



626 State Street, Rm 107
Erie, PA 16501
(814) 870-1540

INVITATION TO BID

Asbestos Abatement, Structure Demolition & Site Restoration – 430 32 Cascade Street, Erie, PA

The Erie Land Bank (ELB) is accepting sealed bids from qualified firms to provide asbestos abatement, structure demolition, site clearance, and site restoration 430 32 Cascade Street in the City of Erie.

Proposals should be prepared using the form provided and submitted in a sealed envelope to the Erie Land Bank offices (c/o Erie Redevelopment Authority 626 State St., Room 107, Erie, PA 16501 by 2:00 pm on Friday, September 16, 2022. All bids must be accompanied by a 10% bid bond (or certified check or cash).

SCOPE OF WORK

- A. Asbestos Abatement – The structure has been inspected for the presence of asbestos-containing materials. Copies of the inspection report and laboratory analyses are included in Exhibit B. Prior to beginning demolition activities, the selected contractor must comply with all PaDEP requirements for removal and disposal of identified asbestos materials – including the submission of an “Asbestos Abatement and Demolition/Renovation Notification Form” and utilization of a licensed (by the PA Dept. of Labor & Industry) Asbestos Abatement Contractor.
- B. Structure Demolition – The structure shall be completely demolished and disposed of in accordance with the Technical Specifications below.
- C. Site Restoration – Site restoration work will include backfill, final grading, and seeding as described in the Technical Specifications below.

AWARD OF CONTRACT

ELB intends to award a single contract to the lowest responsible bidder who demonstrates the experience, skill and competence required to perform the required services in the most efficient, cost-effective, and professional manner.

The agreement between the Erie Land Bank and the successful bidder will incorporate all of the General Requirements and Technical Specifications outlined in this Request for Proposals.

GENERAL REQUIREMENTS

Prevailing Wages – This project is subject to the Pennsylvania Prevailing Wage Act and the contract will incorporate the provisions included in Exhibit A.

Proposal Form – All bids must be made on the form provided with this Request. No bid will be considered responsible unless the proper form is completed and properly signed.

Bonds - Each bid must be accompanied by a Bid Bond payable to the Erie Land Bank for ten percent of the total amount of the bid. As soon as the bid prices have been compared, bonds will be returned to all except the three lowest responsible bidders. When the Agreement is executed, these bonds also will be returned. A certified check or cash may be used in lieu of a bid bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Erie Land Bank, will be required for the faithful performance of the contract.

The apparent responsible low bidder will be required to obtain the Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) calendar days from the date of request. In case of failure of the bidder to execute and deliver the bonds and Certificate of Insurance, the Erie Land Bank may at its option consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Erie Land Bank.

Inclusive of All Costs – Bids shall be inclusive of all costs including permits, site work, disposal, equipment, and materials necessary for contractor to provide a complete project. The contractor shall be responsible for applying for and securing all permits and providing copies of those permits to the Erie Land Bank for confirmation of same.

Time for Completion – The contractor will have forty-five (45) days from the date a contract is executed to complete all work required hereunder.

Insurance – The selected contractor shall provide Certificates of Insurance evidencing coverages not less than specified below and specifically naming the Erie Land Bank as an additional insured.

- Workmen’s Compensation Insurance coverage in compliance with the statutory requirements of the Commonwealth of Pennsylvania.
- General Liability insurance with limits no less than –
 - Personal Injury, including Death - \$1,000,000 per occurrence
 - Property Damage - \$1,000,000 per occurrence

General Liability coverage shall also include an endorsement covering all equipment to be used in the performance of the work.

Indemnification – The selected contractor shall be solely responsible for any loss of life, personal injury, or property damage of any kind resulting from contractor’s performance, including, but not limited to, all liability claims in addition to any and all environmental claims arising from the actions and conduct of the selected contractor.

The contractor shall hold harmless, indemnify, and defend the Erie Land Bank and its directors, officers, employees, agents, and successors against any and all claims, suits, losses, and costs of liability on account of injury or death to persons or damage to property caused in connection with contractor’s performance.

The contractor shall assume full responsibility and liability for the compliance with all Federal, State, regional, and local regulations pertaining to work practices, confined spaces, hauling, disposal, and protection of workers and visitors to the site. This shall include Hazard Communication to workers and visitors of the work site (29 CFR 1926.59).

Contractor Eligibility - The selected contractor shall be in good standing with the City of Erie, the Erie Redevelopment Authority, and the Commonwealth of Pennsylvania; this includes being current for all City of Erie taxes, fines, and assessments, and not being debarred from entering into contracts with agencies of the Commonwealth of Pennsylvania.

TECHNICAL SPECIFICATIONS

Demolition – Masonry walls shall be demolished in small sections. Structural steel, cast iron, and heavy timber framing members shall be removed individually and lowered carefully. All basement floors and foundation walls shall be crushed and concrete material may be utilized for fill material.

Site Protection – Contractor shall make all efforts to protect pedestrian sidewalks and neighboring properties. Pedestrian sidewalks should be protected from further damage by using materials such as dirt, plywood, etc. Replacement of damaged sidewalk is not required; provided no further damage occurs. All parking areas, sidewalks, etc. should be removed. The only concrete to remain is the public sidewalk and any concrete driveway aprons. The site shall be satisfactorily fenced or barricaded at the end of each work day to prevent trespass or injury.

Dust Control - Throughout demolition and site clearance activities, the contractor shall provide water, along with necessary connections, and shall keep the work thoroughly wet to prevent the spread of dust.

Removal and Disposal of Debris – All rubbish and debris found on the site at the start of the work, together with any debris resulting from the demolition activities shall be removed and legally disposed of by the contractor. Trash burning on the site is **prohibited**. The contractor shall comply with all applicable regulations of the Pennsylvania Department of Environmental Protection, including but not limited to, the Pennsylvania Solid Waste Management Act.

Construction/Demolition Waste (including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block, and unsegregated concrete) must be disposed of at any landfill approved to accept construction/demolition waste. Municipal waste shall be disposed of at one of the following landfills approved by Erie County -

Lakeview Landfill
851 Robison Road East
Erie, PA 16509

Seneca Landfill
421 Hartman Road
Evans City, PA 16033

Jamestown, NY 14701

McKean County Landfill
Hutchins Road
Mt. Jewett, PA 16740

Greentree Landfill, LLC
635 Toby Road
Kersey, PA 15846

Chautauqua County Landfill
3889 Towerville Road

Northwest Sanitary Landfill
1322 West Sunbury Road
West Sunbury, PA 16061

The contractor shall keep the site and public rights-of-way reasonably clear at all times. Upon completion of the work, the contractor shall remove all temporary construction, equipment, salvaged materials, trash, and debris of all kinds, leaving the site in a neat condition.

Backfilling – All basements and other below-grade excavations shall be backfilled and graded to adjacent ground level. Prior to backfilling, the sanitary sewer shall be capped with an approved watertight plug. All fill materials shall be earthen materials free of clay, loam, glass, metal, herbaceous, combustible, or unstable materials. Fill materials shall also not include sand, but may include a sandy soil approved by the Erie Land Bank.

Site Restoration – At the completion of demolition activities (which shall include the removal of all basement walls and floor), the contractor shall backfill and then grade the site with a finish course of not less than two inches (2”) of top soil. Topsoil shall be free of any pulverized asphalt, concrete, building materials, or other construction debris. The final grade shall permit mowing of the site with a reel-type mower and the entire disturbed area shall be seeded with annual rye grass at a rate of twenty (20) pounds per square acre, and promptly mulched with straw at the rate of one (1) pound per square yard. The site, sidewalks, and adjacent streets shall be left in a neat and clean condition at the conclusion of the work.

Final Inspection – The contractor shall notify the Erie Land Bank when demolition and site clearance activities are substantially complete and provide a date on which the work will be ready for final inspection.

Traffic Control – The contractor shall not close or obstruct public or private rights-of-way unless specifically authorized. Any anticipated road closures shall be coordinated with and approved by the City of Erie Bureau of Traffic Engineering and shall comply with any requirements or restrictions imposed by the Traffic Engineer. Sidewalk closures should be properly signed and barricaded in accordance with PaDOT Publication 213 (PATAs 217-219).

EXHIBIT A

NOTICE TO BIDDERS:

This project is subject to the **Pennsylvania Prevailing Wage Act**. The following provisions will apply to this contract:

1. The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry shall be paid to the workmen employed in the performance of the contract. The contractor shall pay at least the wage rates determined in the decision of the Secretary (attached hereto) and shall comply with the conditions of the act approved August 15, 1961, and the regulations issued thereto, to assure the full and proper payment of the rates.
2. Workmen shall be paid at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in these provisions.
3. These provisions apply to work performed on the contract by the contractor and to work performed on the contract by subcontractors.
4. The contractor shall insert in each of his subcontracts the stipulations contained in these required provisions and other stipulations as may be required.
5. The contractor shall provide that no workmen may be employed on the public work except in accordance with the classifications in the decision of the Secretary. If additional or different classifications are necessary, the procedure in §9.107 of the Regulations (relating to petition for review of rates and hearings) shall be followed.
6. The contractor shall provide that workmen employed or working on the public work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and workmen, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the act, or the regulations, prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a workman on public work.
7. The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workmen their wages. The posted notice of wage rates shall contain the following information:
 - i) The name of the project.
 - ii) The name of the public body for which it is being constructed.
 - iii) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - v) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not

complying with the act or regulations, they may file a protest in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A workman paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.

8. The contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the public work. The record shall include deductions from each workman. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his authorized representatives.
9. The contractor shall provide that apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P.S. §§ 90.1-90.10), approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A workman using the tools of a craft who does not qualify as an apprentice within this paragraph shall be paid the rate predetermined for journeymen in that particular craft or classification.
10. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the act and the regulations, regardless of the average hourly earnings resulting therefrom.
12. Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workman have been paid wages in strict conformity with the provisions of the contract as prescribed by these provisions or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.



BIDDER INFORMATION & PROPOSAL FORM

ASBESTOS ABATEMENT, DEMOLITION & SITE RESTORATION –

430 32 Cascade Street

Sealed Bids Due: September 16, 2022 by 2 p.m.

REQUIRED FOR ALL PERSONS OR ORGANIZATIONS RESPONDING TO A REQUEST FOR PROPOSAL (RFP):

Name of Company: _____

Address: _____

Phone: _____

Person Responsible for
Proposal: _____

Title: _____

Email address: _____

Federal Tax ID (or SS# if
Individual): _____

A 10% Bid Bond must be included.

PRICE QUOTE:

(Lump sum amount to provide complete asbestos abatement,
demolition, and site restoration services, as detailed in the Request for
Proposals dated September 2, 2022.)

Authorized Signature

NOTE: The Erie Land Bank reserves the right to reject any or all bids and to award a contract that is in the best interests of the Land Bank.