

**City of Peekskill
Bid No. 2016-001
Request for Proposals
for
Demolition of
324 Simpson Place
City of Peekskill , NY**

The City of Peekskill is the owner of certain property located at 324 Simpson Place, shown on the tax maps of the City of Peekskill as Section 32.12 Block 9, Lots 4./1, 4./2, 4./3, 4./4, 4./5, 4./6 (the "Property"). There is currently a concrete foundation and a partially completed wood framed structure of a multi-family residence constructed on the Property.

The City is seeking a lump sum proposal for the demolition and removal of the entire structure above the concrete foundation including all structural wood framing components, partitions, plywood sheathing, windows, steel components and miscellaneous framing hardware from the site. The site will be left free of all wheel ruts or rainwater ponds and clean of all construction debris from the demolition operation. All erosion conditions will be corrected and the existing chain link fence will be reinstalled at the completion of the demolition work.

The Property is located in a residential neighborhood and shares a common driveway with the property located at 300 Simpson Place. This is the only access point to the city's site and the driveway must remain open to vehicular traffic that accesses the garage area at 300 Simpson Place. The driveway pavement must be free of additional defects at the completion of the demolition.

A pre-bid inspection will be conducted on Tuesday, January 12th at 11:00 am with sealed bids submitted to the city clerk's office at 10:00 am on Friday, January 15th.

All bidders are required to register their interest in bidding via e-mail to jpinto@cityofpeekskill.com.

All bids are to contain a signed "NON-COLLUSIVE BIDDING CERTIFICATION" form (below) and list the following subject information on their bid;

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All bids are to be addressed to **Richard A. Leins, Acting City Manager** and will be read aloud and recorded. The city reserves the right to reject any and all bids

PROPOSAL AND SCHEDULE FOR BIDS

EXECUTION OF THIS FORM IS MANDATORY UNDER STATE LAW

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York, as amended by the Laws of 1966.

“(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

“(1) The prices in this Bid have been arrived at 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 the bidder and will not be knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor;

“(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

“(b) A Bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with, provided, however, that, if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a) (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 submitted, or his designee, determines that such disclosure was not made for the purpose of restricting competition”.

Dated _____, 20____
(Seal of Corporation)

Legal Name of Person, Firm or Corporation

Business Address of Person, Firm or Corporation

By _____ Title _____

Terms and Conditions of the Work

Supervision and General Foreman

The Contractor shall employ and keep on the work at all times a competent general superintendent or foreman as his representative and instructions given or notices served on this superintendent shall be binding upon the Contractor.

Before commencing the work, the Contractor shall submit a resume of the experience of the superintendent he proposes to employ to the engineer for the city of Peekskill . All workmen employed in the performance of this contract shall be skilled in their particular trades. No mediocre work shall be accepted or countenanced.

Any superintendent, foreman or workman employed on this project who disregards orders or instructions, does not perform his work in a safe, proper, skillful and expeditious manner, or is otherwise objectionable, shall be removed from the work and shall be replaced by a suitable superintendent, foreman or workman.

The Contractor shall ensure that all subcontractors and divisions of the work are executed in a safe, proper and workmanlike manner on scheduled time, and with due cooperation.

F.17 Subcontracting

Before beginning the work, the Contractor shall submit a list of the subcontractors and suppliers he intends to employ in the work. The Owner shall have the right of approval or rejection of subcontractors proposed for this work by the Contractor. If the Contractor sublets any part of this contract, the Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors and of the persons either directly or indirectly employed by his subcontractors as he is for the acts and omissions of persons directly employed by him. The Contractor shall bind each subcontractor to the terms of these documents.

F.18 Indemnity

The following Indemnification Agreement shall be endorsed on the reverse sides of all certificates of insurance:

“The Contractor agrees to protect, defend, indemnify and hold the Owner and its officers, employees, agents, Department of Public Works and all consultants engaged by said firm on this project 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 thereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in patent, trademark, copyright (or application for any thereof), or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or 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 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 Obligation Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner or Department of Public Works for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner, its employees or the Engineers.”

F.26 Protection of Work Until Completion

The Contractor shall be held responsible for the protection and maintenance of his work until the issuance of a final certificate and shall make good any damage to the work caused by fire, storms, settlements, accidents, floods, sewage flow, or negligence of himself or his employees or others so that the complete work, when turned over to the Owner, will be in first-class condition.

Safety and Health Regulations

The Contractor shall comply with the Department of Labor Safety and Health Act, Chapter 17, Title 29, CFR Part 1926 and Chapter 13, Title 29, CFR 1518.

G.07 Water Supply

All water used for the purposes of this bid as well as the cost of piping such water, including meters, valves, trenching and all incidental charges, shall be furnished by or charged to the Contractor and shall be included in the prices bid for the various items of the work done under the bid. All existing hydrants and valves are the property of the Owner and only the Owner's personnel shall operate such facilities. The Contractor shall give the Owner forty-eight (48) hours notice of the need to operate such facilities. Water introduced into the new pipe for final flushing, disinfection, and pressure testing will be supplied by the Owner at no charge to the Contractor.

In any and all claims against Department of Public Works by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the Department of Public Works, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs or specifications. It is not the purpose or intention to hereby indemnify the Department of Public Works from liability in violation of Section 5-324 of the General Obligation Law.

Nothing in the Bid Documents or specifications shall create or give to third parties any claim or right of action against the Contractor, Department of Public Works or the Owner beyond such as may legally exist irrespective of the contract.

F.19 Permits, Certificate and Laws

The Contractor shall furnish all necessary licenses and permits of a temporary nature and shall give due and adequate notices to those in control of all properties which may be affected by his operation or required by all laws, ordinances, rules and regulations bearing on the conduct of this work. No fees will be required for the demolition work but the contractors must apply for a demolition permit prior to the start of the work.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless otherwise specified. See also Section G.05 Permits.

G.22 Insurance

After execution of the contract and prior to commencement of any work included under this Contract, the Contractor shall file with the Owner for approval of the following:

- a. Certificate of Workmen's Compensation Insurance, as required by the laws of the State of New York.
- b. Certificate of Public Liability Insurance in amounts not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate, naming the City of Peekskill as an additional insured.
- c. In the event that automobiles are used in connection with Contractor's business or operations with the City the Contractor shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or

damage to property or other mandatory coverage, relating to the use, operation, loading or unloading of any of Contractor's automobiles (including owned, hired and non-owned vehicles) on and around the project. Coverage shall be in an amount of not less than \$1,000,000 each accident.

- d. The Contractor shall maintain an occurrence form umbrella policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of operations of Contractor or arising from automobile liability. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than \$5,000,000 per occurrence/aggregate.
- e. Certificate of Property Damage Insurance in an amount of not less than \$500,000, with the City of Peekskill as an additional insured.
- f. Owner's Protective Policy to insure the Owner, Owner's agents, Department of Public Works, owners of private properties and Westchester County against those claims arising from the work performed under this contract as described in Section F.18 Indemnity, in amounts not less than \$500,000/\$1,000,000. The Owner, Owner's agents, private owners and Westchester County shall be named as co-insured. This policy shall be in force from the commencement of work through the guarantee period.

At the time of submittal, copies of all policies shall be sent to the Engineer.

Each policy and Certificate shall have endorsed thereon: "No cancellation of, or change, in this policy shall become effective until after 10 days notice by registered mail to the Owner."

Notice of cancellation for a. through d. must be given to the Owner.

G.23 Labor Law (State of New York)

The Contractor shall comply in all respects with Section 220 of the Labor Law of the State of New York, and agrees that no laborer, workman or mechanic in his employ, or in the employ of any other person doing the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than 8 hours in any one calendar day, or more than five days in any one week, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and the wages to be paid for a legal day's work to all laborers, workmen, or mechanics in his employ shall not be less than the prevailing rate for work to be performed, and that he will pay each employee engaged in the work contemplated by this contract, the wages earned by said employee in cash.

The Contractor shall comply in all respects with Section 220-E of the Labor Law of the State of New York, and agrees that in hiring of employees for the performance of work under this contract or any subcontract hereunder, if allowed, that he, any person action on behalf of him, it or such subcontractor will not, by any reason of race or color, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment hereunder related, that if the Contractor, or any subcontractor, or any person on its behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color, there may be deducted from the amount payable to the Contractor by the Owner under this contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions hereof; and, that this contract may be canceled or terminated by the Owner, and all money due to, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of conditions of this section.

The Contractor shall comply in all respects with Section 222-a which requires that if in the construction of public work a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by and maintained and effectively operated by the Contractor; and that if the provisions of Section 222-a concerning harmful dust hazards are not complied with, the contract shall be void.

G.24 Wage Rates (State of New York)

In compliance with Section 220 of the Labor Law of the State of New York as amended by Chapter 750 of the Laws of 1956, the following schedule of hourly minimum rates of wages, including supplements for welfare, pension, vacation and other benefits, shall apply to this contract. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees. The law states that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practice of the locality". The supplements listed on the enclosed schedule do not necessarily include all types of prevailing supplements in the locality, and future determination of the Industrial Commissioner may require the Contractor to provide additional supplements. The Contractor shall provide statutory benefits for liability benefits, workmen's compensation, unemployment insurance and social security.

The fact that there is no minimum wage rate hereinafter stated for some classifications found to be necessary on the project will in no way affect the obligation of the Contractor or his compensation therefore.

The contractor, and each subcontractor, if any, shall post in a prominent and accessible place on the site of the work a legible statements of all wage rates and supplements as specified to be paid or provided for the various classes of mechanics, workmen or

laborers employed on the work.

Labor classifications not appearing on the accompanying schedule of wages can be used only with the consent of the department of jurisdiction and then the rate to be paid will be given by the department of jurisdiction after being advised by the New York State Department of Labor.

The schedule of minimum wages provided herein shall in no way relieve the Contractor from the responsibility of compliance with the Labor Law of the State of New York. The Contractor shall have no claim against the Owner for increase in the rates of supplements listed in the schedule as may be determined by the New York State Department of Labor.

STATE OF NEW YORK
PREVAILING RATE SCHEDULE

