TEL: 914-277-3323
FAX: 914-277-3960

TOWN CLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

Town House
335 Route 202
Somers, N.Y. 10589

PATRICIA KALBA
TOWN CLERK

NOTICE TO BIDDERS

TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that sealed Bids will be received by the Town of Somers until 10:00 a.m. on Tuesday, August 31, 2021 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589, at which time and place said sealed Bids will be publicly opened and read aloud, on the following:

To provide Storage L.P. Tanks and Line in conjunction with the replacement generator at the Heritage Hills Activity Center, 8 Heritage Hills Drive, Somers, New York 10589.

Bid Documents may be obtained in the Town of Somers Town Clerk's Office, 335 Route 202, Somers, New York 10589 beginning Thursday, August 19, 2021 during regular business hours of 9:00 a.m. to 4:30 p.m.

A bank check in the amount of not less than 5% of the amount Bid or a Bid bond shall accompany the Bid. Bidders submitting a bank check as Bid security shall also submit a certificate of surety from a licensed surety bond company. Bidders submitting a Bid bond are not required to submit a certificate of surety.

The Bid must be submitted in a sealed envelope plainly marked "Town of Somers Storage Tank and Line Heritage Hills Generator Bid."

The Town of Somers reserves the right to accept or reject any or all Bids and to waive any informalities, in its discretion, and to award the contract in a manner deemed to be in the best interests of the Town of Somers.

BY RESOLUTION OF THE TOWN BOARD

March 11, 2021

Patricia Kalba
Town Clerk

TEL: 914-277-3323
FAX: 914-277-3960

TOWN CLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

Town House
335 Route 202
Somers, N.Y. 10589

PATRICIA KALBA
TOWN CLERK

TOWN OF SOMERS
Westchester County, NY

Bid documents and specifications to provide Storage L.P. Tanks and Line in conjunction with the replacement generator at the Heritage Hills Activity Center, 8 Heritage Hills Drive, Somers, New York 10589.

August, 2021

Information to bidders

1. Sealed Bids Requested.

Sealed Bids will be received by the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York until 10:00 a.m. on August 31, 2021 for the Contract entitled: Storage L.P. Tanks and Line in conjunction with the replacement of a generator at the Heritage Hills Activity Center, 8 Heritage Hills Drive, Somers, New York 10589.

2. Scope of Work.

To provide Storage L.P. Tanks and Line in conjunction with the replacement of a generator at the Heritage Hills Activity Center, 8 Heritage Hills Drive, Somers, New York 10589 including the following:

- Set 2-1,000 gallon underground (customer owned tanks).
- Run line (IPS plastic) from tanks to generator location (same location as existing generator).
- Install 1st and 2nd stage regulators.
- Pipe out the new 125kw generator. Vent regulator away from the generator.
- Perform leak and operating test.

General Info:

- ALL new inside lines MUST be inspected by the local Building Inspector before they can be connected.
- ALL appliances MUST be in place before the final connections are made.
- Conversion kits should be purchased and supplied by the time of the final connection.
- ALL tanks MUST be within 100' of the driveway (safe parking area), so the tank can be filled.
-

3. Bid Documents.

The Bid Documents consist of the following Sections:

a. Notice to Bidders;

b. Information to Bidders

c. Bid Specifications;

d. Bid Proposal, Non-Collusive Bidding Certification;
Certificate of Surety, Bid Bond, and Statement of Qualifications

e. Performance and Payment Bond

f. Schedule A, Insurance and Indemnification
(Agreement will be furnished at time of award)

4. Bid Proposal.

The Bid Proposal shall comply with the Bid Documents. All Bids shall be made upon the blank Bid Proposal Form in the Bid Documents, stating the Bid price both in words and in figures. The Bid Proposal shall be signed by the Bidder and include the Bidder's business address. Bids shall be enclosed in a sealed envelope marked as "Town of Storage Tank and Line Heritage Hills Generator Bid." and addressed as follows:

Town Clerk
Town of Somers
335 Route 202
Somers, New York 10589

The Bidder shall not remove or submit the Bid Proposal separately from the volume of Bid Documents, but shall submit the Bid Proposal bound in with the complete volume of Bid Documents, including all pages, correctly assembled. Bids not containing all pages of the original Bid Documents may be rejected. Bids which have any omissions, erasures, alterations, additions or items not called for in the Bid Documents, or which contain irregularities of any kind, may be rejected.

5. Bid Security.

The Bidder shall submit to the Town with the Bid Proposal a bank check in an amount of not less than five percent (5%) of the total Bid for the contract, or a Bid bond from a surety bond company authorized to do business in New York State.

Bidders submitting a bank check as Bid security shall also submit a Certificate of Surety from a licensed surety bond company in the form set forth in the Bid Proposal Form Section assuring the Town that the Surety will provide the performance and payment bond required by the Bid Documents. Bidders submitting a Bid Bond, as Bid security, are not required to submit a Certificate of Surety.

The Bid security will be forfeited to the Town as liquidated damages if the Bidder awarded the contract shall fail to execute the required form of contract and supply the required bonds

and liability insurance within ten (10) days after notice of award from the Town. The Bid security deposits of Bidders may be held until the successful Bidder has executed the required contract and supplied the required bonds and insurance, or until all Bids have been rejected.

6. Non-Collusive Bidding Certification.

Each Bidder shall complete the Non-Collusive Bidding Certification in the Bid Proposal. No Bid will be accepted without this form properly completed and included with the Bid Proposal.

7. Withdrawal of Bid.

No Bid submitted shall be withdrawn for at least a period of forty-five (45) days from the date of the Bid opening.

8. Contract Execution.

The Bidder awarded the contract shall execute and deliver to the Town of Somers, two (2) fully executed copies of the required written contract in the form included in the Bid Documents, together with all required bonds and insurance, within five (5) days after notice from the Town that the contract has been awarded to the Bidder. If the Bidder awarded the contract shall execute and deliver the contract, as required, and furnishes the required bond and insurance within the time specified, the Bid security shall be returned to the Bidder.

9. Bonds.

The Bidder awarded the contract shall furnish a properly executed Performance Bond and Payment Bonds at the time of contract execution, each to be in the amount of 100% of the total contract price. A form of such required bonds are included with the Agreement.

10. Insurance.

The Bidder awarded the contract shall furnish the insurance required in Schedule at the time of contract execution.

11. Errors and Omissions.

If any error or omission appears in the Bid Documents, the Bidder shall within ten (10) days from receiving Bid Documents notify the Town of Somers in writing of such error or omission.

12. Bidder Qualifications.

The Contractor shall meet the licensing and certification requirements of the Federal, State and local regulatory agencies, and shall have a Competent Person in control on the job site at all times during work. This person must comply with applicable Federal, State and Local regulations, which mandate work practices, and be capable of performing the work of this contract. The Bidder shall complete the Statement of Qualifications accompanying the Bid Proposal and shall submit a minimum of three (3) references with the Bid.

The Town of Somers may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the Bidder to perform the work, and the Bidder

shall furnish additional information and data for this purpose as may be required. The Town reserves the right to reject any Bid if the required Statement of Qualifications is not submitted, or if any additional information requested from the Bidder, or the investigation of such Bidder, fails to demonstrate that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein within the time frame designated.

13. Bidder to Determine Conditions of Work.

Bidders will make a personal inspection of the conditions of the work and the work site to obtain the necessary information to enable the Bidder to prepare the Bid Proposal. No allowance will be made for any claim that a bid was made on incomplete information, including, but not limited to the nature and character of the site or work involved. The Town does not guarantee the accuracy of any data given concerning the work site or the conditions of the work. Arrangements to inspect the site may be made by contacting Thomas Tooma, Building Inspector, 914-277-3539.

14. Commencement of Work.

The successful Bidder to whom the contract is awarded shall be prepared to commence work within one week of executing the contract and as directed by the Town official. The work shall be completed as set forth in the Bid Specifications.

15. Acceptance or Rejection of Bid.

The Town of Somers reserves the right, in its discretion, to reject any or all Bids or to waive any informality or irregularity in the Bids received.

16. Affirmative Action

The Bidder awarded the contract must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

17. Wage and Hour Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

The Contractor is hereby bound to pay all labor on this project at rates no less than the prevailing wage scales as prepared by the NYS Department of Labor.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service contract, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of the contract. The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for

the various classes of mechanics, workmen or laborers employed for the work contemplated by the service contract, and showing all authorized deductions, if any, from unpaid wages actually earned. The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service contract shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment or each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

Bid Specifications

1. Scope of Work.

The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and as set forth in the Bid specifications. Work shall be performed in accordance with the following published specifications to provide the Storage L.P. Tanks and Line in conjunction with the replacement of a generator at the Heritage Hills Activity Center, 8 Heritage Hills Drive, Somers, New York 10589

a. For any alternate or substitutions offered as equal, the bidder shall provide the owner with a complete set of specifications. The specifications must include an equipment list showing quantity, model number, description and weight for each line item component. The bidder shall indicate where alternates or substitutions deviate from the specified item.

b. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the bid.

2. Bidder to Determine Conditions of Work.

Bidders will make a personal inspection of the conditions of the work and the work site to obtain the necessary information to enable the Bidder to prepare the Bid Proposal. No allowance will be made for any claim that a bid was made on incomplete information, including, but not limited to the nature and character of the site or work involved. The Town does not guarantee the accuracy of any data given concerning the work site or the conditions of the work. Arrangements to inspect the site may be made by contacting the contacting Thomas Tooma, Building Inspector, 914-277-3539.

3. Work Schedule.

The Contractor, promptly after being awarded the contract, shall submit a schedule for the work. The schedule shall not exceed two (2) weeks.

4. Regulations.

The Contractor shall obtain all applicable notifications, approvals and permits required and comply with and give any (all) notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the work.

5. Work Area.

The Contractor shall keep the site of the work free from unnecessary accumulations of waste materials. Upon the completion of all of the work, the Contractor shall remove all of its tools, scaffolding, equipment and surplus materials, as well as all rubbish and waste resulting from the work. Upon the completion of the work, the site of the work shall be left "broom clean" or its equivalent, to the reasonable satisfaction of the Town. The Town will not be responsible for the Contractor's tools and equipment, including any loss, theft or damage thereto.

6. Manufacturer's Information.

a. Contractor guarantees that the materials and/or equipment offered is standard new material and/or equipment, latest model or regular stock product with parts regularly used for the type of material and/or equipment, and; that such parts are in production and none likely to be discontinued. Also, that no attachment or part has been substituted or applied contrary to manufacturer's standard guarantee against defect in design, materials or workmanship on material and/or equipment delivered to the Town of Somers.

b. Contractors must deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating material.

c. The Contractor shall insure certification by the manufacturer that products supplied comply with local regulations.

d. The Contractor shall submit to the Town, manufacturer's technical information, including label analysis and instructions for handling, storing and applying, along with any product warranty information at the conclusion of the job.

e. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the bid.

7. Warranty.

a. The Contractor warrants to the Owner that materials furnished under the contract will be of good quality and new. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.

b. A Manufacturers warranty will be submitted to the Town at the completion of the work.

c. The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than two (2) years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the balance of the original warranty period.

8. Affirmative Action.

Contractor must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

9. References.

A minimum of three (3) references must be submitted with all Bids as set forth in the Bid Documents.

10. Bid Bond.

As set forth in the Bid Documents, each Bid shall be accompanied by a Bid Bond or a bank check (in the amount of five percent ((5%)) of the Bid) payable to the Town of Somers. If a bank check is submitted, the Bidder will also submit a Certificate of Surety establishing that the Surety will provide the performance and payment bond if the contract is awarded to the Bidder.

11. Non Collusive.

Each Bidder shall complete the Non-Collusive Bidding Certification in the Bid Proposal. No Bid will be accepted without this form properly completed and included with the Bid Proposal.

12. Insurance.

The successful Bidder will be required to provide proof of insurance as set forth in the Bid Documents. See Schedule A

13. Performance and Payment Bonds.

A 100% performance and payment bond is required to be furnished by the successful Bidder as set forth in the Bid Documents.

14. Special Instructions.

The contractor shall notify and review with the Building Inspector any areas that that require attention outside of the scope of work.

Bid Proposal

To: Town of Somers, Westchester County, New York

Bid Proposal Submitted by or on behalf of:

_____(Name)

_____(Address)

_____(Telephone #)

1. The Bidder declares that the Bidder has carefully examined the Bid Documents including but not limited to the Specifications and any Plans relating to the above-entitled matter and the work, and have also examined the site of the work, hereby offer and agree to furnish all materials, to fully and faithfully construct, perform, install, test, operate, and execute all work in the above-entitled matter in accordance with the Bid Documents relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose and the price/prices as given in the Bid Proposal.

2. The Bidder declares that, if the contract is awarded to the Bidder, the Bidder will execute the contract therefore, pursuant to the Bid Documents, and will furnish all required bonds and insurance, within five (5) days after the award of the contract, and if the Bidder fails to execute said contract within said period of time, and furnish the required bonds and insurance, that the Town of Somers (Town) shall have the power to rescind said award and also that the said Town shall retain the proceeds of the check submitted as Bid security, or require payment under any Bid bond submitted. The Bidder declares and agrees that the Bidder will commence the work after the contract execution in accordance with the directions of the Town and will complete the work fully and in every respect on or before the time specified in said contract.

3. The Bidder agrees that the Town reserves the right to select any one, combination of, or all the Bid items in this Bid Proposal for the Bidder to complete, without affecting any of the Bid prices. If alternative contracts are set forth in the Bid Documents, the Bidder agrees that the Town reserves the right to select any one, or combination of, the Bid Proposals of the alternative that are in the best interest of the Town. It is understood that any estimated quantities are not guaranteed.

4. The Bidder agrees that this is a firm Bid Proposal and shall remain in effect for a period of at least forty five (45) days from the date of the opening of Bids, and that within said period of forty-five (45) days, the Town may accept or reject this proposal, or this period may be extended by mutual agreement.

TOTAL BID FOR CONTRACT:

_____
(written in numbers)

_____
(written in words)

_____(Legal Name of Bidder)

By:_____(Authorized Signatory)

Type of entity: corporation, partnership, individual (circle one)

Non-Collusive Bidding Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

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; and

(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 the 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.

B. A Bid shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of Section A (1).

_____
Legal Name of Person, Firm or Corporation

_____

_____

_____
Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: _____

Dated: _____

Certificate of Surety

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certify that they are the duly authorized agents of

_____ (Name of Surety)

duly authorized to do business in the State of New York, and agree to furnish to

_____ (Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the Bidder. The maximum amount that Surety will be surety for on each bond is: _____

_____ Surety Company

By: _____
(Legibly print name and title below line)

_____

_____

Bid Bond

(To be submitted if a bank check is not submitted as Bid security)

KNOW ALL MEN BY THESE PRESENTS, that
we_____,

hereinafter called the Principal, as Principal, and
the_____,

of _____, a corporation duly organized under the Laws of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto

_____

hereinafter called the Obligee in the sum
of_____

Dollars ($_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a Bid to provide the excavation in conjunction with the replacement of a generator at the Heritage Hills Activity Center, 8 Heritage Hills Drive, Somers, New York 10589.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such insurance and such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such insurance and such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ , 2021.

In the presence of: (_____(Seal)

PRINCIPAL_____WITNESS_____

TITLE_____(Seal)

SURETY_____WITNESS_____

TITLE_____

Statement of Qualifications

1. The following is a list of places where the Bidder has performed work of similar character and magnitude, together with references:

Description of Work Location & Date of Completion	Cost (Approximate)	Name and Phone of Engineer or Owner
a.		
b.		
c.		
d.		
e.		

2. The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Name	Address
Name	Address
Name	Address

3. A minimum of three (3) references including contact name and phone number must be submitted with the Bid.

Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that we

_____

(hereinafter called the "Principal"), and the _____ a Corporation created and existing under the laws of the State of _____ and having its principal office at _____
(hereinafter called the "Surety"), are held and firmly bound unto the Town of Somers (hereinafter called the "Obligee") in the penal sum of $_____ lawful money of the United States of America, for the payment of which, well and truly to be made, the said Principal binds itself, (himself, herself, themselves) and its (his, her, their) successors and assigns, and the said Surety binds itself and its successors and assigns, all jointly and severally, firmly by these presents. Said penal sum shall apply separately and independently, in its total amount, to the payment provision and the performance provision of this Bond.

Signed, sealed and dated this _____ day of _____, 2021.

WHEREAS, said Principal has entered into a certain written contract with said Obligee to provide and install an Audio-Visual Communications Upgrade at the Town House 335 Route 202, Somers, New York 10589 as further detailed herein. Excludes setting generator on pad, concrete pad and propane tanks which contract is incorporated herein and hereby made a part of this Bond as if herein set forth in full.

NOW THEREFORE, the conditions of the above Obligations are such that, if the said Principal, and its (his, her, their) successors or assigns, or any or either of them shall,

(1) well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed such Contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay the Obligee all outlay and expense which it may incur in making good any such default; and

(2) also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons by agents, servants or employees of the Principal, and of its (his, her, their) successors or assigns, or any Subcontractor or of any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its (his, her, their) successors or assigns, or any Subcontractor or any designee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of Subcontractors and of material men and other third persons out of or in connection with said Contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

(a) All persons who have performed labor or rendered services, as aforesaid, all

Subcontractors and all persons, firms, corporations, including material men and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal or its (his, hers, their) successors and assigns, and/or the Surety and its successors and assigns) against the Principal and its (his, hers, their) successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State. Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceedings (but not later than twelve months after the performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm of corporation shall furnish the Obligee with a Bond of Indemnity for costs, which Bond shall be in an amount satisfactory to the Obligee.

(b) The Surety or its successors or assigns shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.

(c)In no event shall the Surety or its successors or assigns be liable under either the foregoing clause (1) or the foregoing clause (2) for a greater sum than the penalty of this Bond; provided, however, that said penalty is separately applicable, in its total amount to each of the foregoing clauses (1) and (2), or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than twelve months after the complete performance of said Contract and final settlement thereof.

The Principal, for itself (himself, herself, themselves) and its (his, hers, their) successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objections that might be interposed as to the right of the Obligee to require a Bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, material men, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this Bond.

And Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns and this Bond shall in no way be impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment there under, before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due there under; and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to

(executors, administrators), successors, assigns, Subcontractors, and other transferees, shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

WITNESSETH our hands and seals this_____day of_____, 2021

PRINCIPAL:

ATTEST: By:_____

(*Signature*)

(*SEAL*)

SURETY:

ATTEST: By:_____

(*Signature*)

(*SEAL*)

If the Contractor (Principal) is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

Each executed Bond should be accompanied by:

(a) appropriate acknowledgments of the respective parties;

(b) appropriate duly certified copy of Power of Attorney or other Certificate of Authority where Bond is executed by agent, officer or other representative of Principal or Surety;

(c) a duly certified extract from By-laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer or representative was issued, and

(d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

STATE OF NEW YORK)
)
COUNTY OF).ss:

On this _____day of_____, 2021, before me personally came _____ to me known to be the same person described in and who executed the within instrument and he/she duly acknowledged to me that he/she executed the same for the purpose herein mentioned.

_____
Notary

CONTRACTOR'S ACKNOWLEDGMENT

(If Co-Partnership)

STATE OF NEW YORK)
)
COUNTY OF).ss:

On this the _____ day of _____ 2021, before me personally came _____ known to me to be a member of the firm of

_____ and the person described in, and executed the within instrument in behalf of said firm, and acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned.

_____
NOTARY/STAMP

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation)

STATE OF NEW YORK)
)
COUNTY OF).ss:

On this the _____day of_____, 2021, before me personally came

_____ personally known to me to be the _____ of _____, the Corporation described in and which he/she executed the within instrument, who being by me duly sworn did depose and say that he/she resides at

_____ and that he/she is

the _____ of said Corporation and knows the Corporate Seal of the said Corporation; that the seal affixed to the within instrument is such Corporate Seal and that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

_____
NOTARY

ACKNOWLEDGMENT BY SURETY COMPANY

(Signed by One Authorized Person)

STATE OF NEW YORK)
)
COUNTY OF).ss:

On this _____day of _____, 2021, before me personally came _____ personally known and known to me to be the of _____the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he resides at _____and that he/she is the of said Corporation and knows the Corporate Seal of the said Corporation; that the seal affixed to the within instrument is such Corporate Seal and so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order; and that the said Corporation has received from the Superintendent of Insurance of the State of New York a Certificate of Solvency, and of its sufficiency as Surety or Guarantor, pursuant to Section 327 of the Insurance Law of the State of New York as amended, and that such Certificate has not been revoked.

_____
NOTARY/STAMP

Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning defense and indemnification. All property losses shall be made payable to and adjusted with the Town.

In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Somers.

2. The Contractor shall provide proof of the following insurance coverage:

(a) **Workers' Compensation**. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof compliance with the **New York State Disability Benefits Law**. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of $1,000,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $1,000,000 for property damage or a combined single limit of $2,000,000. **The General Liability Insurance policy shall name the Town of Somers as an additional insured** using ISO endorsement form CG 20 10 or its equivalent and ISO endorsement CG 20 37 or its equivalent. Coverage shall be evidenced using Acord 25 (2014/01) including the **ACORD 855 NY (2014/05) addendum**. Policy shall not contain any exclusions regarding building height, type of construction or location nor shall it exclude claims involving injury to employees of the named insured or subcontractor. Coverage shall be primary and noncontributory using ISO Form CG 20 01. This insurance shall indicate on the certificate of insurance the following coverages:

(i) Premises - Operations.
(ii) Broad Form Contractual.
(iii) Independent Contractor and Sub-contractor.
(iv) Products and Completed Operations.
(v) Per project aggregate

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $1,000,000 per occurrence for property damage or a combined single limit of $2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

(e) Umbrella Liability with a minimum limit of liability per occurrence of $5,000,000.00 per occurrence and $5,000,000.00 aggregate.

(f) If work involves use or removal of hazardous materials, Contractor shall carry and provide evidence of insurance showing pollution coverage with a limit of not less than $5,000,000.00. Policy shall be endorsed to name the Town of Somers as additional insured.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Town of Somers (including its employees and their agents and agencies) it being the intention of the parties that the

insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

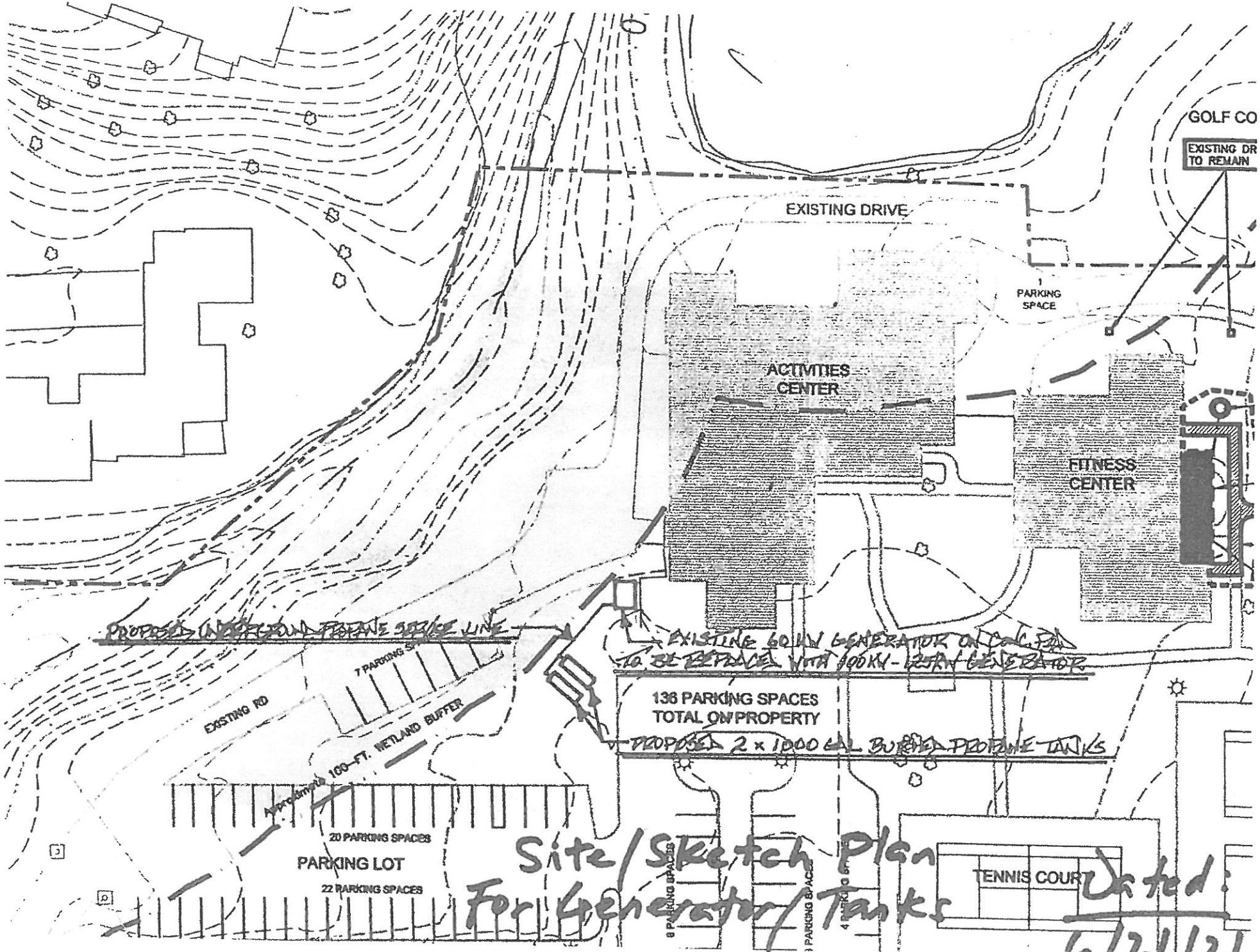
(b) The clause "other insurance provisions" in a policy in which the Town of Somers is named as an insured, shall not apply to the Town of Somers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Somers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

APPENDIX A


GOLF CO
EXISTING DR
TO REMAIN
EXISTING DRIVE
1
PARKING
SPACE
ACTIVITIES
CENTER
FITNESS
CENTER
PROPOSED UNDERGROUND PROPANE SERVICE LINE
EXISTING 60 KW GENERATOR ON CONCRETE
TO BE REPLACE WITH 100KW - 125kW GENERATOR
136 PARKING SPACES
TOTAL ON PROPERTY
PROPOSED 2 x 1000 GAL BURIED PROPANE TANKS
EXISTING RD
7 PARKING S
APPROXIMATE 100-FT. WETLAND BUFFER
20 PARKING SPACES
PARKING LOT
22 PARKING SPACES
TENNIS COURT
Site/Sketch Plan
For Generator/Tanks
Dated:
6/21/21

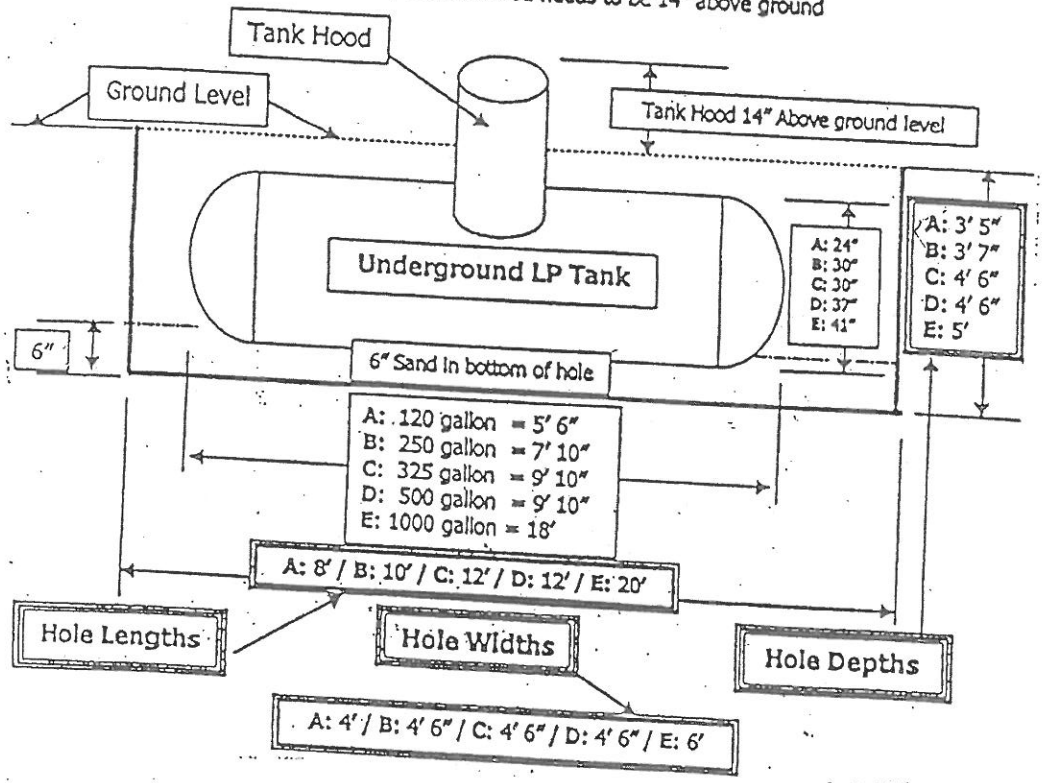
Suburban Propane

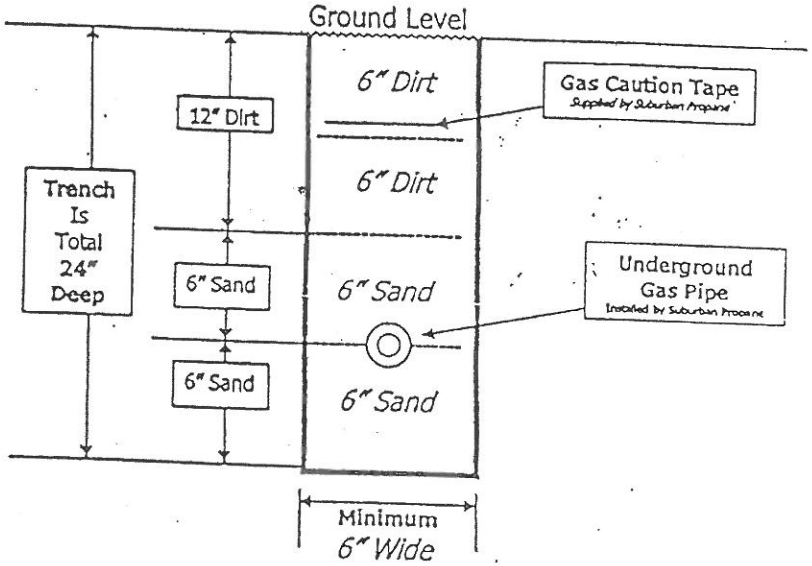
Hole Specs for Underground Propane Tanks

Hole & Sand to be provided by Customer for Suburban Propane

KEY:	Tank Size	Propane Capacity	Weight Empty	Weight Full	Length	Width	Hole Specifications Depth	Width	Length
A:	120	100	288	420	5' 6"	24"	3' 5"	4'	8'
B:	250	200	542	840	7' 10"	30"	3' 7"	4' 6"	10'
C:	325	260	672	1092	9' 10"	30"	4' 6"	4' 6"	12'
D:	500	400	1062	1680	9' 10"	37"	4' 6"	4' 6"	12'
E:	1000	800	1983	3360	18'	41"	5'	6'	20'

1) All tanks must be within 100' of driveway so tank can be refilled
2) All tanks must be at least 10' away from any:
   Enclosed Structure, Property Line or Source of Ignition
3) Excavation Specifications for hole see chart above
4) Hole needs 6" Sand in bottom & Hood heeds to be 14" above ground



Trench Specs for Underground Propane Line

Trench and Sand to be provided by Customer for Suburban Propane