



INVITATION TO BID

**TARENTUM BOROUGH  
OMNIBUS DEMOLITION  
PROJECT PHASE #2021.3**

Contract Document

Demolition and Site Clearance

**Tarentum Borough**  
Borough Manager Office  
318 E 2nd Avenue  
Tarentum, PA 15084  
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## **NOTICE TO BIDDERS**

Sealed bids will be received at the Tarentum Borough Building, 318 E 2nd Avenue, Tarentum, Pennsylvania no later than 2:00 PM, Monday, December 21, 2020 and publicly opened at that time for the Tarentum Borough Omnibus Demolition Project, Phase #2021.3.

The successful bidder(s) shall furnish all work, services, materials and related items necessary to complete the full demolition and site clearance of eight (8) residential properties and one (1) detached garage. Tarentum Borough will award to the lowest responsible bidder.

The specifications and other contract documents may be obtained or examined at the Tarentum Borough Building, 318 E 2nd Avenue, Tarentum, Pennsylvania 15084 or at [www.tarentumboro.com/demo](http://www.tarentumboro.com/demo).

The Borough reserves the right to waive any informality, accept the bid(s) deemed most favorable to the Borough or to reject any or all bids. Each bidder must deposit with his bid a bid bond or certified check in an amount as outlined in the specifications.

Advertisement Date: December 5, 2020

/s/Michael L. Nestico  
Borough Manager

## **INSTRUCTIONS TO BIDDERS**

### **101. USE OF CONTRACT DOCUMENTS**

These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders.

### **102. INTERPRETATIONS OF ADDENDA**

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such interpretation shall be made in writing to Tarentum Borough. Any inquiry received seven or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents and when issued will be on file in the office of Tarentum Borough at least five days before bids are opened. In addition, all addenda(s) will be emailed to each person holding contract documents who provide a working email address Tarentum Borough, but it shall be the bidders' responsibility to make inquiry as to the addenda(s) issued. All such addenda(s) shall become part of the contract documents and all bidders shall be bound by such addenda(s), whether or not received by the bidders.

### **103. INSPECTION OF SITE**

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the demolition and/or site clearance and should inform himself as to the restrictions attending the performance of the contract. The bidder shall thoroughly examine and familiarize himself with the site plan and contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions. Tarentum Borough will be justified in rejecting any claim based on facts which the contractor should have been aware of or noticed as a result thereof.

### **104. RELEASE OF BUILDINGS: SEQUENCE OF WORK**

Bidders are referred to the SPECIAL CONDITIONS for information regarding the manner in which the buildings will be released, the site made available for demolition purposes, and the sequence in which the demolition work will be performed.

### **105. ALTERNATIVE BIDS**

- a. No alternative bids will be considered unless specifically requested.
- b. All bids must be submitted on forms supplied by Tarentum Borough and shall be

subject to all requirements of the contract documents. All Bids must be regular in every respect and no interline actions, excisions, or special conditions shall be made or included in the bid form by the bidder.

- c. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidders Qualifications (if requested) shall be enclosed in an envelope which shall be sealed and clearly labeled with the words: Tarentum Borough Demolition Project, Name of Bidder, Date, and Time of Bid Opening in order to guard against premature opening of the bid.
- d. Tarentum Borough may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and at its option may reject the same.
- e. If the contract is awarded it will be awarded by Tarentum Borough to a responsible bidder on the basis of the bid most favorable to Tarentum Borough. The contract will require the completion of work according to the contract documents.
- f. Each bidder shall include in his bid, in the appropriate spaces provided, estimated cost of performing the work of demolition and site clearance including all items of overhead, and without credit for salvaged materials.
- g. Each bidder shall include in his bid the following information:

Principals:

Name

Address (City, State and Zip)

Phone (if different from below)

Email (if different from below)

Firm:

Name

Treasury Number (EIN Number)

Address (City, State and Zip)

Phone

Email

**106. BID GUARANTY**

- a. The bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the total estimated cost of demolition and site clearance including all items of overhead and without credit for salvaged materials. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form

attached. The bid bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. Dept. of Treasury Circular 570 and is authorized to do business in the Commonwealth of Pennsylvania. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be payable to the order of Tarentum Borough. Cash Deposits Will Not Be Accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond(s) by the successful Bidder, all as required by the contract documents.

- b. Revised bids submitted before the opening of bids, whether forwarded by mail or email, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government Bonds of unsuccessful bidders will be returned as soon as practicable after the opening of the bids.

**107. COLLUSIVE AGREEMENTS**

- a. Each bidder submitting a bid to Tarentum Borough for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.
- b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided under GENERAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE, SECTION 303 SUBCONTRACTS.

**108. STATEMENT OF BIDDERS QUALIFICATIONS**

Each bidder shall, upon request of Tarentum Borough, submit on the form furnished for that purpose, a copy of which is included in the contract documents, a statement of the bidders' qualifications, his demolition experience, and his organization and equipment available for the work contemplated; and, when specifically requested by Tarentum Borough, a detailed financial statement. Tarentum Borough shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish Tarentum Borough such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy Tarentum Borough that the bidder is qualified to properly carry out the terms of the contract.

#### **109. CORRECTIONS**

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

#### **110. TIME FOR RECEIVING BIDS**

- a. Bids received prior to the advertising time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.
- b. Bidders are cautioned that, while email modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to the misinterpretation, shall make the bid so modified or amended subject to rejection.

#### **111. OPENING OF BIDS**

At the time and place fixed for the opening of bids, Tarentum Borough will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

#### **112. WITHDRAWAL OF BIDS**

Bids may be withdrawn in writing or via email by the Bidder prior to the time of bid opening; provided, that written confirmation is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

#### **113. AWARD OF CONTRACTS: REJECTION OF BIDS**

- a. The Contract will be awarded to:
  - i. The lowest responsible bidder complying with the conditions of the INVITATION TO BID, provided such bid is reasonable and is in the best interest of Tarentum Borough to accept it; or
  - ii. In those cases where the bidder pays Tarentum Borough (where the bidder is bidding to buy salvage), the highest responsible bidder complying with the conditions of the INVITATION TO BID provided it is in the best interest of Tarentum Borough to accept it.
- b. Tarentum Borough reserves the right to reject any and all bids and to waive any

informality in bids received whenever such rejection or waiver is in its interest. The bidder to whom the award is made will be notified at the earliest possible date.

- c. Tarentum Borough reserves the right to reject a bid from any bidder which it deems to be unqualified or not responsible to perform the work described in the contract, regardless of whether such bidder submits the lowest bid. In its determination of whether such bidder is qualified or responsible, Tarentum Borough may consider the fact that a bidder does not habitually perform with their own forces the major portions of the work involved in the demolition and site clearance process.

**114. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND**

- a. Within fifteen (15) days of written notification of the award of the bid, the successful bidder shall, within the period specified herein, furnish a surety bond in a total bond amount of not less than the amount of the estimated cost of demolition and site clearance including all items of overhead, and without credit for salvaged materials, as set out in the accepted proposal as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bond shall bear the same date as, or a date subsequent to, that of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570 and authorized to do business in the Commonwealth of Pennsylvania and the total bond amount shall be within the maximum specified for such company in said Circular 570.
- b. The failure of the successful bidder to supply the required bond or bonds within fifteen (15) days shall constitute a default, and Tarentum Borough may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. In the event a more favorable bid is received through re-advertising, the defaulting bidder hereby waives any and all claims or causes of action it may have against Tarentum Borough arising from the bid/award process including, but not limited to, any rights it may have to a refund of any monies from Tarentum Borough for or relating to this Agreement, or the bidding process.
- c. Upon completion of the project the contractor shall submit a maintenance bond



to Tarentum Borough in the amount of the total project cost. Said bond shall be in effect for one (1) year from the date of acceptance of the completed project by Tarentum Borough.

**115. ACCEPTANCE/REJECTION OF BIDS**

Tarentum Borough reserves the right to reject any and all bids for the demolition work to be performed. The demolition work subject to this bidding process is anticipated to be carried out on more than one site within Tarentum Borough.

## **GENERAL SPECIFICATIONS AND SPECIAL CONDITIONS**

### **FOR DEMOLITION AND SITE CLEARANCE**

#### **201. DEMOLITION AREA**

A site plan of the buildings for demolition will show approximate property location, streets/alleys, and, if possible, property setbacks.

#### **202. TIME FOR COMPLETION**

See the following section "Schedule of Buildings" for time of completion of each project. The project will be completed within ninety (90) days of the date of the "Notice to Proceed" is issued.

#### **203. RELEASE OF BUILDINGS**

It is anticipated that each building or group of buildings to be demolished will be released by a "Notice to Proceed" to the Contractor. Failure by Tarentum Borough to release any building or buildings, however, shall not be grounds for any claim by the Contractor for extra compensation.

#### **204. SCHEDULE OF BUILDINGS**

The schedule of buildings shows the parcel ID number, address, and description of the properties for demolition and site clearance.

The work which the contractor is required to perform under the contract shall commence within fifteen (15) days after the receipt of Notice to Proceed and shall be fully completed within ninety (90) consecutive calendar days following such Notice.

Upon receipt of "Notice to Proceed", the contractor shall have control of the progress and sequence of the demolition of the building or buildings as released, and removal and clearance of site, subject to all contract stipulations and covenants.

The buildings or structures in each project of the demolition area will be shown on the site plan and location map.

#### **205. LIQUIDATED DAMAGES**

- a. It may be difficult to accurately assess the damage caused by delay of the contractor in completing the work required by the contract. Since actual damages may be substantial, the parties agree upon the sum of FIVE HUNDRED DOLLARS (\$500) per day as liquidated damages, for which the contractor and his sureties

shall be liable. Said damages shall be paid by the contractor to Tarentum Borough for each calendar day beyond the date stipulated for completion (or as modified in accordance with the section entitled, CHANGES IN THE WORK, under GENERAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE) for any part of the contract work not fully and satisfactorily completed. The determination of whether the demolition work has been satisfactorily completed shall remain within the sole discretion of Tarentum Borough.

- b. Tarentum Borough may accept partial completion of the demolition area if the work of demolition thereon has been satisfactorily completed and the surface of the ground brought to the condition set forth in the technical specifications, if needed to proceed with further development of a project. The contractor shall release such areas upon the request of Tarentum Borough.

## **206. RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the contract documents and technical specifications, the contractor shall provide and pay for the materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for this performance of the contract within the specified time.

## **207. COMMUNICATIONS**

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the contractor shall be considered sufficiently delivered if done so by hand delivery at the office of the contractor, if deposited via US mail, or emailed to such office.
- c. All papers required to be delivered to Tarentum Borough shall, unless otherwise specified in writing to the contractor, be delivered to the Tarentum Borough Manager. Any notice to or demand upon Tarentum Borough shall be considered sufficiently delivered if done so by hand delivery at the Borough Municipal Building, if deposited via US mail, or emailed to the Borough Manager.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of posting, or in the case of being emailed, at the time received, as the case may be.

## **208. WORK NOT INCLUDED IN CONTRACT**

Any work noted on the site plan or mentioned in the technical specifications or both, or mentioned by an addendum as not being a part of the contract are not included in the contract.

**209. CONTRACT DOCUMENTS AND SITE PLAN**

Tarentum Borough will furnish the contractor without charge one (1) copy of the Contract Documents. Additional copies requested by the contractor will be furnished at cost.

- a. Demolition Agreement and addenda, if applicable
- b. Site Plan
- c. Demolition Site Map(s)
- d. Schedule of Properties for Demolition/Clearance

## SCHEDULE OF PROPERTIES FOR DEMOLITION/CLEARANCE

Property Location	Property Description	Parcel ID #
134 Walters	2 Story Residential Structure	1223-K-00143
215 Bridge	2 Story Residential Structure	1224-J-238
242 W 8th	3 Story Residential Structure	1223-N-295
243-245 W 7th	2 Story Residential Duplex	1223-P-62
510 E 2nd & 510 E 2nd Rear	3 Story Residential Structure	1224-J-48
	Detached Garage	1224-J-47
1212 Locust	2 Story Residential Structure	1223-F-313
108 W 7th	3 Story Residential Structure	1223-P-00167
313 W 9th	2 Story Residential Structure	1223-N-127

## **GENERAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE**

### **301. DEFINITIONS**

Wherever used in any of the contract documents, the following meanings shall be given to the terms herein defined:

“Addendum” or “Addenda” means any changes, revisions or clarifications of the contract documents which have been duly issued by Tarentum Borough to prospective bidders prior to time of receiving bids.

“Contract” shall mean the document executed by Tarentum Borough and the Contractor, of which these GENERAL CONDITIONS are a part.

“Contract Documents” means and shall include the Demolition Agreement, Addenda (if applicable), Site Plan, Demolition Site Clearance Location Map(s), Schedule of Properties to be Demolished/Cleared, Signed Copy of Bid, Non-Collusion Affidavit of Prime Bidder, Performance/Payment Bonds, DER Dump Site Letter, Demolition Permit (if required by Municipality) and/or any other additional document provided through the Invitation To Bid.

“Contractor” means the person, firm or corporation entering into the contract with Tarentum Borough to perform the work of demolition and site clearance for the project.

“Demolition Area” means the area specified on the Site Plan within which the work of demolition and site clearance is to be performed under this agreement.

“Local Government” means Tarentum Borough within which the project area(s) is situated.

“Local Public Agency” means Tarentum Borough which is authorized to undertake this contract.

“Operator” means any individual in physical control of powered equipment or explosives when being used to perform excavation or demolition work.

“Salvage” means all building materials, equipment, appliances, and fixtures incorporated in the buildings and structures to be demolished.

“Site Plan” means the sketch(es) listed with the demolition and site clearance location map(s), provided however, that if no sketch(es) are attached, the term site plan shall refer to the schedule of properties listed for demolition and site clearance.

“Technical Specifications” means the part of the contract documents which have been duly issued by Tarentum Borough to prospective bidders prior to time of receiving bids.

“User” means the public utility, municipal corporation, municipality, authority, rural electric cooperative or other person who or which uses a line to provide service to one or more consumers.

### **302. SUPERINTENDENCE BY CONTRACTOR**

Except where the contractor is an individual and gives his personal superintendence, satisfactory to Tarentum Borough, on the work at all times during working hours with full authority to act for him. The contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

The contractor shall schedule the demolition and site clearance as directed by Tarentum Borough and he shall be responsible for all work executed by him under the agreement.

### **303. SUBCONTRACTS**

The contractor shall not execute an agreement, with any subcontractor or permit any subcontractor to perform any work included in this contract, until he has submitted a non-collusion affidavit from the subcontractor in substantially the form detailed below and has received written approval of subcontractor from Tarentum Borough.

The contractor shall be fully responsible to Tarentum Borough for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this contract for demolition and site clearance.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and Tarentum Borough.

### **304. OTHER CONTRACTS**

Tarentum Borough may award, or may have awarded, other contracts for additional work, and the contractor shall cooperate fully with such other contractors, by scheduling his own work with that to be performed under other contracts as may be directed by Tarentum Borough. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

### **305. PAYMENTS**

Tarentum Borough, before making any payment, may require the contractor to furnish releases or receipts from any or all persons performing work and supplying material or services

to the contractor, or any subcontractor, if this is deemed necessary to protect its interest. Tarentum Borough, however, may make payment in part or in full to the contractor without requiring the furnishing of such releases or receipt any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

### **306. CHANGES IN WORK**

Tarentum Borough may make changes in the scope of the work required to be performed by the contractor by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the contract amount by more than 25%. All such work shall be executed under the terms of the original contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the contractor shall make no change in the work of demolition and site clearance, provide any extra or additional work, or supply additional labor, services or material beyond that actually required for the execution of the contract, unless in pursuance of a written order from Tarentum Borough authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered.

If applicable unit prices are not contained in the agreement or if the total net changes increase or decrease the total contract price more than twenty-five percent 25% Tarentum Borough shall, before ordering the contractor to proceed with desired changes, request an itemized proposal for him covering the work involved in the change after which the procedure shall be as follows:

1. If the proposal **is acceptable** Tarentum Borough will prepare the change order in accordance therewith for acceptance by the contractor, and
2. If the proposal **is not acceptable** and prompt agreement between the two parties cannot be reached, Tarentum Borough may order the contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as a net cost of the contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

Each change order shall include in its final form: 1) a detailed description of the change in the work; 2) the contractor's proposal (if any) or a conformed copy thereof; 3) a definite statement as to the resulting change in the contract price and/or time; and 4) the statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.



### **307. CLAIMS FOR EXTRA COST**

If the contractor claims that any instructions by Site Plan or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to Tarentum Borough stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the Site Plan shall at once be reported to Tarentum Borough and work shall not proceed, except at the contractor's risk, until written instructions have been received by him from Tarentum Borough.

If, on the basis of the available evidence, Tarentum Borough determines that an adjustment of the contract price and/or time is justifiable, the procedure shall then be as provided for in Section 306: Changes In Work.

### **308. ASSIGNMENT OR NOVATION**

The contractor shall not assign or transfer, whether by an assignment or novation any of its rights, duties, benefits, obligations, liabilities or responsibilities under this contract without the written consent of Tarentum Borough; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of Tarentum Borough. No assignment or novation of this contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the contractor's rights or benefits under the contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

### **309. DISPUTES**

All disputes arising under this contract or its interpretation, except those disputes or claims covered by the Federal Labor Standards Provisions, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of dispute, be presented by the contractor to Tarentum Borough for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by Tarentum Borough of notice thereof.

The contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of Tarentum Borough will be in writing and will be mailed to the contractor by registered/certified mail, return receipt requested.

If the contractor does not agree with any decision of Tarentum Borough, he shall in no case allow the dispute delay the work but shall notify Tarentum Borough promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

### **310. TECHNICAL SPECIFICATIONS AND SITE PLANS**

Anything mentioned in the Technical Specifications and not shown on the Site Plans, or shown on the Site Plans, or shown on the Site Plans and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Site Plans and Technical Specifications, the Technical Specifications shall govern. (In case of any discrepancy in the Site Plans or Technical Specifications, the matter shall be immediately submitted to Tarentum Borough, without whose decision said discrepancy shall not be adjusted by the contractor, save only at his own risk and expense). In the event the contractor believes a conflict or discrepancy exists in the site plans or technical specifications, he shall immediately contact Tarentum Borough. Upon receipt of a written communication from the Contractor regarding such conflict or discrepancy, Tarentum Borough shall immediately resolve same and advise the Contractor, in writing, of the manner of proceeding. The Contractor hereby agrees that he shall take no action to resolve any discrepancy or conflict on his own and that he shall be fully responsible to the local government agency for any claims, causes of action or damages that arise from such actions.

### **311. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the contractor to make timely requests of Tarentum Borough for any additional information not already in his possession which should be furnished by Tarentum Borough under the terms of this contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

### **312. ACCIDENT PREVENTION**

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the contractor shall take or cause to be taken such additional safety and health

measures as Tarentum Borough may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the "Associates General Contractors of America, Inc." to the extent that such provisions are not in conflict with applicable local laws.

The contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The contractor shall promptly furnish Tarentum Borough with reports concerning these matters.

The contractor shall indemnify and hold harmless Tarentum Borough from any claims or damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

### **313. REVIEW BY LOCAL PUBLIC AGENCY**

Tarentum Borough, its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, and other relevant data or records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the contractor only by Tarentum Borough through its authorized representatives or agents.

### **314. GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by Tarentum Borough shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of the contract documents. Tarentum Borough will give notice of observed noncompliance with reasonable promptness.

### **315. RISK OF LOSS**

Tarentum Borough assumes no responsibility for the condition of existing buildings and structures and other property on the project area nor for their continuance in the condition existing at the time of issuance of the Invitation to Bid or thereafter. No adjustment of contract price or allowance for any change in conditions which may occur after the Invitation to Bid has been issued, will be made.

### **316. REMOVAL AND SALVAGE OF EXISTING BUILDINGS**

Upon execution of the contract for the work of demolition and site clearance on all or any part of the demolition area, possession and control of the buildings, structures and other

property to be demolished and/or removed by the contractor, on said part or all of the project area as described in the notice to proceed, shall be deemed to be vested in the Contractor, subject to all provisions of the contract and the following:

1. No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the contractor, or any person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the contract.
2. Only such property may be salvaged by the contractor as permitted by the property owner. Should the contractor choose to salvage any items or property without prior consent of the property owner, they do so at their own risk.
3. All salvage becomes the property of the contractor and bid prices shall reflect any bid reduction. Storage of such salvage materials and equipment in the project area will not be permitted except for the duration of the contract and such storage shall at no time interfere with activities of Tarentum Borough or of other contractors.
4. Personal property of third persons or owners of buildings on the site shall not become the property of the contractor.
5. In the event Tarentum Borough terminates the Contractor's work during the course of the demolition project, any and all rights the Contractor may have to use, possess or control the buildings, structures, material or property subject to the demolition contract, shall likewise immediately terminate. In such event, the right to possession and control of such site shall revert to and vest in Tarentum Borough without prejudice to any claim which Tarentum Borough may have against the Contractor arising from the Contractor's default.
6. Materials left in the demolition area after acceptance of the work by Tarentum Borough shall be deemed to have been abandoned by the contractor to Tarentum Borough and title thereto shall thereupon revert to and vest in Tarentum Borough, without prejudice, however, to any claim which Tarentum Borough may have against the contractor arising from the action of the contractor in so leaving such materials on the site.

Unless otherwise specified, no dwelling structures shall be removed from the premises as a whole, or in a substantially whole condition, but all such buildings shall be demolished on the premises.

### **317. LIVE UTILITIES AND OTHER PROPERTY**

The contractor shall assume all responsibility for damage attributable to him to any

property upon, or passing through, the project area, but excluded from the work or not given to Tarentum Borough by the property owner, such as utility lines, surface improvements or like items.

If disconnections of underground utility services are required to be made in public thoroughfares, the contractor shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances regulating the barricading of streets and construction in open places.

**318. COMPLIANCE WITH PA ACT 172 OF 1986, AS AMENDED**

The contractor shall be responsible for the protection of all underground utility lines as specified in PA Act 172 of 1986.

## **TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE**

### **401. SCOPE**

The contractor shall furnish all work, services, materials and related items necessary to complete the work specified in the area indicated on the attached site plan. The work includes, but is not limited to, the following:

1. Demolishing and removing structure.
2. Demolishing and removing all posts and settings, buildings, sheds, fences, structures, porches, walls, fences, furnaces and fuel tanks on or underneath the ground.
3. Removing all vegetation including trees, stumps and roots.
4. After backfilling has been completed and approved by borough officials, apply 3" to 4" clean topsoil. Rake smooth and seed all areas with a quick germinating grass seed.
5. Rodent extermination.
6. Protecting all adjacent properties and natural features of areas to remain undamaged.
7. Demolish and remove paved surfaces (except street sidewalks).
8. Disconnecting and sealing utilities.
9. Removing all rubbish, junk and trash from the site.
10. Providing all necessary licenses, permits and payment of applicable fees.
11. Preserving all operating utilities serving other properties and related appurtenances on site.
12. Providing adequate protection to persons and property.
13. Providing dust control.
14. Clearing and filling all wells, cisterns and similar underground structures.
15. Breaking up basement floors.
16. Demolishing and removing all above-ground masonry.

17. Backfill basements and other excavations.
18. Leaving site free of all demolition refuse, trash and junk.
19. Restoring to original grades and conditions all properties damaged by any activity related to the work and taking adequate precautions to avoid settlements or cave-ins of properties higher than site; or other damage to properties lower than site.

**402. SITE PLAN/LOCATION MAP**

The Site Plan/Location Map forms a part of the contract documents.

**403. DEMOLITION**

1. Before starting demolition, the Contractor shall check to determine that all utility services, such as water, gas, cable, electricity and telephone are disconnected at the service main, in accordance with the rules and regulations governing the utility involved. Should any utilities be found to be connected, the Contractor shall notify the Utility involved. No work shall commence on any building before utilities are properly disconnected. All storm and sanitary sewers leading from the structures to be demolished shall be securely sealed/capped. All active utility mains traversing the project site shall be preserved.
2. Before beginning demolition operations, the Contractor shall pump out and clean in a sanitary manner, all wells and cesspools within the areas to be cleared, and after disinfecting them as may be required by the Pennsylvania Department of Public Health, shall fill them to adjacent ground level in the manner hereinafter prescribed for backfilling.
3. Before any demolition work commences, to prevent migration of rodents and other pests, thorough and efficient measure shall be pursued to exterminate them from the entire area by the Contractor as well as display appropriate warning signs in conspicuous places.
4. No work shall be performed between the hours of 7:00 p.m. and 7:00 a.m. (prevailing time), Monday through Saturday. Work is also prohibited on Sundays and legal holidays except in the case of an emergency. Should the contractor desire to perform work during the above prohibited periods, the contractor must seek prior consent from Tarentum Borough.
5. Curbs, public sidewalks outside the lot line, and street paving are not to be disturbed. All curbs, public sidewalks and street paving damaged or disturbed by the Contractor shall be restored by the Contractor.

6. The Contractor shall furnish, erect and maintain approved danger, warning, and "Keep Out" signs at places and locations where the placing of such signs is warranted.
7. Structures shall be demolished in such manner so as to avoid hazards to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings.
8. During the demolition of the buildings and structures, the work shall be kept thoroughly wetted down, if applicable, to prevent the spread of dust. The Contractor shall provide water and necessary connections therefor.
9. All buildings and/or other structures in the demolition area shall be completely razed to a level 12" below adjacent existing ground surface and all materials shall become the property of the Contractor and shall be removed from the site. Such razing to a level 12" below adjacent existing ground surface shall include, but not be limited to, all items such as posts, piers, fences, walls (including basement and foundation walls), sheds, steps, thresholds, except such items as are specifically noted to remain in place. All basement walls, foundation walls or partitions that are of tile or masonry construction shall be completely removed regardless of elevation.
10. Wood partitions, stairways, furnaces, piping and other equipment, rubbish and debris located in basements or cellars shall be removed from the site.
11. In buildings where there are no basements and the ground floor is of wood construction, the flooring joists and/or sleepers shall be removed. In such buildings, where the ground floor is other than wood and has space under the floor, all materials shall be removed.
12. All basement floors or other paving below grade shall be thoroughly broken up. Where the ground floor is of a "slab on the ground" construction, such slab shall be broken up and removed.
13. Masonry walls shall be demolished in small sections. Structural steel, cast iron and heavy timber framing members shall be removed individually and carefully hauled from site.
14. Explosives shall not be used in the work except by prior written permission of Tarentum Borough and after the Contractor has obtained and exhibited all the necessary permits therefor.
15. The successful bidder, to whom the contract is awarded, hereby agrees to indemnify and hold harmless Tarentum Borough, and any of its agents, employees or representatives from all suits, actions or claims of any character, time and description brought forth or on account of any injuries or damages received or sustained by any person, persons or property by or from the successful bidder or by or in the performance of the work, or through defective workmanship or materials, or by or on account of any act, omission or



misconduct of the successful bidder or any of his representatives, servants or employees.

**404. FILL**

1. All basements and cellars or other areas below grade, including those on vacant lots, shall be filled to 4" above grade with sound fill and graded in such a manner as to provide adequate drainage from the filled area. No decomposable organic material or wood, glass, plaster, paper, piping, steel or other metal work or material or any unstable or combustible material shall be used in making fill. Fill shall be made or completed of clean earth borrow or granulated iron blast furnace slag. Earth mounds existing on the site may be used as a source of borrow. Borrow pits extending below grade will not be permitted.
2. No basement shall be filled until an authorized representative of Tarentum Borough has approved the breaking up of any existing basement floor.
3. When the basements have been approved for backfilling, all basement floors shall be broken up into pieces not larger than 3' in the longest dimension. After the floor is broken up, any masonry partitions may be broken up into pieces not larger than 2' in the longest dimensions and used for backfill.
4. After backfilling has been completed and approved, the Contractor shall effectively seed the areas with a quick germinating grass seed and cover with any adequate layer of straw in order to ensure that grass grows over the area.

**405. DEBRIS REMOVAL**

1. The Contractor shall remove all debris to an approved disposal site in compliance with Act 241 (The Pennsylvania Solid Waste Management Act).
2. The successful Contractor will be responsible for providing his own dumping site(s). Tarentum Borough assumes no responsibility to the successful Demolition Contractor to provide any dumping site(s) whatsoever, this being the responsibility of said Contractor.
3. The Contractor shall submit to Tarentum Borough proof of acceptance of the debris by the operation of any approved disposal facility. The fee for debris disposal at an approved site shall be negotiated by and between the Contractor and the operator of the landfill facility. Tarentum Borough will not be responsible for the fee negotiation.
4. Tarentum borough prohibits the burning of wood debris, trash, or any combustible material in the project area.

**406. SIDEWALK OPENINGS**

The covers of all sidewalk openings such as coal holes, vaults or stair wells connected with

buildings or lots in the Demolition Area shall be removed and the openings filled with approved materials tapped level with the sidewalk.

**407. BARRIERS**

The Contractor shall erect substantial permanent timber barriers or another approved barrier by Tarentum Borough, around any unfilled basement or group of unfilled basements in the Demolition Area for the protection of the public and to limit trespassing. Such barriers shall also be erected along sidewalk where there is no basement but where building demolition will result in an abrupt change in grade between the sidewalk and the parcel cleared. Barriers shall have posts of 4 x 4 minimum size spaced on 8' centers maximum and set 30" into the ground. Rails shall be 2 x 4 minimum size, two in number and spaced 1' - 4' and 3' above grade. Selected salvage material may be used if smooth and free of projecting nails.

**408. TRAFFIC**

The Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized. The Contractor shall so conduct his operations as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, alleys, sidewalk facilities, etc., near enough to the work to be affected thereby.

**409. CLEAN-UP**

The Contractor shall remove all debris and equipment and dispose of all materials from the site of the work, and leave the ground clear of all materials, rubbish or debris, and in a clean and neat condition, as demolition of each structure is completed. Vacant lots shall be cleared in the same manner as parcels containing buildings.

I hereby acknowledge that I have read, understand and accept the aforementioned Technical Specifications for Demolition and Site Clearance:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## **REQUIREMENTS OF SUCCESSFUL BIDDING CONTRACTOR**

1. The Contractor will be required to furnish and pay for satisfactory performance and payment bonds.
2. The Contractor will be required to carry workman's compensation insurance (as specified for demolition); manufacturers and contractors public liability insurance in the amount of \$500,000 for one person, \$1,000,000 per one accident; and property damage insurance in the amount of \$100,000 per one accident, \$300,000 in the aggregate, medical expense \$5,000, personal & adv injury \$1,000,000, general aggregate \$2,000,000, products-comp/op aggregate \$2,000,000, automobile liability combined \$1,000,000.
3. The Contractor will be required to utilize a disposal site approved by the Department of Environmental Protection (DEP).
4. The Contractor will acquire from the county and local municipality where demolition work is conducted all permits as required by the governing bodies.
5. The Contractor will be required to furnish a Maintenance Bond in the amount of the total project price. Said bond shall be in effect for one (1) year from the date of acceptance of the project by Tarentum Borough.

## **BID FORM FOR DEMOLITION AND SITE CLEARANCE**

Tarentum Borough  
Borough Manager  
318 E 2nd Avenue  
Tarentum, PA 15084

Bidders:

1. In submitting this Bid, the Bidder is familiar with the existing conditions of the project area and with the contract documents (which Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Contract (or Agreement), Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Special Conditions, General Specifications, Technical Specifications, Site Plan, Location Map). Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility, transportation and security services. Bidder agrees to perform and complete all work required for the Demolition and Site Clearance in accordance with the above listed documents.
2. In submitting this Bid, the Bidder understands that Tarentum Borough reserves the right to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, faxed, emailed or delivered to the undersigned within thirty (30) days after the opening thereof, or anytime thereafter before this Bid is withdrawn, the undersigned agrees to furnish the required Performance/Payment Bond(s), Demolition Permit(s) and any other documentation required by Allegheny County and/or Tarentum Borough, within fifteen (15) days after notice of award.
3. Security in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), is submitted herewith in accordance with the Instruction to Bidders.
4. Attached hereto is an affidavit of proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid for the Contract for which the Bid is submitted.
5. The Bidder is prepared to submit a financial and/or experience statement upon request.
6. Certificate of Non-Segregated Facilities:

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and he will not

permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term a segregated facilities means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

7. The Principal(s) of the Bidder (is)/(are):

COMPANY: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

YOUR NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_, 2020

\_\_\_\_\_  
(Signature)

## BID FORM FOR DEMOLITION AND SITE CLEARANCE

PLEASE PROVIDE A BID FOR EACH STRUCTURE IN ADDITION TO A TOTAL BID

134 Walters	2 Story Residential Structure	\$
215 Bridge	2 Story Residential Structure	\$
242 W 8th	3 Story Residential Structure	\$
243-245 W 7th	2 Story Residential Duplex	\$
510 E 2nd & 510 E 2nd Rear	3 Story Residential Structure	\$
	Detached Garage	\$
1212 Locust	2 Story Residential Structure	\$
108 W 7th	3 Story Residential Structure	\$
313 W 9th	2 Story Residential Structure	\$
TOTAL BID FOR ALL (8) RESIDENTIAL STRUCTURES + (1) GARAGE		\$ _____
<p>Tarentum Borough reserves the right to waive any informality in the bid, to delete any item in the bid, to reject any and all bids or to accept any bid or part thereof deemed in the best interest of the Borough.</p>		

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am a duly authorized owner, partner, officer, representative and/or agent of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
2. I am 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, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or 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 any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Tarentum Borough or any person interested in the proposed Contract.

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any 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.

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

Title: \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument, and acknowledge that they executed the same for the purposes therein contained.

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**  
**(IF NECESSARY)**

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am a duly authorized owner, partner, officer, representative and/or agent of \_\_\_\_\_, herein referred to as the "Subcontractor".
2. I am fully informed respecting the preparation and contents of the Subcontractors proposal submitted by the Subcontractor to the Contractor for certain work in connection with the demolition contract pertaining to the demolition/site clearance project in Tarentum Borough.
3. Such Subcontractor's proposal is genuine and is not a collusive or sham proposal.
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham proposal in connection with such contract, or to refrain from submitted a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's proposal, or to fix any overhead profit or cost element of the price or prices in said Subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Tarentum Borough or any person interested in the proposed contract.
5. The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any 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: \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument, and acknowledge that they executed the same for the purposes therein contained.

My Commission Expires: \_\_\_\_\_  
(SEAL) Notary Public



## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned  
\_\_\_\_\_  
(Name of Principal), as PRINCIPAL, and  
\_\_\_\_\_  
(Name of Surety), as SURETY are held  
and firmly bound unto Tarentum Borough, in the penal sum of \$ \_\_\_\_\_  
dollars lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly  
and severely, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted  
the accompany bid, dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 for  
\$ \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified  
therein after the opening of the same, or, if no period be specified, within thirty (30) days after  
the said opening, and shall within the period specified therefore, or if no period be specified, with  
ten (10) days after the prescribed forms are presented to him for signature, enter into a written  
Contract with Tarentum Borough in accordance with the Bid as accepted, and give bond with  
good and sufficient surety or sureties, as may be required, for the faithful performance and  
proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period  
specified, or the failure to enter into such Contract and give such bond within the time specified,  
if the Principal shall pay Tarentum Borough may procure the required work or supplies or both,  
if the latter be in excess of the former, then the above obligation shall be void and of no effect,  
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under  
their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the name  
and corporate seal of each corporate party being hereto affixed and these presents signed by its  
undersigned representative, pursuant to authority of its governing body.

**INDIVIDUAL OR PARTNERSHIP PRINCIPALS**

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

In the presence of: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**CORPORATE PRINCIPAL**

ATTEST:

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

**SURETY**

ATTEST:

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_

Attorney-in-Fact, State of: \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, hereby certify that I am the  
\_\_\_\_\_ Secretary of the Corporation named as Principal  
in the within bond; that \_\_\_\_\_, who signed the said bond on behalf  
of the Principal was then \_\_\_\_\_ of said Corporation; that I know  
his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed  
and attested to for and in behalf of said corporation by authority of his governing body.

\_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Seal)

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

### **Demolition and Site Clearance Contractor**

All questions must be answered, and the date given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of bidder:	
Permanent main office:	
Date of Organization:	
Place of Incorporation:	
Years of company engaged in demolition:	
Contracts on hand:	(Please schedule these with gross amount of each contract and anticipated date of completion. Use additional sheets if necessary)
General character of work performed:	
Ever failed to complete any work awarded:	If so, please state where and why: No _____ Yes _____
Ever defaulted on a contract:	If so, please state where and why: No _____ Yes _____

List major equipment:	(Please attach separate sheet if necessary.)
List experience in site clearance work similar to this project:	
List background and experience of the principal members of your organization:	
Ever been a party or involved in a legal action or proceeding involving race, color, nationality or religion:	If so, please state full details: No _____ Yes _____
Ever been accused of discrimination based upon race, color, nationality or religion:	If so, please state full details: No _____ Yes _____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Tarentum Borough, in verification of the recitals comprising this statement of bidder's qualifications.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **AGREEMENT FOR DEMOLITION AND SITE CLEARANCE**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between  
Tarentum Borough, a Municipal Corporation, having its principal place of business at 318 E.  
Second Avenue, Tarentum, Pennsylvania, 15084, hereinafter referred to as "Tarentum Borough",  
AND

\_\_\_\_\_,  
( ) A Corporation duly incorporated and conducting business under the laws of the  
Commonwealth of Pennsylvania and having its principal place of business at  
\_\_\_\_\_; or,

( ) A Partnership consisting of \_\_\_\_\_  
\_\_\_\_\_ (Names of Individual Partners), and having its  
principal business operation located at \_\_\_\_\_; or

( ) An Individual/Sole Proprietorship doing business within the Commonwealth of Pennsylvania  
under the trade name of \_\_\_\_\_, and having a  
principal place of business at \_\_\_\_\_;

Hereinafter referred to as "Contractor".

### **WITNESSETH:**

WHEREAS, Tarentum Borough, by and through their Building Code Official, has declared  
certain structures within Tarentum Borough to be public nuisances and, accordingly, has  
directed the abatement of same; and

WHEREAS, Tarentum Borough, to protect the general health, safety and welfare of the  
Borough residents, desires to take the steps necessary to secure, remove and demolish those  
structures and to clear the site upon which they are situate; and

WHEREAS, Tarentum Borough, has solicited and invited bids for such demolition and site  
clearance, subject to the terms, conditions and provisions of various contract documents for

demolition and site clearance, such documents including, but not limited to:

- A. Instructions to Bidders;
- B. General Specifications and Special Conditions for Demolition and Site Clearance;
- C. Schedule of Properties to be Demolished and Cleared
- D. General Conditions for Demolition and Site Clearance;
- E. Technical Specifications for Demolition and Site Clearance;
- F. Requirements of the Successful Bidding Contractor;
- G. Bid Form for Demolition and Site Clearance;
- H. Non-Collusion Affidavit for the Prime Bidder;
- I. Non-Collusion Affidavit for Subcontractor (if necessary);
- J. Bid Bond;
- K. Statement of Bidder's Qualifications;
- L. Demolition Site Clearance Map(s);
- M. Asbestos Testing Information.

Copies of each of the above referenced documents being attached hereto, made a part of hereof, and collectively referred to herein as the Contract Documents;

WHEREAS, under and subject to the conditions, provisions and terms of the aforesaid Contract Documents, Contractor has submitted a bid for demolition of structures and site clearance for those properties set forth hereinafter, such bid being accepted by the Council of Tarentum Borough at a public meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021; and

WHEREAS, Tarentum Borough and Contractor desire to enter into this Agreement for Demolition and Site Clearance in order to formally adopt, incorporate and affirm those understandings set forth in the aforesaid Contract Documents and to further define the responsibilities of the parties hereto.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN, AND WITH THE INTENTION TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

**I. THE WORK:**

- A. The work shall consist of complete structural demolition and site clearance on

those properties set forth hereafter, such demolition and site clearance to be in accordance with the Contract Documents and the terms and conditions set forth hereafter.

- B. The site(s) upon which such work shall occur consists of the demolition of the following structures and are located in Tarentum, PA at:

Property Location	Property Description	Parcel ID #
134 Walters	2 Story Residential Structure	1223-K-00143
215 Bridge	2 Story Residential Structure	1224-J-238
242 W 8th	3 Story Residential Structure	1223-N-295
243-245 W 7th	2 Story Residential Duplex	1223-P-62
510 E 2nd + 510 E 2nd Rear	3 Story Residential Structure	1224-J-48
	Detached Garage	1224-J-47
1212 Locust	2 Story Residential Structure	1223-F-313
108 W 7th	3 Story Residential Structure	1223-P-00167
313 W 9th	2 Story Residential Structure	1223-N-127

- C. Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation and security services, and perform and complete all work required for such demolition and site clearance in an efficient and workmanlike manner and in strict compliance with the Contract Documents incorporated herein.

## **II. THE CONTRACT PRICE AND PAYMENT:**

- A. In consideration for the demolition and site clearance set forth above, Tarentum Borough hereby agrees to pay Contractor, upon completion of performance of the contract, subject to the conditions and deductions contained in the Contract Documents, the total sum of \$ \_\_\_\_\_.

- B. In addition to the aforesaid sum, Contractor shall receive all salvaged materials from the demolition and site clearance referenced above, same to become the property of Contractor as additional compensation hereunder.

- C. Upon completion of the work, Contractor shall submit a Notice to Tarentum Borough certifying the completion of Contractor's obligations under the Contract

Documents and this Agreement. Tarentum Borough, upon receipt of such certification shall inspect the site and, if Tarentum Borough is satisfied that Contractor has complied with the Demolition and Site Clearance in conformance with the Contract Documents and this Agreement, shall cause payment to be made to Contractor as soon thereafter as is practicably possible.

**III. NOTICE TO PROCEED/CONTRACT COMPLETION TIME:**

- A. Pursuant to the General Specifications and Special Conditions for Demolition and Site Clearance, Section 204 Schedule of Buildings, Contractor is hereby given Notice to Proceed for the demolition and site clearance on the property set forth above such Notice being the \_\_\_\_\_ day of \_\_\_\_\_, 2021.
- B. The work on the above site shall be fully completed within ninety (90) consecutive calendar days from the effective date of the aforesaid Notice to Proceed.

**IV. ADDITIONAL DOCUMENTS/PERMITS REQUIRED:**

- A. In addition to those documents set forth above, and as may otherwise be required by the Contract Documents, Contractor shall produce to Tarentum Borough, no later than ten (10) days prior to performing work on the above referenced site, the following documents:
  - 1. The performance/payment bonds referenced in the Contract Documents;
  - 2. Certification that the waste disposal facility dump site, which Contractor will use for the disposal of waste from the site is approved by the Pennsylvania Department of Environmental Resources for such purposes;
  - 3. An appropriate Demolition Permit;
  - 4. Certification of Worker's Compensation Insurance Coverage as set forth in the Contract Documents for all employees of Contractor and any subcontractor retained by or working in conjunction with Contractor to perform demolition and site clearance work on the site; and
  - 5. Certification of liability insurance as set forth in the Contract Documents



providing personal injury and property loss coverage in those limits set forth therein.

**V. GENERAL PROVISIONS**

A. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any disputes arising thereunder shall be resolved through the Court of Common Pleas of Allegheny County, Pennsylvania.

B. The terms of this Agreement are severable. In the event a Court of competent jurisdiction determines that any term, provision or clause contained herein is void or invalid, then the remaining provisions, terms and clauses of this Agreement shall continue in full force and effect.

C. By entry into this Agreement, the parties hereto do hereby affirm, incorporate in and agree to all terms, conditions and provisions contained in the Contract Documents and this Agreement for Demolition and Site Clearance as if same were set forth at length herein and separately executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the date and year first above written.

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

TARENTUM BOROUGH:

\_\_\_\_\_  
Michael L. Nestico  
Borough Manager

\_\_\_\_\_  
Scott Dadowski  
Council President

# EXHIBIT 1:

## Property Images

134 Walters



## 215 Bridge





242 W 8th





243 W 7th



510 E 2nd





## 510 E 2nd Rear



## 1212 Locust





108 W 7th



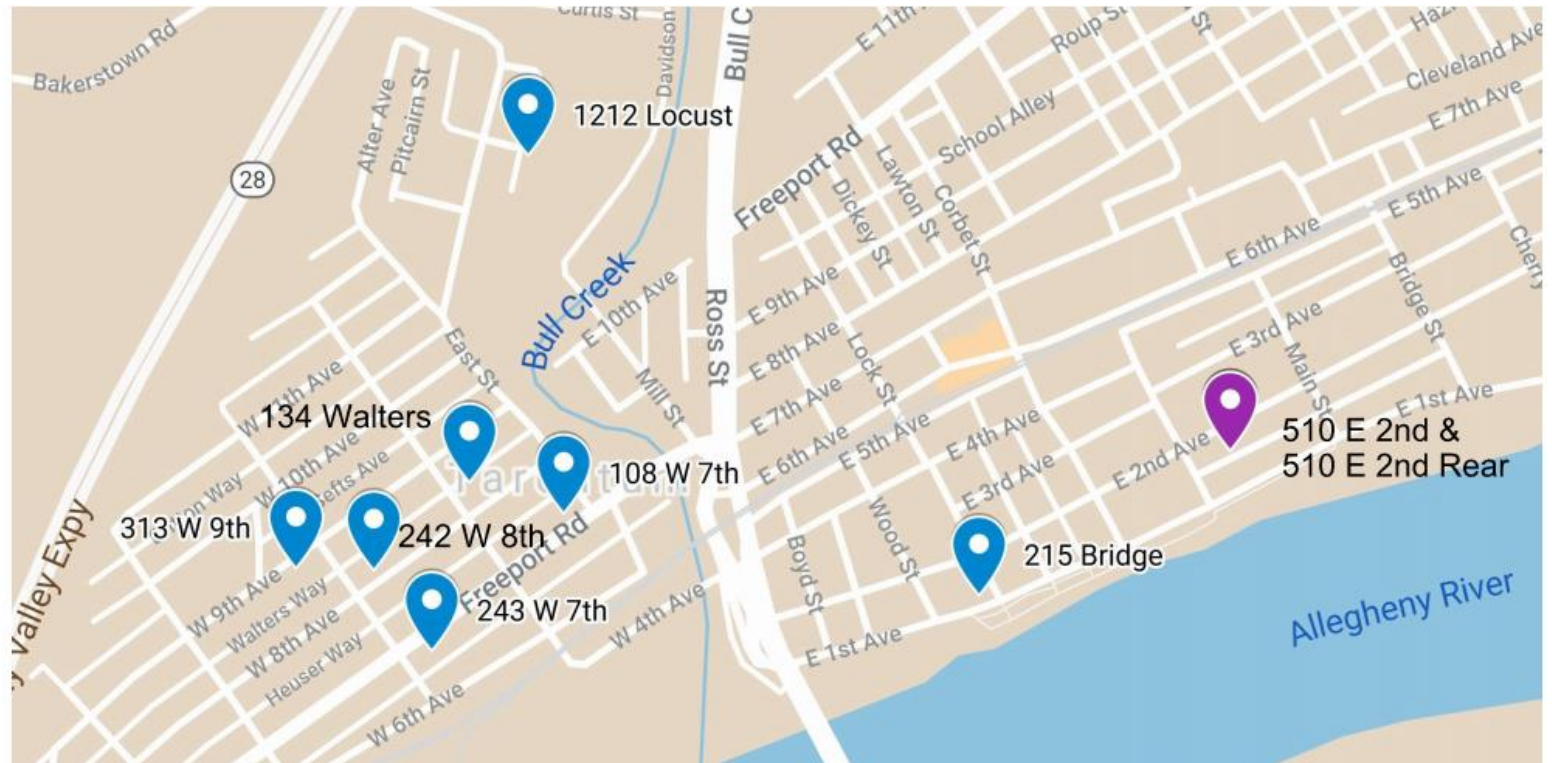
313 W 9th





# EXHIBIT 2: Demolition Site Map

- 134 Walters
- 215 Bridge
- 242 W 8th
- 243 W 7th
- 510 E 2nd
- 510 E 2nd Rear
- 1212 Locust
- 108 W 7th
- 313 W 9th



# EXHIBIT 3:

## Asbestos Reports

House	NO ACM	Regulated ACM			Non-Friable 2	Non-Friable 1		
		Duct Wrap/Tape	Fireplace Insert	Electric Box Insul.	Exterior Siding	Window/ Door Caulking	Linoleum	Floor Tile
108 W 7 <sup>th</sup> Avenue						277		
242 W 8 <sup>th</sup> Avenue								160
313 W 9 <sup>th</sup> Avenue		156					150	
1212 Locust Street		180				116		
215 Bridge Street					2,450		200	280
510 E 2 <sup>nd</sup> Avenue + 510 E 2nd Rear		480	16	2		418	210	220
134 Walters		125				163		50
<b>TOTALS</b>		<b>941 SQ</b>	<b>16 SQ</b>	<b>2 SQ</b>	<b>2,450 SQ</b>	<b>974 LF</b>	<b>560 SQ</b>	<b>710 SQ</b>