenced by an alien registration receipt card. The Bidder will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times.

5.0 Lawn Maintenance

- 7.1 Lawns shall be cut at weekly intervals, or more frequently as needed to maintain the desired grass height.
- 7.2 Maximum grass height - 2-2 ½".

6.0 General Requirements

- 8.1 All debris, clippings and yard waste generated from the work of the Contractor, except those generated from lawn mowing operations, are to be removed from premises.

9.0 Equipment

- 9.1 All equipment utilized in the performance of the work shall be in good condition, with all safety features in good working order and used by the contractor and his employees.
- 9.2 All mowers shall be fully shielded to prevent rocks and other debris from being discharged at high velocities from the mower chute.
- 9.3 All equipment shall be used in a safe manner so as to avoid any damage to property, or persons. The Town shall not be libel for any misuse of equipment by the Contractor or their employees.

SEASONAL LAWN MAINTENANCE AND LANDSCAPING

TOWN OF PATTERSON COUNTY OF PUTNAM

SPECIFICATIONS

The Town of Patterson is seeking bids to complete the maintenance described below, at each of the locations listed.

A. BID FOR 2021 SEASON- Memorial Ballfield, Warren Beach, Parma Beach, Interlaken Beach, Lacona Beach, Johnson Beach, Hudson Beach, Jackson Beach, and Fairfield Beach and Boathouse.

1. Memorial Ballfield, 293 Haviland Drive (Tax Map No. 25.63-2-48)

a. Description.

- i. A 3.08± acre parcel used as a ballfield, with a 60' base to base field, backstop and bleachers. Memorial Ballfield is located at the intersection of Haviland Drive and Interlaken Road.

b. Work to be performed.

- i. Lawn cutting at weekly intervals and as necessary to maintain 2-2 ½" grass height of the ballfield area.
- ii. Lawn cutting and trimming of the bleacher area.
- iii. Trimming along Interlaken Road.
- iv. **Weekly mowing or trimming the rough "hill" area from the grass line to the fence at the outfield and sides of grass area.**
- v. Edging of the 1st base and 3rd base "foul line" so that the Lime Line can be seen from 1st and 3rd bases to the outfield.
- vi. Weekly mowing the lawn area surrounding the basketball court.

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

2. Warren Beach

a. Description.

- i. Located along Waterford Road (a one-way loop road off of Haviland Drive). Warren Beach has approximately 210' of frontage on the Lake, however, only approximately 110' of that frontage is a sandy beach. The park area varies in width with an average of 60'.

b. Work to be performed.

- i. Lawn cutting within the fenced areas of approximately 5,700 s.f. of lawn area at weekly intervals and as necessary to maintain 2-2 ½" grass height.
- ii. Trimming along the entire interior side of the chain link fence.
- iii. Trimming along the exterior side of the chain link fence, between fence and Waterford Road

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 10:00 a.m. or 5:00 p.m to 7:30 p.m.

3. Parma Beach

a. Description.

- i. Located along Haviland Drive across from Parma Place and immediately south of 215 Haviland Drive.

b. Work to be performed.

- i. Grass and weed trimming with a string trimmer monthly.

c. Additional Requirements:

- i. None

4. Interlaken Beach

a. Description.

- i. Located along Lakeshore Drive on the westerly side of the Lake between Interlaken Road and Marshall Road. The park area is approximately 28' by 140', with 60' of sandy beach area on the northerly end of the park area. Along the water's edge on the southerly end of the park area ornamental grasses have been planted as a deterrent to geese. The ornamental grasses should not be trimmed.

b. Work to be performed.

- i. Lawn cutting of lawn area at weekly intervals and as necessary to maintain 2-2 ½" grass height.
- ii. Trimming along the entire interior side of the chain link fence.

- iii. Trimming along the exterior side of the chain link fence, between fence and Lake Shore Drive.

c. Additional Requirements:

- i. None

5. Lacona Beach

a. Description.

- i. Lacona Beach is a natural area/park located along Lakeshore Drive at the intersection of Lacona Drive. The Area is approximately 50' x 100' with a park bench.

b. Work to be performed.

- i. Lawn cutting and/or and trimming once per month and as necessary to maintain 2-2 ½" grass height.

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

6. Johnson Beach

a. Description.

- i. Johnson Beach is located along Lake Shore Drive, northeast side of the Lake between NYT utility poles #54 and 55 (NYSEG #519).

b. Work to be performed.

- i. Lawn cutting and trimming at weekly intervals and as necessary to maintain 2-2 ½" grass height.

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

7. Hudson Beach

a. Description.

- i. This beach is located on the northeasterly end of the Lake, along

Lake Shore Drive, south of Hudson Road and approximately 500' north of Harmon Road. Hudson Beach is all lawn, with no formal sandy beach area remaining.

b. Work to be performed.

- i. Lawn cutting within the fenced areas of approximately 6,400 s.f. of lawn area at weekly intervals and as necessary to maintain 2-2 ½" grass height.
- ii. Trimming along the entire interior side of the chain link fence, and along the shoreline.
- iii. Trimming along Lakeshore Drive

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

8. Jackson Beach

a. Description.

- i. Jackson Beach is located along Lakeshore Drive, on the easterly side of the Lake at the northwesterly intersection with Jackson Road. The overall area is approximately 65' by 104', however the majority of area is sandy beach.

b. Work to be performed.

- i. Lawn cutting within the fenced areas of approximately 3,500 s.f. of lawn area at weekly intervals and as necessary to maintain 2-2 ½" grass height.
- ii. Trimming along the entire perimeter of lawn area up to the forested areas on the north and south ends of the beach. Trimming up to the chain link fence where lawn, and along the perimeter of the unkept area south of the gate.
- iii. Trimming along the exterior side of the chain link fence, between fence and Lakeshore Drive.

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 10:00 a.m. or 5:00 p.m to 7:30 p.m.

9. Fairfield Beach

a. Description.

- i. Located along Lake Shore Drive on the southerly end of the Lake, opposite Queensbury Road. The Beach is approximately 45' by 161'. There is 65' of beach area, with the remaining parkland used as a grass picnic area.

b. Work to be performed.

- i. Lawn cutting within the fenced areas of approximately 2,200 s.f. lawn area of lawn area at weekly intervals and as necessary to maintain 2-2 ½" grass height.
- ii. Trimming along the entire interior side of the chain link fence.
- iii. Trimming along the exterior side of the chain link fence, between fence and Lake Shore Drive

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

10. Boathouse

a. Description.

- i. The "Boathouse" is located on the parklands at the intersection of Lake Shore Drive and Fairfield Drive.

b. Work to be performed.

- i. Lawn cutting between the boathouse and the Lake's edge at weekly intervals and as necessary to maintain 2-2 ½" grass height.
- ii. Trimming around the boathouse and parking area.
- iii. Trimming in the area between the back of the boathouse and the wooded area abutting Fairfield Drive/Lakeshore Drive.

c. Additional Requirements:

- i. Lawn maintenance is to occur Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

SEASONAL LAWN MAINTENANCE AND LANDSCAPING

TOWN OF PATTERSON
COUNTY OF PUTNAM

TOWN OF PATTERSON

INSURANCE SPECIFICATIONS

A. Required Insurance. The following insurance coverages are required to maintained by the Contractor during the terms of the Contract, proof of which. shall provide to the Town of Patterson, P.O. Box 470, 1142 Route 311, Patterson, NY 12563

1. Worker's Compensation: Statutory per New York State law without regard to jurisdiction (See Section B.1, below)
2. Employer's Liability: Statutory (See Section B.2, below)
3. Commercial General Liability CG 00 01 (ed. 10/02) or equivalent (See Section B.3, below) Combined Single Limit - Bodily Injury and Property Damage
 - \$2,000,000 per occurrence
 - \$2,000,000 products/completed operations aggregate
 - \$4,000,000 general aggregate
 - \$25,000 maximum deductible
4. Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below) Combined Single Limit - Bodily Injury and Property Damage
 - \$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

5. Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence. (See Section B.5, below)

B. General Provisions Applicable to Insurance Coverages:

These provisions are applicable to both the insurance coverages required to be maintained by Contractor, and the insurance coverages required to be maintained by any consultant/contractor/subcontractor engaged or retained by the Contractor. In each case, the reference to "CONTRACTOR" shall mean the party to whom the Bid was awarded and is required to maintain insurance coverage, and the reference to "Contract" shall mean either the Personal

Services Contract or other Agreement of the contract pursuant to which the consultant, contractor or subcontractor is providing materials or services (in the case of a consultant, contractor or subcontractor) specified in the Bid documents, or as may be amended by mutual agreement. As used herein, any reference to the "TOWN" shall mean the Town of Patterson, with its offices located at P.O Box 470, 1142 Route 311, Patterson, N.Y. 12563.

1. Worker's Compensation Insurance:

Before performing any work on the Contract, the Contractor shall procure Worker's Compensation Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or service under the contract. One certificate and Declarations Page of such insurance or authority for self-insurance shall be furnished to the Town of Patterson.

2. Employer's Liability Insurance:

Before performing any work on the Contract, Contractor shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom worker's compensation coverage is not a statutory requirement. Certificates confirming renewals of insurance shall be presented not less than thirty (30) days prior to the expiration date of coverage until all operations under the subject contract are deemed completed. One certificate and Declarations Page of such insurance or authority for self-insurance shall be furnished to the Town of Patterson.

3. Commercial General Liability:

Before commencing work on the Contract, the Contractor shall procure a commercial general liability insurance policy issued by a New York admitted carrier through a New York Licensed resident broker in the contractor's name and naming the Town of Patterson as an additional insured (using ISO endorsement CG 20 10) and endorsed to cover liability assumed by the Contractor under the indemnity provisions of the Contract. This insurance policy must be maintained during the life of the contract and shall protect the Town of Patterson, the Contractor and his/her subcontractors performing work on the Contract from Claims for property damage and/or bodily injury which may arise from operations under the contract, whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. One certificate of such insurance and Declarations Page, together with copies of all endorsements as pertain to the requirements of the subject contract, shall be furnished to the Town of Patterson at the address shown above. The policy shall contain no exclusions or endorsements which are not acceptable to the Town of Patterson and shall be of a form and by an insurance company acceptable to the Town of Patterson.

(a) Commercial General Liability - Endorsements and Exclusions

The following endorsements are required to be made on the policy:

(i) Notice: shall be addressed to the Town Clerk, Town of Patterson, P.O. Box 470, 1142 Route 311, Patterson, NY 12563.

(ii) Notice of Cancellation of Policy: The Policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days prior written notice is sent to Town of Patterson, with its offices located at P.O. Box 470, 1142 Route 311, Patterson, NY 12563.

4. Automobile Liability:

The Contractor will provide the Town of Patterson with evidence of insurance covering all owned, non-owned and hired vehicles to be used in connection with the contract. If on a “schedule autos” basis, Contractor shall present the schedule of insured autos, including the vehicles to be used for operations under the Contracts.

5. Insurance Agreement:

(a) The Contractor is required to obtain and to maintain insurance outlined herein.

(b) The insurance required for the Contract must be on forms acceptable to the Town of Patterson and offered by insurers acceptable to the Town of Patterson. The insurance for all New York Contractors must be issued by New York authorized carriers except as approved by the Attorney for the Town of Patterson and in any event must comply with all requirements of New York State laws and regulations and meet the standards of the forms set forth in Section 3.0 above. Insurance for non-New York Contractors must be through insurers and sureties admitted and authorized in the state of headquarters of the Contractor, have an A.M. best rating of A or better and meet the standards for forms set forth in the above. Additionally, all requirements as to forms set forth in New York State law and regulations apply without regard to jurisdiction as standards of coverage.

(c) Where circumstances warrant, the Town of Patterson may, at its discretion subject to acceptance by the Town of Patterson Attorney, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on form prescribed by the Attorney for the Town of Patterson and payable at an office of a bank approved by the Town of Patterson.

(d) The Contractor agrees that all insurance contributing to satisfaction of the insurance requirements set out in this Exhibit shall not be modified, terminated, or canceled by the Contractor without prior written approval of the Town of Patterson.

(e) The Contractor shall be solely responsible for payment of all deductibles and premiums for insurance contributing to satisfaction of the requirements of this Exhibit and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Town of Patterson is an insured under the policy.

(f) Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of the requirements of the Exhibit shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

(g) The Contractor shall promptly notify the Town of Patterson within 24 hours of any accidents arising in the course of operations under the contract causing bodily injury or property damage and shall cooperate fully with the Town of Patterson in providing all such records and information as may be requested by the Attorney representing the Town of Patterson in anticipation of claims against the Town of Patterson which may arise from the accident. A complete report of the accident shall be made within five (5) business days on such form as may be provided by the Attorney representing the Town of Patterson.

(h) The Contractor may apply to the Town of Patterson for approval of higher deductible based on financial capacity and quality of the carrier affording coverage.

(i) Certificates confirming renewals of insurance shall be presented no less than 30 days prior to the expiration date of coverage until all operations under the subject contract are deemed complete.

7. Forms of Insurance Certificates and Declarations Page:

Successful Bidder shall deliver the Declaration's Page of each policy naming the Town as an additional insured. Insurance certificates shall conform to the following:

(a) Certificates must be issued by the insurance company using the "ACCORD" forms issued by its brokers, except for Worker's Compensation coverage where the contractors must provide Form C-105.2 issued by an insurance carrier or Form U-26.3 issued by the New York State Insurance Fund.

(b) Certificates must unconditionally grant to the Town of Patterson thirty (30) calendar days' notice of cancellation or non-renewal. "Endeavor" or other qualifying language is not acceptable.

(c) All additional insureds required by this Insurance Specification shall be listed as such.

(d) The authorized representative of the insurance company executing the certificate(s) must indicate his/her title.

(e) Original executed certificates must be delivered to Town of Patterson.

PROFESSIONAL SERVICES CONTRACT

SEASONAL LAWN MAINTENANCE AND LANDSCAPING SERVICES

THIS AGREEMENT made this _____ day of _____, 2021, by and between the TOWN OF PATTERSON, a municipal corporation of the State of New York, having its principal offices at 1142 Route 311, Patterson, New York 12563 (hereinafter referred to as the “Town”), and _____, a _____ corporation, having its principal offices at _____ (hereinafter referred to as the “Contractor”);

WHEREAS, the Town has advertised for bids for SEASONAL LAWN MAINTENANCE AND LANDSCAPING SERVICES FOR THE PUTNAM LAKE PARK DISTRICT-2021 SEASON; and

WHEREAS, bids were submitted by various contractors; and

WHEREAS, _____ has submitted the lowest qualified and responsible bid; and

WHEREAS, by Resolution No. _____ dated _____, the Town Board of the Town of Patterson awarded _____ the contract to perform SEASONAL LAWN MAINTENANCE AND LANDSCAPING SERVICES FOR THE PUTNAM LAKE PARK DISTRICT-2021 SEASON within the Town of Patterson in accordance with the General Requirements and Specifications contained in the bid documents; and

WHEREAS, the Town of Patterson and Contractor are desirous of entering into an agreement to perform the SEASONAL LAWN MAINTENANCE AND LANDSCAPING SERVICES FOR THE PUTNAM LAKE PARK DISTRICT-2021 SEASON in accordance with the

General Requirements and Specifications contained in the bid documents;

WHEREAS, the Town of Patterson is a municipal corporation of the State of New York; and

WHEREAS, the Town of Patterson desires to hire the Contractor to perform SEASONAL LAWN MAINTENANCE AND LANDSCAPING services on behalf of the Town; and

WHEREAS, the Contractor has the necessary qualifications, experience and/or education to provide the services desired by the Town; and

WHEREAS, the Contractor is willing to be employed by the Town, and the Town is willing to employ the Contractor on the terms and conditions hereinafter set forth; and

WHEREAS, the Town has the necessary funds to pay the Contractor pursuant to the terms of this Contract;

NOW, in consideration of the mutual covenants contained herein, as well as in the bid proposal submitted by the Contractor, the Town and the Contractor hereby agree that the terms and conditions of the bid documents, the bid proposal submitted by the Contractor, and the Town of Patterson Resolution No. _____ dated _____ and entitled “_____” which are attached hereto and incorporated herein, shall govern and become the terms of this Contract, and the parties further agree as follows:

SECTION 1 – EMPLOYMENT

It is understood that all the bid documents and/or specifications constitute a part of this Contract; that those documents are incorporated into this Contract as if the same were set forth herein at length; and that the award of the contract on the basis of the bid constitutes a contract, the execution of this Contract being a mere formality.

SECTION 2 – BEST EFFORTS OF CONTRACTOR

The Contractor agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents, perform all of the duties that may be required of and from it pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the Town. The Contractor further agrees to complete said work in a timely and efficient manner and in accordance with the Specifications. The Contractor further agrees that all work completed under the Contract must meet with the approval of a designated Town Official.

SECTION 3 – TERMS OF EMPLOYMENT

Employment under this Contract shall commence on **April 19, 2021** and shall terminate at midnight on **November 22, 2021**, subject to the termination provisions hereinafter set forth in Section 11.

SECTION 4 – COMPENSATION OF CONTRACTOR

The Town, in consideration of the Contractor's faithful compliance with all of the terms and conditions herein set forth, shall pay the Contractor and the Contractor shall accept from the Town, in full payment for the Contractor's services hereunder, compensation in the amount of _____, to be paid in accordance with the Bid for Lawn Maintenance and Landscaping, the proposal prepared by the Contractor and agreed to by the Town. All requests for compensation for work completed by the Contractor shall include a Town of Patterson voucher attaching an itemized statement indicating a description of the phase of work completed and the billing fee. Contractor shall submit its vouchers for payment within thirty (30) days of the date of service; however, vouchers shall not be submitted more frequently than once per month. If Contractor cannot submit its voucher for payment within thirty (30) days of the date of service, then Contractor shall provide

the Town with a written explanation of the delay.

SECTION 5 – CONTRACTOR NOT AN EMPLOYEE

Neither the Contractor nor any person employed by the Contractor shall hold themselves out as an officer or employee of the Town, nor shall the Contractor or any person employed by the Contractor make any claim against the Town as an officer or employee thereof for such benefit as worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership of credit or any other benefits accruing to said officers or employees of the Town.

SECTION 6 – CONTRACTOR TO COMPLY WITH LAW

To the extent that they are constitutional, the Contractor agrees to comply with the provisions of Section 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Contract are hereby deemed to be incorporated herein. Performance under the terms and conditions of this Contract shall be subject to and in conformance with all applicable laws, rules and regulations in effect as of the date of this Contract.

SECTION 7 – ASSIGNMENT

This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Town.

SECTION 8 – SUBCONTRACTORS

The Town reserves the right to approve all subcontractors. The Contractor will notify the Town of the name and address of such subcontractor it intends to employ, the portion of the work which the subcontractor is to do and/or the material which the subcontractor is to furnish, the subcontractor's place of business and such other information as the Town may require in order to determine whether such subcontractor is reputable and reliable and able to perform the work as called for in the Specifications. The Contractor shall not be released from any of its liabilities or obligations under this Contract should any subcontractor fail to perform the work undertaken by it in a satisfactory manner.

SECTION 9 – EXECUTORY CLAUSE

This Contract shall be deemed executory only to the extent of the monies available to the Town for the performance of its terms, and no liability shall be incurred by the Town beyond the monies so available.

SECTION 10 – REMEDIES

In the event of the failure of the Contractor to carry out the terms and conditions of this Contract, the Town Board reserves the right to withhold compensation which may be due or become due until such time as the Contractor fulfills its obligations. If the Town Board determines that the Contractor is in default, and the Contractor has not cured said default within forty-eight (48) hours of receipt by the Contractor of a written notice, by fax, overnight service, certified mail, or personally, the Town Board may immediately contract or otherwise provide for the performance of the work herein. The cost thereof, together with any other expenses and/or damages incurred by the

Town, shall be paid by the Contractor. Said amount or any portion thereof may be collected by the Town by deduction from any outstanding balance owed to the Contractor by the Town. In addition, in the event of a repeated neglect or failure of the Contractor to perform the work in accordance with the conditions or schedule herein, the Contractor shall, at the discretion of the Town Board, pay to the Town as liquidated damages and not as a penalty, the amount of Five Hundred Dollars (\$500.00) for each week the neglect or failure to comply with the requirements herein continues, until such deficiency in meeting the Contract requirements has been satisfied.

SECTION 11 – TERMINATION

This Contract may be terminated by either party on thirty (30) days prior written notice to the other. In the event of any violation by the Contractor of any of the terms of this Contract, the Town may thereon terminate employment without notice. In the event of termination for any of the foregoing reasons, compensation shall be prorated to the date of termination.

SECTION 12 – ENTIRE AGREEMENT

It is understood that this Contract constitutes the entire agreement between the Town and the Contractor. Should any part of this Contract be declared void by legal ruling, all other parts shall remain in effect.

SECTION 13 – INSURANCE/INDEMNIFICATION

(A) The Contractor agrees to indemnify and hold the Town free and harmless from and against any and all costs, damages, claims, causes of action, liability or damages, including legal fees and disbursements, incurred by or made or threatened against the Town arising from or in any

way related to the performance, or failure to perform, by the Contractor of any of the work for which the Contractor is responsible hereunder. Contractor agrees to provide the Town with a Certificate of Insurance and declaration page for each policy naming the Town as an additional insured with said Certificate of Insurance to indicate the insurance coverage in accordance with the Insurance Schedule contained in the bid documents. Said Certificate of Insurance shall be delivered and approved by the Town prior to the commencement of any work by the Contractor.

(B) The Contract shall provide to the Town a satisfactory Certificate of Insurance evidencing that worker's compensation insurance is in effect, which shall stay in effect for the duration of this Contract.

(C) Except for the amount, if any, of damage contributed to, caused by or resulting from the gross negligence of the Town, the Contractor shall indemnify, defend and hold the Town, its officers, employees and agents, jointly and severally, free and harmless from and against any and all liability, damages, claims, causes of action, demands, costs, judgments, fees, attorneys' fees and expenses and/or loss arising directly or indirectly out of the acts or omissions by the Contractor, its subcontractors, and/or third parties under the direction or control of the Contractor, in the performance of any of Contractor's obligations hereunder.

SECTION 14 – NONDISCRIMINATION

During the term of this Contract, the Contractor agrees as follows:

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with

Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public buildings or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, sex or disability (a) discriminate in hiring against any citizen of the State of New York who is qualified and available to perform the work; and (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to possible termination of this Contract and forfeiture of all monies due hereunder for a violation of this clause.

**SECTION 15 – EQUAL EMPLOYMENT OPPORTUNITIES
FOR MINORITIES AND WOMEN**

In accordance with Section 312 of the Executive Law, if this Contract is (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00), whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, rendered, or furnished to the contracting agency; or (ii) a written agreement in excess of One Hundred Thousand Dollars (\$100,000.00), whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of One Hundred Thousand Dollars (\$100,000.00), whereby the owner of a state-assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements

thereon for such project, then:

(A) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

(B) At the request of the Town, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(C) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor will include the provisions of paragraph (A), (B) and (C) above in every subcontract over Twenty-Five Thousand Dollars (\$25,000.00) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon. Section 312 of the Executive Law does not apply to (i) work, goods or services unrelated to this Contract; or (ii) employment outside of the State of New York; or (iii) banking services, insurance policies, or the sale of securities. The Contractor shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section as compliance with this section. The Town shall determine whether the imposition of the requirement of the provisions herein duplicate or conflict with any such federal law and, if such duplication or conflict exists, the contracting agency

shall waive the applicability of Section 312 to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

SECTION 16 - COMPETITIVE WAGES

No laborer, workman, or mechanic shall be permitted or required to work more than 8 hours in any one calendar day or more than 5 days in any one week, except in cases of extraordinary emergency, including fire, flood, or danger to life or property. (The section also provides for the process of applying to the industrial commissioner for a dispensation in order to allow laborers to work in excess of this amount of time, and to be compensated with premium wages prevailing in the area, however it does not specifically state that this must be included in the contract.)

Each laborer, workman, or mechanic shall be paid wages not lower than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such public work is located.

SECTION 17 – GOVERNING LAW

This Contract and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York.

SECTION 18 – PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Contract, or the application thereof to any person or circumstances, shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

SECTION 19 – ENDORSEMENTS

No agreement, oral or written, respecting this Contract shall be binding upon either party unless in writing and attached hereto.

SECTION 20 – NOTICE OF CLAIM

Service of a verified claim on the municipal clerk within ninety (90) days of accrual of a claim against the Town of completion of work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this Contract. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the Contractor's final voucher under this Contract.

SECTION 21 – NOTICES

All notices required or permitted to be given hereunder shall be in writing and sent by certified, registered or express mail, postage prepaid, return receipt requested, or by Federal Express or other recognized national overnight courier, or hand delivered, addressed to the party receiving same as follows, or to such other address or addresses as the parties may designate from time to time by notice provided in accordance with this provision.

To the Town: Richard Williams Sr., Supervisor
Town of Patterson
1142 Route 311
P.O. Box 470
Patterson, NY 12563

To the Contractor: _____

Any such notices shall be effective upon delivery to the address of the party to whom the notice is direction.

SECTION 22 – COUNTERPARTS

This Contract is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) agreement.

