

TOWN OF ARIETTA
Hamilton County

HIGGINS BAY CEMETERY
FENCE PROJECT No. 2023-01

March 2023

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NOTICE TO BIDDERS

The Town of Arietta invites the submission of Sealed Bid Proposals to furnish materials and labor to complete the Higgins Bay Cemetery Fence Project No. 2023-01 all in accordance with the plans and specifications.

-Sealed Bid Proposals will be received until 5:00 p.m. prevailing time Monday, April 3, 2023 at the

Town of Arietta - Supervisors Office
1722 State Route 8 - Piseco, New York 12139

-Any bid may be withdrawn without prejudice prior to the official bid submission time or any publicized postponement thereof.

-The bid documents and contract documents may be examined at the office of the Town of Arietta, 1722 State Rt. 8, Piseco, NY 12139

-Bidders wishing electronic documents shall contact the Town of Arietta by email chris@townofarietta.com or phone 518-548-3415

-On site review of the project area will be conducted by the Town Supervisor upon request Monday-Friday 8am – 5pm.

-Completed bid proposals shall be enclosed in a sealed envelope bearing on its face the name, address and phone number of the bidder and the title of the project.

-Each bidder agrees to waive any claim it has or may have against owner, and the respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

Date: February 20, 2023

By Order of: Chris D. Rhodes, Town Supervisor

Town of Arietta Cemetery Fence Project 2023-01

DESCRIPTION OF WORK

1. GENERAL

The Purpose of the work to be done involves installing 630 lineal feet of 4' high, 3 rail black aluminum fence.

Removal of existing fence will be done by the Owner. Product information is attached to this solicitation as Exhibit 1 and Exhibit 2. The Contractor will be responsible for supplying all necessary work and materials needed for a complete and functional finished product. The Contractor will also be required to preserve and protect surrounding monuments and landscaping.

The Contractor shall be responsible for completing all work to the satisfaction of the Town of Arietta town board and superintendent. Contractor shall follow all applicable regulations and guidelines associated with the work to be done.

2. FENCE INSTALLATION

Contractor is to install fence according to manufacturers specifications and industry standards. If it is bidders practice to go above and beyond standard installation guidelines, please note details of such in your bid.

Remove and replace any items not related but may interfere with the installation.

Install the new Master Halco fence or equal inclusive of all accessories, materials and equipment needed for complete installation.

3. OPENINGS – Entrance/Egress

Contractor is to leave 3- 12' wide openings for possible future double swing gates. These openings will be prepared for the installation of the gates with appropriate post size and anchoring of the same.

No Gates or materials other than the posts shall be included in this proposal.

3. APPLICABLE TAXES

The Town of Arietta is exempt of use and sales tax and will provide a letter stating the same upon request. There is no exemption, however for Social Security, Unemployment Insurance, and like taxes.

4. WAGES

Prevailing wage rates as determined by NYS will be adhered to on all public works projects.

Payroll records for this project will be required before payment is authorized.

5. INSURANCE

- A. The contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the Town, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. Neither approval by the Town nor a failure to disapprove insurance furnished by the contractor or subcontractor shall release the contractor or subcontractor of the full responsibility for liability, damages and accidents as set forth herein.
- B. The contractor and each subcontractor shall maintain such required insurance in force during the life of the contract and no modification or change of insurance carriage and provisions shall be made without thirty(30) days written advance notice to the Town.

COMPENSATION INSURANCE: The contractor shall take out and maintain, during the life of the contract, Workmen's Compensation Insurance for all his employees at the site of the project, and incase any work is sublet, the contractor shall require the subcontractor to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In the case any class of employees are engaged in hazardous work under this contract and are not protected under the Workmen's Compensation Statute, the contractor shall provide adequate insurance for the protection of these employees.

6. LIABILITY AND PROPERTY DAMAGE INSURANCE

The contractor shall take out and maintain during the life of the contract such liability and property damage insurance as shall protect him and subcontractor performing work covered by this contract from claims for damage, for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

BODILY LIABILITY INSURANCE in the amount not less than one million dollars (\$1,000,000) for injuries, including wrongful death to any one person and subject to the same limit for each person and in an amount not less than two million dollars (\$2,000,000) for injuries to or death of two or more persons in any one accident.

PROPERTY DAMAGE INSURANCE in an amount not less than one million dollars (\$1,000,000) for damages on account of any one accident, and in an amount not less than two million dollars (\$2,000,000) for damages on account of all accidents.

CONTINGENT LIABILITY The above policies for Bodily Injury Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contractor against claim arising from the operations of subcontractors.

7. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ON BEHALF OF THE TOWN** In addition to the Liability and Property Damage Insurance above mentioned, the contractor shall furnish evidence to the Town that with respect to the operations of himself or any of his subcontractors, he has provided for and in behalf of the Town regular protective Public Liability and Contingent Property Damage Insurance to protect the contractor against claims arising from the operation of subcontractors.

- A. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor/permittee is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Town of Arietta.

NOTE: A 1997 Amendment to section 220 of the labor law requires the dept. of jurisdiction to receive and maintain monthly transcripts of certified payroll records for three years from the date of completion of the work in the awarded contract.

8. PAYMENT

- a. Progress payments- based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the contract sum to the contractor as provided below.
- b. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- c. The owner shall make payment of the certified payment application amount to the contractor not more than 45-days after receipt of a complete application for payment. A complete application for payment shall include but not limited to:
 - 1. Certified payment application showing percent complete of each component of work summarized in a statement of values.
 - 2. Certified payroll to document compliance with prevailing wage requirements.
 - 3. Request for payment of materials stored on site shall have actual paid in full invoices.
 - 4. Municipal voucher.
- d. For each progress payment made prior to substantial completion of the work, the Owner may withhold retainage from the payment otherwise due as follows: Five Percent (5%)
- e. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the Owner to the Contractor when:
 - 1. The contractor has fully performed the contract except for the contractors responsibility to correct work as needed for up to one year after completion of work due to warranty or workmanship deficiency.
 - 2. The contractor has submitted a final accounting for the cost of work, where payment is on the basis of the cost of work with or without a guaranteed maximum price.
 - 3. A final certificate of payment has been issued by the owner in accordance with the final inspection of the satisfactory work performed.

Contract Acceptance:

The Town of Arietta reserves the right to accept or reject any or all bids.

Work to be completed by 11-17-2023

FURNISH AND INSTALL FENCE AT:
HIGGINS BAY CEMETERY
152 HIGGINS BAY RD.
PISECO, NY 12139

COMPLETE WITH ALL MATERIALS, LABOR, MACHINERY, EQUIPMENT and ACCESSORIES:

TOTAL PRICE: _____ \$ _____
(amount in words) (amount in numbers)

PRODUCT SUBSTITUTE PROPOSED:

Signature of Authorized Representative _____

Title of Representative _____

Firm Name _____

Address _____

Phone Number _____

Fax Number _____

Federal or Tax ID# _____

NON-COLLUSIVE BIDDING CERTIFICATION

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, to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any 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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date _____ Signature _____

Printed copy of above signature _____

Title _____

Firm Name _____

Address _____

Telephone Number _____

Fax Number _____

Tax ID Number _____

E mail Address _____

Town of Arietta
Hamilton County, NY
Proposal for Cemetery Fence Project 2023-01

SUBMITTED BY:

Name of Firm

Address

Phone

E Mail

The undersigned declares that he has carefully examined the form of the contract and the specifications therein referred to, examined the site of the work, examined the minimum wage rate schedule that is applicable to the work and performed such other tests as deemed necessary to provide all necessary plant, machinery, tools, labor and material and other means for the construction of the specified work in strict accordance with the plans and specifications.

- A. BASE BID, Contract for CEMETERY FENCE PROJECT work: The undersigned Bidder , having carefully examined the Procurement and Contracting Requirements, Conditions of the contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Owner, having visited the site, being familiar with all conditional and requirements of the work, hereby agrees to furnish all material, labor, equipment, and services including all scheduled allowances, necessary to complete the construction of the work for the above-named documents for the stipulated sum of:

Dollars (\$ _____)

Amount in Words

Amount in Numbers

Town of Arietta – Cemetery Fence Project No. 2023-01

Respectfully Submitted this _____ day of _____, 2023

Submitted By: _____
Name of bidding firm or corporation

Authorized Signature: _____

Signed By: _____
Type or print

Title: _____
Owner/Partner/President/Vice President

STATE OF)
SS)
COUNTY OF)

Being duly sworn deposes and says that he has signed the above certification after having read the foregoing certification, and knows the content thereof, and that the same is true to deponents own knowledge, except as to the matters therein stated to be upon information and belief, and as to those matters the deponent believes it to be true.

NOTARY PUBLIC

Subscribed and sworn to before me this

_____ day of _____

Certification of Bidder Regarding Equal Employment Opportunity

This certification is required pursuant to Executive Orders 11246, (30 F.R. 12319) as amended by Executive Order 11275, and the implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Signature on this bid certifies the following:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES _____ NO _____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES _____ NO _____
3. Bidder has filed all compliance reports due under applicable instructions.
YES _____ NO _____
4. If your answer to item 3 is "NO", please explain in detail on a separate letter and include with your bid.

THE BIDDER CERTIFIES BY SIGNATURE OF THIS BID THAT THE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF HIS KNOWLEDGE AND BELIEF.