



# TOWN OF PARMA

1300 Hilton-Parma Corners Road  
P.O. Box 728  
Hilton, NY 14468  
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## **TOWN OF PARMA HIGHWAY DEPARTMENT SPRAY FOAM INSULATION OF POLE BARN**

### **SCOPE OF WORK:**

The Town of Parma is seeking bids to spray foam insulation a 40'x120'x16' frame building at the Highway Department, 31 Henry Street, Hilton, NY 14468. All bidders are responsible for visiting the job site and reviewing the Instructions to the Bidder. As part of the bid the winning contractor is expected to assess the existing area for structural problems that may arise. The Building Specifications are as follows:

- Spray a 3in. foam (R21) 2lb closed cell foam on exterior walls.
- Spray a 3in. foam (R21) 2lb closed cell foam on underside of roof deck.
- Scissor lift if needed.
- Prevailing Wage
- All debris is to be removed from the site at the end of the job.

Bid instructions can be found on the following pages.

## INSTRUCTIONS TO BIDDERS

### PREPARATION OF BIDS:

Each person making a Bid:

1. Certifies that they have fully informed themselves of the contents of the Bidding Documents by their personal examination of them;
2. Certifies that they have not relied on any estimates, or any representations made by the Town of Parma, its agents, servants or employees with respect to the work to be performed or the material to be supplied under Bidding Documents; and
3. Agrees that they will not make against the Town, its agents, servants, or employees, any claim based upon the lack of such information or the existence of such reliance.

Upon request, each prospective Bidder will be given a complete set of Bidding Documents.

Each set of Bidding Documents should contain:

1. Advertisement for Bids
2. Instructions to Bidders
3. Bid Forms:
  - a. Contract GC—General Construction Bid Form
  - b. Non-Collusive Bidding Certificate
  - c. Certification Regarding Equal Employment Opportunity
4. Other Forms:
  - a. A written description of the work to be done.
  - b. A written estimate of the project timeline and project steps.
  - c. A written description of the work or support from the Town.
  - d. A disposal plan for the equipment to be removed.

Each person submitting a Bid shall set forth in the space provided at the end of the Bid Form:

1. Name and title of person preparing bid
2. Business name, address, telephone, e-mail, and fax number of bidder
3. Names and contact information of references of similar projects (minimum of 3)
4. Signature
5. The date

Each person submitting a Bid shall submit (one original and two exact copies) of the following

1. Completed and signed bid document forms:
  - a. Bid Form Contract GC
  - b. Non-Collusive Bidding Certificate
  - c. Certification Regarding Equal Employment Opportunity
  - d. Performance Bond

The total price shall be typewritten, or written in ink, in words and in figures. Labeled spaces are provided for this purpose in the Bid Form. In the event that the price stated in words is not the same as the price stated in figures, the price stated in words shall be binding. All prices quoted shall exclude all Federal, State, and Municipal taxes.

**Each bid shall be delivered to the Town of Parma, 1300 Hilton Parma Road, Hilton, New York 14468 no later than 10:00 am on December 2<sup>nd</sup>, 2024, enclosed in an opaque, sealed envelope clearly labeled with the name of the bidder and the title of the proposal as taken from the title page of the bidding documents.**

The Contract between the Town and the successful bidder shall be deemed executory only to the extent of the monies actually appropriated and available for the purpose of the contract, and no liability on account there for shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the contract.

Unauthorized Changes: If this document is found to be altered in any way by a bidder, it shall be cause for disqualification of the bidder from any contract resulting from this solicitation and/or any future solicitation by the Town.

#### BID OPENING AND AWARD:

All Bids will be opened and read at the time and place specified in the Advertisement for Bids. The Town Clerk may, in her discretion:

1. Permit a Bidder to withdraw his bid, if a written request to withdraw the bid is received by the Town Clerk prior to the time set for the Bid Opening; or
2. Reject any Bid which lacks prices on all items included in the proposal, or which in any other way is incomplete.
3. Require the apparent low bidder(s) to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract, if awarded.

#### THE Town of Parma RESERVES THE RIGHT:

1. To reject any and all Bids if in its opinion the best interest or best value of the Town will be promoted thereby.
2. Where the Bid Form invites prices on more than one item, to consider the prices upon the various items as separable bids, and to award to any responsible bidder only those items for which it has submitted the lowest responsive bid.
3. To conduct investigations as to the qualifications and financial position of the apparent low bidder(s), to the fullest extent allowed by law. The Town, in its sole discretion, shall determine the financial and professional adequacy of bidder(s).
4. To require evidence of professional and financial competency from the bidders submitting the three lowest responsive bids. Such evidence may include, but is not limited to, the following:
  - a. Proof of the required number of qualifying years of experience and/ or number of projects, as the case may be, as stated in the specifications.
  - b. List of equipment owned or leased by the bidder which would be available to perform the work.
  - c. List of key personnel that would actually perform the work.
  - d. A sworn statement as to whether the bidder has ever failed to complete a contract or defaulted on a contract, whether the bidder has ever had a claim(s) submitted on any performance bond, payment bond, or supply bond posted by the bidder, and whether there are any recorded judgments against the bidder or any predecessor of the bidder within the last seven years.

#### BID ACCEPTANCE AND AWARD; CONTRACT EXECUTION, PROGRESS, AND PAYMENT:

1. This contract will be awarded to that qualified Bidder whose Base Bid totals the lowest number of dollars or whose price for an Alternative option is accepted by the Town Board, if any.
2. Bid acceptance and award to the lowest responsible Bidder or Best Value by the Town Board-will be made as soon as practicable after the Bid Opening.
3. Following the award by the Town Board, a contract providing that the bidder and the Town are to perform according to the terms, conditions, and specifications set forth in the Bidding Documents will be prepared by the Board for execution by both parties.
4. Payment by the Town will be made in the manner set forth in the specifications portion of the Bidding Documents. (Reference Section 9 and 10 below)
5. All bidders shall please take note that the Town is a municipal corporation and exempt from all sales tax.
6. The Town reserves the right to reject any and all bids or to waive any formality deemed to be in the best interest of the Town.
7. Anytime a specification refers to a specific brand name, model, material, etc., it means that item or an item equivalent thereto, as determined by the Town.
8. The Contractor's will complete the work on or before December 31, 2024.
9. Work outside the Contract Scope: Any work not provided for in the awarded contract or written change order thereto executed by the Town or its designated representative is excluded from this contract, and the Town shall not be liable to the contractor for any cost, expense, or disbursement incurred by the contractor under the terms of this contract for such work.
10. The Town shall not be liable to the contractor for any cost, expense, or disbursement incurred by the Contractor for any extra/additional work performed unless the Town or their designee has executed a Change Order, or an official Purchase Order prior to such Additional Work being performed.

11. A Change Order is a written order to the contractor, signed by the Town or designee, specifically describing changes in specifications or quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. Work covered by a change order shall be within the scope of the contract.
12. Overtime: If the contractor chooses to perform work under this contract, which said work would trigger the payment of overtime or holiday time under the provisions of the NYS Prevailing Wage Schedule, the Town shall not be liable for any costs incurred by the contractor thereby for equipment, material, purchased services, and/or labor.
13. In carrying out any of the contract provisions or in exercising any power of authority granted to any Town representative by this contract, there shall be no liability upon such Town representatives, either personally or as an officer or representative of the Town. It is understood and agreed that in all such matters, said Town representatives act solely as agents and representatives of the Town.
14. It is specifically agreed by and between the parties hereto, that no provisions of this contract are intended to create any third-party beneficiary, (including any third-party status in any subcontractor) or to authorize anyone not a party to the contract to maintain a suit for personal injury or property damage under the terms or provisions of this contract.
15. Default and Termination of Contract: The contractor shall be considered in default of his contract and such default will be considered as cause for the Town to terminate the contract for any of the following reasons:
  - a. Fails to comply with any term or condition of the contract,
  - b. Fails to begin the work under the contract within the time specified in the "Notice to proceed",
  - c. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract,
  - d. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable,
  - e. Discontinues the prosecution of the work,
  - f. Fails to resume work which has been discontinued within a reasonable time after notice to do so,
  - g. Becomes insolvent, voluntarily or involuntarily files for bankruptcy, or commits any act of bankruptcy or insolvency,
  - h. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days or more,
  - i. Makes an assignment for the benefit of creditors,
  - j. Fails to timely pay employees, subcontractors, and or suppliers of materials or purchased services, or
  - k. For any cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Town deem the contractor in default of the contract for any reason, it shall give written notice to the contractor and the contractor's surety as to the reasons for considering the contractor in default and the Town's intentions to terminate the contract.

If the Town terminates the contract, the Town may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Town will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Town, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due to the contractor. If such expense exceeds the sum which would have been payable under the contract, then the contractor and the surety will be liable and shall pay to the Town the amount of such excess.

#### OBLIGATIONS OF SUCCESSFUL BIDDER:

Each Bidder agrees, if awarded the Contract:

1. Assignment: Not to assign or sublet the contract or any work covered by the contract without previous written permission from the Town.
2. Prevailing Wage Rate Requirement: Prevailing wage rates and payroll transcript records: Contractors will be required to adhere to NYS DOL prevailing wage schedules in paying wages to employees. The prevailing wage schedules in effect at the time of the contract execution shall control.
  - a. Section 220(3-a) of the New York State Labor Law: Pursuant to Section 220 (3-a) of the NYS Labor Law, the successful bidder to whom the Town awards the contract, and any sub-contractor performing work under said contract, shall submit to the Town a transcript of its original payroll records within thirty (30) days of the issuance of the contract, or within five (5) days of first entering the work site, whichever

- occurs first, and thereafter the contractor and subcontractor shall submit certified payroll records every thirty (30) days, until the contract expires or terminates. The filing of payrolls in a manner consistent with subdivision 3-9 is a condition precedent to payment of any sums due and owing to any person for work done on the project. Certified payroll records must also be submitted with invoices.
- b. If the work to be performed by the successful bidder is located at a single location, the successful bidder and every subcontractor retained by the successful bidder shall post in a prominent and accessible place on the site where the work is performed a legible statement of all wage rates and supplements as specified in the bidder's contract with the Town to be paid or provided, as the case may be, by the successful bidder or subcontractor for the various classes of mechanics, working men, or laborers, employed on the work. Such posted statement shall be written in plain English and titled, in lettering no smaller than two inches (2") in height and two inches (2") in width, with the phrase "Prevailing Rate of Wages". Such a posted statement shall be constructed of materials capable of withstanding adverse weather conditions.
3. Compliance with law: To comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other political subdivisions and of any other department, bureau of governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes.
  4. To perform all work and to furnish all materials in strict accordance with the Bidding Documents unless written orders, describing a specific deviation from the Bidding Documents, shall previously have been issued by the Town; and
  5. The Town of Parma shall determine whether or not the performance is in accordance with the Bidding Documents. Note: Each Bidder should be sure to check the specification portion of the Bidding Documents for additional information relating to the preparation of Bid, the Bid Opening and Award, and the obligations of the successful bidder.
  6. Acceptance of Final Payment as Release: The acceptance by the contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the contractor or its sureties from any obligations under the contract documents or the Performance and Labor and Materials Bonds.
  7. Contractor's insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurances have been filed with and approved by the Town Board, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until such sub-contractor has been approved by the Town or its agents, and all similar insurance required of the sub-contractor has been so obtained and approved. The required insurance coverage shall remain in force during the entire contract term and any extensions thereof. The required insurance coverage is as follows:
    - a. Workmen's Compensation Insurance and Disability Benefits Insurance shall be obtained in accordance with the Law of the State of New York.
    - b. Public Liability and Property Damage Insurance which shall protect the Contractor and any sub-contractor performing work in connection with this Contract for claims for damages for personal injury including accidental death, as well as from Claims for property damage which may arise from operations connected with this Contract, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
      - c. Public Liability Insurance in an amount not less than One Million (\$1,000,000) for injuries including accidental death to any one person, and subject to the same limit for each person, and in an amount not less than \$2,000,000 on account of one occurrence.
      - d. Property Damage Insurance in an amount not less than Five Hundred thousand dollars (\$500,000) for damages on account of any one accident and in an amount not less than \$500,000 for damages on account of all accidents.
      - e. Motor Vehicle Insurance for motor vehicles that will be on site are required to have such insurance (if applicable):
      - f. Bodily Injury- \$1,000,000 each person, \$2,000,000 each occurrence
      - g. Property Damage - \$500,000 each occurrence

The Owner's Protective Liability Insurance policies should contain the following provisions:

- a. The presence of the Town's agents and employees on the site of the work shall not invalidate the policy of insurance.



- b. The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued to the Contractor.
- c. All policies of insurance required of the Contractor, except Workmen's Compensation and Disability Benefits, insuring, indemnifying and saving harmless the Town of Parma, shall be endorsed naming the Town of Parma and its officers and employees and agents, as an additional insured on a primary basis.
- d. Proof of Coverage of Insurance: The Contractor shall furnish the Town certificates of all insurance, each of which shall contain the following provision: Such insurance shall not be canceled, terminated, modified or changed by either Contractor or the Insurance Company, except on ten (10) days prior written notice sent by the Insurance Company via registered mail to the Town. Such notices shall be addressed to James Roose, Town of Parma Supervisor.
- e. The contractor shall save and hold the Town, its officers and employees harmless from and against all liability, claims and demands on account of personal injuries, bodily injuries and death (including, without limitation of the foregoing Workmen's Compensation) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or claim to be caused by, the negligence or other fault of the contractor, or of a sub-contractor, or of some other person; or by any agents or employees of any of the foregoing; or by accident; or otherwise; provided however this provision shall not be construed to require the contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. The contractor shall, at his own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

#### EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, military status, national origin, or sexual orientation. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, military status, national origin, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment 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 setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, military status, sexual orientation, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Nothing in the Agreement or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the

- immunity of the Town of Parma. It is expressly understood and agreed that in the execution of this Agreement, the Town of Parma does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to the Town of Parma against claims arising in the exercise of governmental powers and functions.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

END OF INSTRUCTIONS TO BIDDERS

**TOWN OF PARMA HIGHWAY DEPARTMENT SPRAY FOAM INSULATION OF POLE BARN**

**BID FORM CONTRACT GC - GENERAL REMOVAL AND INSTALLATION WORK**

TO THE TOWN OF PARMA: The undersigned hereby declares that they have carefully examined all bid documents and all interpretations of any addenda to the Bid Documents and is satisfied as to all the quantities and conditions and understands that in signing this Bid, they waive all rights to plead any misunderstanding regarding the same. Pursuant to and in compliance with the Bid Documents, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the following bid prices:

Contract GC: Lump Sum Base Bid Total:

Dollars (in figures): \_\_\_\_\_

Dollars (in words): \_\_\_\_\_

Alternate#1 Hourly rate for any additional work agreed to.

Dollars (in figures): \_\_\_\_\_

Dollars (in words): \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name of Person Preparing Bid: \_\_\_\_\_ Date: \_\_\_\_\_

Refer to Technical Specifications for base bid and alternate scope of work.



**TOWN OF PARMA HIGHWAY DEPARTMENT SPRAY FOAM INSULATION OF POLE BARN**

NON-COLLUSIVE AFFIDAVIT  
STATE OF NEW YORK, COUNTY OF MONROE

Being first duly sworn deposes and says that:

- (1) He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_  
the bidder that has submitted the attached Bid.
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Public Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed): \_\_\_\_\_

Subscribed and sworn to before me

This day of \_\_\_\_\_, 2024.

Notary Public

**TOWN OF PARMA HIGHWAY DEPARTMENT BUILDING**

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract 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.

**CERTIFICATION OF BIDDER:**

Bidder's Name: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?  
Yes    No  
If answer is yes, identify the most recent contract:
  
2. Were compliance reports required to be filed in connection with such a contract or sub-contract?  
Yes    No  
If answer is yes, identify the most recent contract:
  
3. If answer to Item 2 is "No", please explain in detail:

**CERTIFICATION:** The information above is true and complete to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_