Somers Department of Parks & Recreation
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Steven Ralston
Superintendent

Request for Proposals: Design Services Bailey Park Improvements

Executive Summary

The Town of Somers seeks a registered landscape architect (or similar professional) to design enhancements to Bailey Park to make it a true gateway to the historic hamlet that is beautiful and inviting, and safe and accessible to the community.

Project Conditions and Location

Bailey Park, is a 0.75-acre village green situated on the corner of Routes 202 (to the north) and 100 (to the east) in Somers. The park was gifted to the Town by Mrs. William Bailey in memory of her husband, the President of the Farmers and Drovers Bank and descendent of Hachaliah Bailey, a founder of the American circus.

A stormwater swale, part of the Town's Municipal Separate Storm Sewer System (MS4) runs along the park's border with Route 100. The park is bordered to the south by St. Luke's Episcopal Church of Somers and to the west by a row of small historic homes that once served the circus industry.

The park is in the Town's Business Historic Preservation District and is across the street from the Elephant Hotel, a National Historic Landmark.

The park's features include four large trees, several small trees, four small stone benches, and a wood and concreate gazebo. The Unity Garden is a September 11th memorial and is situated along the park's southern property line with St. Luke's Church. The Unity Garden includes three wood and metal benches.

A concrete trough (early 20th century) was added in 2014. The trough is flanked by native redbud trees, which should be preserved in their present location or transplanted elsewhere in the park.

The Town of Somers adopted a Complete Streets Program Policy in 2013, and has made progress towards adding sidewalks, crosswalks, and other infrastructure to improve pedestrian and cyclist safety. The park is bordered by sidewalks, but no walkways exist within the park, making it unattractive for the public to appreciate, visit, or otherwise utilize the only park space within Business Historic Preservation District.

The park and its gazebo are mainly used for special events such as addresses and the 9-11 and Memorial Day events. Prior to COVID, the park hosted smaller public concerts.

Parking and restrooms are available across Route 202 at the Elephant Hotel.

Scope

- Improve the safety and accessibility of Bailey Park through the addition of a Universal Access walkway and gathering space in front of the gazebo. The walkway material should be consistent with the surroundings and Business Historic Preservation District.
  - The park is generally lower compared to the streets and wet ground conditions become dangerous for seniors and others with mobility challenges.
  - The scope of this project does not entertain replacement of the existing gazebo, but the modifications of the gazebo may be made (i.e., changing the location of the steps, adding features to make it appear more historic).
- Redesign of the existing Unity Garden making it accessible and inviting with new benches and native perennials suited for shade.
- Consider the addition of café tables, benches, or other small gathering areas to welcome and attract residents, patrons, and employees of the Business Historic Preservation District.
- Consider the addition of other native trees, shrubs, and perennials to beautify and/or enhance safety. Only plants native to the northeast will be considered.
- Unify park assets, including walkways, seating areas, and native vegetation for a beautiful and cohesive aesthetic, befitting for a historic hamlet.

Deliverables

1. Design and construction plans. The designer should anticipate the design process to be iterative, with a project kickoff meeting, up to two iterative design meetings, a Business Historic Preservation meeting, and a final presentation to the Town Board. Some of these meetings may occur virtually.
2. Rendering and material samples. Samples should include detailed descriptions and photos or physical samples.
3. Estimate of probable cost for construction.

Proposal

Please submit your written proposal to Steve Ralston, Superintendent, Somers Parks and Recreation Department sralston@somersny.gov.

Your proposal should include:

- Response to Proposal, including cost estimate, timeframe, and license number.
- Statement of Qualifications, including a list of similar projects.
- Proof of insurance, see Schedule A attached.

Photos and Maps



Photo 1. Gazebo view from Rt. 202.



Photo 2. Gazebo view from Rt. 100.



Photo 3. View toward Rt. 202.



Photo 4. Bailey Park marker.



Photo 5. Unity Garden from interior of park.



Photo 6. Unity Garden from St. Luke's.



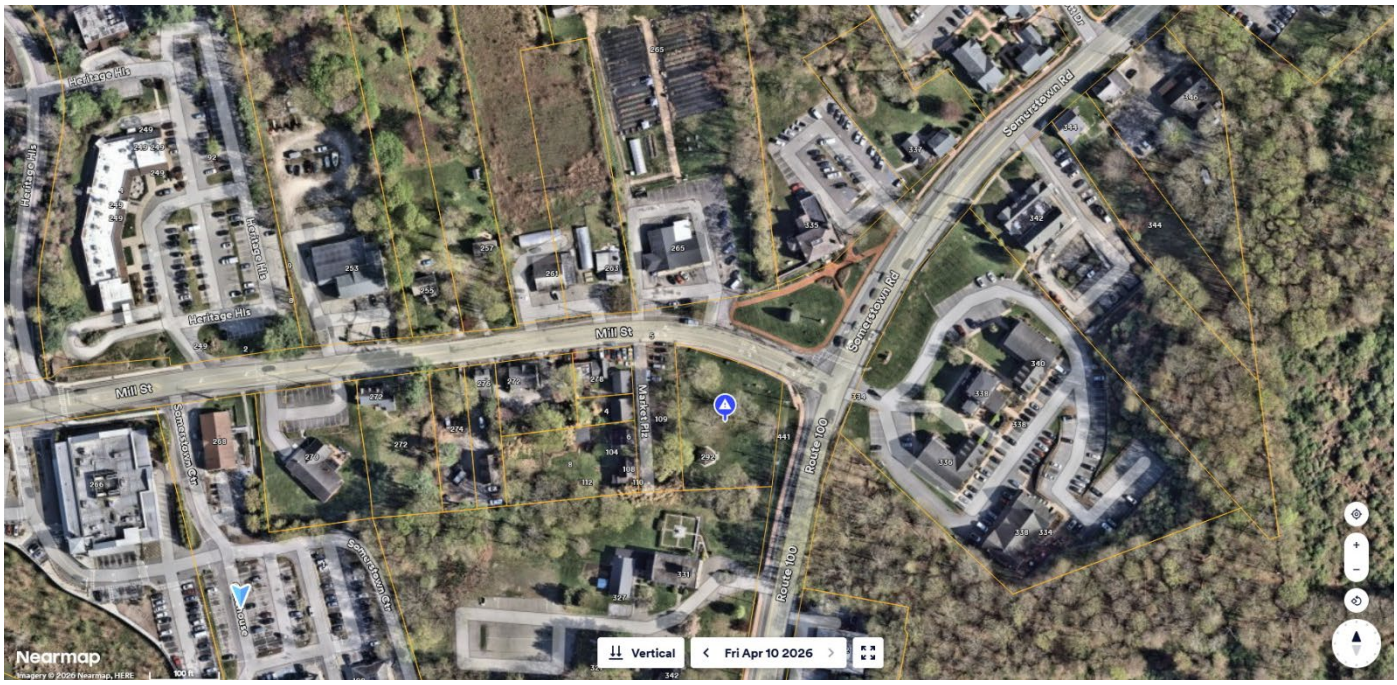
Photo 7. Concrete trough from Rt. 202.



Photo 8. Trough marker.



Map 1. Somers overview.



Map 2. Neighborhood detail.

Photos and Maps provided as a courtesy. Bidders are strongly encouraged to visit the site.

Request For Proposal

I/We hereby propose to furnish all labor, materials, insurance and equipment, in accordance with the proposal.

Proposals will be received by the Town of Somers in person or by mail until Tuesday, December 1 2026, 3:00 p.m. at the Recreation Office, 82 Primrose Street, Katonah, New York 10536.

Cost of Materials: **$**_____

Cost of Labor: **$**_____

Incidentals: **$**_____

Total: **$**_____

Project Start Date _____

Project Completion Date _____

Company Name _____

License # _____

Mailing Address _____

Telephone # _____

Facsimile _____

Email _____

Contact name _____

Title _____

Signature _____

Dated _____

Statement of Qualifications

1. The following is a list of places where the Contractor 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 Proposal 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 Proposal.

1. _____

2. _____

3. _____

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 automobile

(e) Umbrella Liability with a minimum limit of liability per occurrence of $2,000,000.00 per occurrence and $2,000,000.00 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.