

**TOWN OF NEW SCOTLAND  
SPECIAL TOWN BOARD MEETING  
February 4, 2016 – 6:00 pm  
AGENDA**

- 1. Call to Order** *Mr. LaGrange*
  
- 2. Voorheesville Community & School Foundation discusses donations process for the Hilton Barn project** *Mr. LaGrange*
  
- 3. Discussion/Action re: results of bids for clearing of Hilton Barn relocation site** *Mr. LaGrange  
Attachment #1  
Attachment #1a  
Attachment #1b*
  
- 4. Discussion/Action re: results of request for proposals for moving of the Hilton/Osterhout barn** *Mr. LaGrange  
Attachment #2  
Attachment #2a*
  
- 5. Adjourn** *Mr. LaGrange*

TOWN OF NEW SCOTLAND  
RT.85A

**Project:**  
CLEARING FOR LEVI BARN



117 Old Quarry Road • Feura Bush, NY 12067

518-767-3015 (p) • 518-767-3212 (f)

[www.peterkfrueh.com](http://www.peterkfrueh.com)

For questions regarding this quote,  
please call Chris or Joel or email  
[sales@peterkfrueh.com](mailto:sales@peterkfrueh.com).

## ESTIMATE

Date: 2/1/2016

Peter K. Frueh, Inc. (PKF) is pleased to provide all labor, equipment, and material for the following scope of work:

### CLEARING

- Clear areas as described in walk through with Adam Greenberg. Mowing only.

**TOTAL - \$5,385.00**

### EXCLUSIONS / NOTES:

- PREVAILING WAGES ARE INCLUDED.
- Clearing of trees.
- Seeding and/or mulching.
- SWPP.
- Orange fence.
- Stakeout.
- Permits, fees, or inspections.
- Export of any material.

**Town of New Scotland  
Historic Barn Relocation Project  
Forestry Mowing**

**Proposal For:**

Town of New Scotland  
Adam Greenberg  
2029 New Scotland Road  
Slingerlands, NY 12159  
Phone 518-482-3131  
Email: greenberga@aol.com

**Proposal From:**

WM Biers, Inc.  
Dan Doherty  
100 South Port Street  
Albany, NY 12202  
Office: 518-434-2747 Cell: 518-514-8554 Fax: 518-434-2754  
Email: [sales@wmbiers.com](mailto:sales@wmbiers.com)

Let me start by stating we are very appreciative to be a part of this proposal and we truly look forward to doing work with the Town of New Scotland. We are fully equipped and prepared for all aspects of the task of clearing away the brush from the site, and many other jobs you may have in the future.

**Scope of Work:**

The scope of work discussed for this job is to thin out and remove by way of forestry mowing all the 6" minus trees and brush from the site necessary for moving the Barn structure. This job begins on the south side of the road with a small section roughly 160' east to the discussed area of crossing and roughly 80' wide on the north side of the road north until the discussed final relocation site.

WM Biers, Inc. is prepared to provide all labor, materials, equipment, and transportation required to professionally complete the tasks of forestry mowing at the Colonie Country Club Location, for the Historic Barn Relocation Project, located in New Scotland, NY. WM Biers, Inc. will use our forestry brush mower to mow and thin all brush and small trees up to 4 to 6 inches depending on the type of wood and conditions. All chips, shreds, and grubblings will remain on site where they lay.

The following quotes are based on the site preview done with Adam Greenberg and discussed in detail the scope of work necessary, all areas outside this scope of work will be discussed before work is to be performed.

**Lump Sum Price \$2,950.00**  
**(This Proposal Is Valid Through 2/30/16)**

In closing we would like to again thank you for considering WM Biers, Inc. for this proposal. We are fully equipped and ready to take on the task proposed in a experienced, safe, and professional manner. WM Biers, Inc. holds much pride on safety, quality, and efficiency to all work on all our job sites. We train and use only the best employees for our work.

We look forward to your response!

Thank You

Dan Doherty  
WM Biers, Inc.  
518-434-2747 Office  
518-514-8554 Cell  
[sales@wmbiers.com](mailto:sales@wmbiers.com)

Bill Biers  
WM Biers, Inc.  
President  
518-434-2747 Office  
518-368-9696 Cell

Clear 2 + / - acres for new site for barn to include as per plans site for barn and 80 ft. Right of way on north side of 85A, also clear south side of 85A alongside of barn for access for removal. All brush and trees up to 6 inches will be mulched on site.

\$2400.00

Thank you,

Jim Bohl

JBS land service

[196 Jericho Rd Selkirk N.Y. 12158.](mailto:196 Jericho Rd Selkirk N.Y. 12158)

[518 469 1034](tel:518 469 1034)



RECEIVED

JAN 11 2016

SUPERVISOR

January 8, 2016

Mr. Douglas Lagrange  
Town of New Scotland, NY  
2029 New Scotland Rd  
Slingerlands, NY 12159  
518-475-0385

Submitted via email: [dlagrange@townofnewscotland.com](mailto:dlagrange@townofnewscotland.com)

**Re: Relocation of the Hilton Barn**

Dear Mr. Lagrange,

We really appreciate the opportunity to assist your town with relocating the Hilton Barn. We understand the value that it has and the need for a qualified structural mover that you can trust. Rest assured that we will do our best to protect the barn throughout the entire process.

We lift exclusively with a Hydraulic Unified Jacking System and will complete the move with the Buckingham Power Dolly System for the least amount of stress possible to the barn. You can review the equipment by following this link [www.buckinghamequipment.com](http://www.buckinghamequipment.com). In addition, the barn will be fully insured the entire time that it is in our care.

I have attached bid documents per the RFP. As you review the documents, please feel free to reach out to me with any questions you have. You can reach me at my office at 610-488-1020.

Thank you,

*Mike Brovont*

**Mike Brovont**  
**Wolfe House Movers**  
Lead Estimator  
610-488-1020 | [mike@wolfehousemovers.com](mailto:mike@wolfehousemovers.com)  
[www.wolfehousemovers.com](http://www.wolfehousemovers.com)

STRUCTURAL LIFTING & RELOCATION

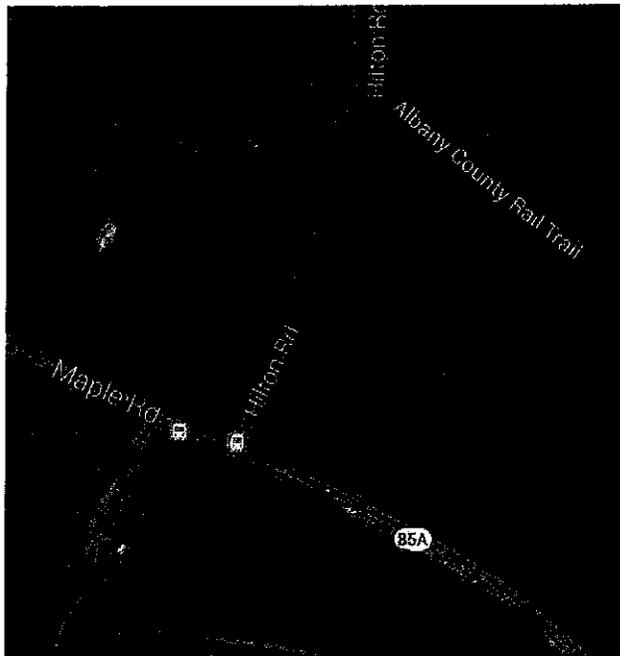
(610) 488-1020 – 10 Birch Lane, Bernville PA 19506  
(260) 982-0302 – 8446 N 100 E, North Manchester, IN 46962

ATTACHMENT #2

## DESCRIPTION OF THE BARN AND PROJECT

The Hilton Barn is a heavy timber barn constructed in circa 1900 and located at 177 Maple Road, New Scotland, Albany County, NY. It is approximately 60'x120' with slate roof. Bidders must visit site to familiarize themselves with the project.

Barn shall be moved approximately 600' as depicted below. The travel path will be cleared by others. It shall be placed on temporary cribs or the final foundation per the attached concept plan. It is proposed to be utilized for commercial, storage and recreational purposes in connection with the Albany County Rail Trail.



### TERMS AND CONDITIONS FOR RELOCATION OF BARN:

The successful bidder must provide and pay all costs related to the Relocation.

The Town will obtain permits and licenses required to relocate the Barn. The successful bidder must provide evidence of its qualifications and experience in moving structures similar to this project.

The successful bidder must agree to complete the Relocation prior to March 15, 2016 (the "Completion Date"). *see clause in Agreement #19398.1, paragraph 2.*

The successful bidder shall:

1. make all arrangements for securing of the structure for the Relocation.
2. Visit site at least twice prior to the move to plan site preparation requirements and confirm

readiness for the move.

3. All facets of the project shall completed in accordance with the International Association of Structural Movers and their Procedural Guidelines for Structural Movers.
4. Provide a \$10,000 performance bond. *100% Performance + Payment Bond included*
5. The successful bidder shall be responsible for the cost of repairing any and all damage to Site caused by and during the Relocation, including but not limited to damage to sidewalks, streets, curbs, publicly owned trees, and any other publicly owned structures.
6. All liability for the relocation and for injury to persons or property arising out of this Project shall rest with the successful bidder

**Award of Bid:**

The bid will be awarded to a responsive and responsible bidder that the Town Board determines to be in the best interests of the Town.

**Indemnification and Guaranty:**

The successful bidder or its agent shall indemnify, defend and hold harmless the Town from any and all claims, demands, costs and expenses resulting from or arising out of the Relocation of the Building, or personal injury or property damage arising out of the negligent acts or omissions of the contractor or any party for whom it is responsible.

**Prevailing Wage Rates and Supplements**

The Contractor warrants that he is familiar with and in compliance with Sections 220.3 and 220-d of the New York State Labor Law. These Sections govern the payment of wages so that each laborer, worker or mechanic upon this project employed by the Contractor shall not receive less than the prevailing hourly wage rate for a legal days work. An alternate bid price shall be provided without prevailing wages for the option for the Project to be completed by a project- affiliated private entity.

**Insurance** *see Attached*

The Contractor shall provide the Town with a certificate of Insurance naming the Town of New Scotland as additional insured showing proof of the following coverages:

- A. Workers' Compensation;
- B. Comprehensive General Liability including Contractual Liability with a minimum limit of \$1,000,000.00
- C. Automobile/Vehicle/Cargo liability with a minimum Combined Single limit of \$1,000,000.00

**Compensation**

~~Upon completion and satisfaction of the job, payment shall be on the first business day following the regular monthly Town Board meeting which falls on the second Wednesday of each month.~~

*According to Attached Agreement #19398.1, paragraph 3.*





**Wolfe House Movers, LLC**

10 Birch Lane  
Bernville, PA 19506

Phone: (610) 488-1020  
Fax: (610) 488-8011

**PROPOSAL**

Proposal ID	Date
19398	1/7/2016
Sales Person	Page
Mike Brovont	1 of 1

**Proposal To:**

Town of New Scotland  
2029 New Scotland Rd  
Slingerlands, NY 12159

Contact: Town Supervisor  
Work Phone: (518) 475-0385  
Mobile Phone: ( ) -  
E-Mail:

Description: Relocation of Hilton Barn

Quantity	Description	Unit	Amount
1.00	<p>Wolfe House Movers: To move a 60'x120' (overall) 3 story post &amp; beam barn. To move the barn 300' to the new location across Maple Ave. To lift the barn with a Unified Jacking System and move it with the Buckingham Power Dolly System. To move the barn in over the new foundation, set it down onto the new foundation walls and remove the lifting/moving equipment. To provide the materials, labor and equipment for the move. To install the lifting steel through the windows, doors and walls approximately 4' above the floor. Wolfe House Movers will be responsible for the cost of repairing the road that is being crossed. No masonry, carpentry, utility work or permanent steel included. Prevailing Wages with Certified Payroll not included. To move the barn by March 15th, 2016 providing this contract has been signed and returned by January 30th, 2016 and that the Customer has the necessary permits for the move by February 15th, 2016. Payment and Performance Bond of 100% of the project is included.</p> <p>Customer: To provide the necessary permits and/or licensing for the move. To remove the first floor non-bearing walls and the wood floor system ahead of time. To disconnect all utilities coming into the barn ahead of time. To remove siding as necessary for the installation of the lifting steel. To fill the crawlspace in up to grade with dirt/fill ahead of time. To provide a clear move route including tree trimming, traffic control, excavation and utility line removal. To repair any damage to trees or move route on the existing and new site. To have the new foundation installed and backfilled to grade ahead of time. The front foundation wall shall be left at grade level. The haul route and foundation ramp is to be 1.5"/ft (12.5%) grade or less with a softer transition at the top and bottom of any slope. To shim/fit the foundation to the sill beams and install the necessary support</p>	74,700.00	74,700.00
1.00	EXTRA - Prevailing Wages with Certified Payroll	28,300.00	28,300.00
1.00	EXTRA - To provide and lay down steel plates on the move route.	15,500.00	15,500.00
1.00	EXTRA - Prevailing Wages with Certified Payroll	3,100.00	3,100.00
1.00	EXTRA - To leave the barn supported on steel & cribbing at a storage location on the new site. To remobilize to the site and move the barn to its final location once the new foundation is ready.	10,300.00	10,300.00
1.00	EXTRA - Prevailing Wages with Certified Payroll	2,100.00	2,100.00
1.00	EXTRA - Per Month Liquidated Damages (after 45 days) for lost opportunity on the steel & cribbing under the barn while it is in storage.	1,200.00	1,200.00

**Proposal is valid until February 06, 2016**



**Wolfe House Movers, LLC**  
 10 Birch Lane \* Bernville, PA 19506  
 Phone: (610) 488-1020 Fax: (610) 488-8011

*"For all your structural moving needs"*

Contract #: 19398.1

Job ID: TOWNEW2#1

**AGREEMENT**

**THIS AGREEMENT** made this **8th** day of **January, 2016** is between **Wolfe House Movers, LLC**, 10 Birch Lane, Bernville, PA 19506 hereinafter referred to as **CONTRACTOR**, and **Town of New Scotland (Contact: Town Supervisor - Work Phone: (518) 475-0385)**, residing at **2029 New Scotland Rd, Slingerlands, NY 12159** hereinafter referred to as **CUSTOMER**.

**WITNESSETH**

WHEREAS; **CONTRACTOR** is in the business of lifting, jacking, supporting, and moving structures. Moreover, WHEREAS; **CUSTOMER** desires to employ **CONTRACTOR** to provide the building moving services outlined below.

NOW THEREFORE, the parties hereto intend to be legally bound as follows:

1. **CUSTOMER** hereby hires **CONTRACTOR** to move customer's structure,

Located at: **177 Maple Ave, Slingerlands NY**

To: **a new permanent location 600' across Maple Rd to the new foundation.**

2. **THE JOB SPECIFICATIONS ARE:**

**Wolfe House Movers:**

To move a 60'x120' (overall) 3 story post & beam barn. To move the barn 300' to the new location across Maple Ave. To lift the barn with a Unified Jacking System and move it with the Buckingham Power Dolly System. To move the barn in over the new foundation, set it down onto the new foundation walls and remove the lifting/moving equipment. To provide the materials, labor and equipment for the move. To install the lifting steel through the windows, doors and walls approximately 4' above the floor. To provide, install and remove steel plating as necessary to protect the move route. Wolfe House Movers will be responsible for the cost of repairing the road that is being crossed. No masonry, carpentry, utility work or permanent steel included. To provide a Certified Payroll at Prevailing Wages. To move the barn by March 15th, 2016 providing the Customer has signed and returned this contract by January 30th, 2016 and that the Customer has the necessary permits for the move by February 15th, 2016. Payment and Performance Bond of 100% of the project is included.

**Customer:**

To provide the necessary permits and/or licensing for the move. To remove the first floor non-bearing walls and the wood floor system ahead of time. To disconnect all utilities coming into the barn ahead of time. To remove siding as necessary for the installation of the lifting steel. To fill the crawlspace in up to grade with dirt/fill ahead of time. To provide a clear move route including tree trimming, traffic control, excavation and utility line removal. To repair any damage to trees or move route on the existing and new site. To have the new foundation installed and backfilled to grade ahead of time. The front foundation wall shall be left at grade level. The haul route and foundation ramp is to be 1.5"/ft (12.5%) grade or less with a softer transition at the top and bottom of any slope. To shim/fit the foundation to the sill beams and install the necessary support

Contractor Initial \_\_\_\_\_

Customer Initial \_\_\_\_\_



**Wolfe House Movers, LLC**  
10 Birch Lane \* Bernville, PA 19506  
Phone: (610) 488-1020 Fax: (610) 488-8011

*"For all your structural moving needs"*

**Contract #: 19398.1**

**Job ID: TOWNEW2#1**

- 3. CONTRACTOR agrees to move the structure identified above to the place identified above for the consideration of **One hundred twenty-one thousand six hundred dollars (\$121,600.00)** payable as
  - A. **\$40,600.00** - when contractor moves into jobsite to start this job.
  - B. **\$40,500.00** - when structure is lifted up and supported on wooden cribbing at the existing location.
  - C. **\$40,500.00** - when structure is set down and the lifting equipment is removed.

Payment terms are net 30 days from completion of work noted for each scheduled payment. Failure to pay according to this schedule of payments and these contract terms shall be considered a breach of contract. In the event of late payments, CONTRACTOR will cease operations on this job until payment is received. 18% Interest per annum will be charged to all unpaid bills.

- 4. CUSTOMER shall have the sole responsibility to OBTAIN ALL BUILDING, ZONING, AND CONSTRUCTION PERMITS, OR ANY OTHER NECESSARY PERMITS NEEDED TO MEET LEGAL REQUIREMENTS BEFORE THIS PROJECT IS STARTED. CUSTOMER shall have the sole responsibility to provide a suitable lot on which to place moved building, the placement of moved building on the lot, and for arranging a suitable route for said building move. CUSTOMER shall have the sole responsibility for all excavation required. CUSTOMER shall also have the sole responsibility for all carpentry required. CUSTOMER shall have sole responsibility for sending the new foundation plans to the CONTRACTOR and verifying the new location and elevation. CONTRACTOR makes no representation or provisions as to suitability of lot, elevations or placement of building on the lot, route of move, obstacles en route, or foundation for building to set on or for anchoring or fastening the house down after it is set on the foundation.
- 5. Unless otherwise specified, the cost of bonding, and the cost of engineered lifting plans if required for obtaining permits, is excluded from this price.
- 6. Moving shall be defined as placing building on dollies and moving same to the new location stated in paragraph #1 and placing wooden cribbing under building at new location. Lifting shall be defined as jacking building to elevation stated in paragraph #1. Specifically excluded from the moving/lifting definition is excavating required, if any, to restore old lot to acceptable municipal standards, excavating required for placement of building at new site, backfilling or excavating required to clear route to move building. Also specifically excluded from the moving/lifting definition is all carpentry required including repairs and including any finish carpentry. The installation of a safety fence, silt fence or any other erosion control is not included in this contract. All other services provided by CONTRACTOR shall be billed as hereinafter set forth unless otherwise stated in paragraph #1 and/or THE JOB SPECIFICATIONS.
- 7. All steel and rigging equipment shall remain the property of CONTRACTOR, and will be removed by CONTRACTOR after moving/lifting has been completed, unless otherwise specified in Job Specifications, Paragraph #2.
- 8. CUSTOMER agrees to obtain permission for the use of neighboring properties when necessary, and CUSTOMER will be responsible to repair any damages to neighboring properties if such damages should occur.
- 9. CUSTOMER agrees to pay for all expenses caused by a stop or change work order given by a governmental authority or by the CUSTOMER. This includes but is not limited to mobilization fees for all men and equipment, fuel, motel rooms, man hours and equipment hours. It also includes all expenses of moving off the job site and back to 10 Birch Lane, Bernville, PA and then back to the job site from 10 Birch Lane, Bernville, PA when the job is ready to move forward again. All change work orders and stop work orders must be done in writing. In the event of such a change or stop work order, the CUSTOMER hereby agrees to pay the CONTRACTOR for materials, time and labor, or other advancements together with all sums due within FIVE (5) days of presentation of invoices by CONTRACTOR. 18% Interest per annum will be charged to all unpaid bills.

Contractor Initial \_\_\_\_\_

Customer Initial \_\_\_\_\_



# Wolfe House Movers, LLC

10 Birch Lane \* Bernville, PA 19506

Phone: (610) 488-1020

Fax: (610) 488-8011

*"For all your structural moving needs"*

**Contract #: 19398.1**

**Job ID: TOWNEW2#1**

10. CONTRACTOR hereby notifies CUSTOMER to make provisions to disconnect, cut off, and remove all utilities and services at existing site and to make adequate provisions to move utilities and other obstacles in haul route at CUSTOMERS expense. CUSTOMER shall stake out all underground tanks, utilities, etc. and mark them with yellow caution tape, flags, and paint.
11. CONTRACTOR hereby gives notice that certain risks are involved in moving/lifting structures. CONTRACTOR states that damage, including cracks can occur to moved/lifted structures and their foundations, extent unknown. CONTRACTOR shall not be responsible for the repair of damage not caused by the negligent acts or omissions of CONTRACTOR or its employees.
12. CONTRACTOR states that any carpentry work is to be completed at CUSTOMER'S expense unless specified otherwise in the Job Specifications. CONTRACTOR is not responsible for security of building or structure before, during, or after move and makes no warranties of any kind that structures will not incur vandalism during the move/lift process.
13. The CONTRACTOR and the CUSTOMER agree to carry out all the terms of this agreement except that the CONTRACTOR shall not be responsible in any way if the CUSTOMER or ANY OF HIS WORKERS, CONTRACTORS, or SUBCONTRACTORS, ETC. DIG BESIDE AND/OR BELOW THE WOOD CRIB PILES THAT HOLD UP THE MOVED STRUCTURE.
14. CONTRACTOR will not be held responsible in any way for the following, whether on CUSTOMER'S property or properties adjoining CUSTOMER'S property: the drainage of fuel tanks or other tanks, for damage to septic systems, tanks, driveways, yards, trees, foundations, retaining walls, bulk heads, pipes, wires, heating or AC units, duct work, pumps, etc., or for frozen pipes. The CONTRACTOR will also not be held responsible in any way for damages or acts of nature or things beyond his control (force majeure), including but not limited to mud, water, flood, rock, sink holes, war, strikes, riot, change of law, wind, fire, storm, acts of God, etc. subsequent to the day and date of this agreement that might affect the respective rights of the parties of the terms of this agreement. The CONTRACTOR will also not be held responsible for rock or undiggable dirt discovered in the course of the necessary excavation. The CONTRACTOR will also not be held responsible for any asbestos or lead paint abatement. If any of the above should happen it shall become the privilege of the CONTRACTOR to determine what avenue best to proceed with, including renegotiating or termination of this contract.
15. CONTRACTOR agrees to leave steel and wood cribbing under building for a period of 0 days while new foundation is being installed. CUSTOMER agrees to pay \$50 dollars per day beyond said amount of days. This amount represents liquidated damages to compensate CONTRACTOR for the lost opportunity cost of the steel and cribbing under the building. The same amount per day will apply for days project is delayed for reasons beyond CONTRACTOR'S control. CUSTOMER agrees to pay all daily charges within five days of receipt of invoices. Failure to remit payment in a timely manner will be considered a breach of contract and may result in CONTRACTOR stopping work on the project until payment is received. Liquidated damages for the steel & cribbing will not be charged from the time that the CONTRACTOR is notified in writing by the CUSTOMER that the foundation and proper/required supports are ready and if all payments have been made up to date according to the Agreement, until the time the CONTRACTOR arrives on site to remove the lifting equipment.
16. CONTRACTOR agrees to make every reasonable effort to start the contracted work described in the Agreement within 30 days of being notified by CUSTOMER in writing that all necessary permits (referenced in paragraph 4 of the Agreement) have been acquired and that CUSTOMER is ready to begin.
17. CONTRACTOR agrees to make every reasonable effort to set the house down and remove the lifting steel within 15 days of being notified in writing by CUSTOMER that the foundation and the proper and required supports are ready and all payments have been made up to date according to the Agreement.
18. CONTRACTOR estimates that the contracted work under the Agreement will be complete within approximately 7 working days from the start of the work described in paragraph 17 of this Agreement.

Contractor Initial \_\_\_\_\_

Customer Initial \_\_\_\_\_



# Wolfe House Movers, LLC

10 Birch Lane \* Bernville, PA 19506

Phone: (610) 488-1020 Fax: (610) 488-8011

*"For all your structural moving needs"*

**Contract #: 19398.1**

**Job ID: TOWNEW2#1**

19. CUSTOMER acknowledges that CONTRACTOR's representations in this Agreement related to the time period or dates of the contracted work to be performed (including but not limited to start dates, completion dates, etc.) are estimated only. CONTRACTOR is not responsible for any delays caused by events outside of CONTRACTOR's control, including but not limited to delays caused by weather conditions or CUSTOMER's failure to perform CUSTOMER's obligations under the Agreement and this Amendment. CUSTOMER acknowledges that any change order between CUSTOMER and CONTRACTOR may also alter CONTRACTOR's estimated time periods or date in the Agreement.

20. INDEMNIFICATION

1. The Contractor shall indemnify and hold harmless the Customer and its affiliates, officers, directors, partners, agents, representatives, employees, successors and assigns (collectively, the "Indemnitees") from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent that such injury, claim, damage, loss, or expense is directly caused by the acts of the Contractor, the Contractor's Sub-contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

2. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless the Contractor and its affiliates, officers, directors, partners, agents, representatives, employees, successors and assigns from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, to the extent that any such injury, claim, damage, loss or expense is caused in part by the Customer, the Customer's Contractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

3. Notwithstanding anything herein to the contrary, the Contractor's duty to indemnify, defend and hold harmless any person or entity shall be limited to the extent covered and paid by the Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance provided by the Contractor.

21. CUSTOMER acknowledges and accepts the limits of insurance as set forth in the certificates of insurance provided to CUSTOMER. CONTRACTOR agrees that the CUSTOMER is to be included as additional insured on the CONTRACTOR'S general liability insurance policy, but only with respect to bodily injury or property damage directly resulting from CONTRACTOR'S performance of work under this agreement. Notwithstanding anything herein to the contrary, CONTRACTOR'S liability for any loss, damage, or injury shall to the extent permitted by law be limited to the amount covered and paid by CONTRACTOR'S insurance policies shown on the certificates of insurance provided to CUSTOMER. Copies of the underlying insurance policies are available to CUSTOMER upon request. For CUSTOMER's reference, the contact information for the insurance company issuing CONTRACTOR's applicable certificate of commercial general liability insurance is as follows: M&P Specialty Insurance, 1179 Sunset Blvd, P.O. Box 4119, West Columbia, SC 29171 - Phone: (803) 936-1601

22. In the event of a dispute between the two parties that cannot be peaceably resolved, about the interpretation of this agreement or the performance of either party, it is hereby agreed upon by the CUSTOMER and the CONTRACTOR to settle it exclusively by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Both parties agree to be bound by the ruling of the arbitration committee.

23. Written notifications between CUSTOMER and CONTRACTOR by email under the Agreement are acceptable and preferred. CUSTOMER's email notifications must be addressed to CONTRACTOR at the following email address: scheduling@wolfehousemovers.com.

24. This Agreement may be executed and delivered in any number of counterparts, and all such counterparts shall constitute the same instrument. CUSTOMER understands and agrees that an authentic copy or electronic reproduction of this agreement shall have the same force and effect as an original counterpart.

25. CUSTOMER hereby states that he/she/they has/have read this agreement and understand(s) it and accepts all of its terms and conditions. CUSTOMER attests that he/she/they is/are the owner or an agent authorized to sign this contract.

Contractor Initial \_\_\_\_\_

Customer Initial \_\_\_\_\_



**Wolfe House Movers, LLC**

10 Birch Lane \* Bernville, PA 19506

Phone: (610) 488-1020

Fax: (610) 488-8011

*"For all your structural moving needs"*

**Contract #: 19398.1**

**Job ID: TOWNEW2#1**

26. This is the entire CONTRACT between the parties and there is no outside condition, warranty, agreement, or understanding. This contract may only be modified in writing signed by all of the parties hereto.

**CONTRACTOR hereby gives notice that the CUSTOMER may cancel this contract at any time before midnight the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either:**

1. Send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested.  
**OR:**

2. Personally deliver a signed and dated written notice of cancellation to:  
**Wolfe House Movers LLC**  
**10 Birch Lane, Bernville, PA 19506**  
**Phone # 610-488-1020**

**If you cancel this contract within the three day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.**

THE PARTIES, intending to be legally bound set their hand and seal this day and year first above written.

**CONTRACTOR: Wolfe House Movers, LLC**

**CUSTOMER: Town of New Scotland**

**Print:** Mark Buckingham

**Print:** \_\_\_\_\_

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

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

**Title:** Managing Member

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

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

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

## NON-COLLUSION BIDDING CERTIFICATE

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Wolfe House Movers, LLC

Legal Name of Person, Firm or Corporation

Sign: Mark Buckingham 1-8-16

By: Mark Buckingham

Title: Managing Member

## Wolfe House Movers Information

### History of Wolfe House Movers

The structural moving business now known as Wolfe House Movers, LLC was started in 1969 as Eldon Flory & Associates located in Shubert, PA. It changed hands in the 1980's to the now namesake of the company, Verling H. Wolfe & Company. In 2004 the Buckingham brothers, who had been working with the company since childhood and whose father had been with the company since the early years, purchased the company from Verling Wolfe. Roughly one year later, the location of the company was moved to its current location just outside of Strausstown, PA. In 2006, the brothers formed a Limited Liability Company under the name of Wolfe House Movers, LLC which it has remained until the current day. In the decade since the purchase of the company, Wolfe House Movers has grown from a single crew lifting & moving around 50 structures per year to running multiple crews and lifting & moving over 550 structures in 2013. Wolfe House Movers is now one of the largest and most competent structural movers, leading the industry with cutting edge technology and completing moves of historic and masonry buildings on a regular basis all around the United States.

*Wolfe House Movers has never failed to complete a contract awarded to them.*

### References:

#### **Borough of Monmouth Beach (T&M Associates)**

11 Tindall Rd, Middletown, NJ 07748

Bob Stetz 732-671-6400

[rstetz@tandmassociates.com](mailto:rstetz@tandmassociates.com)

(Borough Library lifted up out of the flood plain)

#### **Salco Construction Company, Inc.**

77 4th St, Pittsfield, MA 01201

John Salvini 413-443-0366

[jsalvini@salcogc.com](mailto:jsalvini@salcogc.com)

(three buildings moved for Williamstown College in Williamstown, MA)

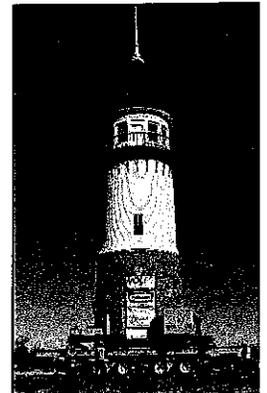
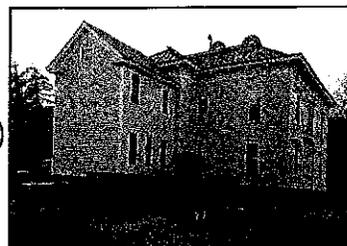
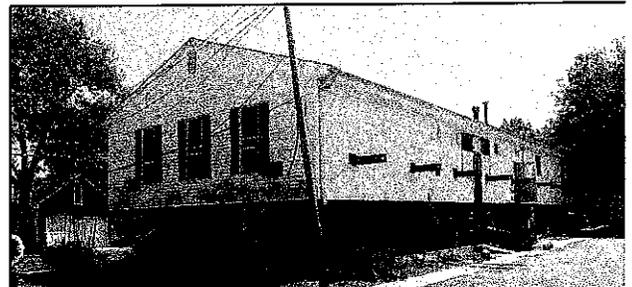
#### **Gilbane Building Company**

7 Jackson Walkway, Providence, RI 02903

John Alexander 401-228-5754

[JPAlexander@Gilbaneco.com](mailto:JPAlexander@Gilbaneco.com)

(moved a stone water tower for the RI Veterans Home)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> M&P Specialty Insurance 1179 Sunset Blvd. P.O. Box 4119 West Columbia SC 29171	<b>CONTACT NAME:</b> Melissa Temples <b>PHONE (A/C, No, Ext):</b> (803) 936-1601 <b>FAX (A/C, No):</b> (803) 936-1366 <b>E-MAIL ADDRESS:</b> mtemples@mpspecialty.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Houston Specialty Insurance Co.</td> <td>12936</td> </tr> <tr> <td>INSURER B: Imperium Insurance Company</td> <td>35408</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Houston Specialty Insurance Co.	12936	INSURER B: Imperium Insurance Company	35408	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
<b>INSURED</b> Wolfe House Movers, LLC 10 Birch Lane Bernville PA 19506															

**COVERAGES**      **CERTIFICATE NUMBER:** NEW 15-16 Wolfe REG      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		CON880688-03	11/6/2015	11/6/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C,U/Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Care, Custody, Control						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
B	<b>AUTOMOBILE LIABILITY</b>			IERD-01002038-00	11/6/2015	11/6/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PIP - Statutory Limits \$ 5,000
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CON880689-03	11/6/2015	11/6/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
<input checked="" type="checkbox"/> RETENTION \$ 0							
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							OTHER
If yes, describe under DESCRIPTION OF OPERATIONS below							E.I. EACH ACCIDENT \$
Y/N <input type="checkbox"/> N/A							E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$
A	<b>Cargo Coverage</b>			CON880355-03	11/6/2015	11/6/2016	Blanket Limit per Occurrence: \$1,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured is provided on the General Liability policy for any person or organization in which you have agreed per written contract/agreement.

**CERTIFICATE HOLDER****CANCELLATION**

Town of New Scotland 2029 New Scotland Road Slingerlands, NY 12159	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Beall/MGT



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

2001 PERIMETER ROAD EAST, BUILDING 16, ENDICOTT, NEW YORK 13760-7390

Phone: (607) 741-5055

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 205312940  
WOLFE HOUSE MOVERS LLC (A PA CORP)  
10 BIRCH LANE  
BERNVILLE PA 19506

POLICYHOLDER  
WOLFE HOUSE MOVERS LLC (A PA CORP)  
10 BIRCH LANE  
BERNVILLE PA 19506

CERTIFICATE HOLDER  
TOWN OF NEW SCOTLAND  
2029 NEW SCOTLAND RD  
SLINGERLANDS NY 12159

POLICY NUMBER E2119 161-4	CERTIFICATE NUMBER 187176	PERIOD COVERED BY THIS CERTIFICATE 11/12/2015 TO 11/12/2016	DATE 1/7/2016
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2119 161-4 UNTIL 11/12/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 11/12/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790

VALIDATION NUMBER: 940587179

## LARMON HOUSE MOVERS, INC.

*"If Your House Must Go—Just Let Us Know"*  
168 Hayes Road Schuylerville, NY 12871-9615  
Off: (518) 695-3820 1-(800)-675-3820 Fax: (518) 695-3608

Member of  
The New England Assoc. of Structural Movers

Member of  
The International Assoc. of Structural Movers

Proposal submitted to (Owner)

(Mason/Contractor)

Town of New Scotland  
2029 New Scotland Rd  
Slingerlands, NY 12159  
475-0385

William Hennessy hennesseyec@verison.net  
475-1670  
P.O. Box 118  
Voorheesville, NY 12186

**MOVER HEREBY SUBMITS SPECIFICATIONS AND PROPOSAL FOR:**

Relocation of 120'x 60' barn (minus wood floor) to site indicated to Mover. Barn will be moved over a slab, perimeter foundation or pier system prepared by others and left on timbers and cribbing while Owner's other contractor repairs the bottom of the barn. Mover will then return to lower the barn onto the new foundation and remove his equipment. This will complete the obligations of the Mover.

The price stated below is based upon prevailing wages. If mover is not required to pay prevailing wages the price will be \$2,500 less than that stated below.

**NOTE:** Read the reverse side of this proposal for **check list** of Owner's/Contractor's additional responsibilities; if you are in agreement **please sign BOTH sides of one copy** and return it with the initial payment in the enclosed return envelope. Owner/Contractor is to keep the other copy. (Extra copy of check list is for whoever performs these requirements.) Mover may be called at **1-(800)-675-3820** if Owner/Contractor has any questions concerning quote or for setting date for Mover to start work. If there is no response from Owner/Contractor, this proposal will become invalid 30 days from January 4, 2016.

**Mover Proposes** hereby to furnish equipment and labor complete in accordance with proposal's specifications for the sum of:

**ONE HUNDRED EIGHT HOUSAND DOLLARS (\$ 108,000\*)**

**Payment to be made as follows:** 100% THE FIRST BUSINESS DAY FOLLOWING THE REGULAR MONTHLY TOWN BOARD MEETING ON THE FIRST SECOND WEDNSDAY OF THE MONTH UPON AND AFTER COMPLETION AND SATISFACTION OF THE JOB.

Changes from above specifications involving extra costs will generate a change order. All agreements contingent upon strikes, accidents or delays beyond our control. HOMEOWERS INSURANCE COVERAGE MIGHT BE AFFECTED WHEN BUILDING LEAVES ITS FOUNDATION. CONTACT AGENT FOR NEEDED ENDORSEMENTS. Certificates of Mover's liability and workers compensation insurance will be mailed on request. **Movers building transit insurance coverage is for \$100,000**

**LARMON HOUSE MOVERS, INC.**

Authorized  
Signature \_\_\_\_\_  
(Mover) **Stanley A. Barber, President**

**IF THIS PROPOSAL IS ACCEPTABLE, PLEASE SIGN BOTH SIDES OF ONE COPY AND RETURN IT WITH THE INITIAL PAYMENT WITHIN THIRTY DAYS, SO MOVER CAN SCHEDULE PROPOSED WORK AS SOON AS POSSIBLE.**

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

**Acceptance of Proposal** — Above prices, specifications and conditions are satisfactory and are hereby accepted. Mover is authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

CHECK LIST OF RESPONSIBILITIES OF OWNER OR OTHER CONTRACTORS

**PRIOR TO MOVER STARTING WORK, OWNER/CONTRACTOR IS TO:**

- Notify** utility companies at least 48 hours before excavating regarding any buried cables that might be on Owner's property(ies) (in NYS: **1-800-962-7962**)
- Obtain and pay for** all required permits.
- Erect** fencing around work area, if code requires it.
- Remove** all friable asbestos from Mover's work area, if any.
- Pay** cost for additional liability insurance coverage (**if required by Owner**).
- Pay** additional insurance costs of (\$500 each) for naming any other entities insured on Mover's policy (**if required**).
- Obtain and pay** for NYS highway moving permit plus police or certified escort costs, if required.

**ALSO:**

- Notify and meet with utility companies for shutting and **physically severing your services at Owner's property line** (water, gas, electric, telephone, cable TV, etc.), **if required**
- Arrange and pay for moving roadside and overhead obstacles (telephone wires, electric wires, traffic lights, TV cables, signs, etc.) along moving route.
- Arrange for police to control traffic and designate detours during move.
- Clear Mover's work area in and around building.
- Secure permission for Mover to work on or to cross any private property.
- Clear and grade suitable roadway to new site as specified by mover.
- Grade an earthen ramp **with a slope of 10% or less** at end of foundation building will enter.
- Remove propane tank(s), if any, in Mover's work area.
- Stake out extremities of buried oil tank(s), if any.
- Remove all oil from fuel tank(s), if any.
- Stake out extremities of septic tank(s), if any.
- Pump out septic tank(s), **if required**.
- Clear building of all stored materials and equipment.
- Clear crawl spaces.
- Remove non-supporting partitions.
- Disconnect plumbing where specified by Mover.
- Remove furnace hot-air and/or air conditioning duct work where specified by Mover.
- Remove house roof.
- Remove eave troughs on both sides of house.
- Remove  front  side  rear porch(es).
- Remove basement entrance cover.
- Remove all appendage(s).
- Remove outbuilding(s).
- Remove shrubbery around building(s), if any.
- Remove tree(s) specified by Mover.
- Remove low tree limb(s) over moving route, if any.
- Remove chimney and/or fireplace to sillplate.
- Clear barn and remove wood floor.
- Repair holes Mover has cut in siding interior walls or floors.
- Remove underground electrical and/or telephone service to building, if any.
- Place slab, perimeter foundation or pier system for barn.
- Place hay bales and/or membrane along line, if required by local code.
- Drain water lines and place anti-freeze in traps to prevent pipes freezing should weather changes warrant it.

**GENERAL:**

- ALSO VERY IMPORTANT FOR OWNER:** Before calling Mover to remove his equipment, Owner is to make sure all poured/block walls have large enough "beam pockets" (see previous paragraph) and that lally columns for basement supports and sill seal for top of foundation wall are on hand.
- ALSO VERY IMPORTANT:** Before calling Mover to remove his equipment, **be sure** all perimeter walls, including veneer walls, chimneys, fireplaces, bearing beams, decks and/or porch(es) are **fully** supported.
- FOR EVERYONES' PROTECTION:** Owner is to have electric meter ground wire reconnected to a grounding electrode immediately after building is raised/moved.
- Arrange for all backfilling.
- Arrange to have lawns and shrubbery repaired/replaced.
- Arrange for removal of all excess excavated materials, if required.
- Arrange for protecting inside of house from dust during concrete floor removal.
- Owner may have up to 30 days' use of our equipment, after which a rental fee of \$100 per day will be charged, to be paid weekly.
- NOTE:** Owner is to see that Mason Contractor receives a copy of this check list before he bids job.

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

\_\_\_\_/\_\_\_\_/\_\_\_\_  
(Date)

FormIns.doc