

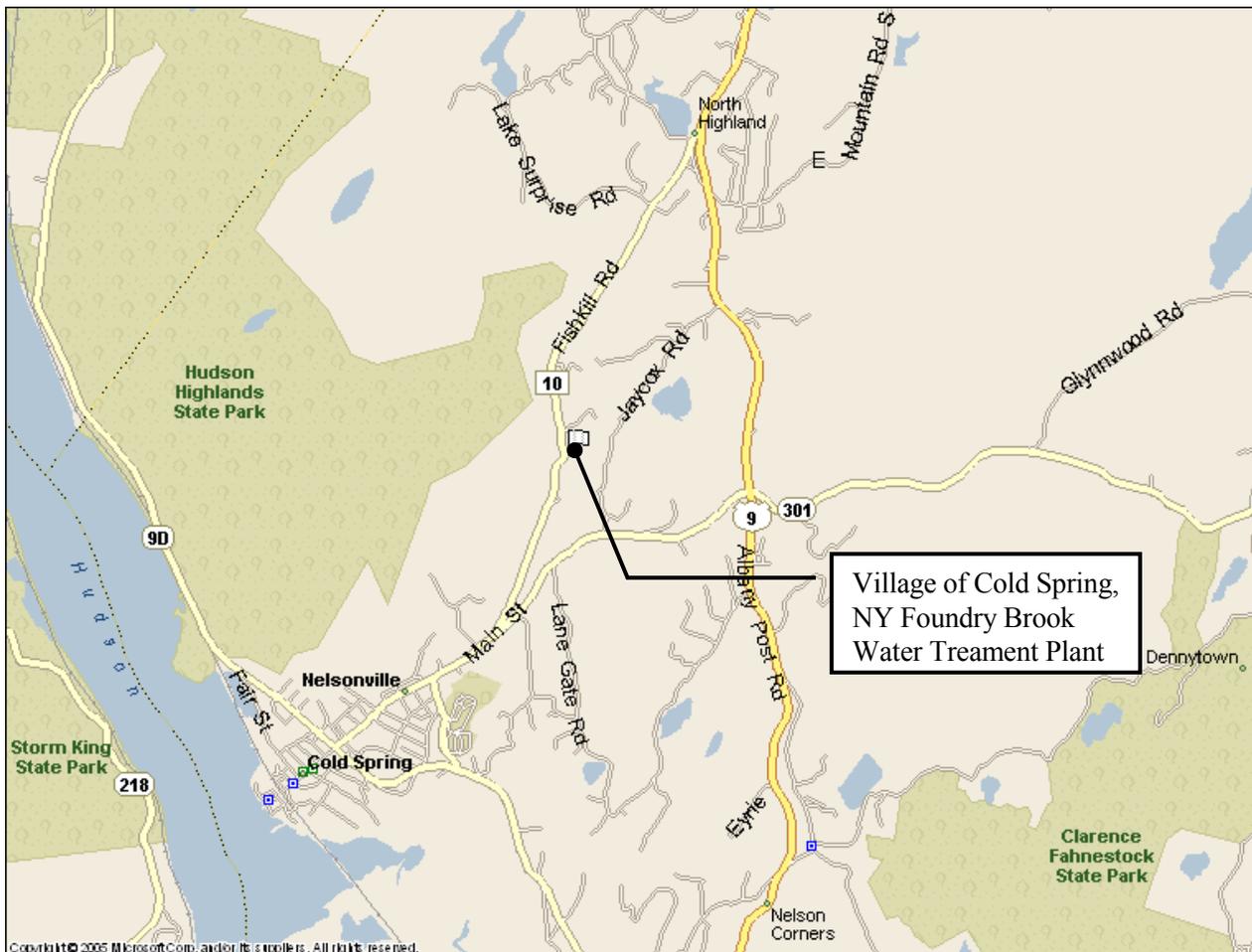
Article I. REQUEST FOR PROPOSALS:

**REPLACEMENT OF THE PLANT CONTROL PANEL
FOR THE
VILLAGE OF COLD SPRING FOUNDRY BROOK WATER TREATMENT PLANT**

Article II. SCOPE OF WORK

2.01 The Village of Cold Spring is requesting Proposals from qualified Contractors to accomplish **REPLACEMENT OF THE PLANT CONTROL PANEL.**

2.02 The Foundry Brook Water Treatment Plant is located at 200 Fishkill Rd (AKA Putnam County Rd 10) in the Town of Phillipstown, Putnam County New York. The Village of Cold Spring, NY is located as shown on the vicinity map below:



2.03 The intent of this project is to:

- A. Provide a new Plant Control Panel [PCP] to replace the existing one;
- B. Implement a Data management system for completion of required water system monthly reporting;
- C. Provide for training on the new Control Panel and Data Management System;
- D. Perform start-up and performance testing of the new panel.

Article III. COPIES OF BIDDING DOCUMENTS

3.01 Complete sets of the Bidding Documents may be obtained from the Village Clerk at the Village of Cold Spring Offices at 85 Main Street Cold Spring, New York. A \$10.00 deposit will be required.

3.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3.04 If the copy of the plans and specifications used by unsuccessful or non-bidder is returned in good condition within thirty days following the award of the contract or the rejection of the bid of such person or corporation, the deposit for one copy of the plans and specifications shall be returned to such person or corporation, including the successful bidder as provided by NYS GML Section 102. The Village has sole discretion to determine the condition of the plans.

Article IV. QUALIFICATIONS OF BIDDERS

4.01 To demonstrate Bidder's qualifications to perform the Work, Bidders shall submit the following documents:

- A. List of References for 10 jobs performed in the last ten years on projects of similar size and complexity. Several of those jobs must have been performed in the last five years.
- B. List of References for 5 projects completed for treatment Plants using Trident Microfloc Treatment Systems.
- C. Resumes of senior personnel to be assigned to the project.

4.02 Bidders must demonstrate that they will perform work valuing more than 60% of the contract by its own in house personnel rather than through subcontractors.

4.03 The successful bidder must have a record of providing full service both during construction and after the project has been completed. The response of the bidder to requests for service is important consideration for this critical infrastructure and will be important in determining the Bidder's qualifications.

4.04 The Bidders Qualifications will be evaluated during the review of the bids and is important to determining which contractors are responsible bidders as described in Article 19.

Article V. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA,
AND SITE

5.01 Physical Conditions

- A. Work will be performed in a Treatment Plant that is currently operating. Operations can not be interrupted during the replacement of the PCP.

5.02 Hazardous Environmental Condition

- A. The contractor shall provide and install all safety provisions required by applicable State and Federal Law as part of the BID.
- B. The Contractor is responsible for all provisions needed to protect the public and employees and to safely conduct the work.

5.03 The Contractor is responsible for reviewing the data furnished to prospective Bidders and inspecting the conditions at the site with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions. The Contractor is responsible to assess the adequacy of data furnished to prospective Bidders with respect to any Hazardous Environmental Condition at the Site, if any, and notifying the Owner of possible changes in the Contract Documents due to any Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified to be within the scope of the Work appear.

5.04 The Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid during the PRE-BID meeting. If felt necessary, the Owner will provide access to the site at times to be arranged between the Owner and the Bidder. The Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

5.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. carefully study: (1) reports of concerning the existing control system; and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in this Request for Proposal;
 - E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
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G. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

5.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

Article VI. ARTICLE 5 - PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at 2 p.m. local time on February ??, 2011 at the Foundry Brook Water Treatment Plant. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are REQUIRED to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Article VII. SITE AND OTHER AREAS

7.01 The Village will provide room for staging equipment during the installation process. Overnight storage of equipment and materials to be incorporated into the work and tools will be permitted on a limited basis. Temporary Storage facilities, if needed, for materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

7.02 The Village will provide for support and assistance during the migration from the old PCP to the new to the extent of operating the existing equipment.

Article VIII. INTERPRETATIONS AND ADDENDA

8.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

Article IX. BID SECURITY

9.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements described on the BID BOND form.

9.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

9.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award may be returned within seven days after the Bid opening.

Article X. CONTRACT TIMES

10.01 The Work is to be substantially completed and ready for final payment within 180 days commencing from the date provided in Paragraph 2.03 of the General Conditions.

Article XI. LIQUIDATED DAMAGES

11.01 Provisions for liquidated damages are set forth in the Agreement.

Article XII. ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

12.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

Article XIII. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

13.01 The identity of Subcontractors, Suppliers, individuals, or entities performing or supplying more than 30% of the value of the labor or materials to be incorporated into the work are to be submitted to Owner with the Bid. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, use this information to determine if the BID is by a responsible Bidder.

13.02 This project is subject to Prevailing Wage Rates. Certified payroll Records are required and must be provided by the Contractor and all Subcontractors in accordance with Section 24.01 and with NYS Law. The Prevailing Wage Rates provided by the Department of Labor are attached to the Bid Documents. The Contractors must comply with the General Provisions provided with the Wage Rates.

Article XIV. PREPARATION OF BID

14.01 The Bid Form is a part of this Documents.

14.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item.

14.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

14.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

14.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

14.06 A Bid by an individual shall show the Bidder's name and official address.

14.07 All names shall be typed or printed in ink below the signatures.

14.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

14.09 The address and telephone number for communications regarding the Bid shall be shown.

14.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

14.11 Several Bid Alternates are included on the Bid Form. The description of what is included with the Bid Alternates is included in the Technical Specifications.

Article XV. BASIS OF BID; COMPARISON OF BIDS

15.01 Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

15.02 Bids will be reviewed for completion and conformance with this Request for Proposal to identify the lowest responsible bid. References will be contacted for the apparent low bidder at the discretion of the Village.

15.03 The Qualifications of bidders will an important aspect in identifying the successful bidder. Particular emphasis will be placed on response to service calls after construction is complete.

Article XVI. SUBMITTAL OF BID

16.01 With each copy of this Request for Proposal, each bidder is furnished one copy of the Bid Form. A copy of the Bid Form is to be completed and submitted with the Bid security and the data indicated on the BIID Form.

16.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement to Bid and shall be enclosed in an opaque sealed envelope plainly marked with **REPLACEMENT PLANT CONTROL PANEL FOR THE FOUNDRY BROOK WATER TREATMENT PLANT**, the name and address of Bidder and all required documents shall be enclosed and sealed with the bid. If the BID is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

Village Clerk
The Village of Cold Spring
85 Main Street
Cold Spring New York 10516.

Article XVII. MODIFICATION AND WITHDRAWAL OF BID

17.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

17.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

Article XVIII. OPENING OF BIDS

18.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

Article XIX. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

Article XX. EVALUATION OF BIDS AND AWARD OF CONTRACT

20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner also reserves the right to waive all nonconformities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

20.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. A finding that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

20.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

20.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted.

20.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Primary concerns of the Owner are insuring that the Bidders have experience specific to the operation of water treatment plants with Microfloc treatment units, specific to the control systems that exist at the plant, specific to migration from one control system to another, and has very favorable references concerning response to service calls after initial installation.

Article XXI. CONTRACT SECURITY AND INSURANCE.

21.01 The Owner requires performance and payment bonds for 100% of the BID amount.

21.02 The Owner requires proof of insurance for Worker's Compensation in amounts that comply with the State of New York Statutory Limits, for General Liability and Property Damage, Products and Completed operations, and Automobile Liability in amount no less than \$2,000,000. This amount applies to

all subcontractors in addition to the Prime Contractor. Any Insurance Company providing coverage must have an A.M. Best Rating of no Less than "A".

21.03 When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and proof of insurances.

- A. In all policies and certificates of insurances from the Contractor and all subcontractors, the Village of Cold Spring Shall be named as additional named insured.
- B. Additionally, the contractor shall insure, indemnify and defend against injury claims arising out of the work described in this Request for Proposals on the site.
- C. The Contractor's Insurance Carrier will be required to provide the Village with certificates of the Contractor's Insurance coverage and Worker's Compensation coverage indicating that the required insurance is in force and stating that the policies will not be materially changed, become non-renewable or canceled without (30) days advanced notice by registered mail, return-receipt-requested, to the Village. The Representative signing the certificate shall furnish evidence that he is authorized to execute said certificate as well as address and the name of the agency or agencies through which the insurance was obtained.

Article XXII. SIGNING OF AGREEMENT

22.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the four unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days after receipt of the signed contract and acceptable BOND and INSURANCE information, the Owner shall deliver one fully signed counterpart to the Successful Bidder with a complete set of the Drawings with appropriate identification.

Article XXIII. SALES AND USE TAXES

23.01 Owner is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

Article XXIV. PAYMENTS TO THE CONTRACTOR, RETAINAGE AND MONEY FOR REPAIRS

24.01 The Contractor may submit requests for payments on a monthly basis. The Payment Request shall be submitted on the forms included with this Request for Proposals. All request for payments must be submitted by the end of the third week of the month to allow for review, approval and then submission to the Village Board of Trustees. All requests must be submitted with a Village Voucher and Certified payroll for the period when the work was completed.

24.02 The value of each payment will be based on the amount of work completed. The Contractor will propose a schedule of values covering portions of the work for review prior to the first payment request.

24.03 The Owner shall retain 5% of the amount of each payment until final completion and acceptance of all work covered in the Request for Proposals.

24.04 Additional Amounts may be withheld as necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

24.05 The Owner shall withhold in escrow 5% of the completed work for the express use of the owner to make repairs or restoration of the claims for a period of 12 months. This period shall serve as a guarantee period. The Contractor shall have the option of substituting a cash Maintenance Bond in an amount equal to the retainage.