

TOWN OF KENT
NOTICE TO BIDDERS

ELECTRICAL WORK

AT KENT RECYCLING CENTER

NOTICE IS HEREBY GIVEN that sealed bids for electrical work at the Kent Recycling Center will be received by the Town of Kent at the office of the Town Clerk, Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon on Friday, August 17, 2018 and then at said place be publicly opened and read aloud.

All of the bids must meet the specifications of the Town of Kent. Copies of the information for bidders, general requirements, bid specifications, non-collusive bidding certification, bid proposal forms, and hold harmless agreement may be obtained at the office of the Town Clerk and on our website at www.townofkentny.gov. Bids must be submitted at the above address in sealed envelopes and must bear on the face thereof the name and address of the bidder and the following inscription: "Bids for Electrical Work at the Kent Recycling Center."

The Town of Kent reserves the right to reject any and/or all bids and to re-advertise for new bids. Bids shall be awarded in accordance with General Municipal Law § 103.

Dated: 7-27-18

BY ORDER OF THE TOWN BOARD
TOWN OF KENT

Yolanda D. Cappelli

YOLANDA D. CAPPELLI, Town Clerk

SPECIFICATIONS

ELECTRIC SERVICE & ELECTRIC COMPONENTS

KENT RECYCLING CENTER
16 RAY SINGER COURT
KENT LAKES, NY 10512

For a New 30' x 42' Building

1. 200 amp 3 phase overhead electric service from existing pole with no intermediate pole – with a 30 space main breaker panel
2. Six (6) linear LED low bay fixtures with 7,500 lumens each, 2 rows installed vertical to garage doors and not above doors while doors are open.
3. Eleven (11) Electrical Outlets (location to be determined)
4. Four (4) On/Off switches (location to be determined)
5. One (1) outdoor outlet. Location near the 6ft. garage door facing cell tower.
6. Two (2) Exit/Emergency Lights, one above garage door facing cell tower and one above the main door.
7. One (1) 15K unit heater with thermostat
8. Two (2) pairs of LED flood lights on motion sensors

PRE-BID MEETING – A pre-bid meeting will be held for Bidders at the project site at:
1:30 p.m. Wednesday, August 8, 2018.

NON-COLLUSION STATEMENT

In accordance with the requirements of Section 103-d of the General Municipal Law of the State of New York, the bidder certifies that:

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a 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 independent without collusion, consultation, communication, or agreement, for the purpose of restriction 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 or restricting competition.

The bidder certifies that they comply with Office of Revenue Sharing 504 Regulations.

I, hereby affirm under the penalties of perjury that the foregoing statements are true.

Date:

Legal Name of Bidder
(Individual, Firm or Corporation)

By _____

The deponent is _____ of _____

The corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Address of Bidder

HOLD HARMLESS AGREEMENT

_____ does hereby covenant and agree to defend, indemnify and hold harmless the Town of Kent from and against any and all liability, loss, damages, claims or actions including costs and attorneys' fees for bodily injury and/or property damages, to the extent permissible by law arising out of or in connection with the actual or proposed use of the property, facilities known as

_____ and/or the Town of Kent's services by _____

_____ and/or the activities, functions, events, affairs or proceeding of _____.

Print Name:

Title:

Insurance Agreement for Jobs under \$5,000

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 c equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$2,000,000 per occurrence/\$2,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Insurance Agreement for Jobs under \$5,000

- **Asbestos/Lead Abatement Insurance**

With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.

- **Professional Errors and Omissions Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
 - Waiver of Subrogation must be provided in favor of the Town of Kent
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Sample Insurance Agreement for Contractors

- **Asbestos/Lead Abatement Insurance**
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.