

**Town of Conesville
New York**

**Request for Bid (10 pages)
December 2012/January 2013**

**Pre-Disaster Mitigation – Berger Property
1184 State Route 990V**

You are invited to submit a bid for the demolition, removal, and disposal of man made structures located at 1184 State Route 990V. **Please note that this project will require the bidder/successful contractor to have knowledge of and comply with all applicable Federal, New York State, New York City, and Town of Conesville regulations dealing with the labor for and process of proper structure demolition.**

Sealed bids must be received at Schoharie County Planning and Development Agency by Tuesday, January 22, 2013 at 3:00 pm in order to be considered. If you wish to bid, please submit your sealed submittal in a mailing container or envelope which is plainly marked on the outside with the notation: 'SEALED BID ENCLOSED – BERGER DEMOLITION'.

INSTRUCTION TO BIDDERS

Name of the Bid: Berger Demolition
Deadline for Questions: Tuesday, January 8, 2013 at 3:00 pm, EST
Deadline for Bid Submittal: Tuesday, January 22, 2013 at 3:00 pm, EST
Bid Opening: Wednesday, January 23, 2013 at 9:30 am, EST
Bids Shall Be Submitted to: Schoharie County Planning and Development Agency
276 Main Street, Suite 2, PO Box 396, Schoharie, NY 12157
Method of Submittal: Confirmed Mail Delivery/In Person
Contact Person, Title: Shane Nickle, Senior Planner
E-mail Address: shanenickle@co.schoharie.ny.us
Phone/Fax: 518-295-8770 ph 518-295-8788 fx

Schoharie County and/or the Town of Conesville are not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Bid responses received later than the date and time stated above will not be opened. Late bids will be returned unopened. Any questions about the meaning, intent, or the specifications must be directed to the Contact Person by the Bidder in writing no later than Tuesday, January 8, 2013 at 3:00 pm, EST. Fax, Email or deliver your written questions to the contact person listed above. Questions will be responded to and posted by Wednesday, January 9, 2013 at 3:00 pm, EST with this Request for Bid on the Schoharie County website at www.schohariecounty-ny.gov. Answers to questions will become part of the Terms and Conditions. The sealed bids will be opened on Wednesday, January 23, 2013 at 9:30 am, EST at the Schoharie County Planning and Development Agency.

Wherever requested throughout this document, a company representative who is authorized to bind the Contract will sign on behalf of the company to indicate to the Town of Conesville that you read,

understand, and will comply with the Terms and Conditions. The Town of Conesville reserves the right to reject any bids, and to accept in whole or in part the bid which in the judgment of the bid evaluators is the most responsive and responsible bid.

TERMS AND CONDITIONS

SCOPE OF WORK

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the area during demolition, as well as to restore the property to open space to mitigate stream bank erosion. After given Notice to Proceed, all structures on the property must be demolished as quickly as possible and all debris removed and disposed of in compliance with Town requirements. **All work must be completed by Friday, May 31, 2013 unless an extension is granted by the Town.**

The work to be performed consists of demolition and removal of all structures and debris as directed by the Town within the surveyed property boundary. Demolition must be performed in compliance with all governmental requirements including proper hazardous material disposal. It is the successful contractor's responsibility to make sure all legal requirements are complied with. Demolition and floodplain development permits from the Town of Conesville will be obtained prior to work commencing. Prospective Bidders may view the property prior to bidding by scheduling an appointment with the Contact Person.

It shall be the Contractor's responsibility to secure the project site by whatever means necessary to protect people from danger. New York State Historic Preservation has determined that the site is not historically significant and no special conditions apply to demolition on the property. Any below grade foundation at least two (2) feet below existing adjacent grade can remain and the depression filled with clean fill from an off project site location or concrete, brick, stone obtained from the project site. Any slab including footings of basement-less structures must be removed as part of the project, but can be placed in the below grade foundation of a demolished structure more than two (2) feet below adjacent existing grade. No materials other than concrete, brick, or stone may be buried on the project site. **ALL OTHER MATERIAL MUST BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.**

The Contractor must review the Terms and Conditions and provide support that the Contractor has sufficient experience and expertise as necessary to comply with the Terms and Conditions.

The work to be bid includes the demolition of the following residential property:

- 1) Former property of Thomas Berger
1184 State Route 990V, Gilboa, NY 12076
Tax Map #209.-1-2

This property is referred to as the "project site" or "property" and consists of the entire surveyed boundary of this address.

The Contractor shall be responsible for compliance with all Federal, State, New York City, and municipal requirements related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency, New York Department of Environmental Conservation, New York City Department of Environmental Protection, and New York Department of Transportation.

Utility Disconnects

The Contractor shall be responsible for coordinating with attendant utilities for disconnection of services including power, telephone, cable, and internet. All utilities must be disconnected to meet safety or local code requirements. Some utilities may have been disconnected, but the Contractor shall assume utilities are still connected and take responsibility for necessary utility disconnects.

A. Water. Any private wells found on the project site need to be plugged, capped, or filled in accordance with Schoharie County Health Department requirements/guidelines.

B. Septic. Any concrete or metal septic systems found on the project site can remain in place, but will need to be pumped out and filled with clean fill in accordance with Schoharie County Health Department requirements/guidelines. Plastic tanks should be pumped out, removed, and disposed of properly. Septic field areas, in ground trenches/beds/pipes may remain with no action necessary and seepage pits and dry wells should be pumped out (if full) and can be filled in place with clean fill.

C. Other Items. Underground fuel storage tanks must be removed according to NYSDEC requirements. In the event that historic shaft features such as wells, cisterns or privies are uncovered, the contractor will inform the Contact Person prior to filling and/or capping with appropriate material.

D. Contractor shall be responsible for the cost of any damage caused to the Town of Conesville roads, Schoharie County roads, underground buried electric lines, or any other utility lines as a result of project site activities by the Contractor.

Miscellaneous Waste Issues

A. Tires, hazardous waste, white goods, and electronics shall be removed and disposed of in a legal manner. The successful contractor may salvage any materials he/she desires.

B. Town of Conesville has performed asbestos surveys of the structure and no asbestos containing materials are present. The reports are available if needed.

Archaeological

In the event that archeological deposits (features, artifacts, remains) or other remnants of human activity are uncovered, or if archeological deposits are found during project demolition construction activities, the project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to the finds. The Contractor will inform the Contact Person and a consultation on how to proceed will take place. Any artifacts shall be the property of the Town of Conesville.

Caution Tape/Barricade

The Contractor shall make sure that any dangerous aspects of the project site are marked off as needed to notify a person entering the property of danger (e.g. hazardous materials, holes). Caution tape or a temporary fence shall have an appropriate warning statement and shall remain in place until the danger is mitigated.

Backfill - Finishing

The Contractor shall backfill any excavations, holes or depressions on the project site as a result of the structure demolition. As the property is located near a waterway, existing adjacent grade shall be maintained. Excavations, cellar holes, basement holes, abandoned cisterns or other depressions in the project site shall be filled and compacted with clean fill and a tillable layer of topsoil (3-4 inches) spread over the entire disturbed area to a uniform, adjacent grade. (No fly ash or equal.) All bare ground areas of the surveyed property must be uniformly seeded with a perennial grass to prevent erosion.

Adjacent grades - When referred to in these specifications, adjacent grade means approximate existing elevations of the ground surrounding the basement, or other excavated or depressed area, at the distance of five (5) feet outside the area, particularly when the existing ground has previously been graded up so as to slope away from the structure. Backfill will match the stability and grade of the adjacent undisturbed soils. To prevent the settling of the backfill and the ponding of surface water, grade will remain uniformly stable for at least one (1) year after the date the job is reported finished (i.e. Certificate of Acceptance issued). The Contractor shall remedy such settling by additional tamping, refilling, compacting and re-grading in conformance with the standards set forth in this section.

Final Cleanup

All pieces, parts, scraps, debris, rubbish, wood and organic materials from a structure or part of a structure shall be cleaned up and removed from the premises. Final cleanup after the structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishing, including all debris, organic materials, rubbish, and wood. Concrete, brick, stone and masonry rubble can be used as fill. Concrete slabs on grade including floors of basement-less buildings, entrance slabs, patios, garages or shed floors shall be removed and disposed of off of the project site or placed in depressions at least three (3) feet below adjacent grade. **Any material other than clean fill to be buried on the project site must be**

viewed by the Contact Person prior to covering. All work shall be guaranteed by the Contractor for a period of one (1) year.

Work Areas

The Town shall approve the geographic work area in advance with the Contractor. A meeting will be held to determine approved work area to make sure neighboring properties are not impacted.

Contractor shall keep the project area and public rights-of-way reasonably clear at all times and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and shall leave the entire project area in a totally cleared, neat, and natural condition. Open burning is not permitted.

Debris Ownership and Hauling Responsibilities

Once the Contractor begins activity on the project site, all debris generated is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in the Terms and Conditions.

Debris Disposal

Contractor acknowledges, represents and warrants to the Town that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State or local agencies or authorities. The Contractor will dispose of all materials in a legal manner. The successful Contractor shall communicate with disposal facilities to be sure all applicable requirements are complied with.

A. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in the Terms and Conditions shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the Terms and Conditions.

B. Contractor is responsible for determining and complying with the applicable requirements for securing loads while in transit. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

Equipment

A. The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

B. All equipment and vehicles utilized by the Contractor shall meet all the requirements of the Federal, State and local regulations including, without limitation, all NYDOT and safety regulations.

Contractor Employees

A. Any person performing work on behalf of the Contractor must be identifiable by uniform, proper identification, and/or a marked vehicle. The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this contract.

B. If, in the opinion of the Town, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the Terms and Conditions, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. It is of the utmost importance to communicate with the neighbors of the properties to work out any concerns and to only perform work during acceptable working hours. No work shall be performed on the project site on a Sunday or between the hours of 8:00 p.m. and 7:00 a.m. Monday through Saturday.

C. Contractor is responsible for payment of worker compensation, overtime, New York State prevailing wage rates, insurance requirements, and any other required coverage as required by State and/or Federal law or regulations.

BID PROCEDURES AND DOCUMENTS

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one (1) copy of the bid form is required. Supporting documentation (e.g. non-collusion affidavit) shall be included.

The Town may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the Contractor.

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

Prospective bidders and their agents will be permitted to investigate the project site as necessary by appointment with the Contact Person **prior to Thursday, December 20, 2012**. They must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they deem necessary, as to the actual conditions and requirements of the work and as to the actual quantities required for project completion. Prices bid shall include all costs for the work set out in the Terms and Conditions.

At the time of the opening of bids, each bidder will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the Terms and Conditions (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way relieve him/her from fulfilling any of the conditions of the contract.

The Terms and Conditions contain the provisions required for the project. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him/her from fulfilling any of the conditions of the contract.

The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement by the Town. Should there be reason why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Town and the Contractor. If the Notice to Proceed has not been issued within the seven (7) day period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town, all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted. All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the contract throughout.

Bid Evaluation Procedures

The Town will evaluate the bids individually. When allowed by law, financial terms may not be the sole determining factor in this award. Other factors that the Board determines may affect the suitability of the bid for the Town's requirements will also be considered. A Contractor's submission of the bid constitutes their acceptance of the evaluation technique and their recognition and acceptance that the evaluators in this evaluation will use subjective judgment.

Insurance

Prior to signing the contract, the successful bidder agrees to furnish the Town with all applicable certificates of insurance.

Payment - Billing

Upon award of the bid, the Town will work with the successful bidder to execute a contract as soon as possible. A written contract will be presented for signing and project work forms will be used. If the Town is unable to reach an agreement with the successful bidder within a reasonable time period, the bid will be awarded to another party.

Payment for each structure demolished authorized under this contract will be paid for upon receipt of an original invoice within sixty (60) days and after all services are delivered, inspected and accepted by the Contact Person.

The invoice shall clearly state:

1. The Contractor name,
2. The address of the structure,
3. Description of work performed, and
4. Date(s) of demolition

Invoices shall be billed to: Town of Conesville

Invoices shall be mailed to: 1306 State Route 990V, Gilboa, NY 12076

Final payment will not be made until a passing Final Inspection has been given by the Contact Person and a Town Certificate of Acceptance issued.

The Town may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

Warranties and Representations

The Contractor shall comply with all Federal, State, County and municipal laws, ordinances and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local, state and Federal law, is not now and has never been debarred from performing Federal or State government contract.

Performance Bond

Successful bidder will be required to post a performance bond or provide the Town with some other acceptable instrument in order to guarantee the work called for in this bid. The amount of the performance bond or other instrument will be for the amount of the bid or in the amount of \$30,000 whichever is greater.

Non-Collusion Affidavit

Each bid shall be accompanied by a completed Non-Collusion Affidavit.

BID FORM – to be submitted to Town

Proposal of _____ (hereinafter called “Bidder” or “Contractor”), organized and existing under the laws of the State of New York doing business as _____ (a corporation, a partnership or an individual) to the Town of Conesville (hereinafter called “Town”).

In compliance with your Solicitation for bids, Bidder hereby proposes to perform all work for the Berger Demolition in accordance with the Terms and Conditions, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies as to his own organization that his/her bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract within seven (7) days of the date of issuance of Notice to Proceed and to fully complete the project by May 31, 2013. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 per day for each consecutive calendar days thereafter.

Bidder has read all requirements in the Terms and Conditions and will complete the work in accordance with the Terms and Conditions for the lump sum of

_____ dollars, \$_____.00

Contractor

Attach any relevant information on how hazardous waste will be handled and a completed non-collusion affidavit.

NON-COLLUSION AFFIDAVIT – to be submitted to Town

State of _____)
) ss.
County of _____)

_____ being first duly sworn deposes and says that:

(1) He/She is _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Town of Conesville or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of (Check one below)
_____Bidder if the bidder is an individual;
_____Partner if the bidder is a partnership;
_____Officer if the bidder is a corporation.

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Signature

My commission expires _____, 20__.