

BOROUGH OF PLUM
OFFICIAL DEMOLITION BID FORM (2022)

Demolition of 4 Residential Structures

The herein is to certify that I have read the attached bidding documents completely. I have inspected the site, the work to be furnished, and agree to meet or exceed all specifications herein.

Properties for Demolition:

122 Siple St. (632-S-35)

708 Unity Center Rd (738-M-46)

264 McKim Dr (1103-K-358)

826 Garlow Blvd (737-P-26)

Total Cost for Demolition of All Four Structures:

\$ _____ .00

Bid Deposits: Computation of Bid Deposits shall be 10% of the total estimated cost for the above listed items.

Company Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

The undersigned hereby certifies that the entirety of this Proposal is genuine and not a sham or collusive, or made in the interest of or on behalf of any person, firm, or corporation not named herein. The undersigned further agrees that this Proposal shall be binding for a period of ninety (90) days from the date of submission.

DATE: _____ FIRM NAME: _____

ADDRESS: _____

BY: _____

(*SEAL*)

BOROUGH OF PLUM

Scope of Work

The Borough of Plum is accepting sealed proposals for the demolition of four structures until 10:00 a.m. on November 1st, 2022, at which time the bids will be opened and read aloud.

The Scope of work is as follows for all properties:

- Demolition of four single-family homes, including any accessory structure(s) on the sites; and
- Contractor shall furnish all labor, materials, tools, and equipment necessary to perform the demolition work indicated herein; and
- Protection of existing adjacent structures and properties; and
- Entire removal of existing foundations, foundation walls, and basement floor, including accessory private walkways; and
- Removal of all excess debris; and
- Protection of existing trees, public sidewalks, signs, utilities, and other items that are to remain; and
- Capping of water and septic lines per the requirements of the Plum Borough Municipal Authority; and the Allegheny County Plumbing Division.
- Backfilling of the lots to match surrounding grade; and
- Seeding of all lots upon backfilling; and
- Removal and proper disposal of all materials removed from property via sanitary landfill or clean fill site for non-contaminated fill; and
- Removal and proper disposal of any vegetation which must be removed during the demolition process.

Demolition

- Demolition shall be conducted in a timely manner and shall be completed within sixty (60) days of the Contractor's Notice to proceed; and
- All damage incurred in the demolition operation to structures, walks, paving or other property shall be the responsibility of the Contractor; the Contractor shall pay all costs resulting from such damage; and
- The Contractor shall obtain a permit from the Borough for each structure that is being demolished. There will be no cost for the permit; and
- The Contractor shall, before starting demolition, ensure that all utility services are disconnected. As part of the permit process, the Contractor shall submit letters from all utilities indicating that such utilities are no

longer active. The Borough shall be given proof of the disconnection of all utilities, and the Borough, in its sole discretion, may demand additional proof and evidence of such utility disconnection.

Maintaining Traffic

- The Contractor shall not close or obstruct streets or store materials on streets, sidewalks, alleys, passageways, or rights-of-way, unless authorized in writing by the Borough; and
- The Contractor will conduct all operations with minimum interference to roads, streets, driveways, alleys, sidewalks and other means of ingress and egress; and
- The Contractor shall provide and maintain barriers and other items as may be required to maintain traffic and safety. The Borough's Chief of Police or his designee shall make the final decision on what is needed to maintain public safety.

Barricades and Lines

- The Contractor shall provide an adequate barrier/fence and signs and take all necessary precautions for the protection of work and safety of the public.

BOROUGH OF PLUM

INSTRUCTIONS TO BIDDERS

PLUM BOROUGH DEMOLITIONS

1. **A Response** for bidding purposes shall adhere to the following:
2. **BID PREPARATION**
 - a. Bids shall be submitted on the attached Bid Proposal form; and
 - b. Alterations and erasures must be initialed by the signer of the Bid Proposal; and
 - c. No oral proposals or modifications will be considered; and
 - d. The Borough will not consider for any purpose any claim by the Contractor of a mistake or omission in the Bid Proposal, unless required by law; and
 - e. The Contractor's proposal will include all taxes (excise, sales, use, etc.) required by law on materials, tools, equipment, etc. which will be used to perform the work under this contract; and
 - f. The Contractor shall provide one price to demolish all the structures listed in the bid. The Borough will award one demolition contract for all four structures to the lowest responsible bidder.
3. **BID SUBMITTAL**
 - a. The Bid Proposal shall be submitted in a sealed envelope, which shall be clearly labeled as follows:

Plum Borough 2022 Demolition Bids
Name of Bidder:
Address of Bidder:
 - b. Bidders may withdraw at any time before Bid Opening, but may not re-submit; and
 - c. Electronically transmitted (phone, fax, e-mail, etc.) bids will not be accepted; and
 - d. Bids will be publicly opened and read aloud at the time and place set forth in this document; and
 - e. Bidders who have outstanding building, zoning, or code violations in the Borough of Plum are ineligible to bid on this contract.

4. BIDDERS REPRESENTATION

Each Contractor by submitting their bid represents that:

- a. They have read and understood the bidding documents, and their bid is made in accordance therewith; and
- b. They have visited the site and have familiarized themselves with the local conditions under which all herein described work is to be performed; and
- c. Their bid is based upon the total completion of the Project according to their review of the entirety of this bid packet.

5. QUALIFICATIONS OF BIDDERS

The Borough may make such investigations as the Borough deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the Borough all such information if requested. The Borough reserves the right to reject any proposal if the Borough is not satisfied that the Contractor is properly qualified to carry out the obligations of the herein.

6. SECURITY ACCOMPANYING PROPOSAL

Each proposal should be accompanied by cash, certified check, or a bid bond in an amount equal to ten percent (10%) of the amount of the bid total. Such security shall be returned to all bidders within seven (7) days of the bid opening, except for the three (3) lowest bidders. The bid security of the three lowest bidders will be returned after the accepted Contractor has executed the contract and furnished the required bonds and insurance.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Contractor, upon their failure or refusal to execute and deliver the contract and bonds and furnish evidence of required insurance coverage within fourteen (14) days after they have received notice of the acceptance of their proposal, shall forfeit to the Borough the security deposited with their proposal.

8. QUESTIONS

The Borough shall be in receipt of all questions concerning the herein scope of work no later than October 19th, 2022, at noon. All questions shall be emailed to demolition2022@plumboro.com and all answers will be issued in writing. The Borough is not required to answer any questions but may do so.

9. **BONDS - PERFORMANCE BOND**

Prior to signing the Contract, the Borough will require the selected Contractor to secure and post a Performance Bond in the amount of 100% of the Contract Sum. Bonds shall be issued by Surety acceptable to the Borough. Any and all costs shall be included in the bidder's final Contract Sum.

10. **STATE LAWS AND REGULATIONS**

The Bidder shall be aware of all applicable federal, state, county and municipal laws, regulations and codes having jurisdiction over or affecting the demolition work, and shall adhere and follow all such laws, regulations, and codes for the entirety of this contract and for all work performed, and all such laws, regulations, and codes are considered to be part of this contract as if set forth at length herein.

11. **AWARD OF CONTRACT OR REJECTION OF BID**

The Contract will be awarded to the lowest responsible bidder complying with these instructions, provided their bid is reasonable and it is in the best interest of the Borough to accept it.

The Borough reserves the right to reject any or all bids received, or to waive any technicality or informality on any or all bids received. The competency and responsibility of the bidders, and of their proposed subcontractors, will be considered in making the award. Bids will be rejected if there is reason to believe that collusion is involved.

12. **INSURANCE**

a. The Contractor shall maintain such insurance as will protect both the Contractor and Borough from claims under the Workers' Compensation Act, and from any and all other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be by the Contractor, or by any subcontractor, or anyone directly or indirectly employed by either. A certificate of coverage shall be submitted by each bidder.

b. The Contractor shall maintain insurance in the following amounts and submit certificates of such insurance to the Borough:

Public Liability Insurance limited to \$1,000,000 per person
Total Liability of \$2,000,000.

Property Damage Insurance limited to \$1,000,000 per occurrence
Total Liability of \$300,000

Automobile Liability Insurance - bodily injury \$1,000,000 per person
Total of \$2,000,000 per occurrence; property damage \$1,000,000

- c. Certification of Insurance issued by Contractor's insurance carrier and certifying the above coverage must be furnished to the Borough before this Agreement is executed. The Borough shall be named as an additionally insured party and listed on all Certificates of Insurance.

13. **PERMITS**

- The Borough will not charge the lowest responsible bidder for permits related to this project.

14. **CONTRACTOR'S RESPONSIBILITY**

- a. The Contractor shall provide required notifications to the Allegheny County Department of Health and acquire any permits that may be required by the County and Commonwealth of Pennsylvania. The Borough of Plum shall conduct the required asbestos surveys and asbestos remediation for this project. The Borough will provide the Contractor with all needed documentation regarding asbestos for the County.
- b. The Contractor will be required to attend a preconstruction meeting. The time and place of the meeting will be arranged by the Borough.
- c. The Contractor shall arrange the required notification of Pennsylvania One Call at least three (3) working days prior to demolition.
- d. The Contractor shall be responsible for coordination of all work performed by any subcontractors. All work improperly completed shall be corrected by the Contractor at his own expense.
- e. The Contractor shall notify the Borough a minimum of 24 hours prior to start of demolition.
- f. The Contractor shall be responsible for any traffic control necessary as a result of his project. No public roads may be impacted without proper traffic control, and approval from the Borough.

15. **BID DUE DATE: November 1, 2022 @ 10:00 a.m.**

BOROUGH OF PLUM **DEMOLITION AGREEMENT**

Demolition agreement to be filled out by the Borough after the contract has been awarded

THIS AGREEMENT made and entered into this _____ day of _____, 2022

BY AND BETWEEN

THE BOROUGH OF PLUM, a Pennsylvania Municipal Corporation organized under 8 Pa.C.S.A. § 101, *et al.*, having its domicile in the County of Allegheny and the Commonwealth of Pennsylvania, with its principal office or place of business located at 4575 New Texas Rd., Pittsburgh, PA 15239, (hereinafter referred to as "Plum");

AND

(Insert Contractor Information)

WITNESSETH:

WHEREAS, Plum has determined that the structures located at 122 Siple St. (632-S-35), 708 Unity Center Rd. (738-M-46), 264 McKim Dr. (1103-K-358) and 826 Garlow Blvd. (737-P-26) (hereinafter collectively referred to as the "structure") are uninhabitable and have deteriorated to a point that constitutes a threat to the public health, welfare, and safety warranting demolition; and

WHEREAS, Plum desires to demolish said structure and has solicited quotations for the demolition of said structure and _____ (insert name of Contractor's Company hereinafter referred to as "Contractor") has been determined to be the lowest responsible bidder; and

WHEREAS, Plum and Contractor desire to enter into this agreement for the demolition of said structure; and

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. The entirety of the bidding documents, and all requirements, duties, and specifications contained therein, are incorporated herein by reference as if set forth at length and shall be given full force and effect as binding on all parties, as evidenced by their execution of this agreement.
2. Contractor will demolish the structure and clear the site with the best available materials and in workmanship available.
3. Contractor shall take away the materials of the structure and shall clear and level the plot of land.
4. While demolishing the structure, Contractor shall carry out the demolition in accordance with the laws, rules, and codes being in force and affecting said demolition and shall comply with any and all regulations of the Commonwealth of Pennsylvania, County of Allegheny and Borough of Plum.
5. Contractor shall complete the said demolition in its entirety on or before _____, including site clearing, filling, and re-seed.
6. Plum agrees to pay to Contractor the submitted bid amount as agreed to in consideration for the herein described demolition of the structure, and all rehabilitation of the site.
7. Except for the willful or grossly negligent acts or grossly negligent omissions of Plum or its agents or employees, Contractor shall, to the fullest extent provided by law, defend, indemnify, and hold Plum harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees) that may arise by reason of any action or inaction on the part of Contractor and/or as a result of Contractor committing a breach of any rules, laws, or regulations, or causing damage to any property or any individual or otherwise howsoever in dismantling the structure.
8. Contractor shall be responsible for injury to persons, animals, or things and for all damages to property which may arise from the operation or neglect of Contractor or their employees, nominees, sub-contractors or their employees, whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of the demolition pursuant to this agreement. This clause shall be deemed to include, inter alia, any damage to buildings, whether immediately adjacent to the structure or otherwise, and any damage to roads, streets, foot-paths, bridges, ways, or wells.

9. Contractor, upon execution of this contract, shall provide Plum with copies of all insurance documentation required by law, the bid docs, and this agreement and continue to maintain such insurance for the duration of this agreement.
10. If the Contractor (i) has abandoned the contract; or (ii) has failed to dismantle the structure and remove, clean and level the plot of land; or (iii) has failed to commence the demolition or has without any lawful excuse under this agreement suspended the progress of the demolition; or (iv) has failed to proceed with the demolition of the structure with due diligence, or failed to make such due progress as would enable the demolition to be completed within the time agreed upon; then in any of the said cases Plum may, after giving seven days' notice in writing to Contractor, terminate this contract and retain any money owed to Contractor. Plum may utilize said retainage to complete any remaining work and may pursue any legal remedies against Contractor in the event the cost to complete the work exceeds any retainage.
11. When the demolition of the structure is completed, Contractor shall remove their surplus materials and equipment. Should Contractor fail to complete said removal within a period of fourteen (14) days, Plum may dispose of the equipment and materials, and Contractor waives any and all claims to damages, loss, or compensation of any kind whatsoever.
12. Contractor shall not assign this contract to any other builder or contractor, without the written consent of Plum.
13. Entire Agreement. This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement and shall not be modified or amended in any respect except by a written instrument executed by Contractor and Plum Borough. This agreement replaces and supersedes any and all agreements by and between the parties to this agreement.
14. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
15. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State Pennsylvania, Allegheny County. Any litigation regarding this agreement, or in any way stemming from this agreement, must be brought in the courts located in Allegheny County, Pennsylvania.
16. Severability. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable, that provision shall be deemed to be severed from this agreement and the remaining provisions of this agreement shall remain in full force and effect.

17. Successors and Assigns. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns.
18. Additional Acts. The parties to this agreement shall promptly execute and deliver any additional documents, instruments, notices and other assurances, and shall do any other acts and things reasonably necessary in connection with the performance of their respective obligations under the provisions of this agreement and to carry out the intent of the parties.
19. Authority. Each party to this agreement warrants to the other party that the warranting party has the capacity and authority to enter into this agreement.
20. Titles and Headings. The paragraph titles and headings contained in this agreement are inserted as matter of convenience and for ease of reference only, and shall be disregarded for all other purposes, including the construction or enforcement of this agreement or any of its provisions.
21. Benefit of the Parties. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights by virtue of this agreement.
22. Notices. All notices, requests, demand and other communications under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to that party at its address set forth on the signature page of this agreement, or any other address that any party may designate by written notice to the others.
23. Modification. This agreement may not be modified except by a writing signed by each of the parties.
24. Inconsistent Position. No party shall take a position with any third party or governmental agency, instrumentality, department, or authority that is contrary to or inconsistent with the provisions of this agreement.
25. Mutually Drafted. This agreement shall be considered mutually drafted, and not be construed against any either party.

ATTEST:

BOROUGH OF PLUM

By:

President of Council

ATTEST:

By:

Name:

Title: