

**REQUEST FOR BIDS
FOR
WINDOW INSTALLATION and REMOVAL OF WEST
WING STRUCTURE**

at

YATES MANSION

133 MAPLE AVE., GLENVILLE, NY

TOWN OF GLENVILLE

18 GLENRIDGE RD

GLENVILLE, NY 12302

(518) 688-1200

Glenville 2020

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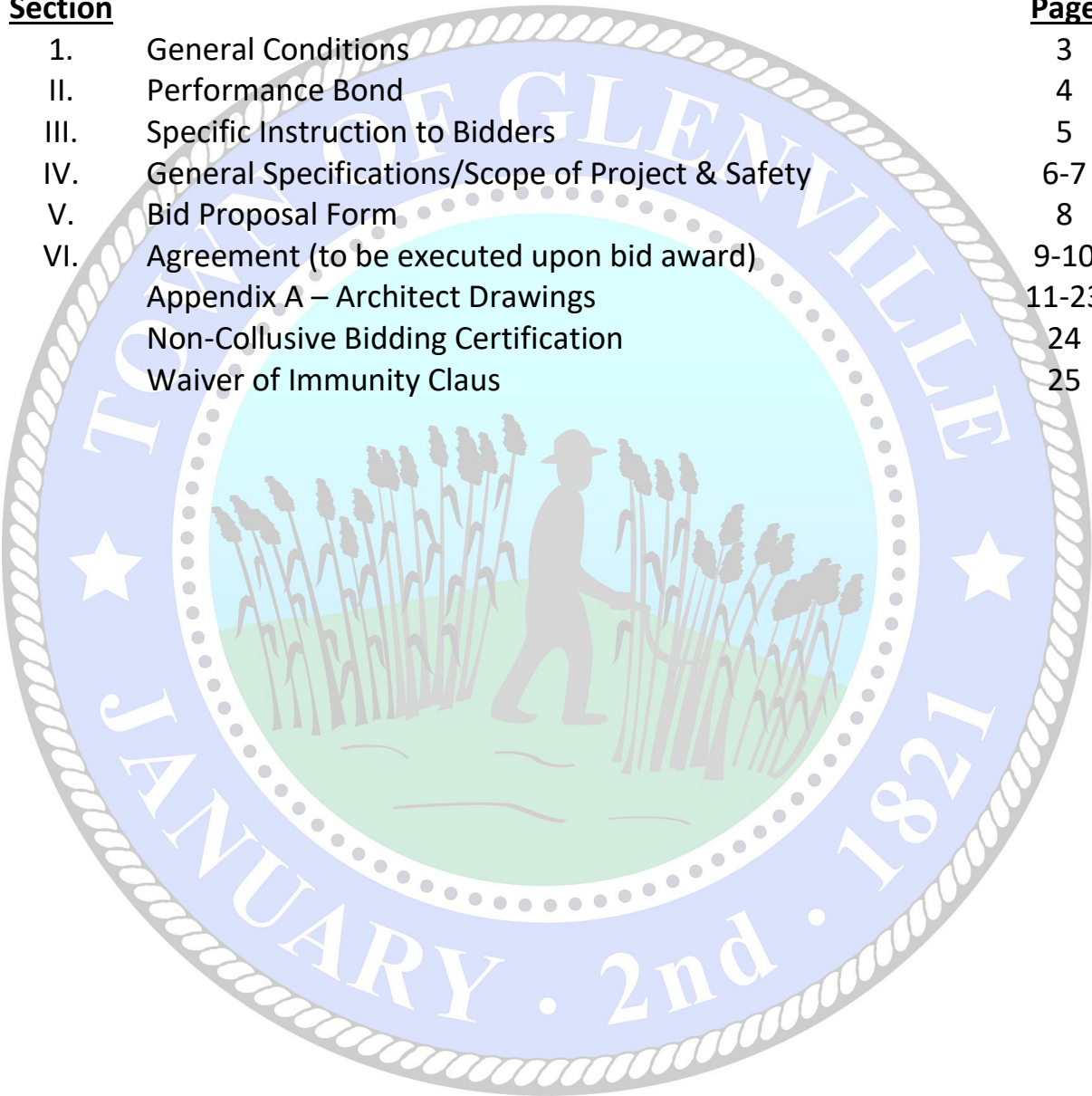


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TOWN OF GLENVILLE

WINDOW INSTALLATION and REMOVAL OF WEST WING STRUCTURE

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I. GENERAL CONDITIONS

All information requested of the contractor shall be entered into the appropriate space on the bid forms as specified. Failure to do so may result in a bid being deemed non-responsive. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before bid submission. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the bid closing time will not be accepted.

Time for installation & removal shall be stated as the number of calendar days following receipt of notice of bid award by the selected contractor until receipt of the goods/service by the town. Time for installation & removal may be considered as a determining factor in award decision.

All prices will remain in effect for at least 120 days to allow for review/approval by the Town of Glenville Town Board and then remain firm for the length of the contract from date of award by the Town Board. Bids shall include all charges for delivery, packing, etc. unless otherwise stated in the bid document. The town is not responsible for and will not pay any fuel surcharges during the term of the contract.

Bid Submission and Terms

Please read these instructions carefully. Bids may be disqualified if not submitted as detailed below.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e. telephonic, fax, email, etc.) are not acceptable. All bids shall be presented in a seal envelope and clearly contain on the outside of the sealed envelope the notation: **WINDOW & REMOVAL PROJECT BID – YATES MANSION, TOWN OF GLENVILLE**

To be considered, all bids must be submitted and received in the **Glenville Town Clerk's Office** by the date and time specified, which is **Wednesday, April 8, 2020 by 10am**. No late, emailed, faxed or telephone bids will be accepted. The town reserves the right to postpone the bid opening for its own convenience.

The town further reserves the right (1) to accept or reject any bid, or any part thereof, (2) to waive any irregularity in a bid, (3) to accept the bid that is in the best interest of the town, (4) to reduce or eliminate this purchase without prior notice, and (5) to issue post-bid addendums to clarify or request additional information including pricing. The undersigned hereby agrees that if the foregoing proposal shall be accepted by the town, the successful bidder will, within ten (10) consecutive calendar days after receiving notice of acceptance of such bid proposal, provide proof of insurance and enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the pricing provided in the attached cost proposal.

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Bid Default – In case of default by bidder or contractor, Town of Glenville may procure the articles or services required by this agreement from other sources and hold the successful bidder responsible for any excess costs.

Hold Harmless – The successful bidder agrees to protect, defend, and save the town harmless against any demand for payment for the use of any patented material, process, article or device that may form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the town harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

W-9 Form – Successful bidder agrees to complete and place on file annually or as otherwise required by the town, a federal W-9 Form, “Request for Taxpayer Identification Number and Certification”.

Proof of Insurance – The successful bidder agrees to provide proof of insurance, naming the Town of Glenville as an additional insured. Certificate of insurance with evidence of coverage by an insurance carrier licensed and admitted to do business in the state of New York, rated “A-:VII” or better by A.M Best (Current Rate Guide) with \$1,000,000/\$2,000,000 Commercial General Liability, \$300,000 Combined Single Limit Automobile Liability and \$100,000 Workers Compensation insurance

Prevailing Wages – The successful bidder must comply with the current wage rate schedule and all other requirements as determined by the New York State Department of Labor. Certified Payroll Affidavits are to be submitted to the Town of Glenville Comptroller Office.

Pre-bid Questions – The town will hold a pre-bid question period ending **Wednesday, April 1, 2020**. Please contact the Town of Glenville Supervisor Chris Koetzle at 518-688-1202 with any questions.

II. BID SECURITY

A bid bond, bank check or certified check in the amount of five per centum (5%) will be required with bid. The bid bond shall serve as security for the faithful performance of this contract including any maintenance or warranty provisions and for the payment of all persons performing labor or furnishing materials in connection with this contract. Premiums for bond shall be at the bidder’s expense. The bond shall be made payable to Town of Glenville. The bond shall remain in full force and effect during the life of the contract and during the term of any warranty or maintenance required by the specifications.

The contractor may not commence work until the bond has been received and approved by the town.



III. SPECIFIC INSTRUCTION TO BIDDERS

- To submit a valid bid, each bidder must complete and return this entire packet with required attachments and authorized signatures. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it contractually. Any proposal not properly executed or missing any required information as specified herein will cause the bid to be considered non-responsive and shall be rejected by the county.
- To receive consideration, bids must be received prior to the specified time of opening and reading as designated in the invitation.
- Bidders are required to use the proposal form furnished by the town when submitting their proposal. Envelopes must be sealed when submitted and clearly marked on the outside indicating the name of the bid, which is **WINDOW & REMOVAL PROJECT BID – YATES MANSION, TOWN OF GLENVILLE.**
- References in the specifications or descriptions of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for the descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other specified.
- Proposals should be mailed or delivered to the town clerk's office at Glenville Municipal Center, 18 Glenridge Rd., Glenville, NY 12302.
- Special conditions, if any, included in this document shall take precedence over any conditions listed under General Conditions or Specific Instructions to Bidders.
- Bodily injury, property damage, liability, and worker's compensation insurance – As part of its bid response, the contractor shall attach copies of valid certificates of insurance as evidence that the contractor carries adequate insurance satisfactory to the town. Upon execution of the contract, contractor shall provide copies of the same insurance, but with the addition of Town of Glenville named as an additional insurance party.



IV. GENERAL SPECIFICATIONS/SCOPE OF PROJECT AND SAFETY

Town of Glenville is seeking bids from qualified construction contractors for the window installation and removal of west wing structure at the Yates Mansion, located at 133 Maple Ave., Glenville, NY

GENERAL SPECIFICATIONS

- Contractor install windows in accordance with architect drawings, Appendix A.
- Contractor shall remove portion of west wing structure in accordance with architect drawings, Appendix A.
- Contractor shall clean job site of all work-related debris.

Inspection & Warranty – After the window installation and structure removal is finished, Town of Glenville Building Department shall complete an inspection. Any deficiencies shall be corrected by the contractor and made ready for re-inspection within five (5) working days. Upon acceptance, warranty shall be promptly issued.

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be performed by personnel skilled in their respective lines of work.

Contractor shall at all times protect the work, buildings, and contents from exposure to rain, wind, snow, sleet, hail and any other form of natural hazard, and shall take additional precautions for such risk when absent from the work site.

Contractor shall be responsible for insuring products, materials, equipment, used or brought to the project against all risk of loss, including completed operations, loss of use or business interruption. The town will not be responsible for any loss suffered by contractor.

Area around work site shall be cleaned each day before leaving the site. Storage, vehicle and equipment staging, and other ground operations shall be reviewed and approved by the county in advance at all times.

Contractor shall be responsible for damage to the town's premises that may be caused by his work. Contractor shall take all necessary measures to prevent damage to other areas of building, grounds, and utilities adjacent to his work. Should damage occur as a result of the contractor's work, the contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the town shall repair and/or replace the damaged area and charge the contractor or deduct the amount from the contractor's payment.



Contractor shall obtain all necessary permits required by laws and regulations, give all required notices, and pay all lawful fees in accordance with requirements for his particular work.

Contractor shall deliver to the town certificates of inspection where such are required. All federal, state and local taxes, when applicable are the responsibility of the contractor and should be included in the bid price. However, the town is tax exempt and state sales tax should not be included as part of the bid.

Partial payment shall be made at the discretion of the town supervisor. The town reserves the right to withhold payments until acceptance of the portion of work completed which is being invoiced.

SAFETY

The contractor shall perform all work in accordance with the "General Safety Rules and Regulations for the Construction Industry".

The contractor shall perform all work in accordance with applicable local, state, and federal laws, rules, regulations and zoning and building codes. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and all other safety/traffic control equipment required to protect the public, employees, surrounding areas, equipment, and vehicles.

In the event of an emergency affecting the safety of persons or property, contractor shall act immediately to prevent threatened loss or damage. The contractor shall immediately stop any activity or operation affecting safety until the situation is corrected.



**V. BID FORM: WINDOW & REMOVAL PROJECT BID – YATES MANSION,
TOWN OF GLENVILLE.**

The undersigned hereby declares that the instructions and specifications, included all appendixes, have been carefully examined, and that the project at the Yates Mansion will be done for the prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least one hundred twenty (120) days from the date of the bid opening to allow for the award of the bid and that if chosen the prices bid will remain firm. The undersigned bidder further agrees and understands that Town of Glenville reserves the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the town.

Bidding Company: _____

Address/City/State/Zip: _____

Contact Name: _____

Contact Phone: _____

Authorized Representative/Title: _____

Signature: _____ Date: _____

- Installation of windows as specified \$ _____
- Removal of west wing structure as specified \$ _____
- Length of Work Warranty (in years) _____
- Length of time for project (in days) _____
- Estimated start (in number of days) after receiving notice of bid award _____

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2020 by and between Town of Glenville, a municipal corporation and _____ doing business as an (individual), or (a partnership), or (a corporation) hereinafter called "Contractor,"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:
**WINDOW FURNISH AND INSTALLATION PROEJCT AT YATES MANSION, 133
MAPLE AVE., GLENVILLE, NY 12302**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other service necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within five (5) calendar days after the date of the NOTICE TO PROCEED and will complete the same on or before _____ unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - General Conditions
 - Performance Bond
 - Specific Instruction to Bidders
 - General Specifications/Scope of Project & Safety
 - Bid Proposal Form
 - Agreement (to be executed upon bid award)
 - Bidder's Check List
 - Insurance Requirements
 - Non-Collusive Bidding Certification
 - Waiver of Immunity Claus
 - Window Manufacturer's Installation Guidelines
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in _____ each of which shall be deemed an original on the date first above written.

OWNER: Town of Glenville

BY _____

WITNESS _____

NAME Christopher Koetzle

Name _____

TITLE Town Supervisor

CONTRACTOR:

BY _____

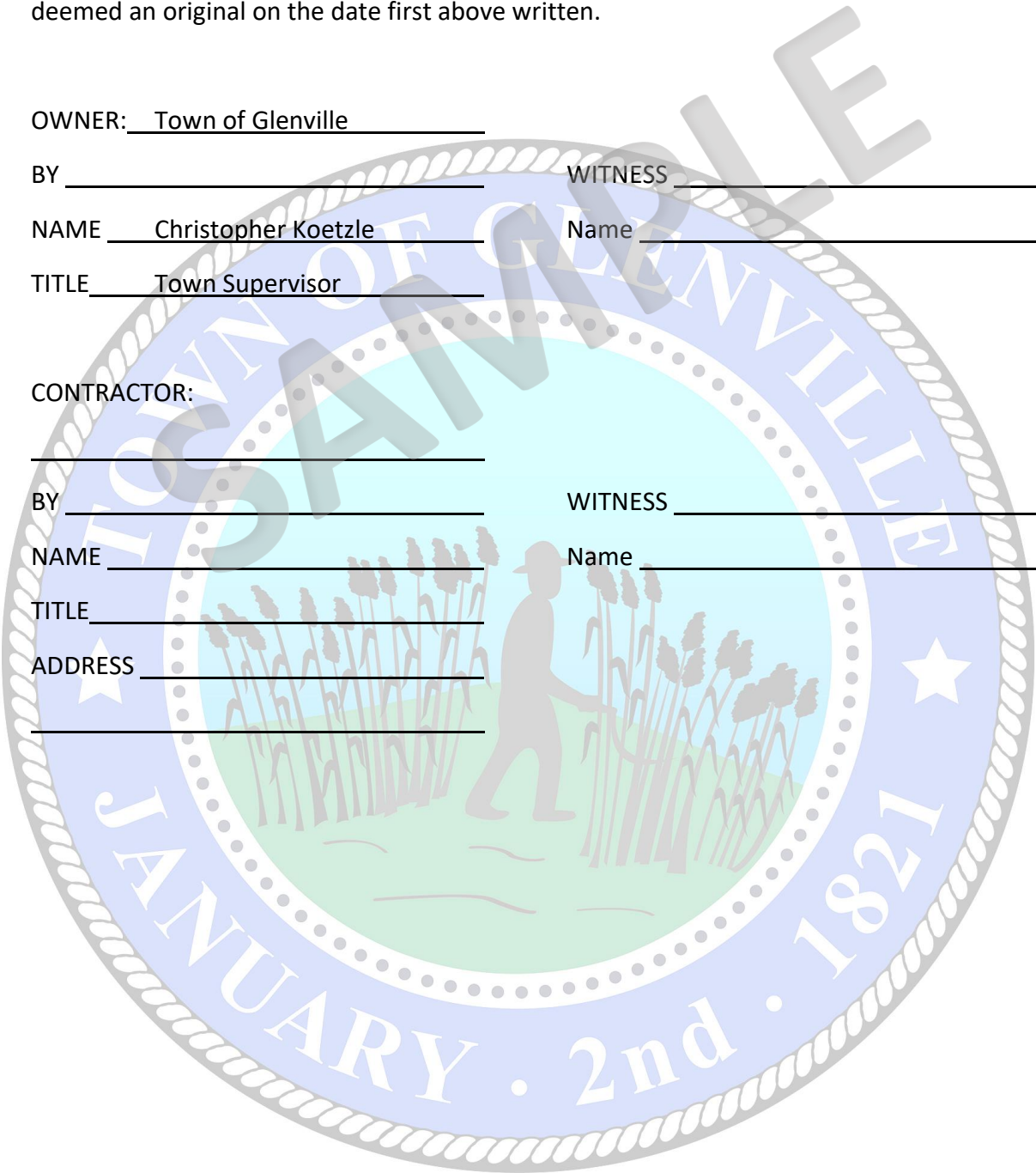
WITNESS _____

NAME _____

Name _____

TITLE _____

ADDRESS _____



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APPENDIX A

[\[Architect Drawing\]](#)



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NON-COLLUSIVE BIDDING CERTIFICATION

Non-Collusive Certification required of all Bidders under Section 103-d of the New York State General Municipal Law as amended by Chapter 75i of the Laws of 1965, effective September 1, 1965.

By Submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposal for this project, to any other Bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

A Corporation

Individual Bidder

By _____

A Co-Partnership

By _____

Partner

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WAIVER OF IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a grand jury to testify concerning the bid or contract, to sign a Waiver of Immunity against criminal prosecution or to answer any relevant question concerning the transaction, bid or contract.

By _____



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