

Downtown Albany Business Improvement District  
REQUEST FOR PROPOSAL

**FENCING**

**Wallenburg Dog Park  
Clinton Avenue  
Albany, NY**

**April 25, 2017**

**INSTRUCTIONS TO BIDDERS AND BID FORM**

*(Note: The contents of this document will become part of the Contract to the successful bidder.)*

**A. PROJECT DESCRIPTION**

The project consists a +/-15,000 square foot dog park located off Clinton Avenue in Downtown Albany. The site plan for the dog park is attached.

It is the intent of this Contract to provide for the furnishing and installation of the **Fencing** and the related work, required to complete the Project. It is further understood that the Project Drawings and Specifications listed in **Exhibit 2**, may not be fully developed, and that the Contract will include whatever is reasonably required beyond same to provide a complete and functional installation to the satisfaction of the Owner.

**B. CONTRACT DOCUMENTS**

1. This Request for Proposal & Bid Form  
Exhibit 1 – Scope of Work, included in this RFP.  
Exhibit 2 – Drawings/Specifications  
Exhibit 3 – Certificate of Insurance, sample form.

**All work associated with the contract documents are to be complete and in full compliance with the contract documents unless specifically excluded elsewhere. It is the bidder's responsibility to ensure that the above documents have been received. Promptly notify The Downtown Albany Business Improvement District (DABID) of any missing documents, otherwise it will be assumed that they have been transmitted.**

**C. INSURANCE**

1. Successful bidder shall be required to maintain insurance coverage's in accordance with the attached Sample Certificate of Insurance (**Exhibit 3**) for the duration of the project.
2. An "Additional Insured's" section must be included on the Certificate of Insurance, and **must be worded as it appears on the Sample Certificate of Insurance (Exhibit 3).**

3. Bidding contractor must acknowledge the insurance requirements of this project and asserts that they currently possess or will initiate upon contract award insurance in compliance with the attached sample Certificate of Insurance (see bottom of Bid Form for Insurance Acknowledgement and Verification).
4. Insurance policies required to be maintained by the Contractor may contain no exclusions associated with moisture- or mold-related claims.

#### **D. FINANCIAL**

1. This project is **tax exempt**.
2. Price includes all applicable fringes, overhead, profit, delivery and distribution and all prices identified in the bid shall be firm for the life of the project.
3. Monthly payment requisitions are due on the 25th of each month with percentages of work completed projected through the end of the month. Percentages of work completed must refer to a previously submitted and approved, itemized schedule of values. An acceptable form for the schedule of values is AIA Document G703. DABID does not pay for stored material, except under special circumstances and at its sole discretion, in which case additional requirements may apply. All requisitions must include the following:
  - A completed Payment Requisition form
  - The itemized schedule of values described above, showing percentages of work completed for each scheduled item
  - A notarized waiver and release of lien by the Contractor, of statutory form, reflecting the full amount requested to date
  - Lien waivers from any/all subordinate Contractors, vendors, and/or other parties providing services, materials, and/or equipment to the project

Monthly requisitions not submitted completely and correctly by the 25th day of the month may be held until the 25th of the following month or rejected for re-submittal the following month.

Contractors are to e-mail or fax a draft copy of the requisition by the 20th of the month in order to ensure completeness and accuracy and to reduce the possibility of rejection.

#### **E. GENERAL INFORMATION**

1. Upon start of work, a list of key personnel with email addresses and mobile phone numbers shall be provided to DABID for emergency situations.
2. This Contractor agrees to provide a daily clean-up operation. At a minimum the Contractor is required on a daily basis to broom clean all areas of work and remove all excess material resulting from their operations and to dispose of same.
3. Contractor will be required to Dig Safe (811) prior to excavation under this scope of work.

4. Bidder to include services to support all manufacturers' testing required for each component and completed system.
5. Bidders are to include all items of work relevant to this scope and necessary for complete installation. Bidders are encouraged to attach a written narrative to clarify their interpretation of any design concept that they feel is unclear on the contract documents. This scope of work shall include the costs to prepare, submit and obtain all required permits, approvals and inspections required for work performed from agencies that have jurisdiction thereof.
6. The location of all equipment and stored material must be submitted to and approved by DABID prior to delivery. The inventory of material will be strictly monitored and controlled. All deliveries must be preceded by written notice to DABID in advance.
7. The following policies are in effect for the project and must be followed by the Contractor's employees and other representatives thereof when on site. Any Contractor employee or other representative thereof may be removed from the Project at the discretion of DABID for failure to follow these policies.
  - a. Smoking and tobacco use strictly prohibited.
  - b. All breaks and the break time consumption of all food and beverages must be taken at the designated areas.
8. The successful Contractor shall be responsible for foreseen conditions at the project and its site, and the bid shall include consideration for these conditions. Bidders are encouraged to visit the project site to verify existing conditions. The Contractor has examined the Project site and the Contract Documents and reviewed areas of access and delivery.
9. All Contractors are responsible for protection of stored materials and finished work until final acceptance. If temporary protection is removed in order to perform work, it must be replaced immediately upon completion.
10. All work is to be final cleaned by the Contractor upon completion of their respective work.
11. DABID **will provide one (1)** set of the appropriate Drawings and Specifications to the Contractor. Any additional copies will be provided at the Contractor's expense.
12. Each Contractor is responsible for layout from these references and will be responsible for damage or loss from incorrect layout.

**F. SAFETY INFORMATION**

1. General Safety Rules for Construction will be in effect and fully enforced.
2. All accidents or injuries regardless of their nature shall be reported to a DABID representative.
3. All bidders must submit a copy of their corporate safety program to DABID for review which must include management safety accountability and documentation of the corporate safety

record for EMR for the last three (3) years.

4. Safety glasses are required to be worn as the minimum required eye protection at all times and must meet or exceed ANSI standard Z87.1. Additional eye and face protection as outlined in OSHA CFR 1926.102 may be required for certain activities.
5. The Contractor shall provide **Material Safety Data Sheets (MSDS)** for all hazardous or potentially hazardous materials which the Contractor provides or utilizes on the Project. Release of progress payments will be contingent upon receipt of MSDS sheets.

## **G. TEMPORARY FACILITIES**

1. Dumpsters - Pricing should include daily clean-up and removal of debris and trash associated with this work. DABID **will NOT provide** dumpsters for this project. Contractor shall be responsible for removing debris and trash from the building and site on a daily basis. Contractors failing to clean up will be given a 24 hour notice after which time DABID will clean up at the Contractor's expense.
2. Electric - Temporary 120/240-volt, single-phase electrical service, and convenience receptacles **will be provided** for Contractor's use in performance of the work during normal working hours. Any task lighting, special lighting and/or electrical requirements (i.e. welding machines, temporary offices, portable generators etc.) must be approved by and coordinated with DABID and shall be at the expense of the Contractor.
3. Toilets - Temporary toilet facilities **will be provided** by DABID.
4. Material/Personnel Hoist - All requirements for lifting and staging of materials will be by each Contractor. The Contractor is responsible for all hoisting, rigging, planking and scaffolding (if any) required to perform this scope.
5. Vehicles - Failure to park in the designated areas or use of unauthorized entrances into the project may result in the individual being barred from working at the project.

## **H. DOCUMENT SUBMISSION**

1. Submittals & Shop Drawings - Upon contract award, in the absence of more stringent requirements, the successful Contractor shall submit detailed information for all materials, fabrications, fixtures, equipment, and other components to be incorporated into the construction. These submittals shall serve to demonstrate compliance with the design intent, and shall include shop drawings showing details of construction, erection, fabrication, and/or installation, as required by the Contract Documents, and/or code-enforcement agencies. Review and/or approval of these submittals shall not relieve the Contractor of any responsibility for full compliance with the requirements of the Contract Documents.
2. Warranties - Include manufacturers' standard product warranties, transferable to the Owner, for all components installed in the performance of this work. Include warranty of Contractor's workmanship for all work performed. All work and the products included therein shall be warranted for a period of no less than **one (1)** year from the date of Final Completion of the

project. A minimum of **three (3)** original signed warranty certificates along with warranty service contact information shall be provided by the Contractor prior to Final Completion. Contractor shall notify DABID immediately of any condition impeding work or which will result in unwarrantable conditions.

3. As-Builts & O&M's - The **Project Closeout Procedure** will be provided to the successful bidder. The review and acceptance of project closeout documents will be at the sole discretion of DABID. Contractor will be required to provide "as-built" drawings/documentation and Operation & Maintenance (O & M) manuals for the work. The as-built drawings will be required in PDF format. A minimum of **three (3) sets** of "as-built" and O & M information shall be provided by the Contractor prior to Substantial Completion.
4. Permits - All required permits, use taxes, inspections, approvals, and fees, etc. will be the responsibility of this Contractor. Submit copies of all permits, licenses, and similar permissions obtained, to DABID directly.
5. Substitutions - All materials, products, processes or systems named in the specifications or on the drawings will be utilized for the scope. If the specifications permit an "or equal" or if the Contractor wishes to submit a substitution the Contractor's submission must meet the original design intent. If the "or equal" Submission were to cause any additional cost or modification to any other Contractor, it shall be the sole responsibility of this Contractor. The approval of any "or equal" or a substitution is at the sole discretion of DABID.

## **J. SCOPE REQUIREMENTS**

Provide all labor, material, equipment, scaffolding, hoisting, and accessories as required to perform all **Fencing** in accordance with the contract documents previously listed. All work is to be installed in the order and manner that best complies with requirements of the project schedule, in accordance with all applicable manufacturer's instructions, exercising good construction practice, and in a warrantable fashion. For the record purposes of this Bid Submission, the price shall include all equipment, materials, labor, and delivery costs.

Following is a general list of work items to be provided under this contract. This list is intended to provide clarification and amplification to the scope of work, and it shall not be construed as being all inclusive, nor shall it limit the extent of work or exclude any work shown or specified elsewhere as being intrinsic to the installation of a complete system, but not listed herein.

## **FENCING**

### 3 Options:

#1) Residential-grade materials as shown on site plan details:

- 2" square posts (0.080" wall thickness)
- 1" x 1 1/8" rails
- 5/8" square pickets
- 6' long sections

#2) Commercial grade material as an alternate:

- 2 1/2" square posts (0.100" wall thickness)
- 1 1/8" x 1 3/4" rails
- 3/4" square pickets
- 7'6" long sections

#3) Industrial grade materials as an alternate:

- 2 1/2" square posts (0.100" wall thickness)
- 1 5/8" x 1 5/8" rails
- 1" square pickets
- 8' long sections

## **K. PROJECT SCHEDULE**

1. Contract is to be awarded within approximately five (5) days of the bid due date, provided a sufficient number of qualified bids have been received. Following receipt of Contract Agreement, shop drawings and other submittals are to be made as dictated by a mutually agreed upon schedule. In no event shall the submittal process be permitted to limit the progress of work. The Contractor is to take specific care to start submittals in a time frame that will allow ample time for review and lead time for fabrication and delivery. Work is to commence immediately upon receipt of a signed Contract Agreement.
2. Contractor duration for each task shall be on the attached Bid Form.
3. The work identified in this Request for Proposal must interface smoothly with other work being performed by other contractors and utility companies. This Contractor shall coordinate and schedule its activities with the work of these other contractors and utility companies, all in accordance with the Construction Schedule. All work must be furnished and installed in a manner that will allow all other trades to perform their work in a proper and timely fashion. Contractor may be required to perform portions of the work in various stages; the work may not occur in one continuous mobilization. Contractor may be required to provide separate crews for work at multiple locations.
4. The Contractor will be required to work with DABID to develop and update a detailed schedule for the entire scope.
  - The time frames and activity duration include all related work necessary to complete this scope.

- The Contract Agreement Price includes any and all measures necessary to achieve the indicated time frames and activity duration.
- The Contractor agrees to meet the indicated activity duration should the actual start times be changed by DABID, without any additional compensation.

## **L. PRICING**

### **1. PRICE BREAKDOWN**

Provide pricing in accordance with the breakdown represented on the Bid Form. In order to properly identify the successful qualified bidder, all line items must be assigned a value, and the sum of these values must equal the bid amount. Pricing for a line item should not be excluded unless it is the intention of the bidder to exclude that portion of the scope of work. Should a bidder wish to exclude any portion of the work, that portion must be excluded in its entirety and its exclusion must be expressly stated in the Deviations section of the bid form. Note that exclusion of any portion of the work may be cause for rejection of the bid.

### **2. UNIT PRICING**

Provide unit pricing as requested on the Bid Form. In order to properly identify the successful qualified bidder, all unit price items must be assigned a value. Unit prices shall be firm for the life of the project.

Unit prices for any individual components of the scope of work are to include all labor, material, tools, equipment, handling, storage, hoisting, distribution, protection of materials, fringe benefits, overhead, profit, insurance, etc., required for a complete installation. The price of additional work performed in accordance with unit pricing shall be calculated using simple multiplication of the unit price by the quantity of work installed, and shall not be subject to any additional mark-up for overhead or profit.

Unit labor rates are to include the total cost of labor, including, but not limited to, taxes, insurance, fringe benefits, etc. When establishing the price of additional work, labor costs shall be calculated using simple multiplication of the unit labor rate by the duration of time worked.

### **3. ALTERNATES**

Voluntary alternates are always welcome and will be considered whenever possible. However, base bid must contain the specified scope.

BID FORM FOR:

**FENCING RFP**

**Wallenburg Dog Park  
Clinton Avenue  
Albany, NY**

**Bids are due by NO later than 3:00 p.m. on Friday, May 12, 2017**

**Submission should be e-mailed to Don Wilson at [dwilson@downtownalbany.org](mailto:dwilson@downtownalbany.org) or mailed to:**

**Don Wilson  
Operations Manager  
Downtown Albany Business Improvement District  
21 Lodge Street  
Albany NY 12207**

The undersigned having familiarized ourselves with the local conditions affecting the cost of the work and the documents as outlined in the Request for Proposal, hereby proposes to furnish all labor, material, equipment and service required to perform the scope of work outlined in the aforementioned Request for Proposal, all in accordance therewith for the following sum:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**CONTRACT BREAKDOWN:** (please provide the breakdown for each item listed below)

**FENCING**

**Cost**

Fencing and gate(s) for 15,000sf Dog Park

- a) Residential-grade materials as shown on site plan details: \$ \_\_\_\_\_  
2" square posts (0.080" wall thickness)  
1" x 1 1/8" rails  
5/8" square pickets  
6' long sections
  
- b) Commercial grade material: \$ \_\_\_\_\_  
2 1/2" square posts (0.100" wall thickness)  
1 1/8" x 1 3/4" rails  
3/4" square pickets  
7'6" long sections
  
- c) Industrial grade materials: \$ \_\_\_\_\_  
2 1/2" square posts (0.100" wall thickness)  
1 5/8" x 1 5/8" rails  
1" square pickets  
8' long sections

**TOTAL**

**\$ \_\_\_\_\_**



Initials \_\_\_\_\_

**(BID FORM – PAGE 2)**

**VOLUNTARY ALTERNATES**

**\*\*ALTERNATES WILL NOT BE CONSIDERED WITHOUT PRODUCT DATA ATTACHED INDICATING EQUIVALENT COMPLIANCE TO SPECIFIED UNITS, INFORMATION MUST BE PROVIDED WITH BID\*\***

- 1. ADD/ DEDUCT\$ \_\_\_\_\_
- 2. ADD/ DEDUCT\$ \_\_\_\_\_

**MATERIAL & EQUIPMENT UNIT PRICES** (for additional work, the following rates shall be the maximum rates that the Seller will charge, including overhead, profit, design, and all other required costs)

- 1. Vinyl Coated Chainlink Fencing \$ \_\_\_\_\_ /LF
- 2. Regular Chainlink Fencing \$ \_\_\_\_\_ /LF
- 3. Temporary Fencing \$ \_\_\_\_\_ /LF

**ASSIGNMENTS: (List Proposed Subcontractors if any)**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

List any Deviations from Specifications or Clarifications from RFP: (Attach additional pages if required)

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_

List below number and date of all Addenda received and utilized in preparing your bid.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Initials \_\_\_\_\_

**(BID FORM – PAGE 3)**

**CONTRACTOR LICENSURE**

Proper licensure and/or registration of Contractors with all governing municipalities and/or regulatory agencies are required. By signing below, bidder asserts that bidder possesses all such licenses and that such licenses are current and in good standing. Bidder agrees to maintain such licenses for the duration of the project. This requirement shall apply to any sub-Contractors that the bidder may hire to perform any portion of the work. Please provide business and contractor license/registration information below.

Jurisdiction: \_\_\_\_\_

License No.: \_\_\_\_\_

**INSURANCE ACKNOWLEDGEMENT AND VERIFICATION**

A Certificate of Insurance, demonstrating full compliance with those requirements outlined in Section C of this Request for Proposal. Attached for your review and to assist you in complying with these requirements is a sample Certificate of Insurance (*Exhibit 3*). By signing below, bidder acknowledges the insurance requirements of this project, and asserts that the bidder currently possesses, or will initiate upon contract award, insurance consistent with these requirements.

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

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

Print Name: \_\_\_\_\_

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

Bidder (Company) : \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_