

South Salem Fire District
1190 Route 35
P.O. Box 51
South Salem, New York 10590
Westchester County
Notice to Bidders

The Board of Fire Commissioners of the South Salem Fire District, South Salem, NY, hereby invites the submission of sealed bids from reputable, qualified and licensed contractors for the provision of all labor and material necessary to complete the following contract for the South Salem Fire District.

Removal and replacement of boiler, oil burner, circulator motor and associated piping and insulation.

April 14, 2020 – 7:00 PM

Copies of the bid proposals will be received at the Fire District Headquarters, 1190 Route 35 South Salem, NY until the above stated hour of prevailing time and date. At that time, all bids will be publicly opened and read. Bid information may be obtained from the website: <https://www.southsalemfire.com/>. Any addendum will be posted on the web site only. It is the bidders responsibility to check the web site for addendums. All questions regarding the bid and the work must be received by April 6, 2020.

There will be a walk thru on March 26, 2020 at 10:00 am. If another time works better for a bidder, please contact Mr. Kevin Andros, Property Manager, at: 914-763-3706

Bids must be presented on the proposal form and must be accompanied by proof of insurance, (sample attached to bid)

The South Salem Fire District reserves the right to waive any informalities in or to reject any or all bids or to accept that bid which, in the Board of Fire Commissioner's judgement, is in the best interest of the fire district.

Instructions to Bidders

1. Walk thru is not mandatory but is highly recommended
2. Please complete bid sheet and sign in appropriate places. Please complete and sign all accompanying forms, including General Conditions and Requirements form, Non-Collusion Bidding Certification form, and Public Works Agreement.
3. Awarded contractor must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates. All invoices must be accompanied by certified payrolls for payments to be processed. New York State Prevailing Wage Case # (to be supplied)
4. Sample wage rate form (is available upon request), insurance requirements form (ACORD sample) is attached for your information.
5. Bids will be received until April 14, 2020. 7:00 pm prevailing time. Late bids will not be accepted or opened. Bids may be delivered to the Office of the District Property Manager, or may be mailed to the Fire District at the below address, but MUST be received by the above date and time to be considered.
6. Proposals must be submitted in a sealed envelope addressed as follows:

South Salem Fire District
P.O. Box 51
South Salem, NY 10590
(Remove and Replace Boiler Bid)
7. No emailed or faxed bids will be accepted. Bids that are not in a sealed envelope will not be accepted.
8. Bids shall remain open for 45 days following the date of the bid opening.
9. Submission of the bid will be construed to mean that the bidder is fully informed as to the extent and character of the bid.
10. This contract in whole or in part is not assignable without first obtaining written permission from the Board of Fire Commissioners.

Qualifications of Bidder

1. Bidder must hold a valid Westchester County Contractor's license.
2. Bidder must have proof of insurance to the satisfaction of the Fire District and the Town of Lewisboro
3. Bidder to submit proof of 5 years continuous service in this trade.
4. Contractor must have a safety program that is compliant with OSHA regulations and Standards.

Award of Contract

The Fire District shall endeavor to make an award within 45 days of the bid opening and all bids shall remain firm during that time frame. The Fire District reserves the right to make the award following this period to any bidder who has not provided written notice to the Fire District that its bid has been withdrawn. The Fire District reserves the right to reject all bids, to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities and omissions if in its judgement the best interests of the Fire District will be served.

Specifications

1. All asbestos pipe insulation will be removed by the owner prior to the start of this project. Owner will provide proof to winning bidder.
2. The work called for shall be for the complete demolition and removal of the Weil-McLain boiler, boiler piping, circulator motor and wiring in the boiler room. The Fire District will note the extent of the demolition on the piping and wiring prior to the walk thru.
3. Modify existing housekeeping pad for new boiler(s)
4. Pour new 4" housekeeping pad for domestic hot water heater.
5. Hot Water Heater to be Bock Model 120 E with Beckett AF/BK5 oil burner, or equal. Hot water tank to be completely plumbed, wired and hooked up to the chimney.
6. Installed boilers to be 2 Peerless 249,000 BTU ECT-05 boilers with 2 Beckett AFG-MV1 burners. 2" threaded steel and copper piping. Tekmar #262 outdoor reset control; hydrolevel aquastats, Honeywell manual reset aquastat, Amtrol SX-60 floor mounted expansion tank, chimney connector piping with wye for dual boiler set up.
7. Installed boilers to share 2 Grundfoss Magna 3 40/80 communicating circulators.

8. All hydronic pumps, boilers, hot water heaters and zones to have manual isolation valves.
9. Pro-Press connections will be accepted on copper piping except where there are threaded connections.
10. All heating units must be fired up and running. Burners to have efficiency tests run with results turned over to owner.
11. All piping and elbows to be insulated with fiberglass insulation with plastic elbow covers. No closed cell or foam allowed.

Miscellaneous Requirements

1. All wiring to be seal-tite, EMT or BX with separate ground. No Romex allowed.
2. All oil piping to new burners to have large capacity oil filters, (cartridge style)
3. All associated piping fixtures such as: Air Eliminator, air vent, feed and backflow preventer, correct pressure relief valves with piping, low water cut off are part of this project.
4. Job site must be left in a clean and safe condition at the conclusion of each work day
5. Contractor shall be responsible for all loading and unloading of materials and supplies. Fire District personnel will not accept deliveries or sign for any equipment.

Payment Schedule

Initial 20%: Due upon submission of all insurance, submission and approval of all materials being used, and proof that equipment has been ordered.

Additional 30%: Due upon complete demolition of boiler room and installation of Hot Water Heater.

Additional 40%: Complete installation, start up and combustion efficiency testing of the new equipment.

Final 10%: within 30 days of completion of project, provided all warranties have been filed, units have been operating without issue and receipt of certificate of compliance, if required.

**SOUTH SALEM FIRE DISTRICT
1190 ROUTE 35, PO BOX 51
SOUTH SALEM, NY 10590
TEL 914-763-3706**

**Removal and Replacement of Boiler, Oil burner, Circulator Motor and
associated piping and insulation.**

Bid Proposal Form:

Name of company submitting bid: _____

Bid Price: (Letters) _____

(Numbers) _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSIVE BIDDING CERTIFICATION

I. Par. 103-d. Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not 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.

b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3. above had not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3. above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision, one of the sections, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and

submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signed

Title

Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Niles Agency
Katonah Ave
Katonah, NY 10536
K Niles

CONTACT NAME: Jane West
PHONE (A/C, No, Ext): 914-232-7711 **FAX (A/C, No):** 914-232-0387
E-MAIL ADDRESS: Jane@nilesagency.com

INSURED South Salem Fire District
1190 Route 35
South Salem, NY 10590

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Ins. Company	11150
INSURER B: FDM Preferred Insurance Co Inc	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SAMPLE	09/15/2017	09/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SAMPLE	09/15/2017	09/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SHOW ON A C-105.2 FORM			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	NYS DBL			SHOW ON A DB-120.1 OR OR DB- 135 FORM			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SAMPLE
SAMPLE
SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

South Salem Fire District PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into the date last below written between the SOUTH SALEM FIRE DISTRICT ("District"), and ("Contractor") _____

The parties agree as follows:

1) Contractor Services.

1.1 The Contractor shall perform the following services for the District:

1.2 The Contractor shall furnish at its own cost and expense all labor, tools, equipment and materials required. The Contractor shall construct and complete in a good workmanlike manner, and to the satisfaction of the District, the work designated, described and required by the applicable drawings, plans, specifications and approved proposal for construction of the improvements, all of which documents are a part of this Agreement.

2.1 Compensation. The District shall pay the Contractor the total amount, for all work and services covered by this Agreement. The District shall pay the Contractor after final acceptance by the District of the work and upon fulfillment of all the conditions stated below.

3.1 Defective or Unauthorized Work. The District reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the District's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the District may complete the work by contract or otherwise, and the Contractor shall be liable to the District for any additional costs incurred by the District. "Additional costs" means all reasonable costs incurred by the District, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The District further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.2 Final Payment; Waiver of Claim. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4) Termination.

4.1 This District may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

4.1.1 The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

4.1.2 The Contractor's failure to complete the work within a reasonable time frame.

4.1.3 The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

4.1.4 The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances including wet land violations.

4.1.5 The Contractor's filing for bankruptcy or being adjudged bankrupt. If the District terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

5) **Independent Contractor.** The Contractor is and shall be at all times during the term of this Agreement an independent contractor.

6) **Prevailing Wages.** Prevailing wages shall be paid by the contractor in accordance with New York State Department of Labor.

7) **Changes.** The District may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the District following specification instructions. If the District determines that the change increases or decreases the Contractor's costs or time for performance, the District will make an equitable adjustment. The District will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the District will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

7.1 **Procedure and Protest by Contractor.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the District, including any direction, instruction, interpretation, or determination by the District, the Contractor shall, within 7 calendar days, provide a signed written notice of protest to the District that states the date of the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The District shall have access to any of the Contractor's records needed to evaluate the protest. If the District determines that a protest is valid, the District will adjust the payment for work or time by an equitable adjustment.

7.2 **Contractor's Duty to Complete Protested Work.** In spite of any protest, the Contractor shall proceed to promptly complete work that the District has ordered.

7.3 **Contractor's Acceptance of Changes.** The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7.4 **Failure to Protest or Follow Procedures Constitutes Waiver.** By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the District any written or oral order (including directions, instructions, interpretations, and determinations).

8) **Claims.** The Contractor shall give written notice to the District of all claims other than change orders within 7 calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance

with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 7.1 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 80 calendar days from the date the work is completed.

9) **Warranty.** The Contractor shall correct all defects in workmanship and materials within the specified period for the type of work from the date of the District's acceptance of the work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the District. The Contractor shall begin to correct any defects within 7 days of its receipt of notice from the District of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the District may complete the correction and the Contractor shall pay all costs incurred by the District to accomplish the correction.

10) **Indemnification and Hold Harmless.** The Contractor shall protect, defend, indemnify and save harmless the District, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, including all legal costs and attorneys' fees, arising out of or in any way connected with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. The District's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants for indemnification. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, employees, or agents, the Contractor's liability under this paragraph shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
The provisions of this paragraph 10 shall survive the expiration or termination of this Agreement.

11) **Insurance.** The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of work under this Agreement by the Contractor, its officers, employees and agents.

11.1 **Commercial General Liability Insurance** written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Before commencing work under this Agreement, the Contractor shall provide to the District a Certificate of Insurance evidencing the required insurance. District reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to District; and (3) shall state that District will be given 45 days' prior written notice of any cancellation, suspension or material change in coverage.

12) **Miscellaneous.**

12.1 **Subletting or Assigning Contract.** The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the District.

12.2 **Work Performed at Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

12.4 **Non-waiver of Breach.** The failure of the District to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

12.5 **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

**South Salem Fire District
1190 Rt 35 P.O. 51
South Salem NY 10590**

12.6 **Discrimination.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

12.7 **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.

DATE _____

CONTRACTOR _____

SIGNATURE _____

PRINTED NAME _____

