



VILLAGE OF SPRINGVILLE



5 WEST MAIN STREET, PO BOX 17
SPRINGVILLE, NY 14141
716-592-4936

Property Demolition

37 South Central Ave

Bid Opening: Thursday Nov 5th at 11 am @ 5 W. Main St. Springville

BID PROPOSAL

BID ITEM #1 :

DEMOLITION, ASBESTOS REMOVAL & DISPOSAL, REMOVAL OF CONTENTS, TOPSOIL & SEED RESTORATION for house at 37 South Central Avenue, Springville NY 14141

TOTAL BID PRICE \$ _____

Written \$ _____

Company Name: _____

Company Contact Name: _____

Address: _____

Contact Number: _____

The Village reserves the right to reject any and all bids.

October 7, 2020

To Whom It May Concern:

The Village of Springville is soliciting sealed bids for the demolition and removal of contents and debris of a vacant property located at 37 South Central Avenue, Springville NY 14141. Property is being treated as containing asbestos since access is limited to inside of structure. The removal of contents shall be included in the bid number for this property. The site is to be filled with suitable clean fill material and brought to match existing grade with minimum 4" of compacted topsoil and seeded.

Enclosed are the following:

1. Legal Notice with Bid date of Nov 5th at 11 am.
2. Bid Form that must be returned before 11 am on Nov 5, 2020 in a sealed envelope marked "DEMO" to the Village Administrator's Office at the Village of Springville 5 W. Main St PO Box 17, Springville, NY 14141.
3. Bid opening will be at the Village Offices at 5 W. Main St. Springville at 11 am.
4. Certificate of Non-Collusion that must be returned with Bid Form.
5. Bid Conditions and Requirements.
6. Contact information for questions:

Village of Springville Building Department

Phone number (716) 592-4936 x 1525 –Mike Kaleta

LEGAL NOTICE

Village of Springville

Please take notice that the Village of Springville, 5 West Main Street, Springville, NY, will receive sealed proposals for the demolition of the following property:

37 South Central Avenue, located in Springville, NY 14141.

Detailed specifications may be obtained from the Village Administrator's Office at the Springville Village Hall, 5 West Main Street, Springville NY 14141 during the hours of 8:00 am till 4:00pm.

All sealed bids received will be publicly opened on Nov 5th at 11 am in the 1st floor conference room, 5 W. Main Street, Springville, NY 14141.

The Village Board reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of the specification and contract documents, and may waive any informalities, make an award to other than the low bidder, or reject any or all bids should it be in the best interest of the Village.

By Order of the Board of Trustees

Elizabeth C. Melock
Village Administrator

Please Publish Oct 15th 2020 Springville Journal

BID CONDITIONS AND REQUIREMENTS

BIDS: The Village of Springville reserves the right to make a contractor selection based solely on the bid. The contractor selected will be chosen on the basis of greatest overall benefit to the Village and not solely on the basis of lowest price and the Village reserves the right to reject any and/or all bids.

NOTICE: Notice shall be given by the Contractor to the Code Enforcement Officer or his designee before starting any work.

GUARANTY: The contractor shall be responsible for all damages to persons and property that occur as a result of his fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all **work** performed until the completion by the Contractor and final acceptance by the Village, whether or not the same has been covered in whole or in part by payment from the Village. The Contractor shall keep and maintain the demolition and or Asbestos Project site in good condition and repair until acceptance by the Village of Springville.

The Contractor shall leave the work in perfect order on completion thereof and, without expense to the Village, keep and maintain the same in good condition and repair for one (1) year from the date of acceptance of same by the Village and shall leave the work in good condition and repair at the end of said period and neither the final payment or final certificate nor any provision in the Contract Documents shall relieve the Contractor or his surety of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and upon written notice from the Village he shall remedy any defects due thereto and shall pay all expenses for any damage to other work resulting therefrom.

WORKMANSHIP: Shall be first-class in every respect without exception and shall be equal to the best modern practices.

GAS, ELECTRIC, TELEPHONE, SEWER, WATER, FIBER OPTIC AND CABLE SERVICE: The Contractor shall be responsible for arranging to have all listed utilities cut and in proper condition to proceed with demolition work under the proposal. Sewer and water service termination are to be performed as part of this contract. It shall be the responsibility of the Demolition Contractor to provide a sub-contractor licensed as a Master Plumber to perform the water and sewer termination to the building.

INSPECTION: Code Enforcement Officer or his designee shall inspect all work and may stop such work, if, in their opinion, it is not being

satisfactorily performed. No work shall be closed or covered until it has been approved by the inspector in charge. The Code Enforcement Officer or his designee shall have access to the site at all times any work is in progress. The regular workweek for the project inspection forces is 8:00 A.M. to 4:00 P.M. daily, five (5) days per week, Monday - Friday, excluding the following observed holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Jr. Day	Labor Day	Thanksgiving
President's Day	Columbus Day	Fri. after Thanksgiving
Good Friday	Election Day	Christmas Day

If the Contractor elects to work any time other than the regular working hours, permission to do so must be obtained from the Code Enforcement Officer or his designee. The Contractor shall be responsible for obtaining all required permits.

DEFECTIVE MATERIALS OR WORKMANSHIP: Should any material or workmanship be found to be defective or contrary to order, such material or workmanship, no matter what stage of completion, may be rejected, and shall be corrected by the Contractor at his own expense.

PREPARATION: Contractor shall remove all existing materials as required to permit the installation of new work.

DELAYS AND EXTENSIONS OF TIME:

- (a) If the Contractor is delayed in the progress of the work by any act or neglect of the owner or any of his employees, or by changes in the work, unavoidable casualties or any other causes beyond the Contractor's control, the time of completion shall be extended for such reasonable time the Code Enforcement Officer, or his designee may decide.
- (b) The request for an extension shall be made in writing by the Contractor to the Code Enforcement Officer or his designee.
- (c) The Village of Springville, owner or agent shall not be liable to the Contractor or other party, for any defect, default or delay or any other contractor upon such work nor shall any such neglect, default or delay or any damage that may happen thereto by fire.

The Contractor shall not be released from the obligations to furnish the said work within the time specified, or from the damage to be paid in default thereof, unless the time of completion is extended as above provided, in which case the Contractor shall be released from payment of the stipulated damages for the additional time certified and no more.

- (d) Claims by the Contractor for damages by reason of any delay on the part of the Village or its agents will not be allowed, by any such delay shall work a corresponding extension of time for the completion of the contract. The whole of the work provided for these specifications must be done to the full satisfaction of and final acceptance of the Village.

No work to start without permits unless approved, in writing, by the Code Enforcement Officer or his designee.

NON-PERFORMANCE: Upon commencement of the project work shall continue on a daily basis excluding holidays and weekends. If there is an interruption in the work, or if the time frame for completion of the demolition activities exceeds the date on the Notice to Proceed without an extension from the Code Enforcement Officer or his designee, the Village will consider the Contractor in default of this contract. In the event of such default the Village of Springville shall reserve the right to take the following action in addition to any other action followed by law:

- (1) Withhold payment of moneys to the Contractor.
- (2) Cancel other related and current contracts.
- (3) Reserve the right to ban future contracts.
- (4) Award this bid to the next lowest bidder or re-advertise the work on a future bid for solicitation of services.

DEBRIS AND SALVAGE: The Contractor shall clean up and remove all debris and rubbish resulting from the work from time to time required or directed. At completion of the work the premises shall be left in a neat, unobstructed condition. Salvage materials including building materials, bricks and wood shall become the property of the Contractor upon the Completion of the work and the Contractor may remove such salvage materials off the premises prior to the acceptance of the work by the Village of Springville. In the case of privately owned structures, the property owner(s) are notified, in writing, by this department that said owner(s) are to remove any valuable household items from the premises on or before the bid date.

SHOP AND SETTING DRAWINGS: If requested, the Contractor shall submit for approval by the Village, shop and setting drawings.

PROTECTION OF WORK AND PROPERTY: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Village's property and all adjacent property from injury arising in connection with this work. Contractor shall install perimeter safety fencing which shall be secured whenever contractor is not on site until the completion of the project. Project site shall keep free of excessive debris and dust be kept to a minimum. The Contractor shall clean, restore and repair any damage it caused to the adjacent

properties and nearby sidewalk and streets.

INDEMNITY: The Contractor shall be responsible for all damage to life and property due to his operations and he shall indemnify and save harmless the Village from all suits, actions, damages and costs of every name and description resulting from the work of this contract.

PAST JOB PERFORMANCE: The Village reserves the right to request documentation for a "Record of Past Performance" review. The Village of Springville reserves the right to reject any and all bids based on this review.

SUPERVISION: The Contractor shall give the work adequate personal supervision and shall keep a competent superintendent constantly on the site while the work is progressing. None but competent persons shall be employed on the work and if the Code Enforcement Officer or his designee shall deem any employee incompetent or for any other cause unfit for his duty, the Contractor shall remove the employee immediately and he/she shall not again be employed on the work.

CANCELLATION: In the event that the contract is canceled by the Village during the course of the demolition, the Contractor shall be entitled to receive only the reasonable cost of materials and labor provided that the Village obtain the requisite verification and documentation to support the findings of such costs incurred by the Contractor. The Village of Springville reserves the right to cancel any or all portions of an aggregate bid due to work stoppage by legal service or other means. In cases such as these, the contract amount will be adjusted using the aggregate bid amounts listed in the bid document. In the event the Contractor defaults in the performance of the contract herein, then the Village shall have the right to offset any reasonable additional costs incurred to the Village to complete the job and as a result of the Contractor's breach of the contract herein.

COMPLETION OF PROJECT: In the event that the Village is unable to make an adequate inspection to evaluate work done pursuant to the proposal submitted by the Contractor due to weather conditions, i.e. snow-covered area, etc., then the Village reserves the right to retain the payment and or performance bond until a reasonable inspection of the final work can be made by the Village.

INSURANCE: The Contractor shall furnish proof of carrying Workman's Compensation, Disability, Public Liability and Property Damage Insurance in amounts satisfactory to the Code Enforcement Officer or his designee. These certificates must be on file in the Village of Springville Building Dept. before Order for Work will be issued. The policy shall name the Village as additionally insured.

The required insurance shall be submitted to the Village for approval by the lowest bidder within five (5) days after the receipt of the Notice of Contract Award.

Failure to do so will give the Village the right to reject such bid and award the contract to the next lowest bidder or re-advertise the work. The Contractor must apply to the Village for all required

permits within five (5) days after the date of the Notice to proceed.

The minimum level of general liability insurance specifically for asbestos abatement and demolition shall be \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy shall name the Village as Certificate Holder and as additionally insured.

NON DISCRIMINATION: If federal funds are expended on any portion of the described work completed during the performance of the contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicant and employees are afforded equal employment opportunities without discrimination because of race, color, religion, sex or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer, retirement or requirement advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the Village setting for the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitation or advertisements for employees placed by their respective payroll, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

NON FEDERAL LABOR STANDARDS PROVISIONS: The following Labor Standards provisions are applicable to the contract under State or local law; provided that the inclusions of such provisions in this Contract shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor Standards provisions of the Contract; and provide further that the limitations, if any, in these Non Federal Labor Standards Provisions upon hours worked per day, per week or per month which the employees engaged on the work therein, shall not be exceeded. Where minimum pay required by, or set forth in the Federal Labor Standards Provisions of the Contract for corresponding classifications, such State or local minimum rates shall be applicable minimum rates of pay for such classifications. It is agreed by the Contractor that all applicable State or local law, including the provisions of the Village of Springville and the Village Ordinances, shall be strictly adhered to and failure to do so shall be a violation of the Contract and shall be reason for the Village of Springville to declare the Contract null and void and compensation shall be paid to the Contractor only for the value of the work performed up to the time of such violation.

"REFUSAL" TO TESTIFY, GROUND FOR CANCELLATION, DISQUALIFICATION: Upon refusal by the Contractor or if the Contractor is a firm, partnership or corporation upon refusal of a

person who is a member, partner, officer or director thereof, or upon refusal of a person who is a member, partner, director or officer of any firm, partnership or corporation of which the Contractor is also a member, partner, officer, director, when called before a Grand Jury to testify concerning any transaction or contract with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any other political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contractor, such other person, and any firm, partnership or corporation of which he is a member, partner, Director or officer shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Village for goods, work or services for a period of five (5) years and this agreement at the option of the Village may be canceled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any moneys owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.

LAWS AND ORDINANCES: In performance of this work the Contractor shall be governed by all the Laws of the State of New York and the Ordinances of the Village of Springville, now in force, or which may hereafter be adopted, applicable to this work.

WAGE RATE: The Contractor shall pay all employees engaged on this work the prevailing rate of wages as established by the State of New York Department of Labor and shall so certify on the invoice-voucher requesting payment.

SUBCONTRACT: The General Contractor shall not be permitted to sub-contract any demolition work unless receiving prior written approval from the Code Enforcement Officer or his designee. The request to sub-contract work shall be done in writing to the Code Enforcement Officer or his designee.

PAYMENT: Payment on any asbestos or demolition will be made in compliance with provisions set forth in the bid document. Payment will be made in compliance with provisions set forth in the bid document. Payment will be made only after all specifications and/or change orders are adhered to. Then all permits must be paid for and issued prior to any payment being processed by the Village of Springville.

EXECUTION: If at any time any Demolition Contractor with current demolition contracts that are not completed by the date stated on each Notice to Proceed, the said Demolition Contractor will not be notified or have their services solicited for emergency demolition as ordered by the Code Enforcement Officer. If at any time a Demolition Contractor with current demolition contracts and or service orders are not current with their previously awarded contracts and are not in conformance with the schedule specifically stated on the Notice of Contract Award and or Notice to Proceed, their bid proposal for this demolition project will be rejected. Contractors not in conformance with the work schedule of the Code Enforcement Officer shall receive notice of these deficiencies in writing. If the Demolition Contractor has submitted for and received an approval from the Code Enforcement Officer or his designee approving a delay or extension of time as stated in this contract, those specific properties are not applicable to this

clause.

CHANGE ORDER: Any material deviations from the specifications, approved cost or manner in which any of the projects attached to this contract shall not be instituted until a Change Order is issued. The Change Order to the contract shall be deemed as an amendment to the original contract and such Change Order shall be subject to all the terms and conditions as set forth in the original contract, unless otherwise specified in the Change Order. The phrase "unless otherwise specified" shall include terms of the performance which are specifically set forth in the Change Order and shall supersede the terms in the original contract to that extent, in the event there exists a conflict between those terms, therein. The Change Order shall only affect the area of the contract that is specifically mentioned in the Document. The Change Order shall not be valid unless approved by the Code Enforcement Officer or his designee.

ADDITIONAL WORK: No additional work beyond the scope of this agreement shall be performed without prior written authorization from the Code Enforcement Officer or his designee. All such work shall be subject to the following provisions.

- (a) If during the job, the additional work is determined directly related to the task at hand, negotiations between the Code Enforcement Officer or his designee and the contractor shall take place.

The cost of the additional work shall be based on similar work already agreed to in the original contract. Unit pricing shall be used whenever practical. If the additional work is agreed upon, an additional contract (Change Order) shall be drafted. This change order shall not be valid unless approved by the Village Board.

- (b) If during the job additional work is determined that is not directly related to the job at hand it shall become the decision of the Code Enforcement Officer or his designee to halt the ongoing work and bid the additional work using the established bidding procedures.
- (c) If additional work is determined prior to the commencement of a job, negotiations between the Contractor and the Code Enforcement Officer or his designee shall commence. If the additional jobs are directly related to the work already agreed upon in this contract, negotiations between the Code Enforcement Officer or his designee and the Contractor shall take place. The cost of the additional work shall be based on similar work already agreed upon. If the additional work is agreed upon an additional contract (Change Order) shall be drafted. This Change Order shall not be valid unless approved by the Village Board.
- (d) If additional work is determined, prior to the commencement of a job not directly related to the tasks originally bid, it shall be the decision of the Code Enforcement Officer or his designee to cancel the original bid and re-advertise the project with new specifications reflecting the changes made.

- (e) In all cases concerning additional work all decisions will be based on whatever greater benefits the Village of Springville. The decision of the Code Enforcement Officer and Village Board shall be final, binding and conclusive upon the parties hereto.

PERFORMANCE & LABOR AND MATERIAL PAYMENT BOND:

- (a) The bidder or bidders whose proposal is accepted shall furnish Performance and Labor and Material Payment Bonds running to the Village of Springville in the penal amount of the contract price, if the contract was based upon a lump sum price, or the estimated cost of the contract is to be executed by the bidder as principal by duly incorporated company authorized to guarantee the performance of the contracts and to do business in the State of New York, as surety, conditioned for the faithful and complete performance of such contract in strict compliance with the drawings and specifications, and also for the payment of all materials and services rendered in the execution of the contract, and that any person or corporation furnishing such materials or rendering such services may maintain an action to recover for the same against the obligators in the bond, as though such person or corporation was therein, provided the action is brought within one (1) year after the cause of action occurred.

The right of a person rendering services or furnishing materials to maintain an action on such bond shall be subject however, to the prior rights of the Village of Springville against the obligators in said bond. The form of the bonds shall be acceptable to the Village.

- (b) The bidder whose bid is accepted shall enter into a written contract for the performance of the work or improvement and furnish the required bond within five (5) days after written Notice of Contract Award from the Code Enforcement Officer or his designee to be served personally or by mailing in a postpaid wrapper addressed to the bidder at the address given in the bid.
- (c) In the case of those contracts, the award of which must be approved by the Village Board of the Village of Springville.

INTEREST OF MEMBERS OF THE VILLAGE: No officer, member or employee of the Village and no member of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to the contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested or to have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

INTEREST OF CONTRACTOR: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed in the Contract. The Contractor further covenants that in the performance of the contract no person having such interest shall be

employed.

WORK AREAS: The Contractor shall confine the whole of the operations within the work area and additional areas provided by the Contractor, if any, and shall not make use of any other areas for the purpose of storing material or operating equipment unless permits have been obtained from the property owner, absolving the Village from any and all responsibility in connection with the use of such properties.

PEST CONTROL: The Contractor shall comply with all Village and State Codes pertaining to pest control. Thorough and efficient measures shall be pursued to exterminate and prevent migration of rodents and other pests from the project area before any work is commenced. Before demolition starts, the measures and procedures for extermination shall be checked with and be subject to the approval and directions of the Code Enforcement Officer or his designee. The Contractor shall notify the Code Enforcement Officer or his designee when the extermination process will begin on each structure so that adequate inspection by the supervisor can be made. Only qualified personnel shall engage in the distribution of these baits and adequate warning signs shall be displayed in conspicuous places. Methods and material shall not be permanently injurious to persons or domestic animals.

One of the following baits may be used:

1. Talon G
2. Maki
3. Quintox

In addition to the distribution of bait, rat burrows shall be fumigated with calcium cyanide, using foot pump dusters for the purpose. Where possible, distribution of bait shall be made within twenty-four (24) hours after the vacating of individual building.

There shall be a five (5) day minimum interval where bait is used after distribution and before demolition of the particular building is started. No demolition work shall be started until an inspection has been made by authorized employees of the Village, and the structure is free of infestation.

ASBESTOS ABATEMENT: Asbestos shall be abated as per the property reports dictate. Asbestos abatement must comply with all codes and ordinances of the Village of Springville, NYS and Federal regulations. The cost of the reports, abatement and disposal shall be included in the bid price submitted from the Contractor.

AIR POLLUTION REGULATIONS: Contractor shall comply with general regulation under the Codes and Ordinance of the Village of Springville and New York State and Federal regulations concerning air pollution. Burning of flammable materials on the site, or within the Village limits, will not be permitted. It will also be the contractor's responsibility to wet down material, or prevent the creation of undue amounts of dust in an acceptable manner. Emission of smoke, or dust in objectionable quantities in the process of demolition activities will not be permitted.

LICENSING AND CERTIFICATION: At the time of the Bid Opening, the Contractor or Sub-Contractor shall be licensed as a New York State Department of Labor Asbestos Removal Contractor. A current and valid "Corporate" New York State Department of Labor Asbestos Handlers License will be required at the time of the Bid Opening. Photocopies of these documents shall be submitted as part of the bid. **The failure to supply this documentation as part of the bid submission will result in the disqualification of the submitted bid proposal.**

DEMOLITION TIMETABLE: Upon receipt of the Notice to Proceed from the Code Enforcement Officer or his designee, the contractor shall complete the demolition, removal of debris, backfilling, and final grading within forty-five (45) calendar days (for residential structures). Once the demolition work has commenced and the structure is razed, the contractor shall remove the demolition debris, backfill and grade no longer than ten (10) calendar days from the date the structure was razed. The site shall be secure from

**SPECIFICATIONS FOR THE DEMOLITION OF
37 SOUTH CENTRAL AVENUE SPRINGVILLE, NY 14141**

SCOPE

1. The work to be done under this contract shall be the Demolition of the building and garage in its entirety. An asbestos survey may not be possible, so this will need to be treated as if there is asbestos. If for some chance an asbestos survey is prepared prior to demolition a change order will be negotiated. The Village will be responsible for monitoring during demolition. Disposal, grading and seeding thereto as listed in the Instructions to Bidders, down to grade, foundations removed, including any underground tanks to virgin soil including but not limited to, the following items:
 - (a) Removal of all old materials and rubbish of every description from the site.
 - (b) Cleaning up of the entire property, including the cleaning out of all basements or cellars, if any, of any substantial amount of unacceptable filling material.
 - (c) The filling in of any and all voids or depressions caused by the demolition.
 - (d) Leveling, surfacing and grading the entire lot. The area covered by the building shall be brought to grade level with soil, tamped or rolled in place as specified in the "Filling Materials" section of these specifications.
 - (e) In all cases where a retaining wall is demolished and/or removed or where the pitch of the finished graded lot would be sufficient to cause erosion problems or where what is known as embankment would have to be formed, the Contractor and the Code Enforcement Officer or his designee shall meet at the site and agree on type and method of installing fill (bituminous materials and sand shall not be used) angle of repose, pitch angle (in degrees or inches per foot) and relation of finished grade to sidewalk or walkway. In the event that the Contractor and the Code Enforcement Officer are unable to agree on the above, the matter shall be referred to the Village Engineer of the Village of Springville, whose decision shall be final and binding and any cost incurred by the Contractor or any work performed by the Contractor in following the provisions of such agreement or decision shall be considered to be a part of this contract and included in this bid price.
 - (f) All public walks damaged by the Contractor must be replaced by the Contractor. Public walks damaged prior to the demolition are not the responsibility of the Contractor. It is the responsibility of the Contractor to ascertain the conditions of the public walks prior to his bidding and/or the commencement of the demolition. The Code Enforcement Officer or his designee shall decide which of these public walks shall be replaced after demolition; grading and all other work has been completed. Damages to walks not related to the demolition shall be referred to the Code Enforcement Officer or his designee.

- (g) All foundations, concrete floors located in basements, sub-basements, boiler rooms, retaining walls and crawl spaces, etc. shall be broken, removed and properly disposed of. Prior to covering these areas, the Code Enforcement Officer or his designee shall be notified for inspection. The scheduling of the required inspections shall be done in conformance with Section Number 23, Inspections, as noted in these specifications. After approval is received from the Code Enforcement Officer or his designee, cover may be placed on these areas. Failure to comply with this section of the specifications shall make the Contractor liable to remove any and all filling material to facilitate inspections of any and all excavations at a later date. Failure to comply with this requirement will result in the contractor payment voucher not being processed.
- (h) Upon receipt of the notice to proceed from the Village of Springville, the contractor shall complete the demolition, removal of debris, backfilling and final grading within the time frame noted on the Notice to Proceed. Once the demolition work has commenced and the structure is razed, the contractor shall remove the demolition debris, backfill and grade no longer than ten (10) calendar days (unless otherwise stated on the Notice to Proceed) from the date the structure was razed. Any time extensions must be requested in writing to the Code Enforcement Officer or his designee. Upon the expiration of the time frame noted on the Notice to Proceed, if all work is not completed the contractor shall be notified in writing of the change of their status to a non-responsive bidder and will not be solicited for future work.

CONTRACT DRAWINGS

2. In addition to the requirements of these specifications, all notes or drawings describing special conditions as to material or structures to remain or to be removed and methods or orders of demolition or special protection means or methods shall be part of this contract.

FILLING MATERIALS

3. The sub grade shall be of twelve inches (12") of one hundred percent (100%) soil content free of all aggregate materials as well as lacking sod, roots, stumps, trees, brush, stone and asphaltic material. Final grade shall be six inches (6") of loose topsoil compacted to four inches (4"), machined, raked and seeded with perennial tri-mix grass seed and mulch on top. Final grade is also to be done to provide for the proper drainage and to be done as to not collect any standing water or cause neighboring or adjacent properties to become the receptacle for aforementioned drainage. In the fillings of basements, voids or depressions, earth fill shall be used. The fill shall be a material with high clay content sixty six percent (66%) or higher. Filling materials must be approved by the Code Enforcement Officer or his designee. This fill shall have no particles greater than two hundred sixteen (216) cubic inches in dimension. Sod, roots, stumps, trees, brush, asphaltic materials and frozen soil or other objectionable material shall not

be used. Any deficiency in filling materials required to complete the work shall be furnished by this contractor at his own cost and expense and shall be as herein specified or as may be approved by the Code Enforcement Officer or his designee. Flammable, toxic, or other foreign filling materials shall not be used as not to disturb the environmental balance of the present and surrounding soils. If filling material either supplied or accepted by the contractor from other sources is used on the demolition site, it shall be his responsibility that these materials contain no hazardous or polluting agents.

Documentation of custody shall be provided to the Code Enforcement Officer or his designee at the time of delivery to all sites. Failure to provide the proper documentation to the department will result in the payment voucher not being processed. At a later date if environmental testing shows evidence of unacceptable chemicals or materials, said filling material shall be removed and disposed of at the Contractor's expense. New clean fill shall be furnished and graded to the satisfaction of the Code Enforcement Officer or his designee. The materials generated by the demolition which are considered to be contaminated with asbestos cannot be used in any form as fill for the site.

CLEANING UP

4. After the demolition of the buildings, all surplus materials, refuse, rubbish and debris shall be removed from the property by this contractor. Under no condition shall it be distributed about the premises. The premises should be left in a neat and clean condition and nothing that might present a possible hazard shall be allowed to remain.
5. All cellars, basements, holes, voids and excavations of any nature shall be filled with approved materials.

MATERIALS AND FIXTURES

6. All materials of and fixtures in the buildings shall be removed and become the property of the contractor and must be promptly removed from the premises by him as the work progresses.

SUPERVISION

7. All work under this contract shall be under the immediate supervision and direction of the Code Enforcement Officer or his designee.

PROTECTION

8. In the performance of the work, the Contractor shall protect any and all adjoining property, streets, sidewalks and curbs and must properly barricade, light and guard the premises whenever necessary or required and, shall provide such other protection so as to comply with all Laws, Rules, Ordinances and Regulations applicable to such work.
9. Barricades, "orange" construction fences and all other protection shall be continued, properly supported and maintained by this Contractor for the full period of the contract and shall be removed by the Contractor upon completion of the work.

PROTECTION OF BUILDINGS ON ADJOINING PROPERTY

10. Whenever the depth of a basement or cellar of a building to be demolished is in excess of the depth of a cellar, basement or foundation walls or piers on adjoining properties to such an extent as to be a source of danger to the stability or safety of the structures on the adjoining properties, then this Contractor shall safely shore and brace the adjoining structures and maintain such supports until the cellar or basement of the demolished building has been backfilled to height required to prevent the collapse of walls of the building on adjoining properties.

SAFETY DURING DEMOLITION

11. Safe and sanitary conditions shall be provided where demolition and wrecking operations are being carried on. Work shall be done in such a manner that hazard from fire, possibility of injury, danger to health and conditions which may constitute a public nuisance shall be minimized, in conformity with generally accepted standards.
12. Access to utilities and public facilities, including among others, fire hydrants, fire alarm boxes, police call boxes, street lights and manholes, shall be kept unobstructed during demolition.

PUBLIC UTILITIES

13. The Contractor shall notify all public utilities and have all water and gas mains, electric wires, telephone lines and any other items of this character removed by the various owners thereof prior to the start of work. The payment of any costs and charges billed by the owners of such utilities shall be the responsibility of the Contractor.
14. The termination of the sewer and water services is a part of the scope of work, and in order to enable the Code Enforcement Officer or his designee to schedule his work, the contractor is to notify the Village of Springville Water/Sewer Department for the sanitary lateral disconnection within two (2) working days prior to the start of

demolition in order that the General Contractor may have its sub-contractor disconnect the water and sewer services at their respective mains. The contractor will notify the Springville Electric Division two (2) days in advance when electric service is to be terminated.

15. Where a building or other structure to be demolished has its water and/or sewer lines being services from a "Y" or a line or lateral servicing other buildings or structures that are not to be demolished but to remain in use, the Contractor shall notify the Code Enforcement Officer or his designee.

LAW AND ORDINANCES

16. The work of this contract shall be performed in strict accordance with the Laws of the State of New York (New York State Code Rule Number 23 and New York State Code Rule Number 56) and the Ordinances of the Village of Springville now in force, or which may be adopted hereafter applicable to work of this contract.

HANDLING OF MATERIALS

17. In the performance of the work of this contract, no materials shall be dropped or thrown from any great height. Materials and debris resulting from the work shall be removed from the premises as rapidly as possible, but, when necessary to store any such materials within the building, such materials shall be so placed that no part of the structure is overloaded.
18. Wrecking operations shall be kept within the property lines or as directed by the Code Enforcement Officer or his designee.

CHUTES

19. Chutes for the removal of materials and debris shall be provided in all such parts of demolition operations as are deemed necessary by the Code Enforcement Officer or his designee.

DUST CONTROL

20. Debris shall be "wetted down" during all demolition activity before and during handling to hold down dust. The Contractor shall supply his own water.

DAMAGES

21. Any damages to existing curbs, sidewalks or streets caused in the performance of the work of this contract shall be replaced in kind and/or repaired in accordance with the Village of Springville specifications. All remedial work shall be done by the

Contractor at his own expense and cost to the end that curbs, sidewalks and/or street is restored to a good and satisfactory condition.

EXPLOSIVES

22. Explosives shall not be used in demolition operations without the consent of public authorities having jurisdiction over same, and if permitted, shall be used in accordance with the laws governing explosives.

INSPECTIONS

23. Contractor shall make sure all necessary inspections are coordinated.
- a. The Contractor shall inform the inspector at least two (2) working days prior to the day and time of the commencement of the demolition.
 - b. It shall be the responsibility of the Contractor to notify the Code Enforcement Officer or his designee twenty four (24) hours in advance to schedule all inspection activity.
 - c. The demolition, once commenced, must be continued until completed except with the expressed approval of the Code Enforcement Officer or his designee.
 - d. The Contractor shall notify the Code Enforcement Officer or his designee for an inspection of the excavation after all elements of the Building have been removed. Approval must be obtained from the Code Enforcement Officer or his designee prior to the placing of any filling material. This inspection shall take place at the designated address at a designated time to be scheduled at least twenty-four (24) hours in advance. Failure to obtain the required approvals will result in the payment voucher not being processed.
 - e. The Contractor shall also inform the Inspector at least one (1) working day prior to the commencement of filling in of basements, voids or depressions. This inspection shall take place at the designated address at a designated time to be scheduled at least twenty four (24) hours in advance. The Code Enforcement Officer or his designee shall inspect the entire backfilling process until an acceptable rough grade is achieved. Failure to obtain the required approvals will result in the payment voucher not being processed.
 - f. After Rough Grade is established the Contractor shall before final grading of the site is completed have on hand an excavation machine capable of excavating to the previously established grade of the foundation of the structure.
 - g. The contractor shall before the submission of a payment voucher notify the Code Enforcement Officer or his designee to inspect for final grading.

REPLACEMENT WALKS ARE TO CONFORM WITH THE FOLLOWING:

24. Break-up and remove damaged walks from site, remove debris from site. Staked forms shall be put in place with not less than five (5) pins per 10'-0" section. Forms shall be tightly locked together so that there is no movement when concrete is placed.

Four inch (4") thick concrete shall rest on a minimum of two inch (2") of compact gravel. Concrete shall be 3,000 psi. mix.

For walks over thirty (30) linear feet in length, expansion joints are required. These joints shall go the full depth of the concrete and extend to within three fourth inch (3/4") from the top of the new surface. Joint Sealer shall be applied for the last three-fourth inch (3/4"), at one time and flush with top surface. Apply both according to manufacturer's instructions. Joints shall be evenly placed over the entire length of the new concrete and evenly positioned between scorns of new surface.

Scoring of newly placed concrete shall be in intervals no greater than 1 1/2 times its width. If portions of an existing walk are being replaced scoring should match prior work.

Concrete surfaces shall be edged and fine broom finished. Finished surface shall be no greater than one-fourth inch (1/4") above grade and no less than grade.

Finished surface shall be protected until concrete can support itself and loads applied to it.

Formwork may not be removed until after this time.

The width of the new walks to match as existing surrounds.

CONTRACTOR IDENTIFICATION SIGNAGE

25. Any and all demolition work being performed by a licensed demolition contractor shall have a sign installed at the work site, for the full duration of the work, meeting the following requirements:
- a. The size of said sign shall not be less than two foot (2') by three foot (3') in area.
 - b. The sign shall be supported by two inch (2") by four inch (4") lumber sunken in the earth with a two inch (2") by four inch (4") diagonal bracing attached to withstand normal wind loading of at least twenty-five (25) miles per hour.
 - c. The sign shall be painted with a white background. Dark blue or black lettering shall be placed on the sign. The size of the letters and identification number shall be a minimum of three (3") in height. Exterior grade oil based paint or approved equal must be used in the painting of the signage.

- d. The information on the sign shall list the name of the company performing the work, the address of the company, the phone number of the company, and the name and job title of the contact person representing the company.

CERTIFICATE OF NON-COLLUSION

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

(a) 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;

(b) 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 knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(c) 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.

Name of Company

Signature of Officer

Title of Business Address Officer

City/State/Zip

Phone/Fax

Date