- REQUEST FOR BIDS -

MOLD REMEDIATION TOWN OF NEW LISBON, NEW YORK

Release Date: October 28, 2020

NOTICE TO BIDDERS

Notice is hereby given that the Town of New Lisbon, New York, County of Otsego, will receive proposals for professional services relating to mold remediation of the Town Highway Garage. Proposals must be filed with Charlene Wells, New Lisbon Town Clerk, 829 County Highway 16, Garrattsville, NY 13342, no later than December 4, 2020.

I. Purpose

The Town of New Lisbon (the "Town") is seeking proposals for *mold remediation of the Town Highway Garage* at 809 County Highway 16, Garrattsville NY 13342.

II. Submission of Bids

Bids must be submitted in writing to Ms. Charlene Wells, New Lisbon Town Clerk, 829 County Highway 16, Garrattsville NY 13342, no later than December 4, 2020.

Bids must be contained in a sealed envelope marked, "Bid: Town Highway Department – mold remediation." Submission on recycled paper is appreciated.

Prospective bidders are invited to inspect the garage prior to submission of proposals, by appointment and with the understanding that such inspection will be scheduled with the Town Highway Superintendent, Mr. Donald Smith (607-965-8287) or (607-437-8414), so as not to interfere with the work of Town employees.

III. Town's Reservation of Rights

- A. This RFB is not an offer or a binding commitment to contract on the part of the Town or of the bidder.
- B. The Town may make such investigations as the Town deems necessary to verify the ability of any bidder to perform the services described hereinbelow ("Services").
- C. The Town reserves all rights with respect to this RFB, including but not limited to the following:
 - 1. to request clarification of any submitted information;
 - 2. to reject any and all proposals in whole or in part for any reason or for no reason;
 - 3. to negotiate specific terms, conditions, compensation, and provisions of any contract that may follow from this RFB;
 - 4. to waive any informalities or irregularities in the proposals;
 - 5. not to enter into any agreement:

- 6. not to select any proposals;
- 7. to amend or cancel this process at any time;
- 8. to issue the same or a similar RFB in the future;
- 9. to accept a proposal that appears to be in the best interests of the Town in the sole judgment of the Town Board.

IV. Specifications

A. Services

The Services to be performed pursuant to any contract that may be entered into based on this RFB will conform to the recommendations in the attached NBJ Mold Assessment report and will include

- 1. The work areas shall be completely isolated from other parts of the building so as to prevent mold spore containing dust or debris from migrating beyond the isolated area. Should the area beyond the work area become contaminated with mold-containing dust or debris as a consequence of the work, the Contractor shall immediately notify the Owner and shall be responsible for cleaning, on a daily basis.
- 2. All of the walls and ceiling MUST be removed and disposed of at the landfill (Apx. Over 5,000 sq ft).
- 3. The newly exposed wood framing MUST then be HEPA vacuumed to remove any loose mold spores from the wood.
- 4. The wood must then be sprayed with a bio/cavicide to remove any leftover mold or staining. Because the wood is so tightly close to the metal roofing, caution must be taken with the chemicals used and process of applying chemicals to the wood.
- 5. Air scrubbers must be placed inside the garage during remediation to purify the air and remove any mold spores knocked loose during remediation.

B. General Conditions

- 1. Prime Responsibility: The selected bidder with whom a contract is entered into (the "Contractor"), if any, will be required to assume full responsibility for the Services.
- 2. The Contractor must guarantee that the Services will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project and will be responsible for obtaining any licenses, permits and approvals that may be required. The Contractor will adhere to all Manufacturers' requirements pertinent to the installation, storage and handling of materials chosen for this work.
- 3. The Contractor must be prepared to enter into a contract with the Town under which the Contractor will perform the Services either as an independent

contractor or as an employee of the Town, as may be agreed upon by the Town and the Contractor.

4. The Contractor will use its best efforts to avoid unduly interfering with the operations of the Town Highway Department. (Scheduling and staging to be agreed with the Town Highway Superintendent.)

C. Additional Terms

1. Any contract that is entered into may at the Town's request include additional terms and conditions such as terms and conditions relating to comprehensive general liability insurance (\$1,000,000.00 minimum coverage), workers' compensation and disability insurance, indemnification, default, assignment, and termination, and other terms and conditions that are standard or customary or that the Town may otherwise require.

V. Proposal Content and Format Requirements

A. Each proposal shall contain:

- 1. Cover Sheet, including the full legal name of the bidder, type of entity and Federal Taxpayer ID number. The cover sheet must be signed by an owner of, corporate officer of, or agent authorized by the submitter.
- 2. Description of proposed Services and background, including:
 - a. a description of the manner in which the Services would be provided, including specific steps to be taken and a proposed schedule therefor;
 - b. a description of factory and/or contractor warranties that may be applicable;
 - c. a description and explanation of proposed Services and/or materials that would vary from the above specifications;
 - d. a description and explanation of ways in which possible cost efficiencies may be gained, quality may be improved, or the Town may otherwise benefit from accepting your recommendations;
 - e. an overview of the experience and qualifications of your firm as they relate to this proposal and how they qualify your firm to be the best fit for the Services;
 - f. detailed and verifiable examples and references that substantiate experience in providing the Services, including experience specifically related to the methods and materials that are proposed to be used in providing the Services;
 - g. documentation verifying that you are a factory authorized installer for warranty purposes, if applicable;
 - h. verification that your firm has an available line of credit sufficient to cover costs of materials and other upfront costs;
 - i. an indication as to whether or not the contractor is willing and able to perform the services as an employee of the Town;

- j. confirmation that your quote is based on prevailing wage;
- k. a description of any other relevant information, including but not limited to current, pending or past litigation (within the last 10 years) that your firm has been, is, or is expected to be a party to.

VI. Selection Procedures

- A. All proposals will be compared based on the totality of the bidder's presentation regarding the Services. The Town reserves the right to award a contract to the bidder who in the sole determination of the Town Board offers a proposal that describes the most efficient and effective plan for providing the Services and that is otherwise in the best interests of the Town.
- B. In determining and evaluating the proposals, cost will not necessarily be controlling; the experience and capabilities of those who will be providing the Services and the reputation of bidders will be considered, along with other factors such as a cost-benefit analysis of the proposed Services.
- C. After an initial review of each of the proposals for completeness, the bidders submitting the most highly rated proposals may be invited for in-person or telephonic interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews in the event that the written proposals provide a basis for selecting a winning proposal.
- D. Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of a contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal if the Town is unable to conclude the negotiations within thirty business days following the official notification of acceptance.
- E. Once negotiations have been completed, the Town will pass a resolution awarding the contract and the successful bidder will be required to sign the contract. If the successful bidder refuses or otherwise fails to sign the contract within ten business days of receipt of the notice of award from the Town, the bidder shall be considered to have abandoned the contract and the Town shall have the right to rescind the award of the contract.
- F. The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP or otherwise in connection with this RFP or its modification, postponement or cancellation. All proposals become the property of the Town upon submission.

VII. Inquiries

A. Direct all inquiries regarding the proposal process or proposal submission to: Ms. Charlene Wells, New Lisbon Town Clerk.

NBJ Mold Assessment

10 Booth Road Binghamton, NY 13905 Cell: 607-760-2449 Email: NBJMold54@Gmail.com

Re: Mold Inspection & Assessment 809 County Highway 16 Garrattsville, NY 13342

Mr. Smith

Per your request, **NBJ Mold Assessment**, has collected all appropriate information pertaining to the subject property, and has successfully prepared and finalized a Mold Inspection and Assessment Report. The assessment of the property was conducted on **October 9th**, **2020**, which included a **visual assessment** of the **Garage Interior**. Enclosed is our report which includes, appropriate descriptions of the mold remediation work that should be performed in the subject property based on the information that was collected and supplied. If you have any questions concerning this report, please contact David Jones Jr.

Respectfully Submitted,

David Jones Jr.

1.0 Introduction

NBJ Mold Assessment was retained to conduct a mold assessment of the private residence located 809 County Hwy 16.

1.1 Purpose

The purpose of the mold assessment was to determine the presence and extent of microbial growth and/or unusual moisture conditions in the building, and to provide recommendations.

1.2 Investigative Work

After the inspection/review of (see attached photos) of the property on October 9th, 2020. The conclusions and recommendations contained in this report are based on information obtained, which included:

2.0 PERSONNEL PROTECTION:

Full body disposable protective clothing, including head, body, and foot covering consisting of material impenetrable by mold spores (Tyvek or equivalent) shall be provided to and used by all workers and authorized visitors.

PREPARATION - WORK AREAS:

The work areas shall be completely isolated from other parts of the building so as to prevent mold spore containing dust or debris from migrating beyond the isolated area. Should the area beyond the work area become contaminated with mold-containing dust or debris as a consequence of the work, the Contractor shall immediately notify the Owner and shall be responsible for cleaning, on a daily basis, those areas in accordance with the procedures indicated in paragraphs below.

After assessing the property, the following was found:

There is mold growing all throughout the garage on the OSB/drywall ceiling and walls. The mold was caused by water leaking in from the roof combined with the amount of moisture that's regularly inside the garage due to the nature of storing the trucks and materials. All of the walls and ceiling MUST be removed and disposed of at the landfill (Apx. Over 5,000sq ft). The newly exposed wood framing MUST then be HEPA vacuumed to remove any loose mold spores from the wood. The wood must then be sprayed with a bio/cavicide to remove any leftover mold or staining. Air scrubbers must be placed inside the garage during remediation to purify the air and remove any mold spores knocked loose during remediation. Removing the OSB walls can be done in house by the Highway Superintendent to try and reduce cost of total remediation. Because the wood is so tightly close to the metal roofing, caution must be taken with the chemicals used and process of applying chemicals to the wood.

3.0 MATERIALS

Remediation Materials: Poly sheeting for all applications shall be 6-mil nominal thickness and flame retardant.

Tape shall be 2 or 3 inch duct tape or other waterproof tape suitable for joining poly seams and attaching poly sheeting to surfaces.

Signs: Caution signs shall be posted at all locations and approaches to the work area. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure.

Utilities: The Contractor will be responsible to provide utilities to the work area. Connection to existing building utilities and services will require written approval of the Owner. All internal building utility connections will be in compliance with NEC, state and local building codes.

Movable Objects: Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning and such objects shall be removed from the work area to

an uncontaminated location. If disposed of as mold contaminated or microbial compromised material, cleaning is not required. The Owner shall determine which method is to be utilized.

Exits: Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes.

4.0 Conclusions

- 1. The mold in the garage was caused by leaks in the metal roof, combined with moisture inside the building, and not having enough air ventilation.
- 2. After the remediation is complete the previously affected areas will not have a problem with returning mold growth, unless the humidity in the garage raises over 50%.
- 3. This job should take no longer than 3 to 4 days total and cost between \$
 OR \$ if dry wall is not removed.Price varies depending on the contractor you choose.
- 4. Only chemicals that can be safely sprayed around metals without corroding or compromising the integrity can be used during remediation.
- 5. After remediation is complete, I will be there to complete a visual inspection for clearance.

6. Amount of mold is subject to change between assessment date and remediation date







