

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Scape-Tech Landscape Technology, Inc.  
97 Commerce Drive  
Carmel, NY 10512

**SURETY:**

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER:**

(Name, legal status and address)

Town of Washington  
10 Reservoir Drive  
Millbrook NY, 12545

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

CDBG Park Improvements Senior Facility Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of January, 2025

  
(Witness)

Scape-Tech Landscape Technology, Inc.


(Principal)

(Seal)

  
(Title) Antonietta Carino, President  
Liberty Mutual Insurance Company

(Surety)

(Seal)

  
(Title) Frank DiPresso, Attorney-In-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

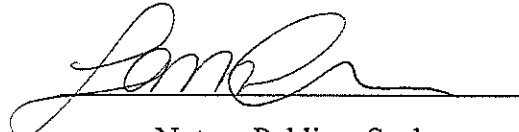
AIA Document A310™ – 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

091110

ACKNOWLEDGEMENT FOR CORPORATION State of New York , County of Putnam ,

On this 7 day of January , 2025 , before me personally came Antionietta Carino to me known, who being duly sworn, did depose and state that he/she is the President of Scape-Tech Landscape Technology Inc , the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporation seal; that is 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.

My Commission expires: 11/9/28



Notary Public – Seal

Lauren M. Cole  
Notary Public, State of New York  
No. 01CO6411095  
Qualified in Westchester County  
Commission Expires November 9, 2028

ACKNOWLEDGMENT OF PRINCIPAL, OF A CORPORATION

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_; that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was an affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK

ss:

COUNTY OF SUFFOLK

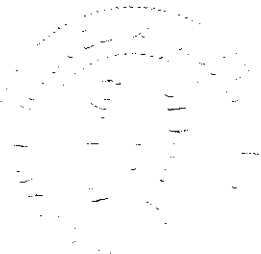
On this **2nd** day of **January, 2025**, before me personally came **Frank DiPresso**, to me known, who, being by me duly sworn, did depose and say that (s)he is an Attorney-In-Fact of **Liberty Mutual Insurance Company** the corporation described in and which executed the within instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that (s)he signed and said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 8/15/26

  
\_\_\_\_\_  
Notary Public

Notary Public

SUSAN P. HAMMEL  
Notary Public, State of New York  
No. 01HA5031962  
Qualified in Westchester County  
Commission Expires Aug. 15, 2026





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198093-837051

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frank DiPresso; Susan P. Hammel; Wynne Nowland

all of the city of Melville state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of January, 2025.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**LIBERTY MUTUAL INSURANCE COMPANY**  
**FINANCIAL STATEMENT – DECEMBER 31, 2023**

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$1,850,245,073.00	Unearned Premiums..... \$10,298,963,305.00
*Bonds – U.S Government..... \$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds..... \$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks..... \$19,937,271,802.00	Reserve for Dividends to Policyholders..... \$1,310,198.00
Real Estate..... \$122,228,711.00	Additional Statutory Reserve..... \$296,126,000.00
Agents' Balances or Uncollected Premiums... \$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities..... \$7,622,413,466.63
Accrued Interest and Rents..... \$186,906,667.00	<b>Total..... \$47,428,064,363.63</b>
Other Admitted Assets..... \$15,677,869,683.63	Special Surplus Funds..... \$209,508,757.00
<b>Total Admitted Assets..... \$70,891,553,519.63</b>	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders..... \$23,463,489,156.00
	<b>Total Liabilities and Surplus..... \$70,891,553,519.63</b>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



*Timothy A. Mikolajewski*  
Timothy A. Mikolajewski, Assistant Secretary

**NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of 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 his or her knowledge and belief:

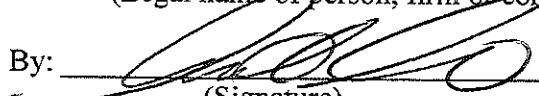
1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by 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 of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been 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.

Dated: 1/7/25

Bidder:

Scape-Tech Landscape Technology, Inc  
(Legal name of person, firm or corporation)

By:   
(Signature)


Antonietta Carino  
(Please Print Name)

President  
(Title)

State of New York )  
County of Putnam )ss.:

On the 7 day of January in the year 2025 before me, the undersigned, personally appeared Antonietta Carino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren M. Cole  
Notary Public, State of New York  
No. 01CO6411095  
Qualified in Westchester County  
Commission Expires November 9, 2028

  
(Notary Public)



Washington

**BID PROPOSAL**

**CDBG Park Improvements Senior Facility Project**

**3744 Route 44, Millbrook, NY 12545**

**Bid Submitted to:**

Town of Washington  
10 Reservoir Dr, PO Box 667  
Millbrook, NY 12545

**Bid Submitted by:**

(Name)  
Scape-Tech Landscape Technology Inc.

(Address)  
97 Commerce Drive

Carmel, NY 10512

(Telephone Number)  
914-455-3100

(Contact Person)  
Antonietta Carino, President

(Email address)  
AMCarino@contechconstruct.com

1. I/We do hereby declare that I/we have carefully examined the Invitation to Bidders, the Plans and the Specifications relating to the above entitled project, and have also examined the site and the existing building affected by the proposed construction.
2. I/We do hereby offer and agree to furnish all materials, labor, tools, implements, and transportation to construct, perform and execute all work in the above titled matter in accordance with the plans, drawings and specifications relating thereto.
3. I/We do hereby agree that I/we will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the drawings and specifications therefore, within seven (7) business days after the award of the Contract.
4. I/We do also declare and agree I/we will commence the work within seven (7) days after the contract execution, and will complete the work fully and in every respect on or before the time specified in said contract.

5. I/We agree to carry the following insurances for the duration of the project:
 

Builder's Risk.....Completed Building Limit =	\$1,000,000.00
General Liability.....Limit =	\$1,000,000.00/per occurrence
	\$2,000,000.00/aggregate
Automobile Liability.....Combined Single Limit =	\$1,000,000.00
Commercial Umbrella.....Limit =	\$1,000,000.00
Workman's Compensation.....As mandated by New York State	
  
6. The project must include current prevailing wage rates
  
7. All bidders are required to post a bid bond in the amount of 5% of their bid.
  
8. The successful bidder will be required to post a Performance Bond in an amount equal to the construction contract.
  
9. I/We agree that the Town of Washington reserves the right to select any one, combination of or all the bid items in this proposal for the contractor to complete without affecting any of the bid prices.
  
10. **Qualifications of Bidders:** To demonstrate qualification to perform the work, each bidder must be prepared to submit within five days after bid opening upon the owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data that may be called for.
  
11. Neither the owner nor the architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bids.
  
12. **Bid due date: Thursday, January 10, 2025 at Noon**
  
13. All technical questions are to be directed by email to the Project Architect: Edmond G. Loedy, Architect PC, Millbrook, NY Email: [ed@edloedvarchitect.com](mailto:ed@edloedvarchitect.com)
  
14. **CONTRACT TIMES:**
  - Legal Notice sent to Poughkeepsie Journal by Friday, December 13th noon for publication on Monday, December 16 and Sunday, December 15st, 2024
  - Site Visit for contractors: Thursday December 19th, 2024
  - Bids: Due date: Thursday January 10, 2025 noon
  - Bid openings: Thursday, January 10, 2025 noon
  - Bids go to Dutchess County for review to ensure low bidder is accessible; Email January 10, 2025 with a request for a response by Friday, January 14, 2025



- Bids go to Ed/Beth for review with a request for response by Friday, January, 14th, 2025
- Town board awards bid to the low bidder at Board meeting on Thursday, January 16th, 2025
- Town Clerk sends letter of award and contract to the contractor: January 17, 2025
- Contract and performance Bond is due to the Town from the contractor January 24, 2025
- Required pre-construction site visit with contractor, town and architect: Between January 24-29, 2025
- Town provides the contractor with notice to proceed: January 31. This notice gets delayed if the contract and performance bond is not received by the Town on January 24th 2025.
- **Project completion date: April 30, 2025**

15. The Recreation director will provide access to the Town Park. The contractor shall keep all pathways, driveways, and entrances free and clear of any obstacles that would inhibit public access.

16. **Statement of Non-Collusion:** Bidders are required to execute the non-collusive bidding certificate Presented within the bid documents, pursuant to Section 103d of the General Municipal Law of the State of New York.

17. **GENERAL CONSTRUCTION (BASE BID):**

Total Bid for all labor, equipment, materials and installation.  
(Project 2309: T-1, S-1, A-1, A-2, A-3, A-4, E-1.)

**Price in words:** Two hundred fifty-five thousand dollars & zero cents

**Price in figures:** \$255,000.00

18. **ADD ALTERNATE #1:**

The total cost to provide labor, equipment and materials to trench to the existing water supply line and lower the total line depth to below the frost line.

**Price in words:** Fifteen thousand dollars & zero cents

**Price in figures:** \$15,000.00

19. **ADD ALTERNATE #2:**

The total cost to provide labor, equipment and materials to install all light fixtures labeled as "B" on the floor plan.

**Price in words:** Eighteen thousand dollars & zero cents

**Price in figures:** \$18,000.00

20. **ADD ALTERNATE #3:**

The total cost to provide labor, equipment and materials to install all ceiling fans noted on the floor plan.

Price in words: Fifteen thousand dollars & zero cents

Price in figures: \$15,000.00

21. **ADD ALTERNATE #4:**

The total cost to provide labor, equipment and material to install external heat pumps in the alternate locations noted on the floor plan.

Price in words: Ninety-five thousand dollars & zero cents

Price in figures: \$95,000.00

(note: In case of any discrepancies between the price in words and that in figures, the price in words will be considered the price bid.)

22. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of thirty (30) days from the date of the submittal of bids, and the Town of Washington will accept or reject this proposal, or this period may be extended by mutual agreement.

**CONTRACTOR/COMPANY:** Scape-Tech Landscape Technology Inc.

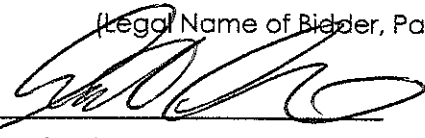
Address: 97 Commerce Drive Carmel, NY 10512

Telephone: 914-455-3100 Contract Person: Antonietta Carino, President

Signature: \_\_\_\_\_ Date: 1/10/25

Scape-Tech Landscape Technology Inc.

(Legal Name of Bidder, Partner or Corporate Officer)

By: 

(Authorized Signature)  
Antonietta Carino, President

1/10/25

(Date)

Corporate Seal (if incorporated)

All bids **must** be delivered to the Town Hall in a sealed envelope labeled "2024 CDBG Bid" on or  
Before **Thursday, January 10, 2025 at Noon**

**Bids may be hand delivered to Chistine Briggs, Washington Town Clerk, Town Hall,  
10 Reservoir Dr, Millbrook, NY 12545**

**OR**

**Sent to: Christine Briggs, Town Clerk, Town of Washington, PO Box 667, Millbrook, NY 12545**

**NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of 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 his or her 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;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by 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 of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been 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.

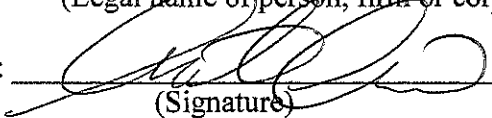
Dated: 1/9/25

Bidder:

Scape-Tech Landscape Technology, Inc

(Legal name of person, firm or corporation)

By:

  
(Signature)

Antonietta Carino

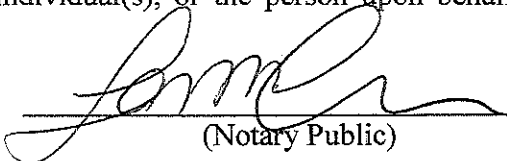
(Please Print Name)

President

(Title)

State of New York )  
County of Putnam )ss.:

On the 9 day of January in the year 2025 before me, the undersigned, personally appeared Antonietta Carino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
(Notary Public)

Lauren M. Cole  
Notary Public, State of New York  
No. 01CO6411095  
Commission Expires November 9, 2027

