

CITY OF OLEAN

Dept. of Fire, Buildings and Emergency Services.

**Olean Municipal Building, Rm 212
P.O. Box 668, 101 E. State Street
Olean, New York 14760
716-376-5683**

SPECIFICATIONS

Repair and Upgrade Work at Gargoyle Fire Training Facility

OLEAN, NEW YORK

Notice to Contractors

Gargoyle Road, Allegany NY. (94.003-1-18.3)

Repair and upgrade work proposals will be received at the City of Olean Clerk's Office in the Olean Municipal Building, Room 112, in Olean, New York, until the Monday July 1st, 2024 at 11:00 a.m. (EDST) and will be opened in the Room 211 in the Municipal Building, Olean, New York for the repair work at the Gargoyle Fire Training Tower located at Gargoyle Road in Allegany NY 14706.

Information for bidders, specifications, proposal forms, etc. may be obtained from the Fire Department Office, located at 542 N. Union St. Olean NY 14760; (716) 376-5703; or by email at emaurouard@cityofolean.org

Proposals must be submitted to the City of Olean Clerk's Office in a seal envelope and marked on the outside thereof: "REPAIR AND UPGRADE WORK - GARGOYLE FIRE TRAINING TOWER." The City of Olean reserves the right to waive any informalities, or, to reject any or all proposals. No bidder may withdraw their proposal for a period of 60 days after date of opening.

Fire Chief Eric Maurouard – Fire Chief

Frank Caputo, City Clerk

PROPOSAL FORM

Repair and Upgrade Work at Gargoyle Fire Training Facility

OLEAN, NEW YORK

Date: _____

For site of: **Gargoyle Fire Training Tower**

TO: Fire Chief
City of Olean, New York

Having visited this site, and having familiarized myself with the buildings and the local conditions, and having examined the repair work instructions and all specifications to contractors, I hereby propose to furnish all reports required, labor, materials, tools, equipment, taxes and insurance, to do and perform all things as provided for, to complete the work of repairs and upgrades of the premises described in the contract documents all for the sum of:

Written Amount

Numerical Amount

Work to be completed by August 15th.

The release of a purchase order will serve as notice to proceed with the work. The proposal, its acceptance, the terms and specifications herein shall be the entire contract between the parties hereto, and shall constitute the contract documents referred to herein.

(Signature)

(Individual, firm or corporation bidder, as the case may be)

Company: _____

Title: _____

Address: _____

Telephone No.: _____

INSTRUCTIONS TO PROPOSAL BIDDERS

Scope of Work:

Repair and upgrade work at the Gargoyle Fire Training Tower to include the following:

1. Removal of existing roof railing, replacement installation of railing.
2. Installation of two separate floor mounted rappel anchors on concrete roof.
3. Installation of a metal plate to cover existing scuttle hatch on roof.
4. Installation of a roof drain
5. Metal components to be weather resistance.
6. Repoint and repair block as needed.

*More detailed scope of work is found in Section 6 of this document.

FORM OF PROPOSAL:

All proposals shall be prepared in conformity with, and shall be based upon and submitted subject to all the requirements of the specifications and the contract documents. The proposals shall be submitted as the bid, and one to be retained by the bidder for their records. Proposals shall be hand delivered or mailed in with the name of the Contractor, the name of the project, and the nature of the work.

Pre-Bid Meeting and Site Visit:

Interested bidders may meet representatives from the City of Olean at the work site Tuesday June 25th at 10:00. This will be the only pre-bid on site visit. The project will be explained and bidders may inspect the property. Failure to take this precaution will not relieve the bidder from the obligation to comply strictly with the terms of the contract documents, and no allowances will be made to the bidder for failure to estimate correctly the difficulties attending the performance of the work.

BIDDERS TO EXAMINE SPECIFICATIONS:

At the time the proposal is received, each bidder will be presumed to have examined and to be thoroughly familiar with the specifications and the contract documents. Failure to examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect to their bid.

AWARD OF CONTRACT:

Award will be made to the lowest responsible proposal complying with the conditions of the contract documents, provided the proposal is reasonable, and it is in the interest of the City of Olean to accept it.

After award, and before delivery of acceptance, the Contractor must provide certificates of insurance.

WITHDRAWAL OF PROPOSALS:

Negligence on the part of the proposal bidder in preparing the proposal confers no rights for the withdrawal of proposal after it has been opened. No proposals may be withdrawn during the period of 60 days after the time scheduled for the opening of proposals.

BREACH OF CONTRACT:

It is agreed that time is of the essence of this contract. If the Contractor fails to complete the work within the time specified herein, the City of Olean, at its election, may terminate the Contract by giving three (3) day notice of such termination to the Contractor in writing, and may, for the purpose of completing the Contract, enter upon the premises, take possession of all materials, and at the expense of the Contractor, complete the work covered by this contract. The City of Olean shall have the same option to terminate the Contract and complete the work in case of bankruptcy, insolvency, appointment of a receiver for the Contractor, failure to properly and promptly reimburse workers, material, sub-contractors, or any other breach of the contract. In any of these events, the City may adopt all subcontracts made by the Contractor and all such sub-contractors shall be bound by such adoption, if made, and the City may continue with or without public advertisement, the work specified in the original contract, exclusive of so much thereof as shall be provided in any subcontracts so adopted.

TIME OF COMPLETION:

Work shall be completed by August 15th 2024. For each calendar day beyond August 15th 2024, the Contractor shall pay to the Owner, the sum of One Hundred dollars (\$100.00) a day as liquidated damages, provided, that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to strikes, or an Act of God.

DELAYS:

The City of Olean retains the right to allow work extensions due to unforeseen delays on a case by case basis.

DEFINITION OF TERMS:

Whenever used in these Documents, the following terms shall have the following meanings:

(1) The term "City" means - The City of Olean, New York

SPECIFICATIONS

SECTION 1 - CONTRACTOR'S INSURANCE:

The Contractor (including any and all sub-contractors engaged) shall not commence work under this Contract until they have obtained and paid for all insurance required under this numbered Section, and until the policies of insurance have been approved by the Code Enforcement Office as to financial responsibility of the Company, amount, coverage, and form of policy, and receipts evidencing complete payment of premiums therefore delivered to the Code Enforcement Office, except that receipts and payment of premium for Workmen's Compensation Insurance may cover such buildings as are released from time to time to the Contractor.

The Contractor shall not cause any policies to be cancelled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed until ten (10) days after the City has received written notice of such intended changes, or cancellations as evidenced by returned receipt of registered letter.

(a) *Workmen's Compensation Insurance* - The Contractor shall provide adequate Workmen's Compensation Insurance for all employees engaged in work on this project who may come within the protection of the Workmen's Compensation Law, and where practicable, Employers General Liability Insurance for employees not so protected.

(b) *Contractor's Liability Insurance* - The Contractor shall also carry Liability Insurance as respects bodily injuries or death suffered or alleged to have been suffered, as the result of any accident occurring from, or by reason of, or, in the course of the operations under this Contract, whether or not occurring by reasons of the acts or omissions of the Contractor. The Insurance against loss from any one accident resulting in bodily injuries to, or in the death of one person, shall be in the sum of \$1,000, 000, and subject to the same limit for each person, the total insurance for loss from any one accident resulting in bodily injuries to, or, in death of more than one person, shall be in the sum of \$2,000,000. A Certificate of Insurance shall also be provided covering any bodily injuries or death, alleged to have been suffered as the result of any accident caused by the acts or omission of any person or persons *not* employed by the Contractor, insuring the said City against loss from all liability imposed by law upon it for damages on account of such injuries or death. The policy shall designate as additional insured, the City of Olean. The limits of liability shall be the same as mentioned above.

The Contractor shall hold the City harmless against and from any and all claims and liability resulting from injuries to or death of any employees of the Contractor or any of his sub-contractors while engaged in the work, or while in,

on, or near the site thereof, however such injuries or death may be caused and whether or not such injuries or death may have been caused or may be alleged to have been caused by the negligence of the Contractor

(c) *Contractor's Property Damage Insurance* - The Contractor shall also carry property damage insurance in an amount not less than 1,000,000 for damage due to one accident and in an amount of not less than 2,000,000 for damage on account of all accidents.

(d) *Municipal Ordinances* - The procurement of the foregoing insurance does not supersede or supplant the requirements of the ordinances of the City of Olean, which must be observed by the Contractor.

SECTION 2 - SEQUENCE OF OPERATION

The City proposes turning over to the Contractor the site as described in Instructions to Bidders and the Contractor shall proceed with the work under this contract with respect to said buildings as rapidly as he or she is notified by the Code Enforcement Supervisor of the availability of the project site. The City of Olean may continue to use the premises and building as needed, and with cooperation with the contractor.

SECTION 3 - ORDINANCES:

The Contractor shall acquaint itself with all local, State and Federal Laws, ordinances, and regulations governing this type of work, and shall prosecute the work in accordance with same.

SECTION 4 - PAYMENT:

1. The Code Enforcement Supervisor or his designee is to inspect said work upon the completion of the Contract and payment in full for the work is to be made in approximately forty-five (45) days by voucher and normal City procedures, after such inspection and acceptance, unless written notice to the Contractor shall be given within such period of any defects or omissions, in which event, payment is to be made upon the correction of such defects or omissions. Submission by the Contractor of evidence of full payment of all obligations and full release of liens to the City of Olean shall be a condition precedent to such final payment.

2. Payment shall not become due until it has been approved by the Code Enforcement Supervisor.

3. Claims - The Contractor agrees that no determination of the City Representative allowing a claim of the Contractor for Extra Work or for damages shall be final or binding unless such determination has been approved by the Mayor and Common Council.

SECTION 5 - GENERAL REQUIREMENTS:

- (a) The Contractor shall, before starting work, obtain the appropriate permits from the Code Enforcement Office.
- (b) All material resulting from the removal of materials shall become the property of the Contractor, and such materials shall be removed from the site.
- (c) The Contractor shall remove debris in such manner as to avoid hazard to persons and property and to prevent the spread of dust and flying particles. If cutting torches are used, the Contractor shall provide adequate precautionary measures to avoid fire, such as fire extinguishers, or water lines.
- (d) Adjoining streets and land both shall be kept free from earth, mud, and debris at all times.
- (e) The Contractor shall burn no materials or debris on the premises.
- (f) The Contractor shall exercise care not to injure the public utility lines, sidewalks or other property belonging to the adjoining owners or the City. Any damage done shall be repaired or replaced by the Contractor at its expense.
- (g) Upon completion of the work under this contract, the Contractor shall remove all tools and materials, plant apparatus and rubbish of every sort, and shall leave the premises clean, neat, orderly and safe to the entire satisfaction of the City of Olean.
- (h) Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. To access the PDF file of the prevailing rate schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1570419#> or you may find it online at the NYSDOL website utilizing the Prevailing Rate Case Number, which is PRC# 2024007071.

SECTION 6 – DETAILED SCOPE OF WORK

1. Removal of existing roof railing, which is 1-1/2" round bar and approximately 33' total. Replacement installation of roof railing, built to current applicable safety code height, with a mid-rail and kick plate. New railing is to be mounted securely to the structure and capable of being used as an anchor point for work positioning and fall protection devices. Railing to include one 36" swing gate on the west side of the roof.
2. Installation of two separate floor mounted rappel anchors. Anchors to be mounted through the existing 13" concrete roof with steel plates on the top and underside. Anchors to have a swivel type eye that is conducive to rappelling. Each anchor rated for at least a 36KN load, consistent with NFPA 1983 requirement for General Use Other Auxiliary Equipment strength rating, found in Section 7.22.2. Anchors to be mounted to minimize tripping hazard.
3. Installation of a metal plate to cover existing scuttle hatch on roof. Plate to be mounted flush on the roof to avoid tripping hazard, which will require the removal of a concrete lip around the scuttle hatch hole. Plate to be reinforced and suitable for personnel to stand and work on.

4. Installation of a roof drain with scupper and downspout, which will require drilling through the 13" concrete roof and block wall.
5. All metal components treated, dipped, sprayed, or painted to give them suitable weather resistance.
6. Repoint and repair block as needed on all exterior walls of the structure.
7. Work to be completed no later than August 15th 2024.

(Advertisement Wording)

NOTICE TO CONTRACTORS

The City of Olean is soliciting seal proposals for repair and upgrade work to be performed at the Gargoyle Fire Training Facility. Proposals will be received at the City of Olean Clerk's Office, 101 E. State St. Room 212 until 11:00 on Monday July 1st. Bid openings will begin promptly thereafter in Room 211.

Information and specifications may be obtained from the City of Olean Fire Department, 542 N. Union St. Olean NY, or by calling (716) 376-5703 or emailing emaurouard@cityofolean.org

Proposals must be submitted on the prescribed proposal form. Each proposal submitted shall be in a sealed envelope marked on the outside thereof: "REPAIR AND UPGRADE WORK - GARGOYLE FIRE TRAINING TOWER."

The City of Olean reserves the right to reject any and all proposals, to waive technicalities, or re-advertise if the best interest of the City of Olean will be served thereby.

Eric Maurouard, Fire Chief